



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Airservices Australia

(AG2024/2680)

AIRSERVICES AUSTRALIA (AIR TRAFFIC CONTROL AND SUPPORTING AIR TRAFFIC SERVICES) ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER WILSON

MELBOURNE, 30 SEPTEMBER 2024

Application for approval of the Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2024-2027

[1] This decision concerns an application by Airservices Australia for approval, pursuant to Part 2 – 4 of the Fair Work Act 2009 (FW Act), of an enterprise agreement, entitled the *Airservices Australia (Air Traffic Control and Supporting AirTraffic Services) Enterprise Agreement 2024-2027* (the 2024 Agreement). The agreement was “made” for the purposes of the FW Act on 3 July 2024.¹

[2] A related application from Airservices Australia has also been assigned to me to be dealt with. That matter, AG2024/2684 seeks to correct or amend obvious errors, defects or irregularities in the Agreement, pursuant to s.218A of the FW Act 2009, in relation to this agreement, and will also be determined through these reasons for decision.

[3] Approval of the 2024 Agreement is supported by a union bargaining representative, The Civil Air Operations Officers' Association of Australia (Civil Air), however is objected to by several employee bargaining representatives, chiefly on the grounds that they say that the Agreement does not pass the better off overall test (the BOOT).

[4] A hearing in relation to the application for approval of the agreement was held on Wednesday, 4 September 2024, at which Katherine Aistrope, Special Counsel from HWL Ebsworth appeared for the Applicant. Mr Eugene White, of Counsel appeared for Civil Air. Three employee bargaining representatives also appeared; Mr Bryden Elssmann, Mr Daniel Walker and Mr Kerry Ellem. Ms Aistrope and Mr White appeared with permission, having been granted by me pursuant to s.596 of the FW Act.

¹ *Notice of employee representational rights*; Digital Hearing Book, p.202.

[5] Evidence was taken in the hearing from Mr Blair Henderson, the Applicant's ATC Training Lead.

[6] After consideration of all relevant matters, I find that the BOOT is passed and that all other statutory requirements for approval have been met, including with the provision of undertakings by Airservices Australia.

APPLICABLE LEGISLATION

[7] The principal matter requiring determination in this decision is whether the 2024 Agreement passes the BOOT.

[8] Civil Air submitted that the Commission should be guided by the decision of the Full Bench in the matter of *Re Apple Pty Limited* [2023] FWCFB 185, in which the full bench summarised the test to be applied by the Commission when considering an application for approval of an enterprise agreement;

“[64] An enterprise agreement will be found to have passed the BOOT if the Commission is satisfied, that at the test time, each award covered employee and each reasonably foreseeable employee for the agreement would be better off overall if the agreement applied to the employee rather than if the award applied to the employee. The BOOT is not to be applied as a line-by-line test. Rather, it is a global assessment of the provisions in the agreement compared to the relevant awards taking into account those provisions that are less beneficial and weighing them against those provisions that are more beneficial.”

BACKGROUND

[9] Bargaining for the Agreement commenced on 19 October 2023 and concluded on 3 July 2024. 1097 employees voted in the ballot which made the Agreement, of 1210 eligible employees. 681 employees voted in favour of the Agreement being made.

[10] When the Agreement was lodged in the Commission for approval, objections were received from three people covered by the Agreement, not being employee bargaining representatives, who sought to remain anonymous. Each of these people were informed by the Commission that if they wished to pursue their objections they would need to be willing to go on the record, however failing that, the Commission would undertake to provide a summary of their concerns to the formal bargaining representatives for their response. None of the three employees sought to be identified by the Commission to the Applicant and other bargaining representatives.

[11] Civil Air, a union bargaining representative for the Agreement, filed a Form F18 declaration advising that it supported approval of the Agreement. One of seven employee bargaining representatives, Mr Bryden Elssmann, filed a Form F18A declaration advising that he objected to approval of the Agreement as did Mr Paul Sutherland, another employee bargaining representative.

[12] As is usual in such matters, at the early stage of the application having been assigned to me, the formal bargaining representatives were provided with a summary of concerns seeking their response. Because of the nature of the concerns raised by the anonymous

employees, the concerns correspondence also referred briefly to the anonymous employee concerns.

[13] The correspondence to formal bargaining representatives on 1 August 2024 included the following;

“PRELIMINARIES

Related application: AG2024/2684 has also been assigned to the Commissioner, however that application is not dealt with to any extent in this correspondence. AG2024/2684 seeks to correct or amend obvious errors, defects or irregularities in the Agreement, pursuant to section 218A of the Fair Work Act 2009, in relation to this agreement. The errors appear to be typographical and formatting errors, specifically spacing between words.

Concerns expressed by employees of Airservices Australia: Three individual employees, who are not bargaining representatives, have written to the Commission expressing concerns about the making and approval of the Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2024-2027. The Commissioner has chosen not to forward their correspondence to you at this time, or to identify the people concerned. A copy of this correspondence will be provided to each of these people. The Commissioner has informed each of the three employees that each is welcome to provide a response to this correspondence or to make further submissions about their concerns. They have been informed that, if they chose to do so, anything which is provided back to the Commission will, for reasons of procedural fairness and transparency, be copied to the recipients of this email, that is the Applicant and bargaining representatives. Unless they seek, and the Commissioner grants, a confidentiality order in respect of their submissions each will be identified as having made the submissions.

In summary, the matters referred to by the three employees include;

- Any previous instances of "their unions" has been replaced with "the Union" which is defined as Civil Air Operations Officers Association of Australia.
- "Union delegate" has been defined to mean "a member of the Union..."
- The consultation clauses (8) now refer to consultation with "The Union".
- Clause 14.2 now refers to Airservices and "the Union..." and clause 18 refers to an "employee representative" which, as above, has been redefined to a member of "the Union..."
- *Other unions have been excluded, thus inducing employees to be a member of Civil Air and thereby contravening the Freedom of Association provisions of the Fair Work Act. s336 clearly states that persons should be free to be represented by industrial associations and not be discriminated against as a result of contraventions of the Act.*
- Furthermore, the wording of Union has changed to implied exclude other unions and thereby coerce employees to be a member of only one Union (Civil Air) in order to be effectively heard, represented and/or be consulted with. This is said to contravene the Freedom of Association provisions of the Fair Work Act.
- In addition it is noted that:

- Clause 18.4 has an incorrect document reference.
- Clause 24.15 states that further work will be done to develop a procedure for payment of a new multi skill allowance. It seems strange that this procedure/payment is not agreed upon prior to submission and is potentially unfair to employees.
- There is nothing in the document that states where employees will translate to in the pay table upon certification, despite Airservices insisting a Level 9 employee who has served longer than 12 months will commence at Level 10. (Internal documentation can be provided to substantiate this.)
- The agreement contravenes the Freedom of Association provision of the Fair Work Act (Section 336) by effectively requiring me to only be a member of one Union – Civil Air (The Union per the EA definition clauses 2.1, clause 8 on consultation, clause 14.2, and clause 18 where employee representation has been defined as Civil Air).
- Clause 24.15 has an incomplete Multi skill allowance only in consultation with Civil Air;
- Clause 27.2 makes special allowance for exceptional circumstance for preventing someone doing the requirements who is progressing through the pay levels, however no such allowance exists for those remaining on level 10, only “progressing”.

COMMISSIONER WILSON’S CONCERNS

Upon review of the application the Commissioner has asked that the below concerns please be addressed as soon as possible but not later than close of business **Tuesday, 6 August 2024**.

FORM

Agreement: Clause 18.4 contains an Error reference in relation to Rights and responsibilities of employee representatives and union delegates. *Section 586 correction may be applicable to include the correct clause reference.*

PRE-APPROVAL

NERR: The NERR titles the agreement as ‘Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2023-2026’ which is inconsistent with clause 1 of the agreement which titles the agreement as ‘Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2024-2027’. *Seek submissions or S188(5) may be an applicable consideration provided that employees are not disadvantaged.*

NES

The following term(s) have been raised as contrary to the National Employment Standards (NES). While it is noted that the Agreement contains an NES precedence clause at clause 4.2 of the Agreement, the Commissioner invites undertakings specifically addressing these concerns so that a lay person reading the Agreement understands their entitlements and can genuinely agree to such provisions.

Notice of Termination: Clause 60.6 of the Agreement states permanent employees are required to give at least 14 calendar days notice of termination, or forfeit 14 calendar

days pay in lieu of notice, unless a lesser period is agreed. This is inconsistent with s117 of the Act for Notice of Termination. *Seek an undertaking or rely on the NES precedence clause*”

[14] Importantly, it is to be noted that the initial concerns raised by the Commission did not refer to matters associated with the BOOT, although Mr Elssmann and Mr Sutherland’s Form F18As did put forward that the BOOT had not been met. This is because I did not at that time hold a concern about those matters.

[15] Following provision of this material to the bargaining representatives on 1 August 2024, Airservices Australia responded on 6 August 2024.

[16] On 7 August 2024, Mr Elssmann communicated with the Commission and the other bargaining representatives, pressing a number of the matters about which he was concerned, including matters associated with the BOOT. He argued that “The proposed agreement does not pass the BOOT. Employees, particularly those in ATC salary classification: Ab Initio, Field Trainee, Level 1, and Level 2 positions, are financially disadvantaged compared to the current Award. The removal of certain allowances and penalty rates further exacerbates this issue.”² Mr Elssmann also argued for there to be financial adjustments in order for the BOOT to be passed or alternatively, for restrictions on when the more junior employees could work.

[17] Through its correspondence to the Commission, dated 8 August 2024, Civil Air argued against Mr Elssmann’s position.

[18] On 16 August 2024, the Commission again wrote to the parties, this time dealing with the responses given by each, with the correspondence setting out the following;

“The Commissioner has considered the response given by Airservices Australia on 6 August 2024 to his original “concerns” correspondence and accepts the submissions provided by the Applicant within its reply. With respect to the matters set out in that correspondence under the heading "Form" the Commissioner is prepared to accept that there is a typographical error capable of correction under s.586 of the Fair Work Act 2009.

The Commissioner has also given further consideration to the matters raised by anonymous employees of Airservices Australia. He does not consider any of those matters require further consideration. In particular, the matters raised in relation to identification or involvement of “the union”, namely Civil Air Operations Officers Association of Australia, do not disclose any matters that would impede the approval of the Agreement. While there is within the Agreement, the right of Civil Air to be involved in certain stages of consultation and other matters, there are also protections given to employees generally to be represented by an alternative to Civil Air.

The Commissioner has also given greater consideration to the matters set out within the Form F18 (sic) provided by Mr Ellssmann. In particular, he has requested the Commission’s Agreement Services Team to undertake modelling of the contentions raised by Mr Ellssmann.”

² Elssmann email 7 August 2024; DHB pp.957 – 958

[19] The reference to Mr Elssmann’s Form F18A is to the answers given by him to questions in the form in two respects; first, Question 6, asking whether the declarant supports approval of the agreement by the Commission and second, Questions 8 and 9, as to whether it is agreed that the agreement passes the better off overall test. In those respects, Mr Elssmann put forward that the agreement “fails the Better Off Overall Test (BOOT) as employees are significantly worse off financially when compared to the award. For example, Ab Initio, Field Trainees, Level 1, and Level 2 Air Traffic Controllers are disadvantaged due to the absence of award conditions, namely allowances and penalty rates”. He also puts forward certain modelling which would suggest the BOOT has not been passed.

[20] The further modelling referred to in the Commission’s email to the parties on 16 August refers to modelling provided by the Commission to the parties for their consideration. The modelling was undertaken by the Agreement Services team, in respect of Mr Elssmann’s contentions and provided for comment on 16 August 2024. It showed broadly that the BOOT may not have been met and the applicant and other bargaining representatives were invited to make submissions about the subject. The material provided to the parties about this further modelling included the following summary;

[21]

“Summary

Mr Ellsman highlights concerns in relation to ATC salary classification: Ab Initio, Field Trainee, Level 1, and Level 2 positions, specifically the removal of certain allowances and penalty rates. Mr Ellsman has provided an annualised representation of the financial disadvantage of employees at Ab Initio, Field Trainee, Level 1, Level 2 and current roster breakdown examples for a Field Trainee and Level 1.

Penalty Rates

We have tested both roster patterns excluding allowances which have resulted in an Ab Initio Trainee and Field Trainees being worse off.

- **Ab Initio Trainees:** Schedule 1.4 provides a safeguard for Ab Initio Trainees stating they are not required to work night shifts or perform ordinary hours on Saturdays or Sunday. This safeguard ensures that Ab Initio employees are better off with respect to penalty rates.
- **Field Trainees:** Field Trainees appear to be \$14.47 worse off in Model 1 (night shift and ordinary hours on weekends) and \$406.69 in Model 2 (consecutive night shifts and ordinary hours on weekends) if these roster patterns are found to be worked under the agreement. *Member may consider seeking submissions or an undertaking.*

Night Shift

- As the agreement provides for a night shift definition that attracts night shift leave where an employee works night shifts, or shifts that start or end between the hours of 001 and 0459 (clause 53.1) which accrue an additional 2 hours. Clause 16.2 of the award provides night shift loadings of 115% where any part of the shift falls between 7 am and 7 pm Monday to Friday or 130% where the shift falls within 7 pm and 7 am and is worked for a period exceeding 4 weeks. The differing shift definitions result in employees being excluded from any

night shift penalties when working the roster patterns provided by Mr Ellsmann.

Allowances

Mr Ellman's has included the below allowances within his submissions;

- Surveillance Advisory – 5% of salary (Clause 12.9)
- Simultaneous Operations Allowance – 9% - 18% of base salary (Clause 12.10)
- Complexity Allowance ranging between \$1,792.40-\$4,007.11 per year (Clause 12.8(a))
- Loss of income insurance - \$1,194- \$1,347 per year (Clause 12.12)

The agreement does not appear to provide for the above allowances. We note the allowances are conditional and therefore may not apply to all employees simultaneously.

We have undertaken modelling with the inclusion of the above allowances in the following Models (Ab Initio Trainees do not appear to attract any of the above allowances, therefore no modelling for allowances in relation to Ab Initio Trainees have been conducted):

- 36 hour week
 - A level 1 employee is \$109.07 below the award rates of pay
- Model 1: Employee working night shift (example provided by Mr Ellsmann)
 - A Field Trainee is \$144.29 below and a level 1 is \$321.84 below the award rates of pay per fortnight
- Model 2: Employee working continuous night shift (example provided by Mr Ellsmann)
 - A Field Trainee is \$434.14 below, level 1 is \$788.09 below and a Level 2 if \$214.18 below the award rates of pay per fortnight”

[22] The focus of Airservices' submissions and evidence to the Commission in the hearing on 4 September 2024 was to demonstrate that the patterns of work considered by the Commission did not align, either with the work as undertaken, or as permitted by the enterprise agreement. Further, Airservices put forward that assumptions made about the payment of allowances that would otherwise have to be paid to the employees if they were working under the relevant award, being the *Airservices Australia Enterprise Award 2016* which is excluded by clause 6.1 of the agreement, were also incorrect. The nature of these incorrect assumptions on the part of the modelling by the Commission were such that the modelling showed a BOOT failure when none was present.

[23] In its submissions, Airservices Australia argues neither of the model shift patterns used in the Commission's modelling could actually be used;

“The two week shift pattern outlined in Model 1 is not capable of being worked under the Agreement. Clause 20.7 of the Agreement provides that the minimum number of consecutive rostered shifts will be three. Model 1 includes a Monday 2pm-10pm shift which is not preceded or followed by any other shift. The shift pattern is in breach of clause 20.7 because it does not include a minimum number of three consecutive rostered shifts for each run of shifts.”³

³ Airservices Australia correspondence, 23 August 2024; DHB, p.948

“The two week shift pattern outlined in Model 2 is not capable of being worked under the Agreement. Clause 20.7 of the Agreement provides that the minimum number of consecutive rostered shifts will be three. Model 2 includes consecutive Saturday and Sunday 2pm-10pm shifts which are not preceded or followed by any other shift. Therefore the minimum three consecutive shifts requirement is not met.

The shift pattern in Model 2 would also breach clause 20.8(c) of the Agreement, which provides:

Two (2) clear days off will be rostered following a run of five (5) consecutive shifts *or consecutive shifts totalling more than thirty (30) hours acquitted.* (emphasis added)”⁴

[24] Further, Airservices Australia made various submissions on the modelling, which I summarise as follows.

Model 1	Model 2
The assumed two week shift pattern is not capable of being worked under the Agreement since Clause 20.7 due to restraints on the number of consecutive rostered shifts. ⁵	As for Model 1
Shift penalties were incorrectly calculated in the award coverage calculations since it was assumed penalty rates applied to the entire shift and not simply for the ordinary hours worked within the shift span (and not to hours worked outside of the shift span) (see Award Clause 16.2)	As for Model 1
The Surveillance Advisory Service (SAS) allowance provided for under the award does not apply to employees covered by the Agreement with the following being submitted; “The allowance no longer arises in respect of the Applicant's operations. It applied where an employee was performing the SAS function "in addition, and at the same time, as their normal air traffic control functions". It was a separate function performed on a separate console. This no longer occurs” ⁶	Not identified as a concern to Model 2

⁴ Ibid, p.1003.

⁵ Ibid, p.998.

⁶ Airservices Australia correspondence, 23 August 2024; DHB, p.1000.

<p>The Simultaneous Operations Allowance (SOA) provided for under the Award does not apply in the way assumed in the model; in particular;</p> <p>“Relevantly, the SOA only applies to employees who are 'handling air traffic'. To handle air traffic, an employee must hold an air traffic controller licence. Field trainees do not hold air traffic controller licences (see the definition at A.1.3 of the Award). Field trainees are undergoing on the job training assessment. All actions a field trainee take are under supervision and instruction. In those circumstances, the Applicant submits that Field Trainees do not handle air traffic within the meaning of clause 12.10 of the Award and are not entitled to the SOA.”⁷</p>	Not identified as a concern to Model 2
<p>Loss of Income Insurance, provided for under the Award (see Clause 12.12) was incorrectly characterised in the model as an allowance;</p> <p>“While the Award entitlement provides a benefit to employees, it is a contingent entitlement because the employee would be required to take out a relevant insurance policy. In those circumstances the Applicant submits that the value should not be equated to a cash value and is a matter to be taken into account in the holistic assessment of the benefits provided by the Agreement.</p> <p>For the purposes of that holistic assessment, the Applicant notes that the other benefits provided by the Agreement which are more beneficial than the Award include paid breaks within shifts. An</p>	Not identified as a concern to Model 2

⁷ Ibid, p.1001.

<p>employee is entitled to 30 minutes of paid break for each 8 hour shift, as opposed to the 30 minute unpaid break under the Award. The Agreement also provides for paid sick leave as required, as opposed to limiting sick leave to the amount of personal/carer's leave accrued under the NES.”⁸</p>	
<p>The model may have incorrectly included a component for annual leave loading. Employees are shift workers who have access to additional benefits because of their shiftwork status;</p> <p>“In those circumstances, including annual leave in the modelling does not provide an accurate assessment of the value of the accrual. As the Agreement rate is significantly higher than the ordinary rate under the Award, the annual leave excluding shift penalties will have a significantly higher value than the ordinary rate for annual leave under the Award. If, as submitted, the Agreement rate also exceeds the Award rate when the Award shift penalty payments are taken into account, then the employee will also be better off overall when Annual leave is taken where the payment required under the Award would include shift penalties.”⁹</p>	<p>Not identified as a concern to Model 2</p>
<p>Not identified as a concern to Model 1</p>	<p>The model does not take into account the additional entitlement to annual leave which applies to nightshift employees.¹⁰</p>

[25] Seven matters of substance may be drawn from the above summary;

1. *Whether a two-week roster can be worked under the Agreement.*

⁸ Airservices Australia correspondence, 23 August 2024; DHB, p.1002.

⁹ Airservices Australia correspondence, 23 August 2024; DHB, p.1002.

¹⁰ Ibid, p.1003.

