



# DECISION

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

**Airservices Australia**  
(AG2019/1141)

## **AIRSERVICES AUSTRALIA ENTERPRISE AGREEMENT 2019-2022**

Commonwealth employment

DEPUTY PRESIDENT KOVACIC

CANBERRA, 6 MAY 2019

*Application for approval of the Airservices Australia Enterprise Agreement 2019-2022.*

[1] An application has been made for approval of an enterprise agreement known as the *Airservices Australia Enterprise Agreement 2019-2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Airservices Australia. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Community and Public Sector Union, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Civil Air Operations Officers' Association of Australia, and Professionals Australia being bargaining representatives for this Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 May 2019. The nominal expiry date of the Agreement is 13 May 2022.



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**Airservices Australia  
Enterprise Agreement 2019-2022**

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## PART A – AGREEMENT ADMINISTRATION

### 1. Title

This Agreement will be known as the *Airservices Australia Enterprise Agreement 2019-2022*.

### 2. Definitions

- (a) **Act:** the *Fair Work Act 2009* (Cth) as amended from time to time, including any successor legislation.
- (b) **Agreement:** this enterprise agreement, with the full title of *Airservices Australia Enterprise Agreement 2019-2022*.
- (c) **Award:** *Airservices Australia Enterprise Award 2016*.
- (d) **Additional Hours:** time worked outside the employee's ordinary hours of duty.
- (e) **Engineering Authorities:** an employee authorised by Airservices to provide system-specific technical advice or make decisions on the technical aspects of a system, and who is responsible for ensuring that a System meets its allocated technical performance requirements (e.g. System Technical Advisor or Principal ATE).
- (f) **Employee Representative:** any representative chosen by employees in a workplace, or an official, officer or employee of a registered union or industrial association, or a workplace representative of a registered union or industrial association.
- (g) **Overtime:** additional hours for which the employee is entitled to be paid at an overtime rate.
- (h) **Base Salary:** the salary rate under the Attachment which will be salary for all purposes. Specifically, where salary sacrifice and purchased additional leave have been agreed, the base salary will be determined as if the salary sacrifice or leave arrangement has not been agreed.
- (i) **Domestic Partner:** someone who lives with the employee in a domestic partnership, and includes their spouse or de facto partner.
- (j) **Immediate Family:** the employee's
  - domestic partner or former domestic partner,
  - child (including adult child, adopted child, step child, ex-nuptial child),
  - parent, grandparent, grandchild, sibling,
  - all of the above relations as they apply to the employee's domestic partner or former domestic partner,
  
  - relations by way of Aboriginal or Torres Strait Islander kinship structures.
- (k) **FWC:** the Fair Work Commission or any successor body that is conferred with the same or similar functions

- (l) **Registered Health Practitioner:** a health practitioner who is registered or licensed as a health practitioner under a State or Territory law.

### **3. Period of operation**

- 3.1 This Agreement will commence 7 days after it is approved by the Fair Work Commission.
- 3.2 The nominal expiry date of this Agreement is 3 years from the commencement date.

### **4. Scope and parties bound**

- 4.1 This Agreement covers:

- (a) Airservices Australia; and
- (b) all employees employed in a classification set out in the Attachment to this Agreement.

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

- 4.3 Employees:

- (a) classified as Air Traffic Controllers, Flight Data Co-ordinators, Airways Data team, Simulator Support Officers and Aviation Rescue Fire Fighters in an operational environment; or
- (b) employed in the Contract Management Group under an individual contract of employment,

are not covered by this Agreement.

### **5. Employment relationship**

- 5.1 The parties to this Agreement are committed to fostering an employment relationship that is based on mutual respect, cooperation and the principles of consultation and participation in all aspects relating to employment conditions.
- 5.2 The parties recognise their shared objective to prevent and eliminate discrimination and harassment in the workplace.
- 5.3 Employees will comply with all lawful and reasonable directions, and do all work to the best of their ability.
- 5.4 Airservices will provide training to maintain and improve the skills of employees that are relevant to their respective positions and their prospect of career progression with Airservices.

### **6. Relationship to other instruments**

- 6.1 This Agreement operates to the exclusion of the Award.

6.2 Nothing in this Agreement reduces the entitlements of an employee under the National Employment Standards (**NES**).

## **7. Relationship to policies and procedures**

7.1 Airservices and employees will comply with Airservices' policies and procedures as varied from time to time.

7.2 Airservices' policies and procedures do not form part of this Agreement. To the extent that there is any inconsistency between any such policy and/or procedure and this Agreement, the terms of this Agreement prevail.

7.3 Airservices will make policies and procedures available for all employees to access.

## **8. Other employment**

8.1 Employees cannot work for someone (including self-employment) other than Airservices unless Airservices gives written permission.

8.2 Airservices will give permission for other employment where Airservices is of the opinion that the other employment proposed by the employee will not harm Airservices' business or affect the employee's ability to perform their duties. Airservices will not unreasonably withhold its permission.

## **9. Consultation on change**

9.1 Airservices is committed to communicating and consulting with employees and their representatives about workplace changes that affect employees.

9.2 Airservices must consult with affected employees when it:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### ***Major changes***

9.3 For a major change referred to in clause 9.2(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 9.4 to 9.10 apply.

9.4 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.5 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees tell Airservices of the identity of the representative, Airservices must recognise the representative.



- 9.6 As soon as practicable after making its decision, Airservices must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change;
    - (ii) the effect the change is likely to have on the employees;
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion, provide to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed;
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 9.7 However, Airservices is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.8 Airservices must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.9 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 9.2(a) and clauses 9.3 and 9.8 are taken not to apply.
- 9.10 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

***Change to a regular roster***

- 9.11 For a change referred to in clause 9.2(b):
- (a) Airservices must notify the relevant employees of the proposed change; and

(b) clauses 9.12 to 9.17 apply.

9.12 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.13 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees tells the employer of the identity of the representative, Airservices must recognise the representative.

9.14 As soon as practicable after proposing to introduce the change, Airservices must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion--provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

9.15 However, Airservices is not required to disclose confidential or commercially sensitive information to the relevant employees.

9.16 Airservices must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9.17 In this term "relevant employees" means the employees who may be affected by a change referred to in clause 9.2(b).

## **10. Rights for employee representatives**

10.1 For the purposes of this clause 10, employee representative means an Employee Representative as defined in clause 2 who is also an employee of Airservices in the workplace.

10.2 Airservices will be notified in writing of a person's appointment as an employee representative as soon as practicable after the person is appointed.

10.3 Airservices recognises that an employee may, in matters concerning their employment, choose to have a representative of their choice to support them or represent them.

10.4 Airservices recognises that employee representatives play an important role in maintaining a positive workplace culture and Airservices will support and facilitate the role of employee representatives. Airservices recognises that employee who represent other staff do so in addition to their usual duties.

## **11. Consultative councils**

- 11.1 Airservices will establish a National Consultative Council (**NCC**) that will meet at least two times per calendar year to consult with Employee Representatives on any matters that affect employees.
- 11.2 Airservices will also establish a Technical Consultative Council (**TCC**) that will meet at least two times per calendar year to consult with employee representatives from:
- (a) Technical Officers;
  - (b) General Service Officers; and
  - (c) Emergency Vehicle Technicians,
- on matters pertaining to employment and issues of a technical and professional nature relating to the work of TO/GSO/EVT employees.
- 11.3 The NCC and TCC will maintain an agreed Terms of Reference.
- 11.4 Where a meeting of the NCC or TCC is face to face, Airservices will, for attendees that are Airservices employees, provide:
- (a) overtime for shift workers participating in NCC or TCC meetings or resulting activities being done on their rostered day off;
  - (b) release from normal duties to attend NCC or TCC meetings and any resulting business; and
  - (c) payment of travel, accommodation and incidental expenses in accordance with the clause 26 to 28 of this Agreement.

## **12. Individual flexibility arrangement (IFAs)**

- 12.1 Airservices and an employee may enter into an IFA to vary the effect of terms in this Agreement that deal with one or more of the following matters:
- (a) arrangements about when work is performed;
  - (b) overtime and penalty rates, loadings and allowances (including variations to the effect of terms to permit annualised (or commuted) salaries which incorporate other payments in total salary);
  - (c) additional leave; and
  - (d) additional remuneration.
- 12.2 IFAs must meet the genuine needs of Airservices and the employee in relation to one or more of the matters mentioned in 12.1
- 12.3 IFAs must be genuinely agreed to by Airservices and the employee.

- 12.4 Airservices must ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Act;
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the employee being better off overall than the employee would be if no Individual Flexibility Arrangement was made.
- 12.5 An employee may choose to be represented by another person in discussions on a proposed IFA. The consent of the employee's representative is not required for the making of an Individual Flexibility Arrangement.
- 12.6 Airservices must ensure that each IFA is in writing, names the parties to the IFA and is signed by Airservices and the individual employee (and, if the employee is under 18 years of age, the employee's parent or guardian) and specifies:
- (a) the particular terms of this Agreement the operation of which Airservices and the employee have agreed to vary;
  - (b) the nature of the varied arrangements proposed and how they will operate;
  - (c) how the arrangement results in the employee being better off overall in relation to the employee's terms and conditions of employment, than the employee would be if the IFA was not made; and
  - (d) the period for which the arrangement will operate.
- 12.7 Airservices must give the individual employee a copy of the IFA within 14 days after it is agreed to and keep a copy.
- 12.8 An IFA may be terminated:
- (a) by Airservices or the employee giving 28 days' notice of termination, in writing, to the other party – in which case, the IFA will cease to operate at the end of the notice period; or
  - (b) at any time, by written agreement between Airservices and the employee.
- 12.9 Should the request be refused, Airservices will provide a written response to the employee within 21 days of receiving the request. Refusal will be based on reasonable business grounds, reasons for which will be included within the written response.
- 12.10 Disputes in relation to the application of this clause or in relation to the operation of an IFA or GFA may be dealt with under the dispute resolution clause of this Agreement.

### **13. Group flexibility arrangement (GFA)**

- 13.1 Airservices and a group of employees may enter into a GFA to vary the effect of terms in this Agreement that deal with the matters listed at 12.1. The GFA will be placed in a secure location accessible by employees covered by that GFA.
- 13.2 GFAs must:

- (a) be made genuinely without coercion or duress;
- (b) result in each member of the group of employees being better off overall than if the GFA was not made; and
- (c) be in writing and set out the:
  - (i) particular group of employees affected;
  - (ii) clauses of this Agreement varied by the GFA;
  - (iii) nature of the varied arrangements and how they operate; and
  - (iv) the period the GFA will operate.

13.3 Before a draft GFA can be voted on, Airservices must provide the draft GFA to the group of employees and if they choose, their representatives, and allow a reasonable period for discussion. The draft GFA may be varied as a result of that discussion.

13.4 Following the discussion period, the draft GFA may be put to vote. For the vote to be valid, Airservices must:

- (a) provide an electronic or hard copy of the draft GFA to the group of employees and if they choose, their representatives;
- (b) provide a voting period that is a minimum of 7 calendar days; and
- (c) inform all employees in the group, including by telephone to employees who will not be in the workplace during the vote period, of the voting period.

13.5 If at least two-thirds of the employees in the group vote in favour of the GFA, the GFA will be made and 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 employee group may nominate a representative to oversee the conduct of the vote.

13.6 A GFA may be terminated by:

- (a) Airservices giving 45 days' written notice to the employees who are subject to the GFA; or
- (b) a vote of employees who are subject to the GFA in which at least two-thirds vote to terminate the GFA.

13.7 Where a vote is conducted in accordance with clause 13.6(b), Airservices must:

- (a) provide an electronic or hard copy of the proposal to terminate the GFA or draft replacement GFA in electronic or hard copy to the group of employees and where they choose, their representatives;
- (b) provide a voting period that is a minimum of 7 calendar days; and
- (c) inform all employees in the group, including by telephone to employees who will not be in the workplace during the vote period, of the voting period.

## **14. Dispute resolution**

- 14.1 If a dispute relates to a matter arising under this Agreement, or the National Employment Standards in the Act, this clause sets out the procedure to settle the dispute.
- 14.2 An employee who is a party to the dispute may appoint an Employee Representative for the purposes of the procedures in this clause.
- 14.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 14.4 If discussions at the workplace level do not resolve the dispute, or the nature of the matter warrants escalation, a party to the dispute may refer the matter to a more senior level of management or the Fair Work Commission as appropriate.
- 14.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute in a way it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties, subject to any available appeal process.
- 14.6 While the parties are trying to resolve the dispute using the procedures in this term, employees:
- (a) will continue to perform their work as they would normally unless the employees have a reasonable concern about an imminent risk to safety; and
  - (b) must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

## **15. Employee grievance board**

- 15.1 There will be an employee grievance board (**EGB**) established for the purpose of independently reviewing certain individual employee grievances. The constitution, jurisdiction, powers, procedures and other matters relating to the EGB are set out below. This clause also includes an explanation of the type of conduct that constitutes workplace harassment and discrimination.

- 15.2 The EGB will be constituted by:
- (a) an independent chairperson agreed by Airservices and the employee or, where selected by the employee, the Employee Representative;
  - (b) an employee nominated by Airservices; and
  - (c) an Employee Representative after consultation with the employee pursuing the grievance.
- 15.3 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 a decision.
- 15.4 The EGB will not be entitled to determine a grievance where the subject of the grievance concerns or requires:
- (a) the termination of employment;
  - (b) the application of this Agreement or the Award (see clause 14 in this Agreement for disputes of this kind);
  - (c) the application of legislation or regulations; or
  - (d) business matters such as the purchase, disposition or maintenance of assets or property.
- 15.5 Grievances must first be dealt with by an internal process review before the EGB can hear them.
- 15.6 Following an internal process review, an employee may lodge their grievance in writing with the EGB secretary. Grievances must be lodged within 21 days of the employee being notified of the outcome of the internal process review. The 21 day period may only be extended with the consent of Airservices or the EGB, however constituted.
- 15.7 The EGB will determine grievances as soon as practicable after they have been lodged.
- 15.8 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 the operation of any relevant policies.
- 15.9 The EGB:
- (a) will act impartially. The nominees of Airservices and the employee will exercise their own independent judgement and shall not be subject to any direction from other people;
  - (b) will give the parties adequate opportunity to present their 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 think are appropriate to the proper determination of the grievance; and
  - (d) may inform itself as it thinks fit.
- 15.10 Matters of procedure shall be determined by the Chairperson in consultation with the other members of the EGB.
- 15.11 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; and
  - (d) direct that the decision of part of it be reconsidered by Airservices having regard to the reasons of the EGB.
- 15.12 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.
- 15.13 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 appeal.
- 15.14 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.
- 15.15 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 determining the grievance as soon as practicable after it has been lodged.
- 15.16 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.
- 15.17 Despite clause 15.4(b), the EGB can determine a grievance even though to do so would involve a consideration or application of this Agreement if:
  - (a) the parties consent to it doing so; or
  - (b) the grievance:
    - (i) relates to a selection for promotion decision and the other position concerned has a maximum salary that is no greater than the maximum prescribed for an ASA6 in the Agreement covering employees employed by Airservices in that classification at that time; and



- (ii) is that the decision was not determined by a proper assessment of the relative efficiency of the employee lodging the grievance and the successful employee.

For the purpose of the determination of a grievance of the kind referred to in clause 15.4(b), the question of the relative efficiency of employees shall be regarded by the EGB as entailing an assessment of the relative abilities, qualifications, experience, standard of work performance and personal qualities of the relevant candidates in relation to the position concerned.

- 15.18 If Airservices considers that the EGB is not entitled to determine a grievance because the decision relates to a matter specified in clause 15.4, it will request the EGB to rule on whether it is entitled to determine the grievance once it is satisfied that it has sufficient information upon which to do so.
- 15.19 If at any time during the process of dealing with the grievance, the EGB considers that a grievance lacks substance, is trivial or is vexatious, it can dismiss the grievance.
- 15.20 Unless otherwise agreed by 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.
- 15.21 An employee shall not be entitled to lodge or pursue a grievance in the EGB if they or their representative are seeking any relief of 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.
- 15.22 An employee who has lodged a grievance and an employee who is assisting or representing them in relation to that grievance (if any) 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.
- 15.23 If the hearing of a grievance occurs on a rostered day off, the employee who has lodged a grievance and the employee (if any) who is assisting or representing them in relation to that grievance will be permitted to negotiate time off in lieu in the two months following the hearing.
- 15.24 Airservices will provide or reimburse reasonable travel, accommodation and incidental costs of the members of the EGB and the employee who has lodged the grievance.

***Workplace harassment and discrimination***

- 15.25 Workplace harassment is a form of employment discrimination as defined by relevant legislation. It is any unwanted, uninvited and unreciprocated behaviour that causes another person distress, regardless of whether the conduct was intended to cause such distress or not. Examples of harassment may include but are not restricted to:
  - (a) offensive physical contact;
  - (b) insulting or threatening gestures;
  - (c) pictures, posters, graffiti or written material that are offensive or obscene;

(d) offensive jokes, suggestions or derogatory comments about a person's racial or ethnic background, sex, sexual preference, disability or physical appearance.

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

## **16. Categories of employment**

16.1 Employees will be employed in one of the following categories of employment, as notified in their offer of employment letter.

16.2 The employment letter will contain any applicable probationary period in relation to the employee's employment with Airservices. Any probationary period will count as service.

16.3 Probationary periods will be a minimum of 3 months. A longer probationary (not exceeding a 6 month period) may apply based on performance and/or training requirements.

### ***Permanent full-time***

16.4 Permanent full-time employment means that the employee works for Airservices on a permanent basis for 37 ordinary hours per week.

### ***Permanent part-time***

16.5 Permanent part-time employment means 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. A part-time employee will be rostered to work for a minimum of three consecutive hours on any day.

16.6 Permanent part-time employees will receive, on a pro-rata basis, equivalent pay and conditions (except long service leave which is provided and administered in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976 (LSL Act)*) to a permanent full-time employee of the same classification, unless otherwise specified in this Agreement or by legislation. Before commencing permanent part-time employment, the employee and Airservices will agree to the following in relation to the employee's employment in writing:

(a) ordinary hours to be worked;

(b) days to be worked; and

(c) commencing and finishing times for the work.

### ***Casual***

16.7 Casual employment means that the employee is not a permanent employee and that the employee's hours of work and employment are irregular and intermittent, subject to the employee's availability to work and Airservices' needs.

16.8 There is no obligation on Airservices to provide a casual employee with work and engagement is at Airservices' discretion. Each engagement is a separate period of employment.

- 16.9 A casual employee will be employed by the hour with wages accruing from day to day and paid fortnightly. A casual employee will be paid the relevant hourly rate applying to a permanent full-time employee at the same classification, plus a loading of 25%. The 25% casual loading is paid in lieu of all paid leave, except long service leave which will be provided in accordance with the LSL Act, and public holidays on which the employee is not rostered to work.

***Fixed-term employment***

- 16.10 This means an employee is employed by Airservices for a fixed period of time as agreed between the employee and Airservices. Where an employee is engaged on a permanent basis at the conclusion of their fixed-term employment, the employee's fixed-term employment will count as service.
- 16.11 An employee who is continuously employed for more than 24 months, including roll-over or consecutive engagements will be permanently appointed at the base level of the classification structure for which the employee was employed under their last fixed-term engagement. This does not apply to fixed-term employment on a discrete project for a finite period greater than 24 months where there is no prospect of further employment on completion.

**17. Legal representation, indemnity and release**

- 17.1 Airservices will indemnify and release an employee against all claims and demands made against that employee by any person (including Airservices, Airservices' employees, customers of Airservices and legal personal representatives), where:
- (a) the claim or demand is made as a result of injury or loss to a person or property as a result of the employee's negligence or alleged negligence in performing duties in the course of employment, or as a result of Airservices' negligence or alleged negligence;
  - (b) except where such injury or loss was caused wilfully by way of the employee or was caused by the employee's gross dereliction of duty.
- 17.2 If Airservices indemnifies and releases the employee under this clause 17, Airservices will provide legal counsel and defend the employee and the employee's estate in any legal action arising in connection with the performance of the employee's duties, and indemnify the employee and hold the employee harmless from any judgment resulting from the legal actions.
- 17.3 Airservices will release employees from duty without loss of pay to prepare for and appear as a witness at a Coroner's inquest, Royal Commission or any other inquiry relating to the employee's employment.

**18. Employment letter**

On request by an employee, Airservices will provide a letter to the employee setting out their category of employment, classification, workplace location/s, and salary.

## PART B – HOURS OF WORK

### 19. Hours of work for non-shiftworkers

- 19.1 This clause 19 does not apply to shiftworkers.
- 19.2 Full-time employees' ordinary hours of work are 37 hours per week, subject to a limit of 10 hours per day (unless expressly directed to perform additional hours) worked in the span of 7:00am and 7:00pm, Monday to Friday (excluding public holidays). Changes to employees' existing working arrangements will be by agreement between the employee and their manager.
- 19.3 Where an employee and Airservices agree, the span within which the employee works ordinary hours may be changed.
- 19.4 Airservices will accommodate employees' preferences for start and finish times where doing so fits within the requirements of the employee's role and other employees. Airservices is supportive of flexible working arrangements as a strategy to improve diversity, retention and staff engagement and will not unreasonably refuse an employee's request to vary their working arrangements.
- 19.5 Employees will be provided with an unpaid meal break of at least 30 minutes within 5 hours after commencing work. If an employee works more than 10 hours in a day, the employee will be provided with an additional unpaid meal break of at least 30 minutes.

#### ***Flextime***

- 19.6 The following non-shiftworker employees may use a flextime system:
- (a) ASA1 – ASA6;
  - (b) Bands 1 to 5 of the TO/GSO/EVT classification; and
  - (c) TP Band 1 – TP Band 2 Zone A.
- 19.7 A flextime system involves an employee accruing credits when they agree to work in excess of 7.4 hours in a day within their span of hours. Those credits may be used to work less than 7.4 hours on a future day without loss of pay.
- 19.8 The way in which flextime is recorded, and when credits are accrued and used, is subject to the agreement of the employee and their manager. Flextime credits and debits should be reconciled fortnightly.
- 19.9 Employees may accumulate up to 10 hours of flextime credits unless otherwise agreed by the employee's manager in exceptional circumstances.
- 19.10 Any unused flextime credits will not be cashed out on ceasing employment.
- 19.11 Employees who engage in field trips may accumulate flex-time credits to a maximum of 22 hours and 12 minutes unless otherwise agreed between the employee and Airservices.
- 19.12 TOs, GSOs and EVT's may take 22 hours and 12 minutes of flextime in a single block once per year provided it is used in conjunction with a period of recreation leave.

## **20. Hours of work for shiftworkers**

- 20.1 This clause 20 applies only to shiftworkers, but does not apply to employees in the NCC or HF classifications.
- 20.2 For the purposes of this clause 20, a shiftworker is an employee who is regularly rostered to work shifts which include hours outside of 7:00am to 7:00pm, Monday to Friday and/or on public holidays and Sundays. A shift is the ordinary hours of duty you are rostered to attend for duty on any day.
- 20.3 An employee's roster must not average more than 37 hours per week over the period of the employee's roster cycle.
- 20.4 Airservices will consult and accommodate employees' preferences for start and finish times where doing so fits within the requirements of the employee's role and other employees. Airservices is supportive of flexible working arrangements as a strategy to improve diversity, retention and staff engagement and will not unreasonably refuse an employee's request to vary their working arrangements.
- 20.5 Airservices recognises that shiftwork rosters should be developed in accordance with fatigue management principles and in consultation with employees.
- 20.6 The established pattern for start and finish times for an employee's shift roster will not be changed without consultation with the employee.
- 20.7 Where Airservices changes a shiftworker's ordinary rostered hours with less than 7 days' notice, the employee will be paid at the relevant overtime rate for all periods of work that were not previously rostered. Clause 9 sets out Airservices requirement to consult with employees before changing their roster.
- 20.8 Subject to Airservices' agreement, employees may swap shifts provided that the shift swap does not result in either employee becoming entitled to payment for overtime.
- 20.9 Employees will be paid the following shift loadings:
- (a) 15% of base salary for the entire shift where part of the shift falls between 6:00pm and 6:30am, Monday to Friday;
  - (b) 30% of base salary for the entire shift where the shift falls entirely between 6:00pm and 8:00am continuously for more than 4 weeks Monday to Friday;
  - (c) 50% of base salary for time worked on a Saturday;
  - (d) 100% of base salary for time worked on a Sunday; and
  - (e) 150% of base salary for time worked on a public holiday.

For casual employees, the employee will be paid their base salary, plus 25% casual loading, plus the shift loading payable under this clause 20.9.

- 20.10 Shift loadings will not be paid for time that is paid at an overtime rate (see clause 21).

- 20.11 When an employee is on recreation leave, the employee will be paid shift loadings for the shifts that the employee would have worked if the employee was not on recreation leave.
- 20.12 If a public holiday falls on a day a shiftworker is rostered off duty, the employee is entitled to absent themselves from another shift within a month of the public holiday to be arranged by agreement between the employee and Airservices. If Airservices is unable to provide a shift off within a month of the public holiday, the employee will receive an amount of money equal to their base rate of pay for the average length shift on the base roster.

## **21. Additional hours**

- 21.1 Clauses 21.3 to 21.7 apply to all employees except employees who have a salary that is equivalent to or greater than the minimum salary point for the ASA7 classification (unless otherwise agreed).
- 21.2 Airservices may choose to pay an employee excluded by clause 21.1, a benefit in addition to that employee's base salary for working additional hours.
- 21.3 For non-shiftworkers, overtime is work that is performed by an employee who has been expressly directed by Airservices to perform that work in the following periods:
- (a) outside the employee's span of ordinary hours; or
  - (b) more than 7.4 hours in a day; or
  - (c) another period determined by Airservices.
- 21.4 For shiftworkers, overtime is work that is performed when the employee is rostered off.
- 21.5 Employees are entitled to be paid at the following rate for overtime they perform:
- (a) 150% of base salary for the first three hours of overtime in a single period performed Monday to Saturday;
  - (b) 200% of base salary for overtime in excess of three hours in single period;
  - (c) 200% of base salary for all overtime worked on Sunday; and
  - (d) 250% of base salary for all overtime worked on a public holiday.
- 21.6 Employees may agree to receive time off in lieu (**TOIL**) of overtime payments, or a combination of TOIL and overtime pay. TOIL will accrue at the overtime rate and be taken at times agreed between the employee and their manager. Airservices will work with the employee to identify appropriate opportunities to take TOIL. Untaken TOIL will not be paid out on termination.
- 21.7 Where overtime is not continuous with ordinary time, Airservices must pay the employee for a minimum of 4 hours at the overtime rate even if the employee works for less than 4 hours.

- 21.8 Employees are obliged to work reasonable additional hours when required. Employees may refuse an unreasonable request to work additional hours. In determining whether a request to work additional hours is reasonable, the following factors are relevant:
- (a) any risk to the employee's health and safety that may arise from working the additional hours;
  - (b) the employee's personal circumstances, including family responsibilities;
  - (c) the operational demands of Airservices;
  - (d) the nature of the employee's role and operational responsibility;
  - (e) the length of notice provided by Airservices to the employee;
  - (f) Airservices' payment of money to the employee for the additional hours; and
  - (g) any other relevant matter.

***Emergency duty***

- 21.9 Emergency duty is overtime that is worked in emergency circumstances where:
- (a) Airservices notified the employee of the need to work while the employee was not on duty and less than 24 hours before the commencement of the overtime; or
  - (b) regardless of when the employee was notified, the overtime is more than 2 hours in duration and worked immediately prior to the commencement of an ordinary time shift.
- 21.10 Employees will be paid 200% of their base salary for emergency duty.
- 21.11 Emergency duty includes reasonable travel time to attend emergency duty, and if not worked immediately prior to ordinary time, reasonable travel time home from emergency duty.
- 21.12 The minimum payment for attending emergency duty Monday to Saturday is 2 hours at the emergency duty rate (200% of base salary).
- 21.13 The minimum payment for attending emergency duty on Sunday is 3 hours at the emergency duty rate (200% of base salary).
- 21.14 An employee is entitled to motor vehicle allowance for distance driven to and from emergency duty in a private motor vehicle.
- 21.15 Emergency duty performed on a public holiday will be paid in accordance with this clause, except where payment under the public holiday overtime provisions (excluding travel time and motor vehicle allowance) would be greater.