I accept the Applicant's submission about this matter, with it putting forward the following (which applies to Model 2 as much as Model 1);

“The two week shift pattern outlined in Model 1 is not capable of being worked under the Agreement. Clause 20.7 of the Agreement provides that the minimum number of consecutive rostered shifts will be three. Model 1 includes a Monday 2pm-10pm shift which is not preceded or followed by any other shift. The shift pattern is in breach of clause 20.7 because it does not include a minimum number of three consecutive rostered shifts for each run of shifts.”¹¹

The situation comes about because of the various constraints on the number of consecutive shifts set out within clause 20.7 of the Agreement and the practicalities associated with organising to fit those constraints;

“20.7 Consecutive shifts

(a) The minimum number of consecutive rostered shifts will be three (3).

(b) The maximum number of consecutive rostered shifts will be five (5).

(c) The maximum number of consecutive rostered shifts identified in 20.7(b) above can be varied by agreement between Airservices and an employee (or group of employees) to a maximum of six (6).

(d) The maximum number of hours acquitted that can be rostered in consecutive shifts will be forty eight (48).

(e) The maximum number of consecutive shifts worked, inclusive of additional duty or emergency duty, will be ten (10).

(f) The maximum number of hours acquitted in consecutive shifts inclusive of additional duty or emergency duty, will be eighty (80).”

It follows from the submissions on this matter that the modelling should be recast to a three-week roster.

2. *Shift penalties only paid for the time within shift spans*

Clause 16.2 of the Award clearly sets out that that penalty rates are applied only to the hours which are within the shift span, with the clause providing the following (so far as is relevant);

“16.2 A shiftworker will be paid the following penalty rates for all ordinary hours worked by the shiftworker during the following periods:

¹¹ Ibid, p.1003.

Ordinary hours worked:		Penalty rate	Casual penalty rate
Ordinary span of hours—no penalty rate	See clause Error! Reference source not found.	Error! Reference source not found. (100%)	Error! Reference source not found. plus casual loading (125%)
Night	Where any part of the shift falls between 7.00 pm and 7.00 am, Monday to Friday	115%	140%

[remainder of clause omitted]” (underlining added)

I accept that the clause should be interpreted as providing that shift penalty payments are paid only for the time worked within the shift span, which in the case of the night shift reference above would only be for the time after 7 PM and before 7 AM, Monday to Friday.

3. *Surveillance Advisory Service Allowance no longer in use*

The allowance is provided for within clause 12.9 of the Award, which provides the following so far as is relevant;

12.9 Surveillance Advisory Service (SAS) Allowance

- (a) An air traffic controller who performs the function of providing surveillance advisory service (SAS), in addition, and at the same time, as their normal air traffic control functions, will be paid an allowance of 5% of their salary. This salary encompasses the base rate, complexity allowance and Simultaneous Operations Allowance.

[(b) and (c) omitted]

The evidence of Mr Henderson, Air Services Australia’s ATC Training Lead was that the allowance is no longer in use, with him stating;

“Due to changes in technology, the SAS function is no longer an additional function, which means that it is never being performed "in addition, and at the same time as their normal traffic control functions". The SAS function is historical only and a SAS allowance does not make any sense and has no application to today's technology.”¹²

While Mr Elssmann and Mr Walker argued to the contrary,¹³ I accept the fundamental submissions made by Airservices Australia, that the function is no longer an additional one requiring the allowance to be taken account of in applying the BOOT.

¹² Witness Statement of Blair Henderson, [26].

¹³ See for example, Transcript, PN 173 – 174; 186.

4. *Simultaneous Operations Allowance inapplicable to trainees*

The Award provides, on the subject of the simultaneous operations allowance (as far as is relevant);

“12.10 Simultaneous Operations Allowance

- (a) The Simultaneous Operations Allowance is paid to those controllers who perform the function of handling air traffic that simultaneously utilise two intersecting runways.

[(b) omitted]”

Noting that the focus of the further modelling was on trainees, I accept what Airservices Australia has to say to the effect that employees at the trainee level do not handle air traffic as they are not licensed air traffic controllers. I accept therefore, that the allowance is not required to be taken into account in determination of the BOOT.

5. *Loss of income insurance*

I note the submission made by Airservices Australia to the effect that the Award’s provision of reimbursement of loss of income insurance (see Clause 12.12) is a contingent entitlement, which is then not required to be taken into account in relation to assessment of the BOOT.¹⁴ While noting that submission, I do not determine the subject as it is not necessary for me to do so taking into account what the applicant has to say about other benefits provided for by the agreement which are more beneficial than the award. Such admission is capable of acceptance and no BOOT issue arises in respect of this allowance.

6. *Incorrect inclusion of annual leave loading*

This issue was raised by Airservices Australia in respect only Model 1. I accept what the Applicant has to say in respect of the differences between the Agreement and the award and that when shift penalty payments are taken into account, employees will be better off overall notwithstanding the absence of annual leave loading.

7. *Additional annual leave*

Airservices Australia puts forward that Model 2 does not take into account in assessment of the BOOT that nightshift employees are entitled to additional annual leave. I accept that submission.

[26] It follows from these findings that the Further Modelling requires recalculation. Reassessment of each of the models used to the earlier stage by the Commission now indicates that the BOOT is passed (see ATTACHMENT 1).

¹⁴ Airservices Australia correspondence, 23 August 2024; DHB, p.1002.

[27] As a consequence of my consideration of this matter, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval have been met.

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

[29] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 October 2024. The nominal expiry date of the Agreement is 3 October 2027.

VARIATION

[30] Section 218A provides for the variation of enterprise agreements to correct or amend an obvious error, defect or irregularity and relevantly provides as follows:

- “(1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).
- (2) The FWC may vary an enterprise agreement under subsection (1);
- (a) on its own initiative; or
 - (b) on application by any of the following:
 - (i) one or more of the employers covered by the agreement;
 - (ii) an employee covered by the agreement;
 - (iii) an employee organisation covered by the agreement.
- (3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.”

[31] In recent decisions of the Fair Work Commission¹⁵ (the Commission), it has been noted that s.218A of the Act is akin to the slip rule found in s.602 of the Act which allows the Commission to correct or amend an obvious error, defect or irregularity (whether in substance or form) in relation to a decision of the Commission. The purpose of the section is to remove the complexity associated with varying enterprise agreements which contain an obvious error, defect or irregularity by creating a simpler process for corrections to be made.

[32] Before an amendment under s.218A can be made, the Commission must first be satisfied that an obvious error, default or irregularity (whether in substance or form) exists. If it is found that such an error, default or irregularity exists, the Commission may (not must) vary the agreement.

[33] The Applicant on 17 July 2024 made an application under s.218A of the Act to correct or amend obvious errors, defects or irregularities in various identified parts of the Agreement.

¹⁵ See for example [2023] FWCA 844 per Gostencnik DP, and [2023] FWC 115 per Asbury DP (as Vice President Asbury then was).

[34] I sought the views of the Bargaining Representatives on the s.218A application. No Bargaining Representative objected to the variations being made.

[35] For the reasons set out above, I am satisfied that the identified obvious errors, defects or irregularities fall within the meaning of s.218A(1) of the Act. I am further satisfied that the application to vary the Agreement has been made by the employer covered by the Agreement, thus satisfying the requirements of s.218A(2)(b)(i) of the Act.

[36] The variations sought will operate from the date the Agreement commences operation, 3 October 2024.

Order

[37] I order, pursuant to s.218A of the Act, that the Agreement be varied as set out in the ATTACHMENT 2 to this decision.



COMMISSIONER

Appearances:

Ms K. Aistrophe, for the Applicant.
Mr E. White, for the Civil Air Operations Officers' Association of Australia.
Mr B. Elssmann, Employee Bargaining Representative.
Mr D. Walker and Mr Kerry Ellem.

Hearing details:

4 September.
2024.

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<AE526218 PR779775>

ATTACHMENT 1

Model 1: Field Trainee

Agreement Ordinary Rate	\$45.91	Field Trainee	
		weekly total	
	Hours	Loading	
Ordinary hours	153	100.0%	\$7,024.23
Night Shift	55	100%	\$2,525.05
Saturday	40	100%	\$1,836.40
Sunday	40	100%	\$1,836.40
Allowances	Amount	Value	
			\$0.00
			\$0.00
			\$0.00
Totals	288.00	Hrs	\$13,222.08

Award Ordinary Rate	\$35.02	ATC - Field Trainee	
		weekly total	
	Hours	Loading	
Ordinary hours	153	100.0%	\$5,358.06
Night Shift	55	115%	\$2,215.02
Saturday	40	150%	\$2,101.20
Sunday	40	200%	\$2,801.60
Allowances	Amount	Value	
			\$0.00
			\$0.00
			\$0.00
Totals	288.00	Hrs	\$12,475.88

Agreement Total Weekly Rate	\$13,222.08
Award Total Weekly Rate	\$12,475.88
Dollar / Actual Percentage Difference	\$746.20 5.98%

Model 2: Level 1 - Air Traffic Controller

Agreement Ordinary Rate	\$62.49	Level 1	
		weekly total	
	Hours	Loading	
Ordinary hours	153	100.0%	\$9,560.97
Night Shift	55	100%	\$3,436.95
Saturday	40	100%	\$2,499.60
Sunday	40	100%	\$2,499.60
Allowances	Amount	Value	
			\$0.00
			\$0.00
			\$0.00
Totals	288.00	Hrs	\$17,997.12

Award Ordinary Rate	\$41.63	ATC - Level 1	
		weekly total	
	Hours	Loading	
Ordinary hours	153	100.0%	\$6,369.39
Night Shift	55	115%	\$2,633.10
Saturday	40	150%	\$2,497.80
Sunday	40	200%	\$3,330.40
Allowances	Amount	Value	
			\$0.00
			\$0.00
			\$0.00
Totals	288.00	Hrs	\$14,830.69

Agreement Total Weekly Rate	\$17,997.12
Award Total Weekly Rate	\$14,830.69
Dollar / Actual Percentage	\$3,166.43

Difference	21.35%
-------------------	--------

ATTACHMENT 2

1. The Fair Work Commission orders, pursuant to section 218A of the Fair Work Act 2009, that the Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2024-2027 (**Agreement**) be varied as follows:

The insertion of spaces into the typos identified throughout the Agreement:

- Clause 2.2 states **positioby**, should be **position by**
- Clause 4.1(b)(ii) states **abovethat**, should be **above that**
- Clause 11.9(a) states **representativewho**, should be **representative who**
- Clause 11.14 states **thedetermination**, should be **the determination**
- Clause 12.3 states **termsand**, should be **terms and**
- Clause 20.21 states **unreasonablefor**, should be **unreasonable for**
- Clause 20.27 states **theemployee**, should be **the employee**
- Clause 22.2 states **notfit**, should be **not fit**.
- Clause 23.5 states **issuedwith**, should be **issued with**
- Clause 24.9 states **transferredto**, should be **transferred to**
- Clause 26.6 states **subjectto**, should be **subject to**
- Clause 29.1 states **willbe**, should be **will be**
- Clause 29.4 states **fatiguemanagement**, should be **fatigue management**
- Clause 32.5 states **employee'swritten**, should be **employee's written**
- Clause 34.5 states **theadditional**, should be **the additional**
- Clause 38.5 states **boththe**, should be **both the**
- Clause 38.8 states **absencesdue**, should be **absence due**. It also states **includean**, should be **include an**
- Clause 47.1 states **forthe**, should be **for the**
- Clause 47.2 states **takenin**, should be **taken in**. It also states **reflectedin**, should be **reflected in**
- Clause 50.19 states **obtainapproval**, should be **obtain approval**
- Clause 58.3 states **and/orconduct**, should be **and/or conduct**. It also states **ameeting**, should be **a meeting**
- Clause 62.2 states **wasin**, should be **was in**. It also states **whichthose**, should be **which those**
- Clause 62.4 states **positionis**, should be **position is**. It also states **considertheir**, should be **consider their**
- Clause 62.6 states **notifiedtheir**, should be **notified their**
- Clause 62.13 states **hasbeen**, should be **has been**
- Clause 62.15 states **declaredsurplus**, should be **declared surplus**. It also states **Underthis**, should be **under this**
- Clause 64.7 states **mayresult**, should be **may result**
- Clause 64.9 states **thenthe**, should be **then the**
- Clause 64.10 states an opportunity, matters are, employee's classification, havetheir, immediately or, the action, leave and, these should be an opportunity, matters are, employee's classification, have their, immediately or, the action, leave and
- Clause 65.2 states **toanother** and **personto**, should be **to another**
- Clause 65.9 states **procedurethat**, should be **procedure that**

- Schedule 1, 1(b) states **alicensed**, should be a **licensed**
 - Schedule 1, 6 states **tosatisfactorily**, should be **to satisfactorily**
 - Clause 2.1, has an extra set of quotation marks; it reads “**ADT**”, but should be **ADT**
 - Clause 2.1, has a typo in the definition for DAS that reads **knows** instead of **known**
 - Replace the word **preceding** with **following** at clause 27.5, 27.24 and 27.35
2. The variations listed above will operate from the date on which the Agreement commences operation, 7 October 2024.
 3. A copy of the Agreement incorporating the variations above will be published with the decision approving the Agreement.



CORRECTION TO DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Airservices Australia

(AG2024/2680)

AIRSERVICES AUSTRALIA (AIR TRAFFIC CONTROL AND SUPPORTING AIR TRAFFIC SERVICES) ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER WILSON

MELBOURNE, 30 SEPTEMBER 2024

Application for approval of the Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2024-2027

[1] The decision issued by the Fair Work Commission on 30 September 2024, ([2024] FWCA 3415; PR779775) is corrected as follows:

- a) Paragraph [29] has been corrected to state ‘The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 October 2024. The nominal expiry date of the Agreement is 7 October 2027.’
- b) Paragraph [36] has been corrected to state ‘the Agreement commences operation, 7 October 2024.’



COMMISSIONER

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<AE526218 PR779790>



AIRSERVICES AUSTRALIA
(Air Traffic Control and Supporting Air Traffic Services) ENTERPRISE AGREEMENT 2024-2027

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1. TITLE

This Agreement will be known as the *Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2024-2027*.

2. DEFINITIONS

2.1 In this Agreement, unless the contrary intention appears:

"Agreement" means this enterprise agreement, with the full title Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2024-2027

"Airservices" means Airservices Australia.

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

"ATC" means Air Traffic Controller.

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

"ATS" means air traffic services.

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

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

"Child" means a biological child, adopted child, foster child, stepchild, or ward.

"Compassionate reasons" means:

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

"DAME" means a Designated Aviation Medical Examiner.

"DAS" means Digital Aerodrome Services (also known as Digital Tower). The provision of air traffic services in a DAS environment is recognised as screen based work.



"De facto partner" means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

"Dependant" means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

"Domestic partner" means someone who lives with an employee in a domestic partnership, and includes an employee's spouse or de facto partner.

"Employee Representative(s)" means :

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

"Family" means:

- (a) a spouse, former spouse, de facto partner or former de facto partner of the employee;
- (b) child, parent, grandparent, grandchild, or sibling of the employee;
- (c) child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- (d) member of the employee's household; or
- (e) person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

"Family and domestic violence" has the same meaning as in section 106B(2) of the FW Act.

"FDC" means Flight Data Co-ordinator.

"FW Act" means the *Fair Work Act 2009* as amended from time to time.

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



"NES" means the National Employment Standards at Part 2-2 of the FW Act. **"Operational Duty"** means any duty which requires an endorsement or certificate of competency.

"Operational Environment" means the regulated facility which supports the provision of air traffic services.

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

"Partner" means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

"Primary caregiver" for the purposes of the parental leave clause means a pregnant employee other than a casual employee, or an employee other than a casual employee who has primary carer responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

"Secondary caregiver" means an employee, other than a pregnant or a casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per this Agreement.

"SSO" means Simulator Support Officer.

"Tower" means either a physical air traffic control tower, or a DAS

"Union" means Civil Air Operations Officers Association of Australia.

"Union Delegate" means a member of the Union endorsed by Union members and recognised by the Union as a representative of employees to represent employee's interests.

"UTS" means Unit Tower Supervisor (classification previously titled Unit Tower Manager).

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

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

3. PERIOD OF OPERATION

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



4. SCOPE AND PARTIES BOUND

4.1 This Agreement covers:

- (a) Airservices; and
- (b) All employees who are employed by Airservices:
 - (i) in a classification listed in Attachment 1 or in a position of a like or similar kind by whatever title called;
 - (ii) in any other position in which the employee is required to hold and exercise the responsibilities/privileges of an air traffic control licence except any employee employed in the position of an 'ATSC Operations Manager' (or in a position of a like or similar kind by whatever title) or any position that is above that position; and
 - (iii) in those classifications and positions in any new locations, new projects and new activities, and
- (c) Subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which was a bargaining representative for this Agreement:
 - (i) Civil Air Operations Officers Association of Australia

4.2 The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an employee of Airservices in any respect when compared with the NES.

5. SERVICE OBLIGATION AND AIRSERVICES COMMITMENT

5.1 The parties to this Agreement recognise that Airservices is obligated to continuously provide safe and efficient air traffic services in accordance with the provisions of the *Air Services Act 1995* (Cth) and *Civil Aviation Act 1988* (Cth).

5.2 In meeting this obligation, the parties to this Agreement commit to the development, application and review of mechanisms, consistent with the obligations of clause 8 (Consultation), to provide service continuity on an on-going basis to ensure the safety of air navigation.

5.3 Airservices values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. Airservices recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.



5.4 Airservices recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Right's Commission's guidance, including the Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment.

5.5 Airservices will consult with employees and the Union in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

6. RELATIONSHIP TO THE AWARD

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

7. AIRSERVICES POLICIES AND PROCEDURES

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

7.2 Airservices will consult with employees and employee representative(s) in the development and variation of such policies and will not unilaterally change them without such consultation.

8. CONSULTATION

Principles

8.1 Genuine and effective consultation with employees and the Union, taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.

8.2 Airservices recognises:

- (a) the importance of inclusive and respectful consultative arrangements;
- (b) employees and the Union should have a genuine opportunity to influence decisions;
- (c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on Airservices' policies may occur over at least two (2) weeks, whereas a major change is likely to require a more extensive consultation process;
- (d) consultation with employees and the Union on workplace matters that significantly affect or materially impact them is sound management practice; and
- (e) the benefits of employee and union involvement and the right of employees to be represented by their union.



8.3 Genuine and effective consultation involves:

- (a) providing employees and the Union with a genuine opportunity to influence the decision prior to a decision being made;
- (b) providing all relevant information to employees and the Union in a timely manner to support consideration of the issues;
- (c) considering feedback from employees and the Union in the decision-making process; and
- (d) advising employees and the Union of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

8.4 Consultation is required in relation to:

- (a) changes to work practices which materially alter how an employee carries out their work;
- (b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- (c) major change that is likely to have a significant effect on employees;
- (d) implementation of decisions that significantly affect employees;
- (e) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
- (f) other workplace matters that are likely to significantly or materially impact employees.

8.5 Airservices, employees and the Union recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of Airservices. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees

8.6 Clauses 8.9 to 8.21 apply if Airservices:

- (a) proposes 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.

Representation

8.7 Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

8.8 Airservices must recognise the representative if:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise Airservices of the identity of the representative.

Major changes

8.9 In this clause, a major change is likely to have a significant effect on employees if it results in, for example:

- (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.

8.10 The following additional consultation requirements in clauses 8.11 to 8.16 apply to a proposal to introduce a major change referred to in clause 8.4(c)

8.11 Consultation with employees, the Union and/or recognised representatives will occur prior to a decision being made, subject to clause 8.5.

8.12 Where practicable, an Airservices change manager or a primary point of contact will be appointed and their details provided to employees and the Union and/or their recognised representatives.