**22. Rest relief**

- 22.1 Unless expressly directed by Airservices, employees are entitled to absent themselves from duty for 8 hours plus reasonable travelling time without loss of pay after the finish of a period of overtime or emergency duty that was 3 or more hours.

22.2 When an employee works at Airservices' request without the required break as set out in clause 22.1 above, the employee is entitled to be paid a loading of 100% (or the relevant public holiday rate) for all hours worked until a break of 8 hours plus reasonable travelling time has been taken. For the avoidance of doubt, this clause 22.2 applies to all employees.



## **PART C – ALLOWANCES AND REIMBURSEMENTS**

### **23. Overtime meal allowance**

- 23.1 An employee is entitled to a meal allowance as set out in the relevant ATO tax determination as varied from time to time, if that employee is required to perform overtime (including recall or emergency duty) that extends to the completion of a meal period.
- 23.2 For the purposes of this clause, meal periods are:
- (a) 7:00am to 9:00am;
  - (b) 12:00pm to 2:00pm;
  - (c) 6:00pm to 7:00pm; and
  - (d) 12:00am to 1:00am.

### **24. On-call duty**

- 24.1 This clause does not apply to employees employed in the NCC or HF classifications.
- 24.2 Airservices may require employees to be on-call while not on duty. On-call means being contactable and able to respond to Airservices within 5 minutes of being contacted, and being fit and able to start work as soon as practicable.
- 24.3 Prior to a period of on-call duty starting, Airservices must tell employees:
- (a) that they will be paid at the rate of \$6.36/hour while on-call (except in the circumstances described in clause 24.5);
  - (b) if an employee is required to work, that the employee will be paid at the relevant overtime rate set out in clause 21.5, and will not be paid the on-call allowance for time that employee is working; and
  - (c) the circumstances in which an employee will be required to start work.
- 24.4 Airservices will not require employees to be on-call for a period in which the employee is on approved leave.
- 24.5 An employee that is on-call on a compulsory recreation leave day in accordance with clause 45.6(b) will not be required to use their recreation leave credits for that day. However, the employee will not be paid the on-call allowance for 7.4 hours of that day.
- 24.6 An employee may request not to be on-call if they have a concern about a risk to health and safety, if they are ill or injured, in accordance with fatigue management principles, missing family and caring responsibilities, or if insufficient notice has been provided.

### **25. Eye tests and spectacles**

- 25.1 If Airservices requires an employee to attend an eyesight test, Airservices must reimburse the employee for the costs of that test.

25.2 If, as a result of a test required by Airservices under clause 25.1, an employee is prescribed spectacles, Airservices will reimburse the employee for the cost of those spectacles up to \$129 for single focus lenses and \$236 for multi-focal lenses subject to the production of receipts and prior approval.

## **26. Domestic travel expenses – overnight absences**

26.1 Unless otherwise provided by Airservices, this clause 26 does not apply where Airservices has issued an employee with a travel credit card for the purposes of incurring expenses while undertaking official travel.

26.2 If Airservices requires an employee to engage in official travel involving overnight absence, the employee is entitled to be paid a travel allowance (**TA**) in accordance with the ATO tax determination, as varied from time to time, setting out reasonable travel expenses.

26.3 If an employee is required to travel to a location without credit card facilities or a TO/GSO/EVT employee is required to travel to a remote/isolated area, Airservices will pay the employee TA regardless of whether the employee has been issued with a travel credit card.

26.4 Where Airservices provides accommodation and all meals to an employee on official travel, only the incidentals component of the relevant tax determination will be paid. Where Airservices provides some meals, Airservices will deduct the relevant meal amounts (as set out in the ATO tax determination) from the TA amount.

26.5 Where the reasonable amounts determined by the ATO do not cover reasonable travel costs, Airservices may pay an additional amount.

26.6 When travelling by air, the time an employee is travelling for the purpose of calculating travel allowance is the time 1 hour before the scheduled time the flight departs from the home location and the time 1 hour after the actual time the flight lands back at the employee's home location.

26.7 When not travelling by air, 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.

## **27. Domestic travel expenses – no overnight absence**

27.1 This clause 27 does not apply where Airservices has issued an employee with a travel credit card for the purposes of incurring expenses while undertaking official travel.

27.2 If an employee is required to travel away from an employee's usual place of work and living location for more than 10 hours on official business and an overnight absence is not involved, the employee will be paid \$66. Where meals are provided, only \$11 for incidentals will be paid.

27.3 When travelling by air, the time an employee is travelling for the purpose of calculating travel allowance is the time 1 hour before the scheduled time the flight departs from the home location and the time 1 hour after the actual time the flight lands back at the home location.

## 28. Travel standard

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

- (a) air travel will be economy class where the published flying time is no greater than 3 hours per sector of travel and business class (where available) where the published flying time is greater than 3 hours per sector of travel; and
- (b) surface public transport will be the highest class available.

## 29. International travel expenses

- 29.1 Where employees are required to travel overseas on official business, Airservices will pay for all reasonable expenses by credit card or cash advance. Reasonable expenses include, but are not limited to, travel, accommodation and utilities, meals and incidentals, necessary inoculations, medical, hospital, dental, travel for medical and dental treatment to the nearest place where acceptable treatment is available, travel insurance, and family reunion fares. Where an employee is posted outside of Australia long-term, Airservices will also provide these benefits to the employee's dependants.
- 29.2 Other reasonable expenses that Airservices may choose to cover by way of credit card or cash advance are excess baggage, compassionate leave fares, furniture removal and storage, and child education assistance.
- 29.3 Where total travel time is 12 or more hours by the most direct route, employees are entitled to a rest period consistent with obtaining 1 night's sleep, without deduction from leave credits, before returning to work in Australia. When total travel time exceeds 20 hours, the employee is entitled to an additional rest period.
- 29.4 If an employee is ill while overseas, Airservices will continue to pay the employee's salary without deduction from personal leave credits.

## 30. Transfers

### *Employees entitled to transfer benefits*

- 30.1 Where Airservices directs an employee to transfer to work in a location that is in a different town or city (**New Location**) from the employee's current workplace (**Previous Location**), the employee is entitled to the benefits of this clause 30.
- 30.2 Where Airservices elects, Airservices will provide a service instead of making a reimbursement. For example, where Airservices provides removalist services to an employee, the employee will not be entitled to reimbursement for any other removalist expenses incurred personally.
- 30.3 Where an employee chooses to drive a motor vehicle to the New Location, Airservices will pay the employee a motor vehicle allowance for the most direct route. The most direct route only includes roads that are sealed and serviced.
- 30.4 Dependant means the employee's domestic partner or child who normally resides with the employee, and who for the purposes of transfer entitlements, moves with the employee or to join the employee. Airservices may agree to consider a person who is not the employee's child or domestic partner a dependant.

### ***Transferability of employees***

- 30.5 Subject to the notice requirements set out in this clause 30, Airservices may direct an employee to transfer to any location in Australia for a period not exceeding two years.
- 30.6 Airservices will seek volunteers for transfer. Airservices will only direct an employee to transfer where there are not any volunteers who are suitable for the position.
- 30.7 To transfer an employee for a period of more than two years, Airservices requires an employee's agreement.
- 30.8 An extension of a term transfer requires the employee's consent.

### ***Employees not entitled to transfer benefits***

- 30.9 Where an employee voluntarily accepts a position that Airservices requires to be filled and that position is based at a New Location, the employee is entitled to the benefits of this clause 30 unless Airservices expressly states otherwise.
- 30.10 The principle Airservices will use in applying this clause 30 is to reimburse expenses that are actually and reasonably incurred as a result of relocating and expenses in excess of those applying at the Previous Location.
- 30.11 Employees are not entitled to reimbursement of an expense if they cannot provide proof of incurring the relevant expense.

### ***Notice requirements***

- 30.12 Airservices must provide an employee as much notice as reasonably possible of when the employee will be required to transfer, and the duration of the transfer.
- 30.13 Airservices must provide at least three months' notice before a transfer, unless a shorter period is consented to by the employee.
- 30.14 Where a transfer is a result of Airservices relocating part of its operations, Airservices must provide relocating employees with the benefits as if the transfer is a permanent transfer plus at least 12 months' notice and one day of additional recreational leave to be used as part of a pre-transfer visit to the New Location. Airservices will also reimburse the costs of 1 unsuccessful auction of the employee's dwelling at the Previous Location.

### ***Reimbursable expenses for transfers of any duration***

- 30.15 For any transfer in which an employee is entitled to the benefits of this clause 30, Airservices will reimburse the following expenses.
- (a) Travel costs for the employee and the employee's dependants for travel, by the most efficient means, between the employee's Previous Location and New Location, at the commencement and (except for permanent transfers) completion of the transfer period.
  - (b) For the first 21 days after the date of arrival at the New Location, reasonable accommodation expenses, including for dependants.
  - (c) For the first 21 days after the date of arrival at the New Location, food and incidental expenses at the rate set out in the ATO tax determination for travel allowance.

***Reimbursable expenses for transfers that are less than 1 year ('Temporary transfers')***

- 30.16 For any transfer that is less than 1 year in which an employee is entitled to the benefits of this clause 30, Airservices will reimburse the following expenses.
- (a) After 21 days from the date of arrival, rent costs up to a maximum of \$762/week.
  - (b) After the first 21 days, the employee's reasonable food and drink expenses up to the maximum amount set out in the LAFHA tax determination (TD2018/3) as varied from time to time.
  - (c) Travel costs for the employee to travel between the employee's Previous Location and New Location once every three months, or more frequently if agreed.
  - (d) Travel costs incurred by the employee and the employee's dependants for compassionate purposes and because of sickness, death or for other medical reasons.
  - (e) Cost of storing standard household items at the Previous Location until, at most, three months after the employee has returned to the Previous Location. This service will be provided by a removalist contracted by Airservices directly, and will not be dealt with as a reimbursement.
  - (f) Costs of maintaining the employee's house at the Previous Location in excess of those costs that would have been incurred without transfer.

***Reimbursable expenses for transfers that are between 1 and 2 years ('Term transfers')***

- 30.17 For any transfer that is between 1 and 2 years in duration in which an employee is entitled to the benefits of this clause 30, Airservices will reimburse the following expenses.
- (a) After 21 days from the date of arrival at the New Location, rent costs up to a maximum of \$719/week.
  - (b) Costs of a 3-day pre-transfer visit by the employee and the employee's dependants to the New Location. Where an employee engages in a pre-location visit, all mentions of 21 days in this clause 30 will be read as 18 days.
  - (c) Travel costs incurred by the employee and the employee's dependants for compassionate purposes and because of sickness, death or for other medical reasons.
  - (d) Removalist costs for an ordinary household items, including domestic pets and up to 2 vehicles, with any other item moved at Airservices' discretion. Where the employee does not wish to take all or some household items to the New Location, Airservices will reimburse the costs of storing standard household items at the Previous Location until, at most, 3 months after the employee has returned to the Previous Location.
  - (e) The cost of a bond under a lease up to an amount equal four weeks' rent (though Airservices will recover this amount from the employee's salary over a period of 1 year).
  - (f) Fees for disconnection and connection of utilities.
  - (g) Fees for changing the employee's and dependants' vehicle registrations and driving licences.

***Reimbursable expenses for transfers exceeding 2 years ('Permanent transfers')***

30.18 For any permanent transfer in which an employee is entitled to the benefits of this clause 30, Airservices will reimburse the following expenses.

- (a) Costs of a 3-day pre-transfer visit by the employee and the employee's dependants to the New Location. Where an employee engages in a pre-location visit, all mentions of 21 days in this clause 30 will be read as 18 days.
- (b) Removalist costs for ordinary household items, including domestic pets and up to 2 vehicles, with any other item moved at Airservices discretion.
- (c) Cost of storing standard household items at the New Location for 3 months (if not the home owner) or 6 months (if the home owner). Extensions will be considered in special cases.
- (d) For 6 months after 21 days from the date of arrival at the New Location, rent costs up to a maximum of \$719/week. Rent will only be reimbursed if the employee owned or was in the process of purchasing a dwelling at the Previous Location. Rent will only be reimbursed for the first 6 months after commencing at the New Location.
- (e) The cost of a bond under a lease up to an amount equal four weeks' rent (though Airservices will recover this amount from the employee's salary over a period of one year).
- (f) Legal and professional costs of selling the employee's dwelling at the Previous Location (including the fees incurred for discharging a mortgage over the home being sold) and purchasing a dwelling at the New Location for the employee to live in. Contracts for both the sale and purchase must have been exchanged after the employee accepts a letter of offer from Airservices requiring the employee to transfer, and within 2 years after the employee's commencement at the New Location for the sale of the employee's dwelling at the Previous Location, and within 4 years after the employee's commencement at the New Location for purchasing a dwelling at the New Location. The employee is not entitled to any benefit under this clause (f) unless the employee both sells and purchases a dwelling under this clause (f).
- (g) Fees for disconnection and connection of utilities.
- (h) Fees for changing the employee's and dependants' vehicle registrations and driving licences.

***Additional benefits for transferees to remote locations***

30.19 Where an employee has been directed to transfer to Alice Springs, that employee is entitled:

- (a) to a fortnightly remote locality allowance of \$198 if the employee is not accompanied by an eligible dependant; or
- (b) to a fortnightly remote locality allowance of \$260 if the employee is accompanied by an eligible dependant, plus \$100 for each dependant accompanying the employee; and
- (c) 5 days (37 hours) of additional recreation leave per year of service.

30.20 Where an employee has been directed to transfer to Darwin, that employee is entitled:

- (a) to a fortnightly remote locality allowance of \$94 if the employee is not accompanied by an eligible dependant; or
- (b) to a fortnightly remote locality allowance of \$172 if the employee is accompanied by an eligible dependant; and.
- (c) 5 days (37 hours) of additional recreation leave per year of service.

30.21 Where an employee has been directed to transfer to Charleville, that employee is entitled:

- (a) to a fortnightly remote locality allowance of \$169 if the employee is not accompanied by an eligible dependant; or
- (b) to a fortnightly remote locality allowance of \$236 if the employee is accompanied by an eligible dependant, plus \$71 for each dependant accompanying the employee; and
- (c) 5 days (37 hours) of additional recreation leave per year of service.

30.22 For the purposes of clauses 30.19, 30.20 and 30.21, eligible dependant means a person who is dependent on the employee and has an income that is lower than \$33,000.

30.23 Employees living and working in Cairns, Townsville or Darwin who were entitled to receive district allowance and/or remote locality leave fares prior to the commencement of this Agreement will continue to receive those same benefits until they leave that location.