- 8.13 Airservices must notify employees, the Union and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 8.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 8.5, Airservices must:
- (a) discuss with affected employees and the Union and/or other recognised representatives:
 - (i) the proposed change;
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - (b) for the purposes of the discussion - provide, in writing, to employees and the Union and/or other recognised representatives:
 - (i) all relevant information about the proposed change, including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 8.15 Airservices must give prompt and genuine consideration to matters raised about the major change by employees and the Union and/or other recognised representatives.
- 8.16 However, Airservices is not required to disclose confidential or commercially sensitive information to employees and the Union and/or other recognised representatives.
- 8.17 Information that is provided by Airservices to employees, the Union and Employee representatives under these provisions will be used only for the purposes for which it is provided unless Airservices expressly consents to it being used for another purpose.
- Change to regular roster or ordinary hours of work*
- 8.18 The following additional consultation requirements in clauses 8.19 to 8.22 apply to a proposal to introduce a change referred to in clause 8.4(e).
- 8.19 Airservices must notify affected employees, the Union and/or other recognised representatives of the proposed change.
- 8.20 As soon as practicable after proposing to introduce the change, Airservices must:



- (a) discuss with employees, the Union and/or other recognised representatives:
 - (i) the proposed introduction of the change; and
- (b) for the purposes of the discussion - provide to the employees, the Union and/or other recognised representatives:
 - (i) all relevant information about the proposed change, including the nature of the proposed change; and
 - (ii) information about what the employer reasonably believes will be the effects of the proposed 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 employees, the Union and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, Airservices is not required to disclose confidential or commercially sensitive information to the relevant employees, the Union and/or other recognised representatives.

8.21 Information that is provided by Airservices to employees, the Union and their Employee representatives under these provisions will be used only for the purposes for which it is provided unless Airservices expressly consents to it being used for another purpose.

8.22 Airservices must give prompt and genuine consideration to matters raised about the proposed change by the employees, the Union and/or other recognised representatives.

Interaction with emergency management activities

8.23 Nothing in this clause restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

9. CONSULTATIVE COMMITTEES

9.1 There will be a National Consultative Council ('NCC'). The NCC will meet two (2) times each calendar year, or more frequently if required. The NCC shall consist of relevant employees, the Union, any employee representatives and Airservices' senior management. The NCC may deal with matters concerning Airservices' business, structure, technology, programs and functions, where those matters also pertain to the employment relationship.

9.2 There will be a Professional and Technical Committee ('P&TC') which will meet four (4) times each calendar year in person subject to operational requirements or more frequently if required. The P&TC will be composed of relevant employees, the Union, any employee representatives and management representatives, including the Chief Service Delivery



Officer (or equivalent) Air Traffic Control or a senior ATC manager nominated by them. The P&TC will be a forum in which professional and technical matters are canvassed and discussed such as:

- (a) staffing levels, including employee numbers and distribution;
- (b) training and recruitment;
- (c) master rosters and other rostering matters (including breaks per cl.20.17);
- (d) recreation leave programs; and
- (e) any other professional and technical matters.

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

9.4 The NCC, P&TC and LCC will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

9.5 Where travel is required to attend any of the consultative bodies meetings, Airservices will facilitate employee representatives attendance at meetings of consultative bodies and relevant sub-committees through the provision of:

- (a) for employee representatives who are not employees of Airservices:
 - (i) payment of all reasonable travel and accommodation expenses;
- (b) for employee representatives who are employees of Airservices:
 - (i) all reasonable travel, accommodation and incidental expenses;
 - (ii) paid leave to undertake representation business resulting from an involvement in the above activities;
 - (iii) paid additional hours for shift-working employees participating in the above activities on their rostered days off.

9.6 For the purposes of clause 9.5, reasonable travel and accommodation means a return economy class airfare and accommodation arranged by Airservices.



10. DISPUTE RESOLUTION

10.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES in the FW Act;

this clause sets out the procedure to settle the dispute.

10.2 An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this clause.

10.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause. Representatives will be recognised and dealt with in good faith.

10.4 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

10.5 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 10.4 have been taken, a party to the dispute may refer the dispute to the FWC.

10.6 The FWC may deal with the dispute in two (2) stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties, subject to any available appeal process.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

10.7 While the parties are trying to resolve the dispute using the procedures in this clause, an employee must continue to perform their work as they would normally in accordance with



established custom and practice at Airservices that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety.

- 10.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.
- 10.9 Any disputes arising under the *Airservices Australia (Air Traffic Control and Supporting Air Traffic Services) Enterprise Agreement 2020-2023* or the NES that were formally notified under clause 10 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

Leave of absence to attend proceedings

- 10.10 Where the provisions of clauses 10.1 to 10.5 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other Employee Representative referred to in clause 10.3, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in clause 10.5.

11. EMPLOYEE GRIEVANCES - EMPLOYEE GRIEVANCE BOARD

- 11.1 There will be an Employee Grievance Board ('EGB') established for the purpose of providing an avenue of independent review in relation to certain individual employee grievances. The constitution, jurisdiction, powers, procedures and other matters relating to the EGB are set out below. The clauses also contain an explanation of the type of conduct that constitutes workplace harassment and discrimination.
- 11.2 The EGB will be constituted by:
- (a) an independent chairperson agreed by Airservices and the nominated Employee Representatives;
 - (b) an employee nominated by Airservices; and
 - (c) an Employee Representative appointed after consultation with the employee pursuing the grievance.
- 11.3 The EGB will have power to determine grievances of individual employees regarding their treatment in the workplace or in their employment (for example, but not limited to, decisions regarding discipline or performance management, leave allocation or transfer, additional hours work and to the extent referred to below, selection for promotion), and grievances regarding harassment or discrimination in the workplace or in employment. For the removal



of any doubt, a grievance can relate to a failure or omission to make a decision as well as to a decision.

- 11.4 The EGB will not be entitled to determine a grievance where the subject of the grievance concerns or requires (as the case may be):
- (a) The termination of employment;
 - (b) A consideration of or relates to the application of the provisions of this Agreement or to award provisions or standards unless clause 11.17 applies or it is otherwise expressly stated in this Agreement;
 - (c) A consideration of or relates to the application of the provisions of legislation or regulations;
 - (d) Business matters such as the purchase, disposition or maintenance of assets or property.
- 11.5 Grievances of the kind that can be dealt with by the EGB shall be first addressed through internal review processes.
- 11.6 If an employee is dissatisfied with the outcome reached through following internal review processes, they may lodge a written grievance regarding that matter with the EGB. Such grievances must be lodged within 21 days of the date the employee is notified of the outcome of the internal review process. The period of 21 days may only be extended if Airservices consents to it being extended or the EGB decides that considerations of fairness warrant an extension.
- 11.7 The EGB will determine grievances as soon as practicable after they have been lodged.
- 11.8 The EGB will determine grievances by reference to principles of fairness and the substantial merits taking into account such matters that it considers relevant, including where relevant the operation of any policies.
- 11.9 The EGB:
- (a) will act impartially. The nominee of Airservices and the Employee Representative who are members of the EGB will exercise their own independent judgment and shall not be subject to any direction from their nominators.
 - (b) will give the parties an adequate opportunity to present their respective cases either in writing or orally or by a combination of both, as the EGB considers appropriate.
 - (c) may otherwise adopt the procedures that it thinks are appropriate to the proper determination of the grievance.



- (d) may inform itself as it thinks fit.
- 11.10 Matters of procedure shall be determined by the Chairperson in consultation with the other members of the EGB.
- 11.11 In determining a grievance, the EGB may do any of the following:
- (a) dismiss the grievance and confirm the decision that is subject to the grievance;
 - (b) uphold the grievance in whole or part and revoke the decision that is subject to the grievance in whole or part;
 - (c) modify the decision that is subject to the grievance;
 - (d) direct that the decision or part of it be reconsidered by Airservices having regard to the reasons of the EGB.
- 11.12 The members of the EGB will endeavour to reach a unanimous determination. If unanimity is not possible, the Chairperson of the EGB will be entitled to make the determination.
- 11.13 A determination of the EGB is binding on and only on Airservices and the employee in relation to the grievance concerned and is not to be treated as determinative of any other grievance. Determinations of the EGB will be final and not subject to any appeal.
- 11.14 The EGB will give written reasons for its determination. The Chairperson of the EGB will formulate those reasons in consultation with the other members of the EGB. If a member of the EGB does not agree with the determination they may have that recorded in the determination and may provide dissenting reasons to accompany the determination.
- 11.15 Both Airservices and the employee who has lodged the grievance will co-operate with the EGB in terms of the provision of information sought by it and in achieving the determination of a grievance as soon as practicable after it has been lodged.
- 11.16 If an employee concerned in this process so chooses, they may be assisted or represented in the process by an employee representative. The employee will notify the EGB and Airservices if they are to be assisted or represented in this way.
- 11.17 The EGB can determine a grievance even though to do so would involve the consideration or application of the provisions of this Agreement or award provisions or standards provided:
- (a) the parties consent to it doing so; or
 - (b) the grievance:
 - (i) relates to a selection for promotion decision and the position concerned has a maximum salary that is no greater than that prescribed for SY TTCU; and



- (ii) is that the decision was not determined by a proper assessment of the relative efficiency of the employee lodging the grievance and the successful employee.
- 11.18 For the purposes of the determination of a grievance of the kind referred to in clause 11.7, the question of the relative efficiency of employees shall be regarded by the EGB as entailing an assessment of the relative abilities, qualifications, experience, standard of work performance and personal qualities of the relevant candidates in relation to the position concerned.
- 11.19 If Airservices considers that the EGB is not entitled to determine a particular grievance because the decision that is subject to it is a decision referred to in clause 11.4, it will request the EGB to rule on that matter and the EGB will rule on that matter once it is satisfied that it has sufficient information upon which to do so.
- 11.20 If at any time during the process of dealing with the grievance, the EGB considers that a grievance lacks substance, is trivial or is vexatious, it can dismiss the grievance.
- 11.21 Unless otherwise agreed by Airservices and the employee concerned, a decision that is subject to a grievance under this clause 11 will remain effective and in operation until it is revoked or modified by determination of the EGB.
- 11.22 An employee shall not be entitled to lodge or pursue a grievance in the EGB if they or their employee representatives are seeking any relief or remedy in any Court or Tribunal in connection with the decision which would be or which is the subject of their grievance in the EGB.
- 11.23 An employee who has lodged a grievance and an employee who is assisting or representing them in relation to that grievance shall be released from duty in order to participate in any hearing convened by the EGB for the purpose of determining the grievance. Such employees will give notice to their Manager of their need to be released from duty for that purpose as soon as they are notified of the date of the hearing concerned.
- 11.24 If the hearing of a grievance occurs on a rostered day off, the employee who has lodged a grievance and the employee (if any) who is assisting or representing them in relation to that grievance will be permitted to negotiate time off in lieu in the two months following the hearing.
- 11.25 Airservices will meet the following costs, where required to facilitate attendance at a hearing:
- (a) Employee Representative on EGB: Return economy class airfare and reasonable accommodation expenses arranged and paid for by Airservices
 - (b) employee who has lodged a grievance: Reasonable travel, accommodation and incidental expenses.



12. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

12.1 Airservices and an individual employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement if the IFA:

- (a) deals with one or more of the following matters:
 - (i) remuneration;
 - (ii) arrangements for when work is performed, such as hours of work, starting times, shift lengths and breaks;
 - (iii) overtime rates;
 - (iv) penalty rates;
 - (v) allowances;
 - (vi) leave loading.
- (b) meets the genuine needs of Airservices and the employee in relation to one or more of the matters mentioned in clause 12.1(a); and
- (c) is genuinely agreed to by Airservices and the employee.

12.2 An IFA must be made genuinely without coercion or duress.

12.3 Airservices must ensure that the terms of an IFA:

- (a) result in the employee being better off overall in relation to the employee's terms and conditions of employment than the employee would be if no IFA were agreed;
- (b) must be about matters that would be permitted matters if the IFA were an enterprise agreement; and
- (c) must not include a term that would be an unlawful term if the IFA were an enterprise agreement.

12.4 An employee may choose to be represented by an Employee Representative or another person in discussions on a proposed IFA. Employee representation does not mean the consent of the Employee Representative is required for the making of an IFA.

12.5 Airservices must ensure that the IFA:

- (a) is in writing;
- (b) names the parties to the IFA;



- (c) is signed by Airservices and the individual employee (and, if the employee is under 18 years of age, the employee's parent or guardian) and specifies:
- (i) the particular terms of this Agreement the operation of which Airservices and the individual employee have agreed to vary;
 - (ii) the nature of the varied arrangements proposed and how they will operate;
 - (iii) how the IFA results in the employee being better off overall in relation to the employee's terms and conditions of employment than the employee would be if the IFA were not made; and
 - (iv) the period for which the IFA will operate (including the day on which the arrangement commences).

12.6 Airservices must give the individual employee a copy of the IFA within 14 days after it is agreed to and keep the IFA as a time and wages record.

12.7 An IFA may be terminated:

- (a) by Airservices or the employee giving 28 days' notice of termination, in writing, to the other party – in which case, the IFA will cease to operate at the end of the notice period; or
- (b) at any time, by written agreement between Airservices and the employee.

13. GROUP FLEXIBILITY ARRANGEMENTS

13.1 A Group Flexibility Arrangement (GFA) may vary the application of terms of this Agreement that deal with arrangements for when work is performed including hours of work, starting times, shift lengths and breaks.

13.2 A GFA must:

- (a) be made genuinely without coercion or duress; and
- (b) result in each member of the group of employees concerned being better off overall compared to the position that they would be in if no GFA was made.

13.3 The process for making and putting into operation a GFA will be the following:

- (a) The proposed GFA must be formulated in writing specifying:
 - (i) the particular group of employees who will be directly affected by it ('the relevant employee group');



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- (ii) the particular terms of this Agreement the operation of which will be varied under the proposed GFA;
 - (iii) the nature of the varied arrangements proposed and how they will operate;
 - (iv) the period for which the GFA will operate.
- (b) The proposed GFA must be provided to employees in the relevant employee group and to the employee representative allowing at least 14 days for comment and any discussion about it. If as a result of comment and discussion the proposed GFA is amended (other than in a technical way), the process referred to in the following clause 13.3(c) will not be instituted until seven (7) days after the amended proposed GFA is published so as to enable it to be reviewed and commented upon by employees and the employee representative as they think necessary.
- (c) If following the expiration of the period for comment and discussion, Airservices wants to seek to make the GFA either as originally proposed or in an amended form, it will:
- (i) provide a copy of the GFA either electronically or in hard copy to each of the employees in the relevant employee group and to the employee representative;
 - (ii) over a period of no less than seven (7) days conduct a vote of the employees in the relevant employee group about whether or not they want to make the GFA;
 - (iii) at the beginning of the voting period inform employees in the relevant employee group by way of e-mail and, if they are absent from the workplace during the period of the vote, also by telephone message, of the conduct of the vote and the final day and time for casting a vote.
- (d) If a two-thirds majority of the employees in the relevant employee group at the time, vote in favour of making the GFA, it will be regarded as having been made and it will operate according to its terms in respect of all employees who are or who become members of the relevant employee group during the period of its operation. The relevant employee group may nominate an employee representative to oversee the conduct of the vote.
- 13.4 Once it is ascertained, the outcome of the vote will be notified to the employees in the relevant employee group and to the employee representative and if the GFA has been made, it will be posted on the Airservices intranet, a copy provided to the employee representative and it will be kept as a time and wages record.
- 13.5 An employee in respect of whom a GFA operates can terminate its operation in relation to them by the provision of 45 days written notice to Airservices. Airservices in relation to one or more of the members of the group of employees, in respect of whom a GFA operates, can terminate its operation by the provision of 45 days written notice to the employee or



employees concerned. If the employee concerned so requests, the employee representative will be provided with a copy of any notice of termination provided under this clause 13.5.

14. FLEXIBLE WORKING ARRANGEMENTS

14.1 Airservices, employees and the Union recognise:

- (a) the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- (b) access to flexible work can support strategies to improve diversity in employment and leadership in Airservices;
- (c) access to flexible work supports Airservices' capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
- (d) that flexibility applies to all roles in the agency, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- (e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests and are subject to operational requirements.

14.2 Airservices is committed to engaging with employees and the Union to build a culture that supports flexible working arrangements across Airservices at all levels. This may include developing and implementing strategies through an Airservices consultative committee.

14.3 Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

14.4 The following provisions do not diminish an employee's entitlement under the NES.

14.5 An employee may make a request for a formal flexible working arrangement.

14.6 The request must:

- (a) be in writing;
- (b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and



- (c) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

14.7 Airservices must provide a written response to a request within 21 days of receiving the request.

14.8 The response must:

- (a) state that Airservices approves the request and provide the relevant detail in clause 14.9; or
- (b) if following discussion between Airservices and the employee, Airservices and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- (c) state that Airservices refuses the request and include the following matters:
- (i) details of the reasons for the refusal; and
 - (ii) set out Airservices' particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - (iii) either:
 - set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that Airservices would be willing to make; or
 - state that there are no such changes; and
 - (iv) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.

14.9 Where Airservices approves the request this will form an arrangement between Airservices and the employee. Each arrangement must be in writing and set out:

- (a) any security and work health and safety requirements;
- (b) a review date (subject to clause 14.13); and
- (c) the cost of establishment (if any).

14.10 Airservices may refuse to approve the request only if:



- (a) Airservices has discussed the request with the employee; and
- (b) Airservices has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
- (c) Airservices and the employee have not reached such an agreement; and
- (d) Airservices has had regard to the consequences of the refusal for the employee; and
- (e) the refusal is on reasonable business grounds.

14.11 Reasonable business grounds include, but are not limited to:

- (a) the new working arrangements requested would be too costly for Airservices;
- (b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- (c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- (e) the new working arrangements would have a material operational impact, or would otherwise be inconsistent with operational or regulatory requirements;
- (f) the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- (g) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

14.12 For First Nations employees, Airservices must consider connection to country and cultural obligations in responding to requests for altering the location of work.

14.13 Approved flexible working arrangements will be reviewed by Airservices and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.



Varying, pausing or terminating flexible working arrangements

- 14.14 An employee may request to vary an approved flexible working arrangement in accordance with clause 14.6. An employee may request to pause or terminate an approved flexible working arrangement.
- 14.15 Airservices may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 14.17.
- 14.16 Airservices must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 14.17 Prior to Airservices varying, pausing or terminating the arrangement under clause 14.15, Airservices must have:
- (a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - (b) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
 - (c) had regard to the consequences of the variation, pause or termination for the employee;
 - (d) ensured the variation, pause or termination is on reasonable business grounds; and
 - (e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 14.8(c).

Working from home

- 14.18 Airservices will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 14.19 Airservices may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 14.20 An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 14.21 Airservices will provide employees with guidance on working from home safely.



14.22 Employees will not be required by Airservices to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, Airservices will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

14.23 Employees may request ad hoc flexible working arrangements. Ad hoc arrangements are generally one-off or short term arrangements for circumstances that are not ongoing.

14.24 Employees should, where practicable, make the request in writing and provide as much notice as possible.

14.25 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 14.4 to 14.13.

14.26 Airservices should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.

14.27 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, Airservices should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

14.28 An employee may request to work an alternative regular span of hours. If approved by Airservices, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. Airservices will not request or require that any employee alter their regular span of hours under these provisions.

15. EMPLOYMENT DETAILS

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

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

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



16. EMPLOYMENT OBLIGATION

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

17. LEGAL REPRESENTATION, INDEMNITY AND RELEASE ARRANGEMENTS

17.1 Airservices will indemnify and release employees against all claims and demands made against them by any person (including by Airservices, employees of Airservices, customers of Airservices and legal personal representatives) where the claim or demand is made as a result of injury or loss to a person or property as a result of the employee's negligence or alleged negligence in performing an employee's duties in the course of employment except where such injury or loss was caused wilfully by the employee or was caused by gross dereliction of duty on the part of the employee.

17.2 Under the indemnity provided by this clause 17 Airservices will provide legal counsel and defend an employee and an employee's estate in any legal action arising in connection with the performance of an employee's duties, and indemnify an employee and hold an employee harmless from any judgment resulting from such legal actions.