30.24 Remote locality additional leave of 14.8 hours per year of service will be continued if you are a permanent employee who lives and works in Cairns or Townsville and were entitled to remote locality additional leave prior to the commencement of this Agreement.

### **31. Disturbance allowance**

Where an employee is required to transfer, and the transfer includes the removal of household items, a one-off disturbance allowance is payable at the rates set out below:

- (a) \$602 for an employee not accompanied by dependants;
- (b) \$1,260 for an employee accompanied by dependants, plus \$242 for each dependant child who moves with the employee.

### **32. Education reimbursement**

32.1 Education reimbursement is payable to employees who are transferred to a New Location while their dependent child, who is in year 11 or 12, remains at school at the Previous Location or commences school at the New Location before the employee's arrival at the New Location. Assistance for children in other years of school may be approved at Airservices' discretion.

32.2 Airservices will reimburse any reasonable tuition fees, up to \$12,498, that are additional to tuition fees that would have been incurred had the employee not transferred.

32.3 Airservices will reimburse any reasonable board and lodging fees, up to \$10,419, that are additional to board and lodging fees that would have been incurred had the employee not transferred.

32.4 If an employee is on a term transfer, and their dependent child is attending school away from the New Location, Airservices will reimburse the cost of 2 return airfares per year in addition to any leave fare entitlement. The flights may be taken by the employee or the child.

### **33. Higher duties allowance**

33.1 Where an employee undertakes higher duties for a cumulative period of at least 20 working days in a financial year, the employee will receive higher duties allowance for all days on which higher duties are performed in that financial year. For the avoidance of doubt, this means higher duties allowance will be back-paid in respect of the first 20 working days of higher duties performed. Airservices may choose to waive the 20 day period before higher duties allowance will be paid.

33.2 A higher duties allowance will be paid according to the type of higher duties performed as follows.

(a) Where an employee continues to perform their own substantive role and additionally takes on the responsibility of exercising an additional delegation that would not normally be expected from that position (including, Engineering Authorities, Air Traffic Management Endorsements, Financial Delegations or Personnel Delegations) they will receive an allowance of 5% in addition to their base hourly rate of pay for the day(s) of work the delegation was exercised.

(b) Where an employee performs the full accountabilities of a position one level higher than their own classification, they will receive an allowance of 10% in addition to their base hourly rate of pay for the days higher duties were performed.

(c) Where an employee performs the full accountabilities of a position one level higher than their own classification, and the employee is still performing their own role; OR, the employee is performing the full accountabilities of a position two levels higher than their own classification, they will receive an allowance of 15% in addition to their base hourly rate of pay for the days higher duties were performed.

33.3 Where an employee receives a composite salary, the allowances will be based on the composite salary hourly rate.

33.4 An employee may refuse Airservices' request to perform higher duties.

### **34. Technology professional development allowance**

As recognition for their ongoing professional development, employees who are classified as Technology Professional (TP) will be paid \$1,102 per year of service, paid fortnightly from the first pay period on or after the date this Agreement commences. This allowance is an allowance for superannuation purposes.



### **35. Study Assistance**

- 35.1 Airservices and an employee may make arrangements for the employee to receive study assistance. Financial assistance may include reimbursement of HECS fees, and tuition and exam fees.
- 35.2 If Airservices has approved a course of study, Airservices may provide the employee up to 5 hours study leave per week, and up to 3 hours leave per week for travel to undertake study activities.
- 35.3 If Airservices has approved a course of study, Airservices will provide the employee leave to attend compulsory examinations.
- 35.4 Leave without pay for up to 3 consecutive years may be available for full time study. Such leave will count as service for accruing long service leave and personal leave, and salary advancement subject to the employee resuming duty after the leave.
- 35.5 If Airservices has approved leave without pay for full-time study, such leave will count as service for long service leave, personal leave, and salary advancements, subject to the employee resuming duty after leave.

### **36. Professional registration costs**

Where an employee is required to be registered or certified by a professional body because their work with Airservices, Airservices will pay for that registration (including on-going renewal costs), or reimburse the employee subject to receiving proof of incurring the expense.

### **37. First aid allowance**

- 37.1 If an employee holds a first aid certificate and has been authorised by Airservices to render first aid in the workplace, the employee will be paid a First Aid Allowance.
- 37.2 The First Aid Allowance will continue to be payable during periods of personal, recreation, paid maternity and long service leave, and for the period of notice of termination.
- 37.3 The rate of allowance payable will be in accordance with the level of qualification held as follows:
  - (a) senior First Aid Certificate or equivalent qualification: \$9.81 per week;
  - (b) advanced First Aid Certificate or equivalent qualification: \$12.25 per week; or
  - (c) occupational First Aid Certificate or equivalent qualification \$14.70 per week.

### **38. Motor vehicle allowance**

- 38.1 If Airservices requires an employee to use their private motor vehicle for an official purpose, that employee is entitled to be paid an allowance as set out in the relevant legislative instrument (being F2018L01023 at the time this Agreement commenced) as varied from time to time.

38.2 Where MVA is payable, an employee will be reimbursed for the cost of tolls and reasonable parking costs necessarily incurred on production of receipts.

38.3 If Airservices authorises an employee to use their vehicle for official purposes and the employee is required to pay an additional fee for registration and/or insurance premiums, Airservices will reimburse those excess costs on production of receipts.

### **39. Allowances for TO/GSO/EVT employees**

39.1 If an employee employed in the TO/GSO/EVT classifications holds a General Technical Certification and/or an ARCTick Automotive Licence, the employee will be paid a technical certification allowance of \$40 per fortnight.

39.2 Employees who are emergency vehicle technicians will be paid an EVT Responsibility allowance of \$142 per fortnight if:

(a) employed in the EVT Band 4 classification; and

(b) assigned management responsibility for emergency vehicle maintenance at 2 ARFF stations or at 1 category 10 ARFF station.

39.3 Employees employed in the TO/GSO/EVT classifications will be entitled to an extended field trip allowance of \$19 for each 12 hour period (or part thereof) where they are required to work for more than 7 days, which includes a majority of work at site(s) where there is no permanent TO or GSO or EVT presence. The allowance is payable from the 8<sup>th</sup> day until the end of the trip.

### **40. Loss or damage to employee's belongings**

Airservices will reimburse an employee for the cost of lost or damaged tools, clothing or other items owned by the employee if that loss or damage occurs in the course of performing work. Any reimbursement will not exceed the demonstrated cost of repair or replacement.

### **41. Telephone expenses**

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

### **42. Water subsidy**

If an employee is located at Darwin or Alice Springs and in receipt of a rental subsidy, the employee will receive a subsidy for water consumed in excess of that allowed in the region and/or tenancy agreement. The amount will be paid as a reimbursement on evidence of use up to the maximum of 500 kilolitres.

**43. Special clothing allowance**

If an employee is required to visit a location with a greatly different climate from their home location, Airservices will reimburse the employee up to \$179 annually for the purchase of suitable clothing on production of receipts.

## **PART D – LEAVE**

### **44. Leave principles**

- 44.1 Unless specified otherwise, all time on paid leave will be paid at the employee's base salary rate.
- 44.2 For the purposes of this Part, leave credits will be deducted by Airservices based on the hours the employee would have worked had the employee not taken leave.
- 44.3 Leave accrual rates for part-time employees will be pro-rated.
- 44.4 The following types of leave count as service for all purposes under this Agreement:
- (a) recreation leave;
  - (b) personal/carers leave;
  - (c) jury service leave;
  - (d) emergency service leave;
  - (e) Defence service leave;
  - (f) compassionate leave;
  - (g) purchased additional leave;
  - (h) career break leave;
  - (i) maternity leave (paid), or the first 12 weeks of unpaid maternity leave;
  - (j) adoption leave (paid);
  - (k) supporting partner leave;
  - (l) long service leave;
  - (m) Christmas shutdown leave;
  - (n) special paid leave; and
  - (o) study leave (paid or unpaid, however, any period of unpaid leave will only count for the purpose of accruing long service leave if Airservices specifically approves that it counts as service in accordance with the LSL Act).

### **45. Recreation leave**

- 45.1 Subject to clause 45.2, employees will accrue recreation leave at the rate of four weeks (148 hours) per year of service.

- 45.2 Employees who are rostered to work seven days of the week over their roster cycle are entitled to five weeks (185 hours) of recreation leave per year of service.
- 45.3 Where an employee that usually satisfies the requirements of clause 45.2 ceases to satisfy those requirements, the employee will continue to accrue recreation leave at the rate of five weeks (185 hours) per year of service unless that employee will not satisfy clause 45.2 for more than 6 months.
- 45.4 Recreation leave accrues progressively, and unused amounts accumulate from year to year. Any unused recreation leave will be paid out on termination of employment. Leave credits and debits will be recorded in hours and minutes.
- 45.5 Recreation leave will be taken at times agreed between employees and Airservices except where Airservices directs an employee to take leave in accordance with clause 45.6.
- 45.6 Airservices may direct an employee to use recreation leave:
- (a) in excess of 12 months' worth of accrual if the employee has a balance of more than 18 months' worth of accrual (though Airservices may choose to allow an employee to accrue recreation leave up to any amount); or
  - (b) in the event of a shutdown of any part of the business, including over Christmas and New Year periods.

Airservices must give at least 4 weeks' notice prior to the commencement of a period of directed recreation leave.

#### ***Cashing out recreation leave***

- 45.7 An employee may cash out recreation leave if:
- (a) Airservices and the employee agree to the cashing out in writing (each cashing out must be by separate agreement); and
  - (b) the employee has taken at least 2 weeks (74 hours) of recreation leave in the past 12 months; and
  - (c) the employee has at least 4 weeks (148 hours) of recreation leave available after the cash out.
- 45.8 Recreation leave will be cashed out at the rate that would have been payable to the employee had the employee taken the recreation leave at the time of the cashing out.

#### **46. Personal/carers leave**

- 46.1 Employees will be credited 18 days (133.2 hours) of personal/carers leave per year of service. Unused personal/carers leave will carry over from year to year.
- 46.2 An employee is entitled to take paid personal/carers leave if the employee:
- (a) notifies Airservices as soon as reasonably practicable after the employee becomes aware of the reason for taking the leave; and
  - (b) is

- (i) unable to perform their duties due to illness or injury; or
  - (ii) caring for a member of the employee's immediate family or household who requires care or support because of an injury, illness or unexpected emergency.
- 46.3 Employees have access to personal/carers leave due to the employee's own illness/injury for up to 5 days per year, with no longer than 3 days continuous absence, without being required to provide evidence. Airservices can require evidence for all other absences.
- 46.4 Evidence of the reason for taking personal/carers leave must satisfy a reasonable person. Evidence that will usually satisfy a reasonable person is:
  - (a) a medical certificate from a registered health practitioner; or
  - (b) a statutory declaration declaring the reason for taking the leave and why obtaining a medical certificate was not reasonably practicable.
- 46.5 Airservices may choose to waive the evidence requirements for taking personal/carers leave.
- 46.6 For the avoidance of doubt, an employee's absence from 1 shift that spans 2 calendar days counts as an absence of 1 day for the purposes of this clause 46.
- 46.7 An employee may take up to 2 days of unpaid carer's leave each time a member of the employee's immediate family or household requires care or support because of a personal or injury, or an unexpected emergency affecting the member if:
  - (a) the employee has exhausted their entitlement to paid personal/carers leave; or
  - (b) the employee is a casual employee.
- 46.8 An employee may access up to 8 days (59.2 hours) of their personal leave entitlement within each year of service for the following purposes, where the employee would not otherwise be entitled to utilise their personal leave entitlement for that purpose in accordance with the National Employment Standards:
  - (a) caring for their child during their domestic partner's confinement;
  - (b) caring for a member of the employee's immediate family or household who requires care because of the sudden unavailability of a care provider;
  - (c) moving house;
  - (d) attending the birth of their child in addition to any parental leave;
  - (e) a witness in court;
  - (f) in an emergency domestic situation, for example a natural disaster or family accident or incident; or
  - (g) a special family or cultural event.

#### **47. Compassionate leave**

- 47.1 Employees, other than casual employees, may take 3 days of paid compassionate leave on each occasion an immediate family member or member of the employee's household dies, or is ill or injured to the extent that person's life is threatened. A casual employee may take 2 days of unpaid compassionate leave on each occasion an immediate family member or member of the employee's household dies, or is ill or injured to the extent that person's life is threatened. An employee who wishes to take compassionate leave must advise Airservices as soon as is reasonably practicable of the need to take compassionate leave.
- 47.2 Airservices may approve the employee taking additional days off using the employee's other leave entitlements.

#### **48. Jury service leave**

- 48.1 Employees will continue to be paid their salary, including any usual shift loadings, while on jury service leave.
- 48.2 If an employee on jury service leave receives any payment from the court, this payment must be disbursed to Airservices except for those payments that are made in relation to the employee's travel or meal costs.

#### **49. Emergency service leave**

Subject to the employee providing notice as soon as reasonably practicable and Airservices agreement, employees that are members of an emergency service organisation may take paid emergency service leave to attend an emergency situation. Airservices may provide a standing agreement for an employee to take emergency service leave.

#### **50. Defence service leave**

- 50.1 If an employee is a Defence Reservist, the employee is entitled:
- (a) 74 hours of paid leave to attend recruit/initial employment training one time only; and
  - (b) 148 hours of paid leave on commencement with Airservices, and each anniversary of the employee's commencement date. Any Defence service leave not taken within 2 years of it being credited will be forfeited.
- 50.2 To be entitled to use paid Defence service leave, the employee will, wherever possible, provide at least 3 months' notice to Airservices, and provide proof of attendance at Defence service.
- 50.3 Any other Defence service leave outside of the above entitlements will be unpaid.
- 50.4 Defence service leave, whether paid or unpaid, will count as service for all purposes, except for unpaid defence service leave of more than 6 months, which will not count as service for recreation leave purposes.

#### **51. Leave without pay**

Airservices and an employee may make arrangements for the employee to take leave without pay. The period during which an employee is on unpaid leave will not be included

for any purpose as part of the employee's period of service, unless otherwise specified or required by legislation. If an employee is absent on approved leave without pay either immediately before or immediately after a public holiday, the employee will be paid for the public holiday.

## **52. Special paid leave**

Special paid leave is paid leave taken without deduction from any of the employee's leave accruals. Airservices may grant, at its complete discretion, special paid leave in any circumstances it sees fit. Circumstances in which Airservices may grant special paid leave include where the employee has exhausted their personal leave accrual but remains unfit for work in extenuating circumstances.

## **53. Purchased leave**

Airservices and an employee may make arrangements for the employee to purchase leave by deducting the value of the leave from the employee's salary.

## **54. Parental leave**

- 54.1 Parental leave benefits set out in this clause 54 applies to the employee who has or will have the responsibility for the primary care of the child.
- 54.2 Fixed term employees' eligibility for parental leave is limited by the requirement that any such leave cannot extend beyond the end date of their employment. Casual employees may be entitled to unpaid parental leave in accordance with the Act.
- 54.3 Employees with 12 months' continuous service may take up to 52 weeks unpaid parental leave in accordance with the Act, for either the birth or adoption of a child. Unpaid parental leave can be taken in conjunction with other paid leave (i.e. recreation leave, long service leave, paid maternity leave, paid adoption leave).
- 54.4 An employee can request up to an additional 52 weeks of unpaid parental leave in accordance with the Act. Airservices will consider the request and only refuse the request on reasonable business grounds.
- 54.5 In instances where an employee's domestic partner works for Airservices, both parents cannot take unpaid parental leave at the same time, except for a period of 8 weeks in the first 52 weeks following the birth or adoption of the child.
- 54.6 The period during which an employee is absent on unpaid parental leave does not count as service for any purpose.
- 54.7 Except in the required absence set out in clause 55.3, employees are entitled to end a period of parental leave (including special maternity leave) and resume duty at the same classification level at any time after giving Airservices at least 4 weeks' notice.

## **55. Maternity leave**

- 55.1 Employees who have given birth are entitled to take up to 104 weeks of unpaid maternity leave.



- 55.2 Employees are required to provide Airservices with a minimum of 10 weeks' notice (or notice as required under the *Civil Aviation Safety Regulations (1998)*) before the expected date of birth and, not less than 10 weeks prior to the expected date of birth, a doctor's certificate confirming the expected date of birth. Where the expected date of birth changes during pregnancy, the employee must submit a new certificate stating the revised expected date of birth.
- 55.3 Employees are required to absent themselves from work for a period commencing 6 weeks before the expected date of birth of the child and 6 weeks after the actual date of the birth, unless a shorter period is agreed based on advice from a medical practitioner.
- 55.4 Provided an employee has at least 12 months continuous service at the time of commencing maternity leave and is the child's primary caregiver, the employee will be entitled to 14 weeks' paid leave or 28 weeks at half pay.
- 55.5 Airservices will recognise previous service with different employers covered by the *Maternity Leave (Commonwealth Employees) Act 1973* as qualifying service for the purposes of paid leave entitlements, providing that service is continuous. Continuous service will mean that the employee began working for a new employer on the next working day after ceasing work for the former employer.
- 55.6 If an employee's pregnancy terminates after the 22nd week of gestation, the employee will be entitled to paid maternity leave. An employee whose pregnancy terminates will otherwise be entitled to Special Maternity Leave in accordance with the National Employment Standards.

## **56. Adoption leave**

- 56.1 Employees are entitled to 14 weeks' paid adopted leave, or 28 weeks at half-pay, if the employee:
- (a) is adopting a child under the age of five years who is not a child or step-child of the employee or an employee's partner;
  - (b) has at least twelve (12) months continuous service with Airservices at the time of taking adoption leave; and
  - (c) is the child's primary caregiver.
- 56.2 Employees must provide documentary evidence of approval for adoption.
- 56.3 The entitlement to paid adoption leave can be taken either as a single period of leave or as 2 or more periods of leave during the 52 week period commencing on the day of the child's placement.
- 56.4 An employee, including a casual employee, is entitled to up to 2 days of unpaid preadoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child. The employee is not entitled to take a period of unpaid adoption leave if the employee could instead take some other form of paid leave.

## **57. Supporting partner leave**

If an employee has at least 12 months continuous service with Airservices and their partner gives birth or adopts a child, the employee will be entitled to 1 week of paid supporting

partner leave within 12 months of the birth/adoption of the child or in exceptional circumstances at an alternative time agreed with the employee's manager.

## **58. Long service leave**

- 58.1 Employees are entitled to long service leave in accordance with the LSL Act.
- 58.2 Employees are entitled to 3 months leave after 10 years continuous service. Long service leave accrues and is credited on each completed year of service thereafter.
- 58.3 Approval of an employee's application for leave will be subject to employees giving reasonable notice of an employee's intention to take leave, and operational requirements.
- 58.4 The minimum period of long service leave Airservices will grant is 7 calendar days at full pay, or 14 calendar days at half pay
- 58.5 Employees may not break long service leave with other forms of leave unless permitted by legislation.
- 58.6 If an employee has 1 to 10 years' service, Airservices will make a pro rata payment in lieu of long service leave in the event of:
  - (a) resignation by employees on reaching retirement age;
  - (b) retirement or resignation due to ill-health;
  - (c) retrenchment; or
  - (d) death (payment will be made to the employee's dependants or legal representatives).

## **59. Paid Christmas shutdown leave**

- 59.1 This clause 59 does not apply to NCC and HF employees.
- 59.2 Employees are entitled to the following 2 days of paid leave, in addition to all other types of leave, during Christmas shutdown periods:
  - (a) 30, 31 December 2019
  - (b) 30, 31 December 2020
  - (c) 30, 31 December 2021

Note that in addition to the above 2 days each year, Airservices will provide another day of leave in accordance with clause 61.1(i).

- 59.3 If Airservices directs an employee to work on any of the dates listed in clause 59.2 above, Airservices will pay the employee at 150% of their base salary for the hours worked, or grant time off in lieu, at the loaded rate, for the hours worked.
- 59.4 Shiftworkers who are rostered off on a date listed in clause 59.2 above are entitled to take equivalent time off in lieu within 4 weeks, at a time agreed between Airservices and the employee.

59.5 If this Agreement is operating during a Christmas shutdown period after 2021, Airservices will determine the dates on which to provide 3 days of Paid Christmas shutdown leave.

#### **60. Personal/carer's leave during another type of leave**

60.1 If an employee becomes entitled to personal/carers leave during a period of recreation leave or long service leave, and produces a medical certificate (or if it is not reasonably practicable to obtain a medical certificate, other evidence that would satisfy a reasonable person) the employee will be re-credited with the period of leave that would have otherwise been taken.

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

60.3 If an employee becomes ill while on unpaid maternity leave, the employee may be granted paid personal leave subject to the provision of a medical certificate.

#### **61. Public holidays**

61.1 Employees (excluding casual employees) are entitled, without loss of pay, to the following public holidays. Where one of the following public holidays is substituted by a gazette in the relevant State in Territory, the employee is only entitled to the substituted day.

(a) New Year's Day;

(b) Australia Day;

(c) Good Friday and the following Saturday and Monday;

(d) Anzac Day;

(e) Queen's Birthday;

(f) Labour Day or Eight hours' day;

(g) Christmas Day;

(h) Boxing Day;

(i) an additional day normally in conjunction with Christmas/New Year holidays; and

(j) any State or Territory public holiday not listed above 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.

61.2 When an employee takes leave over a gazetted public holiday, that period will not be deducted from the employee's leave balance.

**62. Career break leave**

Airservices may approve an employee taking career break leave. Details of career break leave will be in policy.

**63. Technical training**

63.1 All technical practitioners employed in either the TO, GSO or EVT classifications will receive on average 5 days technical training per year. The 5 days per year is an average for a group of practitioners rather than an allocation of 5 days per employee. This period of technical training does not include time required for training on new equipment.

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

## **PART E – PERFORMANCE, CONDUCT, FITNESS AND TERMINATION**

### **64. Recruitment and selection**

- 64.1 Airservices will make recruitment and promotion decisions based only on 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.
- 64.2 Airservices will comply with its obligations under anti-discrimination legislation.

### **65. Work performance**

- 65.1 An employee and their manager will formally review performance annually using a work performance system. The work performance year will run from 1 July to 30 June. The *Work Performance Framework* provides details.
- 65.2 The purpose of the Work Performance Framework provides a framework for managers and employees to improve employees' performance by:
  - (a) ensuring that expectations are understood;
  - (b) identifying training needs and providing appropriate opportunities;
  - (c) providing feedback and coaching against expectations; and
  - (d) providing fair and consistent assessments of performance.

### **66. Career development**

Employees' managers once removed will meet with employees annually to formally provide employees with guidance and feedback on the employee's capability, goals and aspirations for their future with Airservices. As an output from this meeting, managers may agree to specific development opportunities to prepare the employee for future roles. Where Airservices requires an employee to engage in professional development, Airservices will provide the opportunity to meet those requirements.

### **67. Assisting ill and injured employees**

- 67.1 Airservices is committed to the effective management of illness and injury with a focus on supporting employees to return to their pre-injury or illness position and duties. Airservices' case managers are available to support ill and injured employees with managing their medical conditions and facilitating their return to work at the earliest opportunity.
- 67.2 If an employee is, or is likely to be, on an extended absence because of illness or injury, the employee will:
  - (a) contact their manager as soon as practicable to outline the reason for their absence and likely period of absence;
  - (b) work cooperatively with Airservices in managing the illness or injury;

- (c) keep their manager or case manager informed about the progress of their treatment and rehabilitation; and
- (d) attend any medical appointments which Airservices arranges under clause 67.3.

67.3 Airservices may arrange for (at Airservices' expense) the employee to be examined by a nominated medical practitioner in circumstances where Airservices has concerns that the employee's health:

- (a) may be affecting their work performance;
- (b) has caused, or may cause, an employee to have an extended absence from work;
- (c) may be a danger to an employee;
- (d) has caused or may cause, a danger to other employees or members of the public; or
- (e) may be affecting their standard of conduct.

67.4 If Airservices arranges for an employee to attend a medical practitioner, Airservices will provide the employee with information regarding the time and place of the appointment, the purpose of the appointment and the reason Airservices arranged it. After the appointment, Airservices will provide the employee with written details of the findings of the medical examination, any recommendations provided by the medical practitioner and advise the employee of any action Airservices proposes as a result.

67.5 If an employee is unable to return to their pre injury/illness position and duties, Airservices may take action that includes but is not limited to, in descending order:

- (a) redeploy you at the same level in a different position;
- (b) redeploy you to a lower level position with your consent;
- (c) redeploy you to a lower level position without your consent; or
- (d) terminate your employment with us.

67.6 Employees will be given at least 14 days, or another time as agreed, to respond to any action Airservices proposes to take.

67.7 In this clause 67, **medical practitioner** means a registered medical practitioner nominated by Airservices.

## **68. Misconduct, poor performance and termination**

68.1 Airservices' primary focus when managing an employee whose performance and/or conduct is unsatisfactory should be to constructively assist the employee to improve to a satisfactory level within a reasonable time and without a formal process.

68.2 When managing an employee's underperformance or misconduct, Airservices will follow the principles of procedural fairness and natural justice. This includes:

- (a) promptly informing employees about concerns with their performance and/or conduct;

- (b) giving employees the time and opportunity to seek advice from a representative of their choosing;
- (c) giving employees the opportunity to be heard, including the opportunity to be represented in these matters; and
- (d) being unbiased and genuine in considering the employee's views, including the views put forward by the employee's representative.

68.3 Where Airservices has established that an employee's performance and/or conduct has been unsatisfactory after following clause 68.1, Airservices can take any one or more of the following actions:

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

68.4 Airservices is entitled to summarily terminate an employee's employment only if the employee has engaged in serious misconduct or in other conduct that warrants summary dismissal under the common law.

## **69. Loss of essential qualification**

69.1 For the purpose of this clause 69, an essential qualification is any qualification, certification, licence, rating or membership that an employee must hold to perform their job with Airservices. Airservices, or in some cases an industry of professional association, may determine what is an essential qualification.

69.2 Where an employee loses an essential qualification, they must notify Airservices as soon as practicable.

69.3 Where an employee loses an essential qualification in circumstances covered by clauses 67 (assisting ill and injured employees) or 68 (misconduct and poor performance), then the matter must be addressed in accordance with those clauses, not this clause.

69.4 Where the circumstances cannot be dealt with under either clause 67 or 68, the following procedure will apply when an employee loses an essential qualification.

- (a) Airservices will discuss the matter with the employee, and where the employee chooses, an Employee Representative.
- (b) The employee will be given 7 days to explain to Airservices the loss of the qualification.

(c) After receiving an explanation, or after the expiry of the 7 day period, Airservices may make its own inquiries. In making its findings, Airservices will consider the options available for regaining the qualification, including costs and timing, and the employee's explanation. Airservices will provide the employee with any findings from its inquiries and, where it does so, provide the employee with another 7 days to comment.

69.5 If Airservices considers the employee is likely to regain the qualification within a reasonable time, the employee will be provided with suitable duties until the qualification is regained.

69.6 If Airservices considers that the employee is not likely to regain the qualification within a reasonable time, Airservices will first consider whether redeployment, including to different duties and/or a different classification, would be efficient.

69.7 If Airservices redeploys the employee to a lower classification, it must provide the employee with written reasons and advice of any right to appeal.

69.8 If Airservices considers that redeployment would not be efficient, it may terminate the employee's employment. If Airservices terminates an employee, it must provide written reasons.

## **70. Stand down with pay**

70.1 Without needing to comply with the principles of procedural fairness, Airservices can stand down an employee on full pay, or set certain conditions in relation to the performance of work and conduct, for a period of time for the purpose of:

- (a) conforming with regulations;
- (b) safety in the workplace, including the safety of other employees;
- (c) assessing the employee's fitness for duty;
- (d) investigating the employee's conduct or performance; or
- (e) because the employee was directly or indirectly involved in an accident or incident.

70.2 Such standing down shall not be treated or regarded as indicating that the employee has engaged in conduct that is wrongful or unsatisfactory.