17.3 In a case where an employee considers that they do not want to take advantage of the legal representation provided under clause 17.2, but rather wants to receive separate legal advice and/or representation, Airservices will give consideration, having regard to the circumstances of the case overall, to the payment of legal costs incurred in respect of that legal advice or representation or part thereof.

18. RIGHTS AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES AND UNION DELEGATES

18.1 For the purposes of this clause, "Employee representative" means an Employee representative as defined in clause 2 who is also an employee of Airservices.

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

18.3 Airservices accepts that the role and activities of Employee representatives are, when requested by employees, to provide support and represent employee interests to management in relation to matters covered by the Agreement.

18.4 Airservices will give effect to clause **Error! Reference source not found.** as follows:

- (a) Airservices respects and will facilitate the role of Employee representatives. Airservices and Employee representatives will deal with each other in good faith at all times.



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- (b) In discharging the role of Employee representatives who are employees of Airservices, the facilities that will be available to support this role will include but not be limited to:
- (i) the right to be treated fairly and to perform the role free from discrimination in their employment;
 - (ii) recognition by Airservices that Employee representatives speak on behalf of their members in the workplace;
 - (iii) subject to operational requirements, Airservices will grant reasonable paid time to:
 - a) provide information and seek feedback from employees in the workplace, Employee representatives and officials on workplace relations matters during normal working hours;
 - b) participate in Airservices employee consultation forums;
 - c) represent the interests of members to Airservices and industrial tribunals; and
 - d) Provide access to new employees as part of induction.
- (c) Airservices will not unreasonably refuse paid time away from duty. Employee representatives should consult with their immediate manager as early as practicable when they are seeking paid time away from duty.
- (d) reasonable access to Airservices facilities for the purpose of carrying out their role, subject to the relevant policies and procedures and provided that the use of those facilities does not inconvenience workplace operations. Such facilities include:
- (i) Telephone
 - (ii) Internet
 - (iii) Email
 - (iv) Notice Boards (including electronic Notice Boards)
 - (v) Meeting Rooms
 - (vi) Lunch Rooms
 - (vii) Photocopying



- (e) Subject to operational requirements, access to reasonable paid leave for training to support an Employee representative in the execution of their role or to attend union forums.
- (f) Employees who are elected as officials of a trade union or professional association, are not required to seek permission from Airservices before speaking publicly in that capacity, subject to the relevant Code of Conduct and legislative requirements.

19. CATEGORIES OF EMPLOYMENT

19.1 Airservices can employ an employee in any one of the following categories, in which case any particular conditions that are specified in this clause 19 as being associated with employment in that category will apply:

(a) *Probationary employment:*

- (i) Employment on the basis that a probationary period of three (3) months applies (unless the probationary period is a longer period which is expressly stated to be associated with the successful completion of a formal period of training according to a formal assessment mechanism). An employee's probationary period will count as service.
- (ii) During the probationary period an employee will be advised by Airservices that the employee's employment will be continued, or that Airservices will not be continuing the employee's employment. Either the employee or Airservices may terminate the employee's employment during the probationary period by giving two (2) weeks' notice or payment in lieu.

(b) *Permanent full-time employment:*

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

(c) *Permanent part-time employment:*

- (i) Employment on the basis that the employee works for Airservices on a permanent basis for less than the ordinary hours of work prescribed for a permanent full-time employee.
- (ii) A permanent part-time employee will receive, on a pro-rata basis, equivalent pay and conditions to a permanent full-time employee of the same classification, unless otherwise specified under this Agreement. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this Agreement. Long service leave entitlements for part-



time employees will be provided and administered in accordance with the LSL Act.

- (iii) Before commencing, the employee and Airservices will record their agreement in writing to the following in relation to the employee's employment:
 - (A) The ordinary hours to be worked;
 - (B) The days to be worked; and
 - (C) The commencing and finishing times for the work.
 - (iv) A part-time day worker will work a minimum of three consecutive ordinary hours on any day. (Minimum shift lengths for shift workers are dealt with in clause 20.4).
 - (v) The parties to this agreement support part-time employment and will work to give access to part-time employment to accommodate employees' ability to balance their inside and outside of work responsibilities and in order to promote the retention of older shift workers who may wish to reduce their hours.
 - (vi) Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
 - (vii) Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- (d) *Casual employment:*
- Employment on the basis that the employee is not a permanent employee and that:
- (i) The employee's hours of work and employment are irregular or intermittent, subject to the employee's availability to work and Airservices' need for the employee's services;
 - (ii) There is no obligation on Airservices to provide an employee work;
 - (iii) Each engagement is a separate period of employment with the employee employed by the hour with wages accruing from day to day and paid fortnightly;
 - (iv) The rate of pay is based on the relevant hourly rate applying to a permanent full-time employee at the same classification, plus a loading of 25%; and
 - (v) The employee is not entitled to any paid leave entitlements (other than long service leave), period of notice or the termination or redundancy provisions under this Agreement.



- (vi) A casual employee shall be engaged for a minimum of three (3) hours per engagement or shall be paid for a minimum of three (3) hours at the appropriate casual rate.
 - (vii) A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount in accordance with clause 24.4(h).
- (e) *Fixed term employment:*
- Employment on the basis that the employee is employed by Airservices for a fixed period of time or for the purpose of a specific task, or project, either on a full-time or part-time basis, as agreed between an employee and Airservices in writing, and that:
- (i) any such engagement is subject to the termination of employment provisions of this Agreement;
 - (ii) if the employee is continuously employed for more than 12 months, including roll-over or consecutive fixed term engagements, an employee will be entitled to be permanently appointed at the appropriate level of the classification structure for which the employee was employed under the employee's last fixed term engagement.
 - (iii) this does not apply to fixed term employment on a discrete project (which may include covering an employee's absence on a career break or to assist in reducing excess recreation leave) for a finite period greater than 12 months with no further employment prospect on completion;
 - (iv) the employee's fixed term employment will count as service, if an employee is permanently appointed at the conclusion of the employee's fixed term engagement;
 - (v) the employee will receive on a pro-rata basis equivalent pay and conditions to a permanent full-time or part time employee (as applicable) of the same classification, unless otherwise specified under this Agreement;
 - (vi) if the fixed-term employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 62 will apply;
 - (vii) if the redundancy provisions apply to an employee under clause 19.1(e)(vi), Airservices must adhere to the consultation requirements at clause 62.3.

20. HOURS OF WORK

- 20.1 An employee will be consulted and Airservices will endeavour to accommodate an employee's preferences for working hours considering an employee's personal needs and impact on family and work life. These preferences must meet the relevant legislative



requirements, Airservices' business needs, and take account of the effect on other members of an employee's group.

20.2 Definitions

In these provisions:

- (a) **"One clear day off"**, consists of a minimum of thirty (30) hours including twenty-four (24) hours time off duty commencing at midnight.
- (b) **"Two clear days off"**, consists of a minimum of fifty-four (54) hours including forty-eight (48) hours time off duty commencing at midnight.
- (c) **"Three clear days off"**, consists of a minimum of seventy-eight (78) hours including seventy-two (72) hours time off duty commencing at midnight.
- (d) **"Quick Change"**, means rostered return to duty after less than fourteen (14) hours time off unless it includes the total sleep period.
- (e) **"Sleep Period"**, means the hours between 2300 and 0600 local time.
- (f) **"Night shift"** means a shift that contains all of the period 0001 – 0459 local time. This clause shall be read in conjunction with clause 20.5(a) (*Commencement and cessation of work*) of this Agreement.
- (g) **"Hours worked"** means actual shift duration worked.
- (h) **"Hours acquitted"** means three (3) times shift duration before 0600; plus actual shift duration after 0600.
- (i) **"Base Roster"**, sets out the pattern of shifts to be worked by the group showing the number of consecutive days rostered on/rostered off and the start and finish times of each shift.

20.3 Ordinary hours of duty

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



- (d) Airservices will make all reasonable endeavours on request by the employee to advise of the hours they have acquitted over a given period to ensure compliance with this clause.

20.4 Length of shift

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

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

20.5 Commencement and cessation of work

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

20.6 Extension of rostered shift

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

20.7 Consecutive shifts

- (a) The minimum number of consecutive rostered shifts will be three (3).

- (b) The maximum number of consecutive rostered shifts will be five (5).
- (c) The maximum number of consecutive rostered shifts identified in 20.7(b) above can be varied by agreement between Airservices and an employee (or group of employees) to a maximum of six (6).
- (d) The maximum number of hours acquitted that can be rostered in consecutive shifts will be forty eight (48).
- (e) The maximum number of consecutive shifts worked, inclusive of additional duty or emergency duty, will be ten (10).
- (f) The maximum number of hours acquitted in consecutive shifts inclusive of additional duty or emergency duty, will be eighty (80).

20.8 Time off between shifts

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

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

Shift Length (hours acquitted)	Hours to commencement of next ordinary hours shift
8 or less	10
8.5	10.5
9	11
9.5	11.5
10	12

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

- (b) Three (3) clear days off will be rostered following a run of six (6) consecutive shifts or following a run of consecutive shifts totalling more than forty (40) hours acquitted.
- (c) Two (2) clear days off will be rostered following a run of five (5) consecutive shifts or consecutive shifts totalling more than thirty (30) hours acquitted.



- (d) In each twenty-eight (28) day period, measured with reference to the commencement of the roster cycle concerned, a minimum of eight (8) days off will be rostered, including a minimum of two (2) clear days off on at least two (2) occasions.
- (e) Rosters will not contain more than nine (9) quick changes in any six (6) week period, measured continuously.
- 20.9 There will be Local Rostering Representatives ('LRRs') nominated by employees who will meet as and when required. In any case where Airservices intends to affect a change to existing base/regular roster arrangements, it will consult with LRRs. In addition to the provisions in clauses 8.18 to 8.22 (*Consultation*), Airservices will:
- (a) make best endeavours to seek feedback from affected employees about the shift bank to be used;
- (b) develop and provide three or more alternative base rosters for consideration;
- (c) consult with LRRs in relation to those or any other local alternatives presented that meet operational objectives;
- (d) give prompt and genuine consideration to matters raised;
- (e) seek to reach agreement;
- (f) implement any change in accordance with LRRs preference on roster alternatives.
- 20.10 Where the implementation of a particular roster is required to be supported by a Group Flexibility Arrangement in accordance with clause 13, the LRRs will also be consulted about the Group Flexibility Arrangement.
- 20.11 Airservices will ensure that matters concerning fatigue management, WHS and equity principles are fully considered in the management of shifts.
- 20.12 An employee will progress through the Base Roster in an orderly way.
- 20.13 It is acknowledged that while progression through the Base Roster pattern of shifts is the ideal principle, changes are sometimes necessary for a range of reasons. The following describes the agreed processes to facilitate these roster changes.
- 20.14 To give effect to 20.1 and 20.11 to 20.13, Airservices will, as part of its roster preparation processes:
- (a) collect roster inputs (includes business and operational needs and employee requests);
- (b) create a draft roster based on roster inputs;



- (c) provide the draft roster, highlighting any proposed significant changes against the base roster, including any explanatory notes.

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

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

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

20.15 Notification of rosters

- (a) Rosters shall be published with at least forty-five (45) days notification. Where reasonably practicable, a roster incorporating the period 20 December to 10 January will be made available to employees by 21 October.
- (b) In the event Airservices initiates a change to an employee's published roster, Airservices will consult with the affected employee by:
 - (i) providing information about the change;
 - (ii) inviting the employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
 - (iii) allowing the employee to be represented for the purpose of consultation; and
 - (iv) giving prompt and genuine consideration to matters raised about the change by the employee.
- (c) In the event that Airservices initiates a change to a published roster which results in changes to the time of an employee's rostered shift, that employee will be entitled to receive payment at the additional duty rate for that portion of the shift that falls outside the original rostered hours of duty, unless an employee has been given at least seven (7) days' notice.

20.16 Breaks within shifts

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

- (a) In accordance with Work Health and Safety principles (fatigue risk management assessment and screen based work), an employee will be entitled to periods of relief

from an employee's operational duties. As a minimum, breaks will be provided during shifts as follows:

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

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

20.17 Breaks from continuous duty

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

breaks, discussing work health and safety matters relating to breaks and to ensure compliance with any relevant regulatory requirements (including but not limited to FRMS), as required.

20.18 Stand-by rosters ('Grey Days')

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

20.19 Mutual changes of shift

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



20.20 Voluntary On-Call Rostered Shift Scheme

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

20.21 Additional Hours

- (a) An employee has an obligation to work a reasonable amount of additional hours where it is necessary to meet operational requirements. This obligation is subject to the provisions in the remainder of this clause.



- (b) If, having regard to the matters set out in 20.21(b)(i) to 20.21(b)(v) below, it would be unreasonable for an employee to work the additional hours, the employee does not have an obligation to work those hours:
- (i) any risk to the employee's health and safety;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace;
 - (iv) the notice given by Airservices of the requirement to work the additional hours and any notice the employee has given about their availability or unavailability to perform additional hours work in a particular period;
 - (v) any other relevant matter.
- (c) If an employee is asked to work additional hours and after considering the matters mentioned in clause 20.21(b)(i)-(v), the employee concludes that it would be unreasonable for them to work those additional hours, they may decline to work those hours and they will not be required to work those particular hours. In that event, Airservices is entitled to ask the employee to provide the reason or reasons for their conclusion and if Airservices wish to dispute whether the refusal is justified under this clause 20.21, it can do so, in which case the dispute will be dealt with in accordance with clause 10 (*Dispute Resolution*).

20.22 Penalty Rates: ATCs, FDCs, SSOs & ADTs

- (a) ATC (including Operational Support Specialists) or FDC employees who are required to work any additional hours outside of their ordinary hours of work will be paid at the rate of 1.90 for all additional hours worked. In circumstances where an ATC or FDC employee has ceased work, and is recalled to duty, the employee will be paid a minimum of four (4) hours.

20.23 Simulator Support Officers (SSO) and Airways Data Team (ADT) employees who perform work outside their ordinary hours of work will be paid at the rate of 1.90 for all additional hours worked.

20.24 Rest Relief

- (a) If an employee is required to work additional hours and there is less than eight (8) hours break to an employee's next rostered shift commencement time, an employee will not be required to attend for ordinary duty until an employee has been absent for eight (8) hours (plus reasonable travelling time). An employee's pay will not be reduced for the period of such absence.



- (b) If an employee is directed to work without eight (8) consecutive hours off duty (plus reasonable travelling time), an employee will be paid by multiplying the hours worked by the relevant factor appearing in the table below using an employee’s commuted hourly rate until an employee has received the required break:

Rest Relief	SSO/ADT	ATC/FDC
<i>All hours until required break received</i>	<i>1.90</i>	<i>1.90</i>

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

20.25 Time off in lieu

- (a) In lieu of payment for additional hours, an employee may request time off to be credited on an hour for hour basis. In the alternative, an employee may request a combination of payment and time off in lieu.
- (b) If an employee is required to travel away from an employee’s normal place of work outside an employee’s total rostered hours of duty and those hours would otherwise be additional to the rostered hours per fortnight, an employee will be credited with time off in lieu in accordance with this clause.
- (c) Wherever possible, time off in lieu will be provided at a time mutually acceptable to an employee and an employee’s manager, consistent with operational requirements.
- (d) Where mutual agreement for utilisation of accrued time off in lieu is reached, the time off shall be treated as rostered time off in relation to the provisions of clause 20 (*Hours of Work*).

20.26 Emergency Duty: SSO/ADTs

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

Emergency Duty	SSO/ADT
<i>All hours</i>	<i>1.90</i>



- (c) Emergency duty performed on public holidays will be paid in accordance with this clause, except where payment under the public holiday additional hours provisions, excluding travel time and motor vehicle allowance, would be greater.
- (d) The period of emergency duty for which an employee will be paid will include one (1) hour's travel in each direction.
- (e) In circumstances where an employee has ceased work and is recalled to duty, an employee will be paid a minimum of four (4) hours.
- (f) If an employee is required to use their own motor vehicle to attend for, and return from, emergency duty, an employee will be paid motor vehicle allowance.
- (g) An emergency duty payment does not apply where an employee's shift commencement time is varied to meet an emergency.

20.27 Public Holiday Penalty

- (a) If an employee is required to perform ordinary duty on a public holiday (refer clause 54 (*Public Holidays*)), payment will be determined by multiplying the hours worked by 1.97 using an employee's hourly rate.
- (b) If an employee is not required to perform ordinary duty on a public holiday (refer clause 54 (*Public Holidays*)) and is on their rostered day off, an employee will be paid a penalty of 0.79 for the average hours worked per shift of the base roster applicable to the employee; or credited time off in lieu on an hour for hour basis (refer clause 20.25).
- (c) Any credited public holiday in lieu can be cashed out upon request.

20.28 Operational Support Specialists - Special Conditions

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



continuation of secondment the base salary they would receive in their operational position as provided in Attachment 1.

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

21. TRAVEL STANDARD

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

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

22. TRANSFERS

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

22.2 Definitions

In this clause:

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

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



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

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

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

“**Permanent Transfer**”, means an employee’s New Location becomes the employee’s Home Location on transfer.

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

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

22.3 Principles

- (a) An ATC is generally transferable for the purposes of Term and Permanent Transfers. An employee may be transferred to any position at level for the reasons of operational efficiency, development of the employee, equal opportunity and for compassionate reasons.
- (b) The basic principle Airservices will use in the application of these provisions is that an employee will be reimbursed for reasonable expenses that would not have been incurred by the employee if the employee was not transferred. Where there is any doubt as to what an employee is entitled to under this clause, this principle will be applied.
- (c) An employee will be given as much notice as possible of the date of transfer and of the completion date of the transfer if appropriate.
- (d) Designated Term Transfer locations are Alice Springs or any other location designated by Airservices from time to time.
- (e) Term Transfers will be progressed with a minimum of three (3) months’ notice and transfer periods greater than two (2) years or extensions of Term Transfers require an employee’s agreement.
- (f) To be reimbursed for an expense incurred under this clause, employees shall provide a tax invoice or other evidence such as a Statutory Declaration.



- (g) A reference to 'cost' or 'expense' in this clause 22 includes a reference to a cost or expense incurred by a transferring employee's Dependant or by the employee in providing for a Dependant.

22.4 Transfer on recruitment or at an employee's request

- (a) Compulsory Transfer entitlements do not apply if an employee was advised on commencement of employment that relocation was scheduled or periodic relocation was expected.
- (b) On recruitment of a new employee or transfers on an own time own expense basis, any transfer assistance will be at Airservices' discretion.
- (c) Where transfers are arranged for compassionate reasons, any assistance will be determined by Airservices.
- (d) An employee may request a transfer on an own time own expense basis and Airservices may approve such a request provided that:
 - (i) No vacancy exists under clause 30 of this Agreement; and
 - (ii) Any transfer assistance will be at Airservices discretion.

22.5 Temporary Transfer entitlements

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

- (a) Fares and travel costs for the period of transfer;
- (b) Reunion fares every three (3) months, or where agreed, more frequently;
- (c) For the first 21 days of the transfer, a travel allowance consistent with ATO Taxation Determination (TD2023/3) as varied from time to time, or reasonable accommodation, meals and incidental expenses charged to the employee's travel card will be paid;
- (d) After 21 days and when accommodation with full cooking facilities cannot be found, accommodation costs shall be reimbursed consistent with ATO Taxation Determination (TD2023/3), as varied from time to time. Reasonable food and drink expenses up to \$55.60 per day shall be reimbursed. For employees with, and accompanied by, their Dependents at the new location, reasonable food and drink expenses up to \$55.60 per day per adult and \$27.80 per day per child under 12 years of age shall be reimbursed.