## **71. Notice of termination requirements**

71.1 Airservices will comply with the notice of termination requirements of the Act. For permanent employees, the required notice periods depend on years of continuous service as follows:

- (a) less than 1 year of service: 1 week
- (b) between 1 and 3 years of service: 2 weeks
- (c) between 3 and 5 years of service: 3 weeks
- (d) more than 5 years of service: 4 weeks



- 71.2 If an employee is more than 45 years old and has more than 2 years of continuous service, that employee will receive an extra week of notice.
- 71.3 Permanent employees must provide Airservices with at least 2 weeks' notice of their resignation.
- 71.4 Where Airservices has given an employee notice of termination, the employee is entitled to 1 calendar day off without loss of pay for the purposes of seeking other employment. This time can be taken at an employee's convenience after consultation with Airservices.
- 71.5 Airservices may terminate a casual employee's employment by giving employees 1 day of notice.
- 71.6 Airservices is not required to provide notice of termination of employment where an employee is being terminated due to serious misconduct.
- 71.7 Notices of termination of employment must be in writing and state the reasons for the termination and details of the counselling provided.

## **72. Abandonment of employment**

- 72.1 An unapproved absence from work for a continuous period exceeding 5 working days without notification to Airservices will be prima facie evidence that the employee has abandoned their employment.
- 72.2 Airservices will make all reasonable attempts to contact employees during the 5 day period for an explanation concerning an employee's absence.
- 72.3 Where employees have abandoned an employee's employment, the date of effect will be the date of an employee's last attendance at work, or an employee's last day of approved absence, whichever is later.

## **73. Subsidiaries**

- 73.1 If an employee of Airservices accepts employment by a wholly-owned subsidiary of Airservices, the employee's continuity of service will be deemed not to have been broken, service for Airservices will count as service with the subsidiary for the purpose of all service-related benefits (including leave and severance entitlements), and the employee's accrued leave entitlements will be transferred to the subsidiary.
- 73.2 Airservices may require an employee to perform work for a subsidiary, or second an employee to the subsidiary, within the employee's skills, competence and training.

## **74. Redeployment and redundancy**

- 74.1 Clause 74 does not apply to casual employees, fixed-term employees, or employees who commenced employment with Airservices within 3 months of their redundancy taking effect.
- 74.2 Where an employee has received an offer from Airservices for reasonable alternative employment, the employee is not entitled to receive severance pay. Reasonable alternative employment means a permanent position that is at the same level, requires similar skill and responsibility, and is in the same geographical location as the employee's redundant position.

- 74.3 Re-deployment should be on a voluntary basis and prior to re-deployment the wishes of the employee should be ascertained.
- 74.4 Employees will not be required to undertake new duties, implement new procedures, operate new equipment or use new systems without having been provided with training appropriate to the work to be performed.
- 74.5 Retraining, usually in the form of on-the-job training, should be arranged for employees who are likely to be affected by re-structuring.

#### ***Consultation***

- 74.6 Airservices will consult with employees in accordance with clause 9 of this Agreement when it has made a definite decision to make a major change which is likely to result in the termination of the employment of employees on the ground of redundancy. As part of this consultation, Airservices will consult with employees in relation to redeployment and voluntary redundancy opportunities.

#### ***Declaration as potentially surplus***

- 74.7 Airservices may declare a position redundant if Airservices decides that it no longer needs that position to be performed by anyone, or it needs the position to be performed in a different location. Where Airservices has declared a position redundant, the employee or employees in that position become "potentially surplus".
- 74.8 From the time an employee becomes potentially surplus, Airservices:
- (a) must take all reasonable steps to redeploy the employee to a suitable vacant position, including considering them in isolation and not in competition from applicants who are not potentially surplus for all vacancies, until the employee is either redeployed or their employment is terminated; and
  - (b) may offer the employee a voluntary redundancy.
- 74.9 Suitable vacant positions include positions for which the potentially surplus employee would be suited to after a reasonable period, or after a reasonable period of training provided by Airservices. Airservices' primary objective will be to redeploy potentially surplus employees to existing vacancies at or above their existing classification level. An employee may accept a vacancy at a lower classification level.
- 74.10 If an employee requests, Airservices will consider job swaps between a potentially surplus employee who wishes to remain employed with Airservices and an employee who is not potentially surplus but is willing to take a voluntary redundancy.
- 74.11 If an employee whose position will be made redundant accepts redeployment to a position at a lower classification with a lower salary, that employee will be entitled to maintain their pre-redundancy salary (as defined at 74.22) for 13 months if the employee is aged over 45 or has more than 20 years of continuous service or 7 months for all other employees.

### ***Voluntary redundancy***

- 74.12 If Airservices offers an employee a voluntary redundancy, that employee must be given at least 4 weeks to accept or decline the offer. If an employee does not respond in that time, they will be deemed to have declined the offer.
- 74.13 From the date an employee accepts an offer of voluntary redundancy, Airservices will provide 4 weeks' notice of termination of employment, or 5 weeks' notice if the employee is over 45 years old and has at least 2 years' service, or payment in lieu of notice, subject to staffing requirements and the employee's wishes.

### ***Involuntary redundancy***

- 74.14 Before terminating an employee's employment by way of involuntary redundancy, Airservices will provide at least 3 months' notice. Airservices may not commence the 3 month notice period until the employee has declined an offer of voluntary redundancy. Where the employee agrees, Airservices may make a payment in lieu of part or all of the 3 month notice period.
- 74.15 Unless the employee consents, Airservices will not terminate an employee's employment by way of involuntary redundancy until Airservices has determined that:
- (a) there are no suitable vacancies for redeployment (which includes vacancies at a lower classification, and vacancies the employee would be suited to after a reasonable period, or after a reasonable period of training provided by Airservices); and
  - (b) there are no positions for which the employee is suitable, at the same level and location, the occupants of which have volunteered to be terminated.

### ***Transfers***

- 74.16 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 in accordance with the relevant transfer entitlements in clause 30.
- 74.17 When an employee is on a term transfer and terminated under this provision, they will be entitled to reimbursement of reasonable expenses associated with relocation to their Previous Location on the same basis as they would have been at the completion of their term transfer.

### ***Severance pay***

- 74.18 If Airservices terminates an employee's employment by way of either voluntary or involuntary redundancy, Airservices will make a severance payment calculated in the following way:
- (a) 4 weeks' salary per year of service for the employee's first five years' of service; plus
  - (b) 3 weeks' salary per each subsequent year of service thereafter; and
  - (c) a pro rata payment using the rates in (a) and (b) above for each completed month of service since the last completed year of service; and
  - (d) the maximum severance payment is 75 weeks' salary.

- 74.19 Airservices will make payment in lieu of any unexpired portion of notice referred to in clause 71.
- 74.20 Airservices will make payment in lieu of unused recreation leave credits.
- 74.21 Airservices will make 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 (for example, if the employee has completed 1 full year of service, the employee will be entitled to a pro rata payment for completed years and months of service).
- 74.22 For the purposes of this clause 74, salary means an employee's base salary plus
- (a) higher duties allowance where that allowance was paid to the employee for a continuous period of 12 months immediately preceding the date the employee is notified of the termination of their employment; and
  - (b) the average weekly shift loading paid to the employee (including public holiday shift loadings) in the past 12 months where a shift loading was paid to the employee for at least half the pay periods in 12 months immediately preceding the date the employee is notified of the termination of their employment; and
  - (c) other allowances in the nature of salary ordinarily received by the employee.
- 74.23 For the purposes of clause 74, service means continuous employment with Airservices and its predecessors, the Australian Public Service, the Australian Defence Forces and other employers specified under regulation 8 of the *Long Service Leave (Commonwealth Employees) Regulations*, excluding any period of service for which the employee has received a redundancy payment.
- 74.24 For the purposes of this clause 74, continuous employment means a period of employment with employers mentioned above that is not broken, or where there was a break in employment, the employee had received a firm offer of employment from the next employer before termination with the previous employer.
- 74.25 If the employee is entitled to be paid an Early Retirement Benefit on age retirement, they will be paid those benefits when they receive the severance benefits payable under this clause 74.

***Personal support***

- 74.26 Airservices will provide:
- (a) information and counselling to enable the employee to plan their future and consider the options under this clause 74;
  - (b) at Airservices' discretion, study leave to undertake training or education (which may include a short course);
  - (c) at Airservices' discretion, the reimbursement of tuition fees and HECS charges incurred during the calendar year of the employee's termination date where the study commenced before the employee's employment was terminated;
  - (d) reasonable leave with full pay to attend employment interviews and reasonable travel and incidental expenses approved by Airservices; and

- (e) reimbursement of independent financial advice up to \$575;
- (f) an analysis of career prospects in the employee's employment group, including advice on skills and training needs.
- (g) every opportunity to take any excess leave before the employee's employment is terminated.

## PART F – REMUNERATION

### 75. Salary

- 75.1 The classification structure, appointment and promotion arrangements for each classification and base salary points for employees in each classification is set out at the Attachments to this Agreement.
- 75.2 The classification of each position will be determined based on the work value of the position. Work value includes consideration of the expertise, judgement and accountability requirements.

### 76. Salary setting and progression

#### ***Salary on commencement or promotion***

- 76.1 Where an employee commences employment with Airservices, or is promoted to a higher classification, the employee's salary will be set at the minimum salary point for the classification, subject to:
- (a) an assessment of the employee's skills, knowledge and experience; and
  - (b) if an employee is promoted to a higher classification, the employee's salary upon promotion being no less than their salary immediately preceding the promotion.

#### ***Salary progression – from 1 July 2020 onwards***

- 76.2 Clauses 76.3 and 76.4 will apply on and from 1 July 2020.
- 76.3 An employee will receive salary progression of 1% of base salary effective from 1 July in a year if:
- (a) the employee is in a classification which has a minimum and maximum salary point;
  - (b) the employee has been assessed in the formal performance review for the preceding financial year as at least meeting the expectations set out in their work performance agreement (however described); and
  - (c) the employee's salary immediately prior to progression is below the maximum salary point for their classification.
- 76.4 Any salary progression under subclause 76.2 will not result in an employee's salary at the relevant classification exceeding the maximum salary point for that classification. Where salary progression would take an employee's salary above the maximum salary point for their classification, the employee's salary will be increased to the maximum salary point for their classification (and no higher).

#### ***Salary progression between zones for TP employees***

- 76.5 The TP classifications reflect different levels of work value and are underpinned by work level descriptors.
- 76.6 Underpinning each Band (and distinguishing between each Pay Zone within TP Bands 2 and 3) are the agreed Work Level Descriptors.

76.7 Broadbanding arrangements apply:

- (a) across Pay Zones in Band 2;
- (b) across Pay Zones in Band 3.

76.8 An employee may only advance through a broadband set out in clause 76.7 if:

- (a) the employee has demonstrated the sustained exercise of sufficient advanced skills, behaviours and accountabilities;
- (b) there is an ongoing requirement to utilise these at the work level of the higher Pay Zone; and
- (c) an employee's performance is at least satisfactory.

***Classification for employees at the ASA 7 or ASA 8 classification immediately prior to commencement of Agreement***

76.9 If, immediately prior to the commencement of this Agreement, an employee was in a position at the ASA 7 classification, the employee will have their salary set in accordance with the Grandfathered ASA 7 classification set out at Attachment 1 to this Agreement, until such time as the employee voluntarily ceases to be in that position. No other employees will be appointed or promoted to the Grandfathered ASA 7 classification. An employee in the grandfathered classification will be entitled to salary progression in accordance with clauses 76.3 and 76.4.

76.10 If, immediately prior to the commencement of this Agreement, an employee was in a position at the ASA 8 classification, the employee will have their salary set in accordance with the Grandfathered ASA 8 classification set out at Attachment 1 to this Agreement, until such time as the employee voluntarily ceases to be in that position. No other employees will be appointed or promoted to the Grandfathered ASA 8 classification. An employee in the grandfathered classification will be entitled to salary progression in accordance with clauses 76.3 and 76.4.

**77. Payment arrangements**

77.1 Airservices will pay salary into employees' nominated accounts each fortnight.

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

77.3 Where Airservices has overpaid an amount to an employee and the employee has not repaid that amount prior to ceasing employment, Airservices may (with the employee's written authorisation) deduct the amount from any final monies owing to the employee.

**78. Superannuation**

78.1 For employees who are members of AvSuper's Defined Benefit Division, the Commonwealth Superannuation Scheme, or the Public Sector Superannuation Scheme, their superannuation arrangements will continue in accordance with the relevant trust deed or legislation.

78.2 For employees who are not members of a defined benefit scheme, Airservices will contribute 14% of the employees' base salary, and any recognised allowance, to the employee's chosen superannuation fund.

78.3 For the purposes of clause 78.2 recognised allowances are:

- (a) shift loadings;
- (b) public holiday penalties;
- (c) first aid allowance;
- (d) higher duties allowance;
- (e) technology professional development allowance;
- (f) general technical certification allowance GSO/TO employees;
- (g) on the job training allowance (NCC/ HF); and
- (h) technical allowance for EVTs.

78.4 If an employee has not nominated an eligible superannuation fund, Airservices will make contributions to the Accumulation Division of AvSuper.

## **79. Salary sacrifice**

Subject to Airservices' agreement, employees may make arrangements to salary sacrifice part or all of their base salary for non-cash benefits or superannuation. 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 the employee's revised base salary.

## **80. Cadets**

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

80.2 Cadets will be paid the following percentages of the base salary of their TP Band:

- (a) Part way through or completed the first year of tertiary education: 55%
- (b) Part way through or completed the second year of tertiary education: 60%
- (c) Part way through or completed the third year of tertiary education: 70%
- (d) Part way through the fourth or later year of tertiary education: 80%.

## **81. Apprentices**

Employees employed in the TO/GSO/EVT classifications engaged as apprentices will be paid a salary as a percentage of the minimum salary point of Band 2 as follows:



Year of apprenticeship	Age under 21	Age over 21
1 <sup>st</sup>	42%	79%
2 <sup>nd</sup>	55%	84%
3 <sup>rd</sup>	75%	87%
4 <sup>th</sup>	88%	91%

## **SCHEDULE – High Frequency (HF) and Network Coordination Centre (NCC) employees**

### **1. Relationship to the Agreement**

This Schedule applies to all employees employed in the NCC and HF classifications in the Attachment to this Agreement, including while those employees are on secondment elsewhere in Airservices. To the extent there is any inconsistency between this Schedule and the Agreement, this Schedule prevails.

### **2. Local Consultative Councils (LCC)**

- 2.1 LCCs will meet quarterly, or more frequently if required to facilitate consultation on work-related matters, including hours of work.
- 2.2 LCCs will be composed of Employee Representatives and Airservices' management.
- 2.3 Airservices will release Employee Representatives, without loss of pay or conditions from work to attend LCC meetings and undertake representation business resulting from those meetings.
- 2.4 If an employee attends an LCC meeting on non-working time, the employee will receive overtime pay for the time of attendance.

### **3. Hours of work**

#### ***Definitions***

- 3.1 In this clause 3:
  - (a) **“Acquittal Period”**: the time it takes for a roster to run from start to finish.
  - (b) **“One clear day off”** consists of a minimum of 30 hours including 24 hours' time off duty commencing at midnight.
  - (c) **“Two clear days off”** consists of a minimum of 54 hours including 48 hours' time off duty commencing at midnight.
  - (d) **“Three clear days off”** consists of a minimum of 78 hours including 72 hours' time off duty commencing at midnight.
  - (e) **“Quick Change”** means rostered return to duty after less than 14 hours' time off unless the break occurs over a sleep period.
  - (f) **“Journeyman”** is a classification an employee progresses to after successful attainment of their initial endorsement or qualification. The employee will progress to the next classification (either NCC1 or ACS1) following successful completion of their first post-endorsement assessment or qualification assessment, or after 6 months as a Journeyman, whichever occurs earlier.
  - (g) **“Night shift”** means a shift which includes the hours from 0001 to 0559.

- (h) **“Sleep period”** means the hours between 11:00pm and 6:00am
- (i) **“Stand-by shift”** is a shift in which an employee is rostered to attend work only if called by Airservices in the event of an actively rostered employee’s unplanned absence.
- (j) **“Base Roster”** (also known as the ‘master template’) is the pattern of shifts to be worked by a group of employees, showing the number of consecutive days rostered on and rostered off and the start and finish times of each shift. For the purposes of clause 9 in the body of this Agreement (that is, the consultation clause), Base Roster means the ‘regular roster’.

***Ordinary time***

- 3.2 Airservices will develop rosters in consultation with employees and accommodate an employees’ preferences for their hours of work where doing so fits within the requirements of the employees’ role and other employees.
- 3.3 Airservices should develop rosters in accordance with fatigue management principles.
- 3.4 An employee’s total rostered ordinary hours of duty will not exceed an average of 74 hours per fortnight inclusive of shift hand-over duties. The 74 rostered ordinary hours will be averaged over the acquittal period for the Base Roster concerned.
- 3.5 The minimum length of an ordinary time shift is 6 hours.
- 3.6 Ordinary time shifts will not normally exceed 8 hours, but may be up to 10 hours.
- 3.7 Night shifts will not exceed 8 hours.
- 3.8 Ordinary time shifts will not normally commence or cease between midnight and 6:00am. Shifts may commence before 6.00am, but not before 4:59am and may extend beyond midnight.

***Extension of rostered shift***

- 3.9 With the employee's consent, an employee's rostered shift may be extended prior to the scheduled commencement time or beyond the normal finishing time, provided that the total length of the shift worked does not exceed 10 hours. Employees will not unreasonably withhold their consent.

***Consecutive shifts***

- 3.10 The minimum number of consecutive rostered shifts will be 3.
- 3.11 The maximum number of consecutive rostered shifts will be 5.
- 3.12 The maximum number of consecutive rostered shifts identified in clause 3.11 can be varied by agreement between Airservices and an employee (or group of employees) to a maximum of 6.
- 3.13 The maximum number of hours that can be rostered in consecutive shifts will be 48.

- 3.14 The maximum number of consecutive shifts worked, inclusive of overtime will be 10; and
- 3.15 the maximum time worked in consecutive shifts inclusive of additional duty will be 80 hours.

***Time off between shifts***

- 3.16 The minimum duration of a time off period between ordinary time shifts is 10 hours.
- 3.17 3 clear days off will be rostered following a run of 6 consecutive shifts or following a run of consecutive shifts totalling more than 40 hours worked.
- 3.18 2 clear days off will be rostered following a run of 5 consecutive shifts or consecutive shifts totalling more than 30 hours worked.
- 3.19 In each 28 day period, measured with reference to the commencement of the roster cycle concerned, a minimum of 8 days off will be rostered, including a minimum of 2 clear days off on at least 2 occasions.
- 3.20 Rosters will not contain more than 7 quick changes in any 6 week period, measured continuously.

***Changes to a Base Roster***

- 3.21 Employees will nominate Local Rostering Representatives (**LRRs**) to represent their interests regarding hours of work.
- 3.22 Wherever Airservices proposes to change a Base Roster, Airservices will provide at least 3 alternative Base Rosters to the relevant LRRs to consider.
- 3.23 Airservices will consult with LRRs about roster options, and take into account and seek to reach agreement about issues raised in relation to those options. Airservices will give employees a reasonable time to develop and propose alternative Base Rosters that satisfy operational objectives.
- 3.24 Airservices will abide by any preference expressed by LRRs between Base Roster alternatives that satisfy Airservices' operational objectives.

***Notification of employee's rosters***

- 3.25 An employee will be notified of their roster at least 45 days before the first day of work on that roster.
- 3.26 An employee will progress through the Base Roster in an orderly way and an employee's progress will only be interrupted by an employee's absence on leave.
- 3.27 Airservices will ensure that fatigue management and equity principles are fully considered in the distribution of shifts.
- 3.28 Where Airservices gives an employee less than 48 hours' notice of a change to the start or finish time of an employee's rostered shift, the employee whose shift time has changed will be paid at the overtime rate for the period of the shift that falls outside of the previously rostered shift.

- 3.29 Where an employee is not given 7 days' notice of a shift change, an employee is entitled to receive payment at the overtime rate unless Airservices could not reasonably have given 7 days' notice of the change. Clause 9 sets out Airservices requirement to consult with employees before changing their roster.

***Breaks within shifts***

- 3.30 All shifts must have at least one paid break of 30 minutes. In exceptional operational circumstances, this break may be broken up into smaller periods totalling 30 minutes.
- 3.31 Shifts that are 8 hours or more must have a total of at least 60 minutes of paid break time.
- 3.32 Employees should not work more than 2 hours without a break but must not exceed 3 hours without a break, except in extraordinary circumstances that could not have been reasonably foreseen by Airservices. The denial of a break may only be for a limited period while Airservices addresses the circumstances. Airservices may use contingency arrangements to accommodate a break.
- 3.33 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.

***Mutual changes of shift***

- 3.34 Mutual changes of shift between employees are permitted subject to Airservices' approval and provided that shifts worked are in accordance with the maximum shift runs, hours worked and time off provisions (clause 3.16) of this Schedule.
- 3.35 Airservices will not withhold approval unreasonably. Financial considerations, including shift allowances and differing length of shifts being swapped are a matter for an employee to consider in deciding to mutually change shifts.

***Stand-by shifts***

- 3.36 Airservices may draw rosters that include employees being on stand-by for relief in the event of another employee's absence from rostered duty. The following rules apply to stand-by shifts.
- (a) When on stand-by, employees will be rostered for a specific shift (the 'nominal shift') on the day concerned. The nominal shift will not commence before 6:00am and will not be more than 8 hours in duration.
  - (b) Employees on stand-by will not attend work unless called to do so. Employees must be available to perform duty for a period representing twice the nominal shift length and be 'on-call' for a period of 9 hours, or such other period as agreed, provided that the employee will be stood-down 1 hour after the commencement of the last shift in the stand-by period.
  - (c) Employees will be available to report for duty at the nominated start time or in any event not later than 2 hours after notification.
  - (d) Airservices will pay employees in respect of the nominal shift whether or not the employee is required to attend for duty.
  - (e) Only time actually worked will apply for the purposes of clauses in this Schedule dealing with shift commencement, cessation, extension, and time off.

#### **4. Overtime**

- 4.1 Overtime is work that is performed when the employee is rostered off.
- 4.2 The overtime rate is 185% of the employee's hourly rate.
- 4.3 Any OJTI or higher duties allowance the employee is entitled to while performing overtime will be included for the purpose of calculating overtime pay.
- 4.4 Where overtime is not continuous with ordinary time, Airservices must pay the employee for a minimum of 4 hours at the overtime rate even if the employee works for less than 4 hours.

#### **5. Rest relief**

- 5.1 If an employee is required to work overtime or emergency duty, an employee will not be required to attend for ordinary duty until an employee has been absent for 8 hours (plus reasonable travelling time). An employee's pay will not be reduced for the period of such absence.
- 5.2 If an employee is required to work without 8 consecutive hours off duty (plus reasonable travelling time), an employee will be paid at 1.85 times their base rate of pay for all hours worked until the employee has received the required break.
- 5.3 The rest relief provisions do not apply where the period of emergency duty is less than 3 hours, or less than 3 hours of overtime is worked immediately prior to the commencement of a rostered shift.

#### **6. Public holiday pay**

- 6.1 This clause only applies to an employee who is employed in a NCC classification.
- 6.2 If an employee is required to perform ordinary duty on a public holiday, the employee will be paid at 197% of their base rate of pay.
- 6.3 If an employee is not required to perform ordinary duty on a public holiday and is on their rostered day off, an employee will be paid a penalty of 0.79 for the average hours worked per shift of the Base Roster applicable to the employee or will be credited time off in lieu of that payment.

#### **7. On the job training instructor's allowance (OJTI)**

- 7.1 An employee who is certified to and is directed by Airservices to perform on the job instruction in an operational environment, or a simulated operational environment, will be paid an OJTI allowance for the period the employee performs that instruction. 'Operational environment' means the regulated facility that supports the provision of air traffic services.
- 7.2 The OJTI allowance is 10% of the employee's ordinary hourly rate.
- 7.3 OJTI allowance is not payable:

- (a) for familiarisation training; or
- (b) to supervisors.

## **8. Recreation leave**

- 8.1 Employees who are rostered to work 7 days of the week over their roster cycle are entitled to 5 weeks (185 hours) of recreation leave per year of service, credited monthly.
- 8.2 Employees who are rostered to work 24 hours a day, 7 days a week over their roster cycle are entitled to 6 weeks (222 hours) of recreation leave per year of service, credited monthly.
- 8.3 Employees who do not satisfy the requirements of either clause 8.1 or 8.2 will accrue recreation leave at the rate of 4 weeks (148 hours) per year of service, credited monthly.
- 8.4 Where an employee that usually satisfies the requirements of clause 8.1 or 8.2 ceases to satisfy the relevant requirements, that employee will continue to accrue recreation leave at their usual rate unless that employee will not satisfy clause 8.1 or 8.2 for more than 6 months. For the avoidance of doubt, this clause 8.4 does not prevent employees' accrual rate from increasing.
- 8.5 A leave program (including long service leave) will be developed and published on a 14 month rolling cycle. Airservices will endeavour to allocate recreation leave among employees equitably and for transparent reasons.

## **9. Additional day of leave over Christmas**

Employees are entitled to an additional day of leave in the Christmas period on a date decided by Airservices each year. This day will be treated as a public holiday for the purposes of this Agreement.

## **10. Early retirement benefit**

Employees to whom clause 25 of the Award applies will be entitled to the benefit set out in clause 25 of the Award. The classifications referred to in clause 25.4(a) of the Award should be read so as to include flight information and operational support classifications.

## **11. Appointment and salary of supervisors**

- 11.1 Permanent appointment to supervisor classifications will be based on merit.
- 11.2 The salary of supervisors will be reviewed annually on the basis of performance. Airservices may increase salaries with effect from the first full pay period beginning on or after 1 July each year.

## Attachment 1 – Base salary tables

This Attachment 1:

- applies to employees employed immediately before the commencement of this Agreement – on and from 2 July 2019;
- applies to all other employees – on and from commencement of this Agreement.

To avoid doubt, when this Attachment 1 commences to apply to an employee, the employee's salary will be the salary that was payable to the employee under Attachment 2 on 1 July 2019.

**Note: Increases to salary will be made in the first full pay period after the times noted in the tables below.**

Administrative services	Increment / Min / Max	On commencement (3% increase)	1 year after commencement (2% increase)	2 years after commencement (1% increase)
ASA 1	Min.	\$55,634	\$56,747	\$57,315
	Max.	\$62,389	\$63,637	\$64,273
ASA 2	Min.	\$61,483	\$62,712	\$63,340
	Max.	\$70,728	\$72,143	\$72,864
ASA 3	Min.	\$69,821	\$71,217	\$71,929
	Max.	\$78,299	\$79,865	\$80,663
ASA 4	Min.	\$77,397	\$78,945	\$79,735
	Max.	\$87,690	\$89,444	\$90,338
ASA 5	Min.	\$86,786	\$88,521	\$89,407
	Max.	\$95,430	\$97,338	\$98,311
ASA 6	Min.	\$94,528	\$96,419	\$97,383
	Max.	\$111,507	\$113,737	\$114,874
ASA 7A	Min.	\$110,606	\$112,818	\$113,946
	Max.	\$128,985	\$131,565	\$132,880
ASA 7B	Min.	\$128,986	\$131,566	\$132,881
	Max.	\$160,577	\$163,789	\$165,426



ASA 8A	<b>Min.</b>	\$142,146	\$144,989	\$146,439
	<b>Max.</b>	\$160,577	\$163,789	\$165,426
ASA 8B	<b>Min.</b>	\$160,578	\$163,790	\$165,427
	<b>Max.</b>	\$173,738	\$177,213	\$178,985
ASA 9	<b>Min.</b>	\$152,680	\$155,734	\$157,291
	<b>Max.</b>	\$192,163	\$196,006	\$197,966
<b>Grandfathered Administrative Services classifications</b>				
	<b>Increment / Min / Max</b>	<b>On commencement (3% increase)</b>	<b>1 year after commencement (2% increase)</b>	<b>2 years after commencement (1% increase)</b>
ASA7	<b>Min.</b>	\$113,812	\$116,088	\$117,249
	<b>Max.</b>	\$160,577	\$163,789	\$165,426
ASA8	<b>Min.</b>	\$142,146	\$144,989	\$146,439
	<b>Max.</b>	\$173,738	\$177,213	\$178,985
<b>Technology professional</b>				
		<b>From commencement (3% increase)</b>	<b>1 year after commencement (2% increase)</b>	<b>2 years after commencement (1% increase)</b>
TP Band 1	<b>Min.</b>	\$73,889	\$75,367	\$76,121
	<b>Max.</b>	\$101,585	\$103,616	\$104,653
TP Band 2 Zone A	<b>Min.</b>	\$91,914	\$93,752	\$94,690
	<b>Max.</b>	\$110,606	\$112,818	\$113,946
TP Band 2 Zone B	<b>Min.</b>	\$110,606	\$112,818	\$113,946
	<b>Max.</b>	\$126,980	\$129,520	\$130,815
TP Band 3 Zone A	<b>Min.</b>	\$117,185	\$119,529	\$120,724
	<b>Max.</b>	\$139,547	\$142,338	\$143,762
TP Band 3	<b>Min.</b>	\$139,547	\$142,338	\$143,762