- (e) When accommodation with full cooking facilities has been found the following applies:
- (i) Reimbursement for accommodation costs up to \$891.82 per week. A higher amount may be reimbursed subject to prior approval;
 - (ii) For employees with Dependants and whose Dependants remain at their home location, a reimbursement for reasonable food and drink expenses in line with the ATO Taxation Determination (TD2023/3), as varied from time to time, plus additional charge for electricity and gas;
 - (iii) Once established in accommodation with full cooking facilities an incidentals amount of \$34.47 per week shall be paid to employees without Dependants; and
 - (iv) \$68.94 per week shall be paid to employees with Dependants when at the new location alone;
- (f) Storage costs for the duration of the transfer and, on return, for three (3) months or until permanent accommodation is obtained, whichever is earlier;
- (g) School education costs (clause 24.9) and District Allowance (clause 24.10);
- (h) Costs to maintain a household at the Home Location in excess of those normally incurred; and
- (i) Fares and assistance with travel costs incurred because of compassionate purposes or if emergency medical facilities and treatment are unavailable in the New Location.

22.6 Term Transfer entitlements

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

- (a) Fares and travel costs for an employee and an employee's Dependants;
- (b) For the first 21 days of the transfer:
 - (i) Reimbursement of accommodation costs; and
 - (ii) Where accommodation with full cooking facilities cannot be found, a reimbursement for reasonable food and drink expenses up to \$55.60 per day per adult and \$27.80 per day per child under 12 years of age;
 - (iii) An incidentals amount of \$34.47 per week shall be paid to employees without Dependants and \$68.94 per week shall be paid to employees with Dependants when at the new location alone;



- (c) Reimbursement for rental accommodation costs of up to \$840.67 per week once settled into longer term accommodation. A higher amount may be reimbursed subject to prior approval;
- (d) For employees with Dependants and whose Dependants remain at their home location, the following provisions apply once settled into accommodation with full cooking facilities:
 - (i) reasonable food and drink expenses consistent with ATO Taxation Determination (TD2023/3), as varied from time to time shall be reimbursed;
 - (ii) an incidentals amount of \$68.94 per week shall be paid;
 - (iii) when in accommodation without laundry facilities, reasonable laundry expenses may be reimbursed; and
 - (iv) electricity and gas expenses reimbursed;
- (e) Removal costs of an employee's household effects, including an employee's car and household pets, with other items moved at Airservices' discretion;
- (f) Storage costs for the duration of the transfer and, on return, for three (3) months or until permanent accommodation is obtained, whichever is earlier;
- (g) The cost of a pre-transfer visit by an employee and an employee's Dependants where the visit would reduce the cost of temporary accommodation;
- (h) If a bond is required under a lease agreement, Airservices will advance the bond up to a maximum of four (4) weeks' rent, on condition that the employee authorises the deduction of this amount from the employee's salary over a one year period in accordance with the requirements of the Act;
- (i) Other reasonable costs will be reimbursed on production of receipts;
- (j) Allowances as specified in this Agreement that may be payable are: Disturbance Allowance (clause 24.6), Water Subsidy (clause 24.7), Air-conditioning Subsidy (clause 24.8), Education Reimbursement (clause 24.9), District Allowance (clause 24.10), and Remote Locality Leave Fares (clause 24.11);
- (k) Fares in respect of an employee's Dependant attending primary or secondary school away from the Term Transfer location is also payable. The level of assistance is limited to two (2) return airfares in any one (1) year in addition to any leave fare entitlement payable (clause 24.9); and
- (l) Fares and assistance with travel costs incurred because of compassionate purposes or if emergency medical facilities and treatment are unavailable in the New Location.



22.7 Permanent Transfer entitlements

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

- (a) Fares and travel costs for an employee and an employee's Dependants;
- (b) For the first 21 days of the transfer, the following provisions apply:
 - (i) Reimbursement for accommodation costs;
 - (ii) Where accommodation with full cooking facilities cannot be found a reimbursement for reasonable food and drink expenses up to \$55.60 per day per adult and \$27.80 per day per child under 12 years of age; and
 - (iii) An incidentals amount of \$34.47 per week shall be paid to employees without Dependants and \$68.94 per week shall be paid to employees with Dependants when at the new location alone;
- (c) Reimbursement for rental accommodation costs up to \$840.67 per week once settled into longer term accommodation, for up to six (6) months, provided an employee owned or had entered into an agreement to purchase a home at the pre-transfer location. A higher amount may be reimbursed subject to prior approval;
- (d) For employees with Dependants and whose Dependants remain at their home location, the following provisions apply once settled into accommodation, for the first six (6) months of the transfer:
 - (i) reasonable food and drink expenses consistent with ATO Taxation Determination (TD2023/3), as varied from time to time shall be reimbursed;
 - (ii) an incidentals amount of \$68.94 per week shall be paid;
 - (iii) when in accommodation without laundry facilities, reasonable laundry expenses may be reimbursed; and
 - (iv) electricity and gas expenses reimbursed;
- (e) Removal costs for an employee's household effects, including an employee's car and household pets. Other items will be moved at Airservices' discretion;
- (f) Storage costs for household effects will be reimbursed for a maximum of six (6) months;
- (g) Costs of a pre-transfer visit by an employee and an employee's Dependants where the visit would reduce the cost of temporary accommodation;



- (h) If a bond is required under a lease agreement, Airservices will advance the bond to a maximum of four (4) weeks' rent, on condition that the employee authorises the deduction of this amount from the employee's salary over a one year period in accordance with the requirements of the Act;
- (i) Reasonable professional and legal costs associated with the sale and purchase of homes (including costs exceeding normal charges, if discharging a mortgage due to the transfer) will be reimbursed. The sale must be within two years and the purchase within four (4) years of the permanent transfer date, based on the date of contract exchange;
- (j) Other reasonable costs will be reimbursed on production of receipts;
- (k) Allowances as specified in this Agreement that may be payable are: Disturbance Allowance (clause 24.6), Water Subsidy (clause 24.7), Air-conditioning Subsidy (clause 24.8), Education re-imburement (clause 24.9), District Allowance (clause 24.10), and Remote Locality Leave Fares (clause 24.11); and
- (l) Assistance with extra costs to achieve a 'like to like' living situation (e.g. home owner to home owner) as soon as possible. The level of assistance provided for sale/purchase of a dwelling will be limited to a level which reflects the ordinary living needs of a family of similar size.

22.8 Compulsory Transfer entitlements

If an employee is compulsorily transferred, an employee will be reimbursed for reasonable expenses incurred in accordance with permanent transfer entitlements (clause 22.7) plus:

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

23. REIMBURSEMENT OF EXPENSES

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

23.2 Telephone expenses



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

23.3 Loss or damage to clothing or personal effects

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

23.4 Eye tests and spectacles

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

- (a) \$153.46 for single focus spectacles; or
- (b) \$278.00 for multi focal spectacles; or
- (c) \$547.10 for progressive lens spectacles.

23.5 Travel expenses

- (a) An employee may be issued with a travel card to charge reasonable living costs while absent from an employee's home location on official business. When issued with a travel card an employee will not be entitled to travelling allowance (TA).
- (b) If an employee has not been issued with a travel card an employee is entitled to TA as prescribed in this clause.
- (c) Where the prescribed rate of TA does not cover reasonable living costs, Airservices may pay an additional allowance for reasonable excess costs, where considered justified.
- (d) If an employee travels away from an employee's home location for more than ten (10) hours on official business and an overnight absence is not involved an employee will be paid meals and incidentals of \$79.03.
- (e) Where meals are not provided when travelling away from an employee's home location overnight, an employee will be paid a TA for meals and incidentals at the reasonable amounts set out in the relevant ATO Taxation Determination (TD2023/3)) as varied from time to time.

- (f) Where meals and accommodation are provided on official travel away from an employee's home location an employee is only entitled to an incidentals allowance at the reasonable amount set out in the relevant ATO Taxation Determination (TD 2023/3)) as varied from time to time.
- (g) Except for air travel, the absence for the purpose of TA is calculated from the actual time of departure to the actual time of return to an employee's home location.
- (h) In calculating the absence for the purpose of TA when travelling by air transport, one (1) hour is to be allowed for travel to the airport on departure from an employee's home location and from the airport on return. This total of two (2) hours will apply in all cases.
- (i) Where Airservices has not provided or arranged accommodation, an allowance for accommodation will be paid to an employee when absent from an employee's home location on official business overnight at the amount set out in the relevant ATO Taxation determination (TD2023/3) as varied from time to time.

23.6 Overseas travel - short term

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



- (iii) If travelling abroad, locations in Canada or USA east of British Columbia, Washington State, Oregon or California, South America, Mexico, and West Indies;
- (iv) Africa; and
- (v) The Middle East (from Iran westward).

23.7 Overseas travel - long term

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

23.8 Special clothing requirements



If an employee is required temporarily to visit a locality with a greatly different climate from an employee's home location, Airservices will reimburse an employee up to \$192.38 annually for the purchase of suitable clothing on production of receipts.

23.9 Medical

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

24. ALLOWANCES

24.1 Higher duties

- (a) An employee is eligible for the payment of higher duties allowance when an employee temporarily performs duties at a higher classification.
- (b) When performing the duties of a higher position, an employee will be paid at the classification level pertaining to the higher position. The minimum quantum of payment will be one complete shift.
- (c) When an employee temporarily performs the duties of a classification for which the conditions of service differ from the conditions of service of an employee's usual classification, an employee will be subject to the conditions of the higher classification.
- (d) Where an employee is not required to perform the full duties of the higher classification, Airservices may agree to an appropriate part performance allowance.
- (e) An employee exercising the Shift Manager/Sydney Traffic Manager endorsement shall be paid at the salary point of Supervisor at location (UTS/CSS/SS/SY Supervisor) as described in Attachment 1.
- (f) Where an SSO conducts classroom training of subjects required as part of an Initial ATC Training, they will be paid at the salary point of 'SSO Instructor – ASA ATC Instructor (Lower Band) Higher Duties', as described in Attachment 1, for the duration of the period they perform the role.
- (g) ATC Instructors at the Academy will be paid a higher duties allowance of 5%, provided that they maintain and ensure currency of their Class 3 medical and an ATC License. The payment of this higher duties allowance is in recognition that these ATC Instructors can be recalled to operational duty when required by Airservices. This higher duties payment does not apply to ATC Instructors who are currently paid at the CSS/SS Level.



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

24.2 Additional hours meal allowance

- (a) For the purposes of this clause a meal period means:
 - (i) 7.00am to 9.00am;
 - (ii) 12 noon to 2.00pm;
 - (iii) 6.00pm to 7.00pm;
 - (iv) Midnight to 1.00am.
- (b) A meal allowance of \$27.49 is payable if an employee is required:
 - (i) To perform additional hours which extend to the completion of a meal period, and an employee is not entitled to payment for a meal break taken during that period, or an employee is performing additional hours following but not continuous with an employee's hours of work without taking a meal break; or
 - (ii) To attend for emergency duty over a meal period and an employee is unable, because of operational requirements to take a meal break. To be eligible an employee's manager must certify that a break could not be taken. No allowance is payable if an employee chooses not to take a meal break.

24.3 Motor vehicle

- (a) When an employee is authorised to use their own private motor vehicle for a business purpose and an employee is required to pay an additional fee for the registration and/or insurance premium, the excess fee(s) will be reimbursed on production of receipts.
- (b) An employee is entitled to an allowance at the rate set out in the relevant ATO Legislative Instrument (F2020L00676) as varied from time to time when using their vehicle for a business purpose.
- (c) When an employee is required to use their private motor vehicle for a business purpose, and an employee is required to either transport goods or materials of more than 100kg, and/or carry a passenger, an additional allowance of \$1.10 per kilometre is payable.



- (d) Where a motor vehicle allowance is payable, an employee will also be reimbursed for the cost of tolls and reasonable parking costs necessarily incurred on production of receipts.

24.4 Workplace responsibility allowance

- (a) A workplace responsibility allowance will be paid where an employee is appointed by Airservices to one of the following roles:
- (i) First Aid Officer;
 - (ii) Fire Warden (including Chief Fire Warden);
 - (iii) Harassment Contact Officer; and
 - (iv) Mental Health First Aid Officer.
- (b) A workplace responsibility allowance will also be paid to an employee who is elected to the role of Health and Safety Representative by their eligible peers.
- (c) An employee is not to receive more than one workplace responsibility allowance unless approved by Airservices due to operational requirements.
- (d) The minimum rate will be:

Rate from the commencement of the agreement	Rate on and from the first full pay period after 18 November 2024	Rate on and from the first full pay period after 18 November 2025
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

- (e) As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.
- (f) The full allowance is payable regardless of flexible work and part-time arrangements.
- (g) An employee's physical availability to undertake the role will be considered by Airservices when appointing and reappointing employees to these roles. This is noting that all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
- (h) Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount for a pay cycle (noting the minimum rate, as varied from time

to time), provided they engage in work during that pay cycle, irrespective of the frequency and duration of the work undertaken.

24.5 Community language allowance

- (a) A community language allowance will be paid where Airservices determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by Airservices. Further information is included in policy.
- (b) The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from commencement of the Agreement	Rate on and from the first full pay period after 18 November 2024	Rate on and from the first full pay period after 18 November 2025
1	An employee who has adequate language skills, as determined by an individual or body approved by Airservices, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by Airservices.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- (c) The allowance is calculated annually and paid fortnightly.



- (d) The full allowance is payable regardless of flexible work and part-time arrangements.
- (e) The allowance is payable during periods of paid leave.
- (f) The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

24.6 Disturbance

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

- (a) Employee accompanied by Dependants \$1,478.66
- (b) plus for each dependent child who moves with the employee \$305.81
- (c) Employee without Dependants \$706.69

24.7 Water subsidy

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

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

24.8 Air-conditioning subsidy

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

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



- (b) Percentage of total charge reimbursable:
- | | |
|--|-----|
| (i) Separate meter installed | 85% |
| (ii) No separate meter; and | |
| (a) 1 room air-conditioner | 50% |
| (b) 2 room air-conditioners | 65% |
| (c) 3 room air-conditioners (or ducted equivalent) | 70% |
| (iii) fully (non-zoned) air-conditioning system | 90% |
- (c) Pro-rata reimbursement will be paid where electricity account and subsidy period overlap.

24.9 Education reimbursement

- (a) Education reimbursement allowance is payable where an employee is transferred to a location and an employee's dependent child either remains at school at the home location, or commences school at the new location before an employee and an employee's family's arrival (i.e. to commence the school term or year). The child must be completing the final two (2) years of secondary education (i.e. years 11 and/or 12) to be eligible for assistance. Assistance for children in other than years 11 and 12 may also be approved at Airservices' discretion;
- (b) The allowance covers reimbursement of tuition fees, board and lodging costs which are additional to costs that would be incurred if an employee had not transferred. The maximum level of assistance is \$15,196.00 for tuition fees; and
- (c) \$12,669.02 for board and lodging, and all claims for education assistance will be assessed by Airservices and determined on grounds of reasonableness.
- (d) If an employee is on a Term transfer (refer clause 22.6), air fares reimbursement in respect of a dependent child attending school away from the term transfer location is payable in the absence of any State or Territory scheme. The entitlement consists of two (2) return air fares in any one (1) year, in addition to any leave fare entitlement.

24.10 District

- (a) If an employee is required by Airservices to transfer from an employee's home location to live and work at a remote locality, an employee is eligible for payment of the district allowance in accordance with the table below.
- (b) The rate of payment varies, depending upon whether an employee has Dependants. To be eligible for the Column 1 district allowance, an employee's Dependant must not be in receipt of an income of more than \$35,634 per annum.



- (c) Where an employee and an employee's domestic partner are employed full-time by Airservices at a district location, each will receive his/her individual district allowance at the 'without Dependant' rate. Other eligible Dependents will be accounted for only once.
- (d) If an employee is a permanent part-time employee an employee will receive a pro-rata rate.
- (e) If an employee is granted leave with pay while receiving district allowance, the employee will continue to receive the allowance, provided that where the leave is half pay leave, the payment of the allowance will be made on a pro rata basis.

	<i>Column 1</i>	<i>Column 2</i>
Location	District Allowance Rate- Employees with eligible Dependents	District Allowance Rate- Employee without eligible Dependents
	\$	\$
<i>Alice Springs</i>	5,509.18	2,998.55
<i>Broome</i>	7,079.47	5,043.02
<i>Port Hedland</i>	7,079.47	5,043.02
<i>Karratha</i>	7,079.47	5,043.02
<i>Proserpine (Hamilton Island)</i>	2,274.68	1,148.80
<i>Cairns (refer clause 24.14)</i>	2,274.68	1,148.80

24.11 Remote locality leave fares

- (a) An employee and an employee's Dependents, who are transferred permanently or on term transfer, are eligible for reimbursement of annual or biennial leave fares to the nearest capital city in accordance with Column 1 of the table below and the child/student rate will be the amount set by the airline. To be eligible, when on permanent transfer, an employee's Dependents must not receive an income of more than \$35,634 per annum.
- (b) An employee may elect to have an employee's entitlement, including an employee's Dependant's entitlement, commuted to a fortnightly payment in accordance with Column 2 of the table below.

- (c) If an employee elects to have the actual fares reimbursed an employee will receive actual costs up to the standard economy class airfare at the time of travel. When an employee seeks reimbursement of costs associated with another form of transport reimbursement the amount will not exceed the notional airfare set in Column 1 of the table below.
- (d) Leave fares accrue on arrival at the locality and accrue to a maximum of two (2) at any one time and may be taken independently by an employee or an employee's eligible Dependants.
- (e) If an employee is an eligible permanent part-time employee an employee will receive a pro-rata rate.

	Column 1	Column 2
Location	Leave fare (net) applicable for eligible adult \$	Leave fare (cash grossed up to top marginal income tax rate) \$
<i>Alice Springs</i>	1,581.74(a)	3,071.86 (a)
<i>Broome</i>	2,195.66(a)	4,259.59(a)
<i>Port Hedland</i>	1,806.23(a)	3,505.95 (a)
<i>Karratha</i>	1,806.23 (a)	3,505.95(a)
<i>Proserpine (Hamilton Island)</i>	700.96(b)	1,364.12(b)
<i>Cairns (refer clause 23.13)</i>	842.98(b)	1,639.01 (b)

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

24.12 Representative

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

Location	Amount Per Annum \$
<i>Category 1</i>	2,349.13
<i>Category 2</i>	5,653.50

Location	Amount Per Annum \$
Category 3	6,753.04

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

24.13 On-the-job-training Instructor (OJTI)

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



- (d) The allowance percentages paid in addition to an employee's base salary are as follows:
- (i) ATC/FDC 20%
 - (ii) SSO 15%
 - (iii) Supervisor position - SS, UTS, CSS and SM 10%

24.14 Cairns Entitlement – Special provision

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

24.15 Multi-skill Allowance

- (a) Airservices will develop a new procedure within 6 weeks of the Agreement being certified detailing the endorsements/skills required for each tier of this allowance. The new procedure will be consulted on with employees and the Union in accordance with clause 8 of the Agreement.
- (b) The rate of the multi-skill allowance will be as follows:

Tier	Amount
Tier 1	\$100 per fortnight
Tier 2	\$150 per fortnight
Tier 3	\$200 per fortnight

- (c) The allowance is not payable when an employee takes paid leave for a period of sixty (60) days or more.
- (d) The allowance is not payable when an employee takes any period of unpaid leave.
- (e) If an employee qualifies for more than one tier, the employee will only receive one payment at the higher tier.

24.16 Portfolio Allowance



- (a) If an employee is required by Airservices to perform responsibilities additional to those of their ordinary role, the employee will be paid \$60 per fortnight for each the portfolio the employee is responsible for.
- (b) The range of portfolios that attract a portfolio allowance will be determined by Airservices. This will be consulted with employees and the Union in accordance with clause 8 of the Agreement.
- (c) Airservices will select portfolio holders based on merit, business needs and, taking into account any additional training.
- (d) The portfolio allowance is not payable when an employee takes paid leave for a period of sixty (60) days or more.
- (e) The portfolio allowance is not payable when an employee takes any period of unpaid leave.

25. TRAINING BOND AGREEMENT

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

26. STUDY ASSISTANCE

- 26.1 Definitions



In this clause:

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

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

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

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

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

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

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

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

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

- (a) Attendance, travel to and from required residential courses; and



(b) Three (3) hours per week for study, research, exam preparation.

26.5 Subject to Airservices' approval, leave without pay for up to three (3) consecutive years may be available for full time study. Such leave would count as service for personal leave and incremental advancement, subject to resuming duty after leave. Whether or not leave without pay counts for the purposes of long service leave will be determined by Airservices in accordance with the requirements of the *Long Service Leave (Commonwealth Employees) Act 1976*.

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

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

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

27. SALARY AND CLASSIFICATION ARRANGEMENTS

27.1 The classification structures applicable to employees employed as ATC, SSO, ADT, and FDC employees respectively (including those classified at a Supervisor level), are set out in this Agreement, together with the base salary of employees in each of those classifications and the date from which those base salaries are payable by Airservices.

27.2 If there are exceptional circumstances that arise which are beyond the control of, or due to no fault of the employee that prevents them from meeting the requirements in the progression clauses outlined below, this will be reviewed by the manager once removed. If the manager once removed determines that there are exceptional circumstances, the employee will not be disadvantaged.

Progression for ATCs

27.3 Once an ATC employee has reached level 1 in the classification structure, the employee shall progress through to each next higher level in the classification structure on the basis of one classification level per year up to level 10 subject to the employees' performance being assessed as satisfactory and the following requirements being met:

(a) ASIC application completed prior to 42 days from expiry unless on continuous leave; and



- (b) No mandatory training, either enterprise training or operationally specific training assigned by Airservices, more than 7 days overdue within the previous 12 months; and
 - (c) No overdue exam papers; and
 - (d) CASA Class 3 medical examination attended by at least 7 days prior to medical expiry.
- 27.4 If an ATC employee does not meet the requirements set out in clause 27.3 the employee will not progress to the next classification level.
- 27.5 Where an ATC employee has not met the requirements set out in clause 27.3, Airservices will conduct a review over the following 3 months to ascertain if the employee has completed the requirements detailed above during this period (3-month review period).
- 27.6 Once the ATC employee has completed the necessary requirements, they will subsequently proceed to the next classification level at the conclusion of the 3-month review period and not before.
- 27.7 For the purpose of clarity, an ATC employee who has been subject to the 3- month review period is only entitled to the rate of pay at the higher classification at the conclusion of the review period and, no retrospective payments will be made.
- 27.8 If an ATC employee after the initial 3-month review period still has not met the requirements set out in clause 27.3, then a further 3-month review period will occur. Should the ATC employee meet the requirements set out in clause 27.3 during this further 3-month review period, they will subsequently proceed to the next classification level at the conclusion of the further 3-month review period and not before.

Maintaining ATC Level 10 classification

- 27.9 An ATC employee who has progressed to ATC Level 10 must complete and or maintain the requirements at clause 27.3 to maintain the classification. This assessment shall be completed at the end of each financial year.
- 27.10 Where an ATC Level 10 employee has not met or maintained the requirements set out in clause 27.3 Airservices will notify the employee that they will revert to an ATC Level 9 and be subject to a 3-month review period.
- 27.11 Once the ATC employee has completed the necessary requirements, they will subsequently revert back to an ATC Level 10 at the conclusion of the 3-month review period and not before.



- 27.12 For clarity, an ATC Level 10 employee who has reverted to an ATC Level 9 who has been subject to a 3-month review period is only entitled to the ATC Level 10 rate of pay at the conclusion of the 3-month review period and, no retrospective payments will be made.
- 27.13 If an ATC employee after the initial 3-month review period still has not met the requirements set out in clause 27.3, then a further 3-month review period will occur. Should the ATC employee meet the requirements set out in clause 27.3 during this further 3-month review period, they will subsequently proceed to the ATC Level 10 at the conclusion of the further 3-month review period and not before.

Grandfathering Arrangements – SY TTCU and SY CSS/Supervisor

- 27.14 If, immediately prior to the commencement of this Agreement, an employee is employed at SYD TCU or SYD Tower (or in receipt of a letter of offer to SYD TCU or SYD Tower), the employee will progress accordingly up to ATC Level 9 subject to the employees' performance being assessed as satisfactory and the requirements set out in clause 27.3(a) to (d) is met.
- 27.15 Once these employees reach ATC Level 9 in the classification structure, they shall progress to the SY TTCU classification subject to the employees' performance being assessed as satisfactory and the requirements set out in clause 27.3(a) to (d) are met.
- 27.16 Where an employee has not met or maintained the requirements set out in clause 27.3 (a) to (d) Airservices will notify the employee that they will revert to an ATC Level 10 and be subject to a 3-month review period.
- 27.17 Once the employee has completed the necessary requirements, they will subsequently revert back to the SY TTCU classification at the conclusion of the 3-month review period and not before.
- 27.18 For clarity, a SY TTCU employee who has reverted to an ATC Level 10 who has been subject to a 3-month review period is only entitled to the SY TTCU rate of pay at the conclusion of the 3-month review period and, no retrospective payments will be made.
- 27.19 From 1 July 2025, access to the SY TTCU classification will cease to exist for any new employee, unless an employee is already employed at SYD TCU or SYD Tower before 1 July 2025, or they are in receipt of an applicable letter of offer provided prior to 1 July 2025.
- 27.20 Any ATC employee employed from 1 July 2025 at SYD TCU or SYD Tower, will progress up to ATC Level 10 in accordance with clauses 27.3 to 27.8 above.
- 27.21 From 1 July 2025, any ATC employee that performs a CSS or Supervisor function at SYD Tower or SYD TCU will be paid at the CSS/SS classification as set out in Attachment 1. If an employee is already employed at SYD TCU or SYD Tower before 1 July 2025, or they are in



receipt of an applicable letter of offer provided prior to 1 July 2025 and performing a CSS or Supervisor function at SYD Tower or SYD TCU, they will be paid at the SY CSS/SS classification as set out in Attachment 1.

For example: SY TCU controller is employed at SY TCU at ATC Level 4 at the commencement of the Agreement. This controller subsequently is selected for the SY TCU CSS role in 2026. For the duration of the time in the SY TCU CSS role, the controller will be paid at the SY CSS classification.

Progression for ADTs and FDCs

- 27.22 Once an ADT or FDC employee has reached level 1 in the classification structure, they shall progress through to each next higher level in the classification structure up to ADT 3 or FDC Level 7 subject to the employees' performance being assessed as satisfactory and the following requirements being met:
- (a) ASIC application completed prior to 42 days from expiry unless on continuous leave; and
 - (b) No mandatory training, either enterprise training or operationally specific training assigned by Airservices, more than 7 days overdue within the previous 12 months; and
 - (c) No overdue examinations or documentation relating to any essential qualifications.
- 27.23 If an ADT or FDC employee does not meet the requirements set out in clause 27.22 the employee will not progress to the next classification level.
- 27.24 Where an ADT or FDC employee has not met the requirements set out in clause 27.22, Airservices will conduct a review over the following 3 months to ascertain if the employee has completed the requirements detailed above during this period (3-month review period).
- 27.25 Once the ADT or FDC employee has completed the necessary requirements, they will subsequently proceed to the next classification level at the conclusion of the 3-month review period and not before.
- 27.26 For clarity, an ADT or FDC employee who has been subject to the 3- month review period is only entitled to the rate of pay at the higher classification at the conclusion of the review period and, no retrospective payments will be made.
- 27.27 If an ADT or FDC employee after the initial 3-month review period still has not met the requirements set out in clause 27.22, then a further 3-month review period will occur. Should the ADT or FDC employee meet the requirements set out in clause 27.22 during this further



3-month review period, they will subsequently proceed to the next classification level at the conclusion of the further 3-month review period and not before.

Maintaining the ADT 3 or FDC 7 classification

- 27.28 An ADT 2 or FDC Level 6 employee who has progressed to ADT 3 or FDC Level 7 respectively must complete and or maintain the requirements at clause 27.22 to maintain the classification.
- 27.29 Where an ADT 3 or FDC Level 7 employee has not met or maintained the requirements set out in clause 27.22, Airservices will notify the employee that they will revert to an ADT 2 or FDC Level 6 respectively and be subject to a 3-month review period.
- 27.30 Once the ADT or FDC employee has completed the necessary requirements, they will subsequently revert back to an ADT 3 or FDC Level 7 respectively at the conclusion of the 3-month review period and not before.
- 27.31 For clarity, an ADT 3 or FDC Level 7 employee who has reverted to an ADT 2 or FDC Level 6 who has been subject to a 3-month review period is only entitled to the ADT 3 or FDC Level 7 rate of pay at the conclusion of the 3-month review period and, no retrospective payments will be made.
- 27.32 If an ADT or FDC employee after the initial 3-month review period still has not met the requirements set out in clause 27.22, then a further 3-month review period will occur. Should the ADT or FDC employee meet the requirements set out in clause 27.22 during this further 3-month review period, they will subsequently proceed to the ADT 3 or FDC Level 7 at the conclusion of the further 3-month review period and not before.

Progression for SSOs

- 27.33 Once an SSO employee has reached level 1 in the classification structure, they shall progress through to each next higher level in the classification structure up to SSO – Level 5 subject to the following requirements being met:
- (a) ASIC application completed prior to 42 days from expiry unless on continuous leave; and
 - (b) No mandatory training, either enterprise training or operationally specific training assigned by Airservices, more than 7 days overdue within the previous 12 months; and
 - (c) No overdue examinations or documentation relating to any essential qualifications; and
 - (d) Meeting and performing the role at the relevant classification when required.



- 27.34 If an SSO employee does not meet the requirements set out in clause 27.33 the employee will not progress to the next classification level.
- 27.35 Where an SSO employee has not met the requirements set out in clause 27.33, Airservices will conduct a review over the following 3 months to ascertain if the employee has completed the requirements detailed above during this period (3-month review period).
- 27.36 Once the SSO employee has completed the necessary requirements, they will subsequently proceed to the next classification level at the conclusion of the 3-month review period and not before.
- 27.37 For clarity, an SSO employee who has been subject to the 3- month review period is only entitled to the rate of pay at the higher classification at the conclusion of the review period and, no retrospective payments will be made.
- 27.38 If an SSO employee after the initial 3-month review period still has not met the requirements set out in clause 27.33, then a further 3-month review period will occur. Should the SSO employee meet the requirements set out in clause 27.33 during this further 3-month review period, they will subsequently proceed to the next classification level at the conclusion of the further 3-month review period and not before.
- 27.39 An SSO employee of at least SSO Level 5 shall move to SSO Multi Skilled (SSO Level 6) on achievement of 2 or more multi-platform endorsements.
- 27.40 Band movement from a minimum of SSO Level 5 to either Exercise Design and Development (SSO Level 7) or Competency, Training and Standards (SSO Level 8) requires merit based selection. Movement to Simulator Data and Design (SSO Level 9) and Simulator Team Leader (SSO SPVR) requires merit based selection.

Transitional arrangements - SSOs

- 27.41 On commencement of the Agreement, SSO employees currently classified as SSO4 and above, and have been at that classification for a minimum of 12 months or more, will transition across to the equivalent new SSO classification.

Old Level	New Level
SSO4 – Fully Endorsed SSO	SSO5 – Fully Endorsed SSO
SSO5 – Multi Skilled SSO	SSO6 – Multi Skilled SSO



Old Level	New Level
SSO6 – Exercise Design and Development	SSO7 – Exercise Design and Development
SSO7 – Competency, Training and Standards	SSO8 – Competency, Training and Standards
SSO8 – Simulator Data and Design	SSO9 – Simulator Data and Design
SPVR – Simulator Team Leader	SPVR – Simulator Team Leader

- 27.42 In order for these SSO employees to maintain the new SSO classification, they must complete or maintain the requirements set out at clause 27.33 above.
- 27.43 Where an SSO employee has not met or maintained the requirements set out in clause 27.33, Airservices will notify the employee that they will revert back down one SSO Level and be subject to a 3-month review period.
- 27.44 Once the SSO employee has completed the necessary requirements, they will subsequently proceed to the next classification level at the conclusion of the 3-month review period and not before.
- 27.45 If an SSO employee after the initial 3-month review period still has not met the requirements set out in clause 27.33, they will remain at the lower SSO classification.
- 27.46 If an SSO employee after the initial 3-month review period still has not met the requirements set out in clause 27.33, then a further 3-month review period will occur. Should the SSO employee meet the requirements set out in clause 27.33 during this further 3-month review period, they will subsequently proceed to the next classification level at the conclusion of the further 3-month review period and not before.

Annual assessment of employee's performance

- 27.47 Airservices will make an annual assessment of each employee's performance. This shall occur 12 months from:
- (a) initial rating or achievement of qualification (as applicable); or
 - (b) last annual review; or
 - (c) the date of accelerated progression.



- 27.48 If no such assessment has been made by 1 month past the applicable date, the employee's performance will be deemed to be satisfactory and they will progress to the next classification level. This progression will be based on the date defined in clause 27.47 (a) to (c).
- 27.49 Any dispute as to an assessment of the employee's performance for the purposes of this clause can be dealt with in accordance with clause 10 (Dispute Resolution) provisions of this Agreement.
- 27.50 Apart from progression of an employee to a higher classification level under the previous sub-clauses, Airservices at any time may determine in its absolute discretion to advance an employee to any higher classification level effective from a date it determines. Under these circumstances, the date of effect of the (accelerated) advancement becomes the new increment date.

28. WORK PERFORMANCE

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

29. OPERATIONAL AND DEVELOPMENT TRAINING

- 29.1 If an employee is engaged in an operational capacity, the maintenance of skills and competency is a specified requirement for retaining currency and licensing standards as appropriate. To meet an employee's requirements in this regard, an employee will be notified of and provided with programmed training each year.
- 29.2 The training will be made available in accordance with a program specified for each group/location.
- 29.3 The training will take account of approved leave programs published on a 14 month rolling cycle. The maintenance of training programs at the Business Group level will be a standing item for consultation at LCC meetings.



29.4 Management will develop and implement training programs. This will be managed consistent with an overall employee resource plan including leave, fatigue management, and rostering arrangements.

30. RECRUITMENT

30.1 Airservices will determine that a position is vacant where there is a requirement for additional staff at a location and the position is of at least six (6) months' duration. Where the position is required to be filled at short notice to cover an unexpected absence, Airservices may transfer an employee on an interim basis at the same time as advertising a position.

30.2 Where Airservices determines that a position covered by this Agreement is vacant, Airservices must advertise that position for a minimum of two (2) weeks so that all employees covered by this Agreement have an equal chance to apply.

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

- (a) The candidate's abilities, qualifications, experience, standard of work performance and personal qualities to the extent that those matters are relevant to the efficient performance or potential to efficiently perform the duties; and
- (b) A candidate's career development can be a further consideration when assessing a candidate's merit and relative efficiency.

30.4 Notwithstanding clauses 30.1 to 30.3, for employees operating in Brisbane and Melbourne who hold an Area rating, a centralised EOI process will remain open for employees to request reassignment between groups that require them to exercise an Area rating.

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

30.6 The EOI list will be updated at least once per annum. Employees on the EOI list will be provided with feedback on their status.

30.7 Clause 22 (transfer entitlements) applies to every transfer between geographic locations to a vacant position advertised in accordance with this clause 30. For the avoidance of doubt, where an employee is selected for a transfer from a merit pool the transfer will not be treated as being for compassionate reasons or on an own time own expense basis under clause 22.4(c) or 22.4(d) and transfer entitlements will apply.



- 30.8 Clause 30 does not apply in the following circumstances:
- (a) Where Airservices transfers an ab initio employee into a new location;
 - (b) Redeployment following a formal performance process in accordance with clause 58.3 of this Agreement;
 - (c) Redeployment where an employees' position is subject to a bona fide redundancy;
 - (d) The return to work of an employee who is returning from a long-term absence;
 - (e) Redeployment in accordance with clause 64, loss of essential qualification;
 - (f) A compulsory transfer as defined in clause 22.2;
 - (g) Recruitment of external, experienced recruits;
 - (h) Where on completion of a secondment or term transfer an employee returns to their home location; or
 - (i) Where an employee requests and Airservices facilitates a transfer to a particular geographic location for compassionate reasons under clause 22.4(c).

31. PAYMENT ARRANGEMENTS

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

32. OVERPAYMENTS

- 32.1 An overpayment occurs if Airservices provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
- 32.2 Where Airservices considers that an overpayment has occurred, Airservices will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 32.3 If an employee disagrees that there has been an overpayment, including the amount of overpayment, they will advise Airservices in writing within 28 calendar days of receiving notice of the overpayment. In this event, no further action will be taken until the employee's response has been reviewed.
- 32.4 Any overpayment of an entitlement to an employee under this Agreement is repayable provided it is reasonable to do so, as soon as practicable, subject to reasonable arrangements being agreed in writing between the employee and Airservices. A repayment arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee.



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

33. SALARY SACRIFICE

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

34. SUPERANNUATION

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

34.2 Employer contributions will be paid on periods of unpaid parental leave at the employee's nominal base salary for periods of leave up to a maximum of 52 weeks.

Members of Accumulation Schemes

34.3 Unless the employee has selected another eligible choice fund, and that fund becomes their chosen fund in accordance with clause 34.7 or has a stapled fund, the fund into which Airservices will make employer contributions at the level prescribed in clause 34.4 will be:

- (a) The Accumulation Division of Australian Retirement Trust (or any successor fund) if the employee was already an employee who is a member of that fund at the time this Agreement began to operate.
- (b) The Accumulation Division of Australian Retirement Trust (or any successor fund) if an employee becomes an employee after this Agreement begins to operate.

34.4 The level of employer contributions that Airservices will make to the Accumulation Division of Australian Retirement Trust (or any successor fund), or the eligible choice fund the employee has chosen in accordance with clause 34.7, will be the higher of:

- (a) 14% of the employee's base salary at commencement of this Agreement, plus the following allowances (as appropriate):



- (i) Shift allowance;
 - (ii) Representative allowance;
 - (iii) Public holiday penalties;
 - (iv) Workplace responsibility allowance;
 - (v) Higher duties allowance; and
 - (vi) OJTI allowance and payments, or
- (b) the applicable minimum superannuation contribution under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Members of Defined Benefit Schemes

34.5 In addition to the benefits received under the relevant trust deed or legislation, Airservices will make an additional superannuation contribution in accordance with clause 34.6 in respect of a member of the Australian Retirement Trust's Defined Benefit Division (or any successor fund), the CSS or the PSS subject to the member providing Airservices with a written nomination for the additional superannuation contribution to be made to:

- (a) the Accumulation Division of Australian Retirement Trust (or any successor fund); or
- (b) an eligible choice fund that:
 - (i) is a fund that Airservices can make contributions to at the time the employee nominates the fund without the need for Airservices to do anything more (for example, without having to apply to participate in the fund); and
 - (ii) will accept the additional superannuation contribution.

34.6 Airservices will make an additional lump sum superannuation contribution of 0.50% of the employee's superannuation salary per 6 (six) months payable from 1 June each year and each 6 (six) months thereafter.

For the purposes of this clause 34.6, an employee's "superannuation salary" is the employee's superannuation salary as determined in accordance with the rules of the Australian Retirement Trust's Defined Benefit Division (or any successor fund), the CSS or PSS (as applicable).

34.7 Unless the employee is a member of the CSS or PSS, the employee may select another eligible choice fund to be their chosen fund in accordance with the Choice of Fund Rules. However, an eligible choice fund selected by an employee will only become their chosen fund (and, as a result, Airservices will only be required to contribute to it for the employee) if:



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

34.8 In this clause:

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

35. LEAVE ENTITLEMENTS

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

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

36. CONTINUOUS SERVICE

36.1 Subject to clause 36.2, the following leave counts as service for all purposes under this Agreement:

- (a) Recreation leave;
- (b) Personal leave;
- (c) Jury service leave;
- (d) Emergency response leave;
- (e) Defence reservist and defence sick leave;
- (f) Bereavement leave;
- (g) Purchased additional leave;
- (h) Parental leave (paid);
- (i) Long service leave;



(j) Special circumstances leave; and

(k) Study leave (paid and unpaid).