Zone B	<b>Max.</b>	\$160,579	\$163,791	\$165,429
TP Band 3 Zone C	<b>Min.</b>	\$160,579	\$163,791	\$165,429
	<b>Max.</b>	\$180,756	\$184,371	\$186,215
TP Band 4	<b>Min.</b>	\$146,481	\$149,411	\$150,905
	<b>Max.</b>	\$180,756	\$184,371	\$186,215
<b>Network Coordination Centre</b>				
		<b>From commencement (3% increase)</b>	<b>1 year after commencement (2% increase)</b>	<b>2 years after commencement (1% increase)</b>
The salary of NCC employees is a composite salary that includes 28% loading that is in lieu of shift penalties but not public holiday penalties.				
Trainee		\$78,698	\$80,272	\$81,075
Journeyman		\$89,371	\$91,158	\$92,070
NCC	<b>Min.</b>	\$100,222	\$102,227	\$103,249
	<b>Max.</b>	\$133,809	\$136,486	\$137,850
C&SS		\$147,190	\$150,134	\$151,635
NOS	<b>Min.</b>	\$147,190	\$150,134	\$151,635
	<b>Max.</b>	\$205,540	\$209,650	\$211,747
<b>High Frequency</b>				
		<b>From commencement (3% increase)</b>	<b>1 year after commencement (2% increase)</b>	<b>2 years after commencement (1% increase)</b>
The salary of HF employees is a composite salary that includes 32% loading that is in lieu of shift penalties and public holiday penalties.				
Trainee		\$81,157	\$82,780	\$83,608
Journeyman		\$92,163	\$94,007	\$94,947
ACS	<b>Min.</b>	\$103,354	\$105,421	\$106,476

	<b>Max.</b>	\$137,991	\$140,751	\$142,158
HFSM/C&SS		\$151,790	\$154,826	\$156,734
<b>TO/GSO/EVT</b>				
		<b>From commencement (3% increase)</b>	<b>1 year after commencement (2% increase)</b>	<b>2 years after commencement (1% increase)</b>
Advancement through bands 1 to 3 will be subject to the employee having the required competencies, performing to the required standard, and the availability of work at the higher level. Promotion to Band 4, 5 or 6 will be subject to a vacancy and merit selection process.				
Band 1	<b>Min.</b>	\$65,109	\$66,412	\$67,076
	<b>Max.</b>	\$68,401	\$69,769	\$70,467
Band 2	<b>Min.</b>	\$70,710	\$72,124	\$72,845
	<b>Max.</b>	\$81,383	\$83,011	\$83,841
Band 3	<b>Min.</b>	\$83,020	\$84,680	\$85,527
	<b>Max.</b>	\$94,199	\$96,083	\$97,043
Band 4	<b>Min.</b>	\$96,283	\$98,209	\$99,191
	<b>Max.</b>	\$107,602	\$109,754	\$110,852
Band 5	<b>Min.</b>	\$112,158	\$114,401	\$115,545
	<b>Max.</b>	\$123,714	\$126,189	\$127,451
Band 6	<b>Min.</b>	\$128,986	\$131,566	\$132,881
	<b>Max.</b>	\$160,577	\$163,789	\$165,426
Band 7	<b>Min.</b>	\$142,146	\$144,989	\$146,439
	<b>Max.</b>	\$173,738	\$177,213	\$178,985

## Attachment 2 – Base salary tables

This Attachment 2:

- applies to employees employed immediately before the commencement of this Agreement, on and from commencement of this Agreement;
- ceases to apply on 2 July 2019 (at which time, Attachment 1 will commence applying to those employees).

**Note: Increases to salary will be made in the first full pay period after the times noted in the tables below.**

<b>Administrative services</b>	<b>Increment / Min/Max</b>	<b>Pre-commencement</b>	<b>On commencement (3% increase)</b>
ASA 1	1	\$54,014	\$55,634
	2	\$55,830	\$57,505
	3	\$57,346	\$59,066
	4	\$59,692	\$61,483
	5	\$60,572	\$62,389
ASA 2	1	\$59,692	\$61,483
	2	\$60,572	\$62,389
	3	\$61,124	\$62,958
	4	\$62,809	\$64,693
	5	\$64,461	\$66,395
	6	\$66,134	\$68,118
	7	\$67,787	\$69,821
	8	\$68,668	\$70,728
ASA 3	1	\$67,787	\$69,821
	2	\$68,668	\$70,728
	3	\$69,625	\$71,714
	4	\$71,430	\$73,573
	5	\$73,247	\$75,444

	<b>6</b>	\$75,143	\$77,397
	<b>7</b>	\$76,018	\$78,299
ASA 4	<b>1</b>	\$75,143	\$77,397
	<b>2</b>	\$76,018	\$78,299
	<b>3</b>	\$77,602	\$79,930
	<b>4</b>	\$80,067	\$82,469
	<b>5</b>	\$82,146	\$84,610
	<b>6</b>	\$84,258	\$86,786
	<b>7</b>	\$85,136	\$87,690
ASA 5	<b>1</b>	\$84,258	\$86,786
	<b>2</b>	\$85,136	\$87,690
	<b>3</b>	\$86,555	\$89,152
	<b>4</b>	\$89,261	\$91,939
	<b>5</b>	\$91,775	\$94,528
	<b>6</b>	\$92,650	\$95,430
ASA 6	<b>1</b>	\$91,775	\$94,528
	<b>2</b>	\$92,650	\$95,430
	<b>3</b>	\$93,479	\$96,283
	<b>4</b>	\$95,808	\$98,682
	<b>5</b>	\$98,434	\$101,387
	<b>6</b>	\$103,384	\$106,486
	<b>7</b>	\$107,382	\$110,603
	<b>8</b>	\$108,259	\$111,507
ASA 7	<b>Min.</b>	\$110,497	\$113,812
	<b>Max.</b>	\$155,900	\$160,577

ASA 8	<b>Min.</b>	\$138,006	\$142,146
	<b>Max.</b>	\$168,678	\$173,738
ASA 9	<b>Min.</b>	\$148,233	\$152,680
	<b>Max.</b>	\$186,566	\$192,163
<b>Technology professional</b>	<b>Increment / Min/Max</b>	<b>Pre-commencement</b>	<b>On commencement (3% increase)</b>
TP Band 1	<b>1</b>	\$71,737	\$73,889
	<b>2</b>	\$79,058	\$81,430
	<b>3</b>	\$82,974	\$85,463
	<b>4</b>	\$86,888	\$89,495
	<b>5</b>	\$90,803	\$93,527
	<b>6</b>	\$94,717	\$97,559
	<b>7</b>	\$98,626	\$101,585
TP Band 2 Zone A	<b>Min.</b>	\$89,237	\$91,914
	<b>Max.</b>	\$107,384	\$110,606
TP Band 2 Zone B	<b>Min.</b>	\$107,384	\$110,606
	<b>Max.</b>	\$123,282	\$126,980
TP Band 3 Zone A	<b>Min.</b>	\$113,772	\$117,185
	<b>Max.</b>	\$135,483	\$139,547
TP Band 3 Zone B	<b>Min.</b>	\$135,483	\$139,547
	<b>Max.</b>	\$155,902	\$160,579
TP Band 3	<b>Min.</b>	\$155,902	\$160,579

Zone C	<b>Max.</b>	\$175,491	\$180,756
TP Band 4		\$142,215	\$146,481
<b>Network Coordination Centre</b>			
	<b>Increment / Min/Max</b>	<b>Pre-commencement</b>	<b>On commencement (3% increase)</b>
The salary of NCC employees is a composite salary that includes 28% loading that is in lieu of shift penalties but not public holiday penalties.			
Trainee		\$76,406	\$78,698
Journeyman		\$86,768	\$89,371
NCC	<b>TMO1</b>	\$97,303	\$100,222
	<b>TMO2</b>	\$105,147	\$108,301
	<b>TMO3</b>	\$107,851	\$111,087
	<b>TMO4</b>	\$110,790	\$114,114
	<b>TMO5</b>	\$118,592	\$122,150
	<b>TMO6</b>	\$122,634	\$126,313
	<b>TMO7</b>	\$129,912	\$133,809
C&SS		\$142,903	\$147,190
NOS	<b>Min.</b>	\$142,903	\$147,190
	<b>Max.</b>	\$199,553	\$205,540
<b>High Frequency</b>			
	<b>Increment / Min/Max</b>	<b>Pre-commencement</b>	<b>On commencement (3% increase)</b>
The salary of HF employees is a composite salary that includes 32% loading that is in lieu of shift penalties and public holiday penalties.			
Trainee		\$78,793	\$81,157
Journeyman		\$89,479	\$92,163

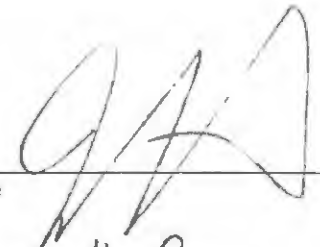
ACS	<b>ACS1</b>	\$100,344	\$103,354
	<b>ACS2</b>	\$108,433	\$111,686
	<b>ACS3</b>	\$111,221	\$114,558
	<b>ACS4</b>	\$114,253	\$117,681
	<b>ACS5</b>	\$122,298	\$125,967
	<b>ACS6</b>	\$126,467	\$130,261
	<b>ACS7</b>	\$133,972	\$137,991
HFSM/C&SS		\$147,369	\$151,790
<b>TO/GSO/EVT</b>	<b>Increment / Min/Max</b>	<b>Pre-commencement</b>	<b>On commencement (3% increase)</b>
<p>Advancement through bands 1 to 3 will be subject to the employee having the required competencies, performing to the required standard, and the availability of work at the higher level. Promotion to Band 4, 5 or 6 will be subject to a vacancy and merit selection process.</p>			
Band 1	<b>1</b>	\$63,213	\$65,109
	<b>2</b>	\$64,351	\$66,282
	<b>3</b>	\$65,378	\$67,339
	<b>4</b>	\$66,409	\$68,401
Band 2	<b>1</b>	\$68,650	\$70,710
	<b>2</b>	\$70,868	\$72,994
	<b>3</b>	\$72,655	\$74,835
	<b>4</b>	\$74,627	\$76,866
	<b>5</b>	\$76,518	\$78,814
	<b>6</b>	\$79,013	\$81,383



Band 3	1	\$80,602	\$83,020
	2	\$82,501	\$84,976
	3	\$84,821	\$87,366
	4	\$87,125	\$89,739
	5	\$89,447	\$92,130
	6	\$91,455	\$94,199
Band 4	1	\$93,479	\$96,283
	2	\$96,319	\$99,209
	3	\$99,015	\$101,985
	4	\$101,383	\$104,424
	5	\$104,468	\$107,602
Band 5	1	\$108,891	\$112,158
	2	\$113,308	\$116,707
	3	\$116,392	\$119,884
	4	\$120,111	\$123,714
Band 6	<b>Min.</b>	\$125,229	\$128,986
	<b>Max.</b>	\$155,900	\$160,577
Band 7	<b>Min.</b>	\$138,006	\$142,146
	<b>Max.</b>	\$168,678	\$173,738

**SIGNATURE PAGE**

**SIGNED FOR AND ON BEHALF of  
AIRSERVICES AUSTRALIA:**

Signature   
Name JASON HARFIELD

In the presence of:



Position / Authority to Sign CHIEF EXECUTIVE OFFICER

Name CLAIRE ROBERTS

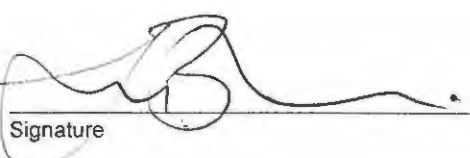
Dated: 5 APRIL 2019

25 CONSTITUTION AVE

Address Canberra ACT 2600

Date 5 APRIL 2019

**SIGNED FOR AND ON BEHALF of  
THE COMMUNITY AND PUBLIC  
SECTOR UNION:**

Signature   
Name LISA NEWMAN

In the presence of:



Position / Authority to Sign DEPUTY NATIONAL PRESIDENT

Name Claire Young

Dated: 19.04.19

350 QUEENS STREET

Address MELB VIC 3011

Date 10 APRIL 2019

**SIGNED FOR AND ON BEHALF of  
PROFESSIONALS AUSTRALIA**

In the presence of:



Name: Paul Inglis

Dated: 5/4/19

**SIGNED FOR AND ON BEHALF of  
COMMUNICATIONS, ELECTRICAL,  
ELECTRONIC, ENERGY,  
INFORMATION, POSTAL, PLUMBING  
AND ALLIED SERVICES UNION OF  
AUSTRALIA**

In the presence of:

.....

Name: .....

Dated: .....

  
Signature

Dale Beasley  
Name

Director ACT  
Position / Authority to Sign

7 Napier Close

Deakin ACT  
Address

5/4/19.  
Date

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Signature

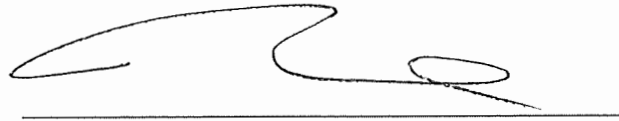
\_\_\_\_\_  
Name

\_\_\_\_\_  
Position / Authority to Sign

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Address

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Date

SIGNED FOR AND ON BEHALF of  
THE CIVIL AIR OPERATIONS  
OFFICERS' ASSOCIATION OF  
AUSTRALIA



Signature

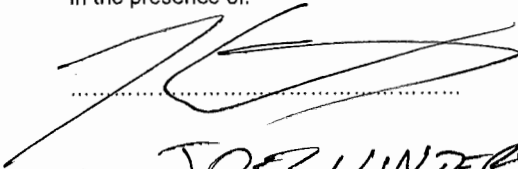
Thomas McRobert

Name

President

Position / Authority to Sign

In the presence of:



Name: JOE WINTERS

Dated: 5/4/19.

C/O 214 Graham St

Port Melbourne 3205

Address

5/4/19

Date