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

37. RECREATION LEAVE

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

(a) 288 hours ("*Monday to Friday*" day worker); or

(b) 360 hours ("*Seven day*" shift worker).

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

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

37.4 "Monday to Friday" day worker

(a) As a "Monday to Friday" day worker (36 hour week), an employee is entitled to (4) four weeks (144 hours) paid recreation leave for each year of service.

(b) The rate at which leave accrues is 12 hours per month.

37.5 "Seven day" shift worker

(a) As a "Seven day" shift worker, an employee is entitled to five (5) weeks (180 hours) paid recreation leave for each year of service.

(b) The rate at which leave accrues is 15 hours per month.

37.6 Airservices will not reduce an employee's rate of recreation leave accrual without first notifying that employee in writing.

37.7 Temporary absence from operational roster

Where an employee that usually satisfies the requirements of clause 37.5 ceases to satisfy those requirements because that employee has been assigned to work that requires removal from the operational roster, that employee will continue to accrue recreation leave



at their usual rate unless that employee will not satisfy clause 37.5 for more than six (6) months.

37.8 Leave utilisation

- (a) Consistent with Work Health and Safety principles and fatigue management initiatives, recreation leave is to be acquitted in the year in which it accrues.
- (b) A recreation leave program will be developed and implemented in consultation with an employee. Development and implementation of the leave program (including long service leave refer clause 51) will be published on a fourteen (14) month rolling cycle.
- (c) Employees shall request recreation leave allocations to acquit recreation leave accrual. Allocation of such leave will be in consultation with staff affected, in accordance with locally documented procedures.
- (d) An employee's leave will be allocated in defined blocks with one (1) minimum block of two (2) weeks leave to be allocated and taken annually.
- (e) Where an employee's requested leave is unable to be allocated within the leave plan, further consultation with the affected employee will occur to seek an acceptable alternative arrangement. If following this process an agreed arrangement for leave remains unresolved Airservices may allocate recreation leave to acquit the annual entitlement.
- (f) To ensure such allocations are meaningful in terms of rest and recuperation, Airservices' allocations will be made in minimum blocks of one (1) weeks leave.
- (g) At any time after the 14 month leave plan is published, employees may request and Airservices may approve ad-hoc leave, including leave allocation, which would not be subject to clause 37.8(f).
- (h) On employee application, Airservices may allow recreation leave to be accrued over a two (2) year period, for specific purposes.
- (i) Changes to leave allocations, once published, may only be made with consultation.
- (j) The development and maintenance of the leave program shall be a standing item for consultation at the LCC meetings provided for in this Agreement.

37.9 Cashing out recreation leave



An employee may cash out recreation leave only:

- (a) where the cash out will result in employee retaining at least four (4) weeks worth of recreation leave entitlement based on that employee's rate of accrual at the time of cashing out; and
- (b) if the employee has acquitted four (4) weeks worth of recreation leave entitlement in the twelve months preceding the time of cashing out; and
- (c) where Airservices has a plan for the employee to acquit leave in accordance with clause 37.8(b); and
- (d) each cashing out will require a separate written agreement between Airservices and the employee; and
- (e) the employee will be paid at least the amount they would have been had they taken the leave.

37.10 Remote locality additional leave

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

Location	No. of Extra Hours Recreation Leave
<i>Proserpine (Hamilton Island)</i>	14.4
<i>Alice Springs</i>	36
<i>Broome</i>	36
<i>Karratha</i>	36
<i>Port Hedland</i>	36
<i>Cairns (refer clause 24.14)</i>	14.4

37.11 Reimbursement of Costs on Recall to Duty from Leave or Cancellation of Leave

- (a) Where Airservices decides that it is essential to cancel leave or to recall employees from leave, Airservices shall reimburse employees reasonable non-refundable costs.
- (b) Airservices will make travel arrangements, unless otherwise agreed, for employees to return to duty and (if applicable) to return to the leave locality.



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

37.12 Recreation leave may be taken at half pay, where approved by Airservices and subject to operational requirements. However, unless approved by Airservices, it may not be taken at half pay where the employee has an excess leave balance.

38. PERSONAL LEAVE AND SPECIAL LEAVE – ATC

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

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

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

38.4 Sick Leave

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



- 38.5 The scheme includes the process for a systemic review of sick leave usage and may result in a specific review of sick leave for an individual. Such a review will involve both management and an ATC Peer. For this purpose, ATC Peers will be identified by Airservices and other parties to this Agreement to assist in reviews. In conjunction with the other parties to this Agreement, Airservices will develop a training program for both the ATC Peers and Line Leaders who will conduct the reviews. The purpose of the review process is to:
- (a) identify reasons for extended or continuing absences on sick leave; and
 - (b) propose options and/or solutions for remedying this.
- 38.6 The parties to this Agreement acknowledge that non-operational duties will be available if an employee is unable to exercise the privileges of their Class 3 medical and is suitably fit to perform non-operational duties.
- 38.7 An ATC shall provide a medical certificate from a registered health practitioner or if it is not reasonably practicable to obtain a medical certificate, other evidence in accordance with the Act for absences that are longer than a single day. Absence for a rostered shift, irrespective of the length of the shift, shall be defined as a single day absence for the purposes of these provisions.
- 38.8 A medical certificate shall not be required for up to eight (8) single day absences due to personal illness or incapacity in any year commencing from the date this Agreement begins to operate. An ATC shall provide a medical certificate for single day absences due to personal illness or incapacity in excess of eight single day absences in any 12 month period. For the purposes of these provisions a single day absence shall include an absence for more than half the nominal shift.
- 38.9 If an ATC takes 10 days sick leave in a year, with or without certificate, Airservices will notify them of this fact by letter. The letter will invite the individual to contact their manager if there is anything that the employee wishes to discuss regarding their circumstances and/or to seek assistance from Airservices. This does not preclude the employee seeking early assistance from the Line Leader.
- 38.10 If an ATC is absent from work due to illness for 15 days or more in any 12 month period, Airservices shall be entitled to conduct a management review of that circumstance and any relevant matters connected with it. Such a review shall involve both management and an ATC Peer who have received appropriate training for the purpose.
- 38.11 If, following review, Airservices determines that the usage of sick leave is reasonable there will be no further action taken. At this time options for assistance identified as appropriate during the peer review will be offered.



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- 38.12 If Airservices determines that the reasons for sick leave are uncertain Airservices may elect to refer the employee to a DAME for external review of validity of sick leave usage. The DAME review will be limited to ascertaining if absence is justified relating to illness or incapacity to work.
- 38.13 If as a consequence of receiving a report from the DAME relating to the review, Airservices concludes that sick leave usage is justified there will be no further action taken. At this time options for assistance identified during the peer review will be offered.
- 38.14 If Airservices considers the sick leave to be unreasonable as a result of wilful misconduct, the employee will be placed on limited sick leave as described in clause 38.16.
- 38.15 If sick leave usage is determined as unreasonable following either the management/peer review or as a result of DAME review, having regard to all relevant circumstances, the employee will be placed on 'sick leave review'. Sick leave review is a process whereby the ATC's usage of sick leave will be monitored for a three (3) month period. During this time, Airservices will assist in any recuperation deemed necessary, but may also take action to reduce the employee's usage of sick leave including but not limited to, requiring medical certificates for all absences and the option of non-operational duty. If, at completion of this period, sick leave has fallen within reasonable usage no further action will be taken.
- 38.16 If, following the sick leave review period, the level of absenteeism has not reduced, a further interview will occur and additional measures may be considered. If, after this period, the level of ongoing usage of sick leave is unreasonable, an employee may be placed on limited sick leave accrual of 15 days paid sick leave per annum for a 12 month period. An employee in this circumstance may be required to produce a certificate for all sick leave absences.
- 38.17 During the period of limited sick leave, sick leave beyond 15 days may be approved at management discretion. Where there is a genuine long term illness or incapacity, management approval will not be unreasonably withheld.
- 38.18 If, after six (6) months from the commencement of the 'sick leave review period', sick leave usage is still unreasonable, disciplinary or fitness for duty processes may be taken.
- 38.19 An employee can contest the reasonableness of their placement on sick leave review and/or the measures put in place as part of the review, through the Employee Grievance Board.
- 38.20 This sick leave scheme does not replace Airservices existing attendance and behaviour management systems.
- 38.21 Special Leave



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

38.22 Carer's leave

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

38.23 Unpaid Carers leave

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

39. PERSONAL LEAVE - EMPLOYEES OTHER THAN ATCs

- 39.1 Consistent with the provision at clause 4.2 of this Agreement, the clauses of this Agreement will be applied so that they do not reduce the benefits to an employee of the provisions of the NES.
- 39.2 Employees other than ATCs are entitled to eighteen (18) paid working days (129.6 hours) per year for personal leave. Leave credits and debits will be maintained in hours and minutes.
- 39.3 Leave will be credited progressively at 10.8 hours per month.
- 39.4 Leave not taken will accumulate from year to year, but will not be paid out upon termination of an employee's employment.



- 39.5 An Employee is entitled to take paid personal leave under this clause 39 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;
 - (ii) absent from work to attend appointments with a registered health practitioner;
 - (iii) absent from work to manage a chronic condition; and/or
 - (iv) caring for a member of the employee's family or a person they have caring responsibilities for, who requires care or support because of an injury, illness, or unexpected emergency.
- 39.6 An employee may also access an employee's paid personal leave entitlement under this clause 39 if the employee notifies Airservices as soon as reasonably practicable after the employee becomes aware of the reason for taking the leave, and the leave is being taken for the purpose of:
- (a) moving house;
 - (b) sudden unavailability of a care provider;
 - (c) emergency domestic situations;
 - (d) Natural disasters; or
 - (e) special family event.
- This clause 39.6 will be applied so that its effect is not detrimental to an employee in any respect, when compared to the NES.
- 39.7 Evidence of the reason for taking personal 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) statutory declaration declaring the reason for taking the leave and why obtaining a medical certificate was not reasonably practicable.
- 39.8 A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for personal/carers' leave.



- 39.9 An employee will be paid personal leave due to illness for up to eight (8) days (57.6 hours) per year without a medical certificate, with no longer than three (3) days continuous absence without a medical certificate from a registered health practitioner.
- 39.10 Airservices may require an employee seeking to take leave, for purposes other than their own personal illness, to provide documentation that substantiates the reason for taking the leave such as medical certificate or statutory declaration.
- 39.11 In circumstances where an employee is unfit for an employee's regular duties an employee's manager may explore possible alternative duties with an employee for that period, where it is safe and appropriate to do so.
- 39.12 Unpaid Carer's leave
- An employee (including a casual employee) may take up to two (2) days unpaid carer's leave for each occasion a member of an employee's immediate family or household requires care or support because of a personal illness or injury, or an unexpected emergency affecting the member if an employee has exhausted an employee's paid personal leave entitlement.

40. JURY SERVICE LEAVE

- 40.1 Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 40.2 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 40.3 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 40.4 The employee is required to:
- (a) inform their manager as soon as reasonably practicable after becoming aware of the requirement to attend, and before they are released from duty; and
 - (b) provide evidence of the requirement to attend.
- 40.5 If an employee receives any payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to Airservices for the period of absence. This will be administered in accordance with the overpayments clause.



41. EMERGENCY RESPONSE LEAVE

- 41.1 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- (a) the time engaged in the activity;
 - (b) reasonable travelling time; and
 - (c) reasonable recovery time.
- 41.2 Full-time and part-time employees will be able to access paid emergency response leave if required. Airservices may provide additional emergency response leave with pay.
- 41.3 Paid leave may be refused where the employee's role is essential to Airservices' response to the emergency.
- 41.4 An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 41.5 Airservices may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 41.6 Emergency response leave, with or without pay, will count as service.
- 41.7 Emergency response leave will be paid to employees at their full rate as if they were at work.
- 41.8 An employee must advise Airservices as soon as possible of an employee's need to take emergency service leave.

42. CULTURAL, CEREMONIAL AND NAIDOC LEAVE

NAIDOC leave

- 42.1 First Nations employees may access up to one day per annum, of paid leave, to participate in NAIDOC week activities.
- 42.2 NAIDOC leave can be taken in part days, subject to operational requirements.

First Nations ceremonial leave

- 42.3 First Nations employees may access up to six (6) days of paid leave over two (2) years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.



- 42.4 Airservices may approve additional leave for cultural or ceremonial purposes as special leave, with or without pay.
- 42.5 First Nations ceremonial leave can be taken as part days, subject to operational requirements.
- 42.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 42.7 Airservices may grant up to three (3) days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 42.8 Airservices may approve additional cultural, ceremonial and NAIDOC week leave as special leave, with or without pay.
- 42.9 Cultural leave can be taken as part days, subject to operational requirements.
- 42.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 42.3 to 42.6.

43. DEFENCE RESERVIST LEAVE

- 43.1 Airservices will give an employee leave with or without pay to undertake:
- (a) Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - (b) Australian Defence Force Cadet obligations.
- 43.2 An employee who is a Defence Reservist can take leave with pay for:
- (a) up to four (4) weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - (b) an extra two (2) weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 43.3 Leave can be built up and taken over two (2) consecutive years. This includes the extra two (2) weeks in the first year of service.
- 43.4 An employee who is an officer or instructor in a Cadet Force can get paid leave up to three (3) weeks in each financial year to perform their duties. Cadet Force means:
- (a) the Australian Navy Cadets;



(b) Australian Army Cadets; and

(c) Australian Air Force Cadets.

43.5 In addition to the entitlement at clause 43.2, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.

43.6 Paid defence reservist leave counts for service.

43.7 Unpaid defence reservist leave for six (6) months or less counts as service for all purposes. This includes periods of CFTS.

43.8 Unpaid leave taken over six (6) months counts as service, except for recreation leave.

43.9 An employee will not need to pay their tax free ADF Reserve salary to Airservices for any reason.

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

44. DEFENCE SERVICE SICK LEAVE

44.1 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is a result of either:

(a) war like service; or

(b) non-war like service.

44.2 An eligible employee can get two (2) types of credits:

(a) an initial credit of nine (9) weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later;

(i) they start employment with Airservices; or

(ii) DVA certifies the condition; and

(b) an annual credit of three (3) weeks (15 days) defence service sick leave (pro-rata for part-time employees).



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- 44.3 An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 44.4 Unused annual credits can be built up to nine (9) weeks.
- 44.5 An employee cannot use annual credits until the initial credit is exhausted.
- 44.6 Defence service sick leave is paid and counts as service for all purposes.
- 44.7 Defence service sick leave does not count towards the provisions at clauses 38.9 through to 38.20.

45. LEAVE TO ATTEND PROCEEDINGS (WITNESS LEAVE)

- 45.1 An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth, or a Commonwealth party in the course of their duties, will be considered on duty.
- 45.2 An employee who is not covered under clause 45.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and Airservices.
- 45.3 An employee may otherwise be granted paid or unpaid leave by Airservices if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given the employee may elect to use accrued recreational leave.
- 45.4 Airservices may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

46. BEREAVEMENT AND COMPASSIONATE LEAVE

Compassionate leave

- 46.1 An employee (other than a casual employee) is entitled to up to three (3) days of paid compassionate leave on each occasion when:
- (a) a member of their family or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - (b) the employee or their partner has a miscarriage.



- 46.2 An employee who wishes to take compassionate leave must advise Airservices as soon as possible of the employee's need to take compassionate leave. An employee may be asked to provide evidence to support their absences on compassionate leave.
- 46.3 Compassionate leave for an occasion may be taken as three (3) consecutive days or in separate periods totalling three (3) days. This can include part days.
- 46.4 For casual employees, compassionate leave is unpaid.

Bereavement leave

- 46.5 An employee (other than a casual employee) is entitled to up to three (3) days of paid bereavement leave on each occasion when:
- (a) a member of their family or someone they had a close personal relationship with dies; or
 - (b) a child is stillborn, where the child was a member of their family.
- 46.6 An employee who wishes to take bereavement leave must advise Airservices as soon as possible of the employee's need to take bereavement leave. An employee may be asked to provide evidence to support their absences on bereavement leave.
- 46.7 Bereavement leave for an occasion may be taken as three (3) consecutive days or in separate periods totalling three (3) days. This can include part days.
- 46.8 For casual employees, bereavement leave is unpaid.
- 46.9 Additional days with Airservices approval may be taken from an employee's other leave entitlements.

47. LEAVE WITHOUT PAY AND PURCHASED ADDITIONAL LEAVE

- 47.1 Leave Without Pay
- (a) Leave without pay will be available to an employee where, at Airservices discretion, circumstances exist which justify the granting of leave.
 - (b) An employee is entitled to have an employee's application for leave considered subject to operational requirements, taking into account the purpose and period of the proposed leave and an employee's length of service with Airservices.
 - (c) If an employee is on approved leave without pay, either immediately before, or after a public holiday, payment will be made for the holiday.

- (d) Unless otherwise provided for in this Agreement, the period during which an employee is absent on unpaid leave will, generally, not be included for any purpose as part of an employee's period of service with Airservices. Exceptions are where such absence is in conjunction with a business shutdown, where otherwise specified in this Agreement or legislation or where Airservices specifically determines that it does. Whether, or not, leave without pay counts for the purposes of long service leave, will be determined by Airservices in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.

47.2 Purchased Additional Leave

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

48. RE-CREDITING OF LEAVE

48.1 Where an employee is on:

- (a) recreation leave;
- (b) purchased leave;
- (c) defence reservist leave;
- (d) First Nations Ceremonial leave;
- (e) NAIDOC leave;
- (f) culture leave; or
- (g) long service leave; and



becomes eligible for, under legislation or this Agreement:

- (h) personal / carer's leave;
- (i) compassionate or bereavement leave;
- (j) jury duty;
- (k) emergency services leave;
- (l) leave to attend to family and domestic violence circumstances; or
- (m) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

48.2 When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

48.3 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

49. CAREER-BREAK LEAVE

49.1 An ATC with three (3) years of continuous service from initial rating date, or employees other than ATC's with 12 months continuous service, may apply to enter into a career break agreement with Airservices.

49.2 Airservices' agreement will not be unreasonably withheld. Airservices' agreement will be subject to:

- (a) operational and business requirements;
- (b) the employee having acquitted all their accrued recreation leave; and
- (c) the arrangement not imposing any unreasonable cost on Airservices.

49.3 A career break agreement entered under this clause will comprise three (3) years of work, followed by twelve months of leave for the purposes of allowing the employee a career break. During the three (3) year working period, Airservices will pay the employee 75% of the salary the employee would otherwise be entitled to receive in accordance with this Agreement. On completion of the third year, the employee will be entitled to a twelve month period of leave and will continue to receive 75% of the salary the employee was entitled to immediately prior to the period of leave in fortnightly payments.



- 49.4 On return from a career break, an employee will return to the same location at same level, however Airservices does not guarantee the returning employee can return to the operational group that the employee worked in prior to commencing the career break.
- 49.5 Leave entitlements will accrue for the first three (3) years upon entering the career break scheme at 100%. These entitlements will not accrue whilst on the 12 month period of leave. The period of leave will not break your continuity of service.
- 49.6 A career break agreement may be terminated by mutual agreement between Airservices and the employee, in writing, up to six (6) months prior to completing the three (3) year working period. Airservices will not unreasonably refuse an application to withdraw. In the event of withdrawing from a career break agreement, the employee will receive a lump sum payment of salary foregone up to the time of the employee's withdrawal.
- 49.7 Before entering a career break agreement, employees should seek independent financial advice, including with respect to tax and superannuation consequences.

50. PARENTAL LEAVE

- 50.1 A primary caregiver and secondary caregiver are defined in the definitions section.
- 50.2 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend fixed-term employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 50.3 Except in the circumstances described in clauses 50.20 to 50.24, employees are required to provide Airservices with:
- (a) for the pregnant employee, a minimum of 10 weeks' notice (or notice as required under the *Civil Aviation Safety Regulations (1998)*) prior to the expected date of birth and a doctor's certificate confirming the expected date of birth; or
 - (b) for the secondary carer or primary carer who is not the birth mother of the child, a minimum of 18 weeks' notice prior to the expected date of birth or requested parental leave start date. A medical certificate or other suitable evidence will be required. A shorter notice period may be requested by the secondary caregiver, and subject to operational requirements, approval of a shorter notice period will not be unreasonably withheld.



50.4 Pregnant employees are required to absent themselves from work for a period commencing six (6) weeks before the expected date of birth of the child and six (6) weeks after the actual date of the birth, unless a shorter period is agreed based on advice from a medical practitioner.

Payment during parental leave

50.5 An employee is entitled to parental leave with pay as per clauses 50.7 and 50.8 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the parental leave period that would otherwise be without pay.

50.6 Employees newly engaged or who have moved to Airservices from an Australian Public Service agency or Commonwealth employer are eligible for the paid parental leave in clauses 50.7 and 50.8 where such paid leave had not already been provided by an Australian Public Service or Commonwealth employer in the last 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or Australian Public Service employer is less than the limits specified in clauses 50.7 and 50.8, the balance is available to the employee.

50.7 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks.

50.8 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 1 below.

Table 1: Secondary caregivers – circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this Agreement
Date of commencement of this Agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this Agreement
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

- 50.9 **Flexibility:** Parental leave with pay can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
- 50.10 **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
- 50.11 **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary.
- 50.12 Casual employees may be entitled to unpaid parental leave in accordance with the FW Act.
- 50.13 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).
- 50.14 Employees are entitled to end a period of parental leave and resume duty at the same classification level at any time after giving Airservices at least 4 weeks' notice.
- 50.15 The period during which an employee is absent on unpaid parental leave does not count as service for any purpose. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

- 50.16 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:
- (a) is under 16 as at the day (or expected day) of placement;



- (b) has not lived continuously with the employee for a period of (6) six months or more as at the day (or expected day) of placement; and
- (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

50.17 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

50.18 The entitlement to paid leave for adoption or long-term foster care can be taken either as a single period of leave or as two (2) or more periods of leave during the maximum 24 month period commencing on the day of the child's placement.

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

Stillbirth

50.20 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two (2) weeks.

50.21 A stillborn child is a child:

- (a) who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;
- (b) who has not breathed since delivery; and
- (c) whose heart has not beaten since delivery.

Pregnancy loss leave

50.22 A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one (1) week paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

50.23 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.



Premature birth leave

50.24 In circumstances of a live birth before 37 weeks' gestation, a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this Agreement, noting the parental leave period commences on the child's date of birth.

Airservices employee couples

50.25 Where:

- (a) an employee is entitled to paid parental leave under this clause; and
- (b) the employee's domestic/de facto partner is also employed by Airservices and intends to take parental leave during the 104 weeks following the birth or placement of the child,

the employee may elect for the employee's domestic/ de facto partner to receive all or part of the period of paid parental leave to which the employee would otherwise be entitled. If such an election is made, the employee's period of paid parental leave will be reduced, and the employee's domestic/ de facto partner will receive the corresponding amount of paid leave at the time of taking their parental leave. Provided that the total amount of paid parental leave (including secondary carer's leave) taken by the couple does not exceed the total amount of combined paid parental leave that couple would otherwise be entitled to under Table 1 below.

Table 1: Airservices employee couples

<u>Effective date</u>	<u>Combined total maximum paid parental leave</u>
<u>Date of commencement of this Agreement to 28 February 2025</u>	<u>26 weeks</u>
<u>1 March 2025 to 28 February 2026</u>	<u>29 weeks</u>
<u>1 March 2026 to 27 February 2027</u>	<u>32 weeks</u>
<u>On and from 28 February 2027</u>	<u>36 weeks</u>



51. LONG SERVICE LEAVE

- 51.1 An employee is entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth).
- 51.2 An employee is entitled to three (3) months leave after ten (10) years continuous service. Long service leave will be granted in blocks of at least seven (7) calendar days (whether taken at full or half pay), A period of long service leave may not be broken by other forms of leave, except as provided by legislation or provided for in the re-crediting of leave clause at clause 48 of this Agreement.
- 51.3 Approval of an employee's application for leave will be subject to an employee giving reasonable notice of an employee's intention to take leave consistent with the leave program, and Airservices' consideration of the operational impact.
- 51.4 Access to long service leave will not be unreasonably withheld however, applications for annual recreation leave take priority over long service leave.
- 51.5 An employee may not break long service leave with other forms of leave.
- 51.6 If an employee has one (1) to ten (10) years' service, Airservices will make a pro rata payment in lieu in the following circumstances:
- (a) On cessation of employment on or subsequent to reaching retirement age, and at the employee's request;
 - (b) On retirement or resignation due to ill-health;
 - (c) On retrenchment; or
 - (d) In the event of death, payment will be made to an employee's Dependants or legal representatives.

52. SPECIAL CIRCUMSTANCES LEAVE

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

53. NIGHT SHIFT LEAVE

- 53.1 Night shift leave accrues progressively for employees that work night shifts, or shifts that start or end between the hours of 0001 and 0459.
- 53.2 Night shift leave is separate, and additional to recreation leave as detailed at clause 37 of this Agreement.



Accrual of night shift leave

- 53.3 An employee who works a night shift, or a shift that starts or ends between the hours of 0001 and 0459 whether part of a roster cycle or as ordinary duty, or as additional hours outside of their ordinary hours of work, will be credited with two (2) hours of night shift leave for each shift worked.
- 53.4 Subject to clause 53.3, to be eligible to accrue the additional two (2) hours of night shift leave the employee must attend for duty. Exceptional circumstances may be taken into consideration if an employee cannot attend for duty or may need to leave early. Night shift leave will not accrue for a shift where an employee is rostered to work, or scheduled to work additional hours but does not attend for work for any reason, including but not limited to recreation leave, long service leave, personal leave, or any other form of leave either paid or unpaid.
- 53.5 A maximum of seventy-two (72) additional hours only can be accrued in each financial year period.
- 53.6 Subject to clause 53.5 individual employees can be rostered for, or choose to work more than thirty-six (36) night shifts in a financial year period, however once seventy-two (72) hours of night shift leave has been accrued in any financial year period, accruals will not continue until the next financial year period commences.
- 53.7 Subject to clause 53.6 where an employee has taken (or cashed out) night shift leave, this does not allow for any additional night shift leave hours beyond a total of seventy-two (72) hours of accruals in any single financial year period.

Taking of night shift leave

- 53.8 Employees will be able to apply to take and utilise night shift leave in the same way as Recreation Leave. Night Shift Leave and Recreation Leave are to be afforded equal priority.
- 53.9 Airservices may direct an employee to take accrued night shift leave where the employee has 144 hours of night shift leave accrued. Where Airservices requires an employee to take night shift leave under this clause, Airservices may direct the employee to take up to 72 hours of night shift leave. Where such a direction is made by Airservices the period of night shift leave will be programmed by reasonable agreement between the employee and Airservices.

Cashing out of night shift leave

- 53.10 An employee may request to have night shift leave cashed out at any time.
- 53.11 Accrued night shift leave will be paid out on termination.



54. PUBLIC HOLIDAYS

54.1 An employee is entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

- (a) 1 January, New Year's Day;
- (b) 26 January, Australia Day;
- (c) Good Friday and the following Saturday and Monday
- (d) 25 April, Anzac Day;
- (e) The King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (f) Labour day or Eight hours' day;
- (g) 25 December, Christmas Day (actual day for shift working employees);
- (h) 26 December, Boxing Day (actual day for shift working employees);
- (i) An additional day normally in conjunction with Christmas/New Year holidays. For shift working employees, this additional day will be provided on 27 December; and
- (j) Any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday

54.2 If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

54.3 Airservices and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

54.4 Airservices and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday, subject to operational requirements and reasonable notice. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.



- 54.5 Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 54.6 Where a public holiday falls during a period when an employee is absent on leave (other than recreation leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service leave on half pay, payment is at half pay).
- 54.7 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 54.1(a) – 54.1(j).
- 54.8 An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 54.9 Where a full time employee (other than a shift worker employee), including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, Airservices may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits in recognition of the planned day off.

55. FAMILY AND DOMESTIC VIOLENCE SUPPORT

- 55.1 Airservices will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 55.2 Airservices recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 55.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- 55.4 An employee experiencing family and domestic violence is able to access special paid leave. Reasons an employee experiencing family and domestic violence may access this leave includes, but are not limited to:
- (a) illness or injury affecting the employee resulting from family and domestic violence;



- (b) providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - (c) providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - (d) making arrangements for the employee's safety, or the safety of a close relative;
 - (e) accessing alternative accommodation;
 - (f) accessing police services;
 - (g) attending court hearings;
 - (h) attending counselling; or
 - (i) attending appointments with medical, financial or legal professionals.
- 55.5 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count for service for all purposes.
- 55.6 Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 55.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 55.8 Special paid leave available under this clause is paid to employees at their full rate as if they were at work.
- 55.9 Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 55.10 Evidence may be requested to support Airservices in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence Airservices will require, unless the employee chooses to provide another form of evidence.
- 55.11 An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.



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- 55.12 Airservices will take all reasonable measures to treat information relating to family and domestic violence confidentially. Airservices will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the agency may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 55.13 Where Airservices needs to disclose confidential information for purposes identified in clause 55.12, where it is possible Airservices will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 55.14 Airservices will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 55.15 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 55.16 Airservices will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 55.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

56. BLOOD DONATION

- 56.1 Subject to clause 56.2, an employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and Airservices will consider employees on duty.
- 56.2 The employee must inform their manager and receive approval in advance of when they will be away from work before donating blood, plasma or platelets. Approval will be subject to operational requirements (including consideration of any required time away from operational duty after an employee donates blood, plasma or platelets) and safety considerations.

57. EMPLOYEE ASSISTANCE PROGRAM

- 57.1 Employees, their partners, and their Dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by Airservices and will be accessible on paid time.



58. PERFORMANCE, CONDUCT, TERMINATION OF EMPLOYMENT

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

58.2 Procedural fairness

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

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

58.3 Formal Process

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

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

- (a) require the employee to undergo remedial training and/or counselling as appropriate to the circumstances of the case;
- (b) give the employee a written warning appropriate to the circumstances of the case;



- (c) set conditions with which the employee needs to comply;
- (d) reduce the employee in classification for a period of time or indefinitely;
- (e) terminate the employee's employment.

59. STAND DOWN

59.1 Airservices may stand down an employee on full pay in the following circumstances:

- (a) In the event of an inquiry or investigation into an accident or incident in which an employee is either directly or indirectly involved, and to the extent that given the nature of the accident or incident, and the employees involvement, or otherwise to conform with regulatory requirements;
- (b) In the event of disciplinary action, where it can be justified that the matter for which disciplinary action has been taken is of such a nature that stand-down is reasonably warranted;
- (c) Where Airservices have reason to believe that an employee may not be fit for duty and have been referred for a fitness for duty assessment; or
- (d) During the notice period, where Airservices have given an employee notice to terminate employment Airservices may elect to continue to pay the employee during the notice period but not require the employee to attend work.

59.2 Airservices does not have an entitlement to stand down an employee without pay in any of the above circumstances or in any other circumstances (unless it is granted the power to do so in those other circumstances pursuant to a specific power under the Act).

60. NOTICE OF TERMINATION REQUIREMENTS

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

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



- 60.2 In addition to the above notice, an employee will receive an extra week's notice if they are over 45 years of age and have at least two (2) years' continuous service with Airservices.
- 60.3 Where Airservices has given an employee notice of termination, they are entitled to one (1) day time off without loss of pay for the purposes of seeking other employment. This time can be taken at the employee's convenience after consultation with Airservices.
- 60.4 Airservices may terminate a casual employee's employment by giving them one (1) day notice.
- 60.5 An employee is not entitled to notice if Airservices terminate their employment for conduct which would justify summary dismissal at common law.
- 60.6 A permanent employee must give Airservices at least 14 calendar days notice, or forfeit 14 calendar days pay in lieu of notice, unless a lesser period is agreed.
- 60.7 Any notice of termination shall be in writing giving the appropriate period of notice and shall state the reasons for the termination and, if relevant, details of any counselling provided.
- 60.8 Payment on death of an employee

When an employee dies, or Airservices has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, Airservices must authorise payments to the partner, Dependents or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

61. ABANDONMENT OF EMPLOYMENT

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

62. REDEPLOYMENT AND REDUNDANCY

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



62.2 In this clause:

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

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

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

“Potentially surplus employee”, means:

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

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

62.3 Where an employee becomes a potentially surplus employee:

- (a) They will be notified of this in writing by Airservices
- (b) Airservices will seek to identify vacancies in non-affected work areas that may be suitable for the employee and inform the employee of them.



- (c) Airservices and the employee, and where requested by the employee, employee representatives, shall hold discussions. The purpose of those discussions shall be to ascertain the employee's views about future employment and also to identify options that may be available within Airservices. These discussions shall take place as soon as possible after the employee has been notified in accordance with clause 62.3 and in any event within 30 days of the employee becoming a potentially surplus employee.

62.4 Following these discussions the following will occur:

- (a) If the employee has expressed an interest in remaining in employment in a different available position which is at a lower classification level for which they are suitable and Airservices is able to appoint them to that position directly without carrying out a selection process, it will do so. In that case salary maintenance under clause 62.14 will apply.
- (b) If the employee has expressed an interest in remaining in employment in a different available position which is at a lower classification level and that position is being advertised, and Airservices is not able to appoint them to that position directly without carrying out a selection process, it will permit them to apply for that position. In that case, it will consider their application in isolation and not in competition as against other employees who apply and who are not potentially surplus. If they are successful salary maintenance under clause 62.14 will apply.
- (c) If the employee has expressed an interest in remaining in employment in a different position which is at an equal classification level, that is being advertised, Airservices will permit them to apply for that position and it will consider their application in isolation and not in competition as against other employees who apply and who are not potentially surplus.
- (d) If the employee has expressed an interest in remaining in employment in a different available position which is a higher classification level, that is being advertised, Airservices will permit them to apply for that position and it will consider their application in isolation and not in competition as against other employees who apply and who are not potentially surplus.
- (e) If an employee at the time they become potentially surplus is being employed at a higher duties allowance level under the provisions of this Agreement, they may be appointed to the position permanently if the position is required to be filled.
- (f) If rather than remain in employment with Airservices an employee expresses an interest in voluntary redundancy, Airservices will consider this request.
- (g) Airservices may offer a potentially surplus employee redeployment. A potentially surplus employee is not required to take up an offer of redeployment however if this



offer of redeployment is a reasonable alternative position, as defined in clause 62.4, and the employee does not accept it, Airservices is not obliged to pay to that employee the redundancy benefits payable under clause 62. Airservices may make up to two offers of employment in alternative positions under this provision.

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



reached on voluntary redundancy, or Airservices wishes to make them involuntarily redundant, the employee will receive the following benefits on termination:

- (i) Payment of salary in lieu of any unexpired portion of notice of termination (refer clause 60); and
- (ii) A payment comprising four (4) weeks' salary for each of the first five (5) completed years of service and three (3) weeks' salary for each subsequent completed year of service, plus a pro rata payment for each completed month of service since the last completed year, to a maximum of seventy five (75) weeks,

provided that Airservices will not be required to pay a benefit where an employee refuses an offer of a reasonable alternative position.

- (b) For the purposes of calculation of these benefits, salary shall be taken to include:
 - (i) Higher duties allowance where an employee has been acting at a higher classification for a continuous period of twelve (12) months immediately preceding the date that notice of retirement is given;
 - (ii) The weekly average amount of shift loading where an employee has received a loading for shift work during at least 50% of pay periods for the twelve (12) month period immediately preceding the date that notice of retirement is given; and
 - (iii) Other allowances in the nature of salary normally received by the employee.
- (c) A severance payment paid under this clause 62.13 includes any redundancy payment to which the employee is entitled under the NES.
- (d) If an employee is terminated under this provision they will also receive:
 - (i) Payment in lieu of unused recreation leave credits; and
 - (ii) Payment in lieu of unused long service leave including a pro rata payment for each completed month of service since completion of the last full year of service. (If an employee has completed one (1) full year of service they will be entitled to a pro rata payment for completed years and months of service).

62.14 Salary maintenance on reduction of classification

- (a) If an employee is to be re-deployed to a position of lower classification they will be entitled to salary maintenance for a period as follows:
 - (i) If the employee has twenty (20) or more years' service or is over forty five (45) years of age – thirteen (13) months; and



- (ii) All other employees - seven (7) months.
- (b) Salary for the purposes of maintenance payments is defined in the same terms as salary is defined for the calculation of severance payments in clause 62.13(b) of this provision.

62.15 Other entitlements

- (a) If an employee is required to move their household as a result of transfer to another location under this provision they will be entitled to reimbursement of reasonable expenses associated with that move on the same basis as if the employee had been promoted.
- (b) When an employee is on Term Transfer and terminated under this provision, they will be entitled to reimbursement of reasonable expenses associated with relocation to their home base on the same basis as they would have been at the completion of their Term Transfer (refer clause 22.6 (*Term Transfer Entitlements*)).
- (c) If an employee has been advised that their election to terminate has been approved or has received advice of involuntary termination they will be entitled to:
 - (i) Reasonable leave with full pay to attend necessary employment interviews; and
 - (ii) Travel and incidental expenses, considered reasonable by Airservices, incurred in attending such interviews, where such expenses are not met by the prospective employer.
- (d) If an employee is entitled to be paid an Early Retirement Benefit on age retirement, they will be paid those benefits when they receive the benefits payable under clause 62.13.
- (e) Where an employee has been declared potentially surplus, under these provisions, and has excess recreation leave credits at the time they were declared surplus (or accrued excess leave credits prior to termination), the employee will be given every opportunity to use those credits before they are terminated under this provision.
- (f) Where Airservices are unable to allow an employee to utilise excess recreation leave, they will be paid in lieu of any recreation leave credits which exist due to the application of this clause at the date of termination.
- (g) If an employee is redeployed under this provision, they will have six (6) months from the date of redeployment to use any excess recreation leave credits.

62.16 Support services



- (a) Airservices will provide information and counselling services to enable employees to plan their future and to consider options under the voluntary termination and other provisions.
- (b) In addition, Airservices will meet the costs (up to a \$578.24 limit) of independent personal financial planning advice for the employee.
- (c) As part of this program, employees will be provided with an analysis of career prospects in their employment group. Advice will also be available on areas of skills needs and training programs.

62.17 Retraining

- (a) Retraining, usually in the form of on-the-job training, should be arranged if an employee is likely to be affected by re-structuring where:
 - (i) Retention in employment is unlikely without retraining; and
 - (ii) It would lead to a reasonable expectation of the employee's successful placement having regard to the findings of the skill needs audit.
- (b) In order to enhance an employee's employment prospects outside Airservices the following support may be provided:
 - (i) Where an employee has declined an offer of voluntary redundancy, Airservices will approve leave for retraining purposes where the employee demonstrates the proposed training will enhance the employee's potential to undertake an alternative career. Airservices will grant this leave under normal study leave provisions (refer clause 26), subject to operational requirements;
 - (ii) Where an employee has been terminated under this Agreement, on production of evidence of successful completion of a course of study that was commenced before retirement, an employee will be entitled to reimbursement of compulsory tuition fees and HECS charges incurred during the academic year in which termination took effect. This entitlement is subject to the employee demonstrating that the study will enhance the employee's potential to undertake an alternative career.
- (c) Retraining may also include the undertaking of a short course to provide new skills or update existing ones.

63. FITNESS FOR CONTINUED DUTY

- 63.1 Early intervention is important if an employee is absent from work and an employee's health may be impaired. Should an employee experience a health problem that may impair an



employee's capacity to perform an employee's duties in the long term, Airservices' objective will be to take positive and appropriate action.

- 63.2 Both medical and non-medical factors may contribute to absences from work for extended periods of time.
- 63.3 Should an employee be absent for health reasons, Airservices will explore with an employee possible non-medical outcomes. These may include, but are not limited to:
- (a) The provision of appropriate training;
 - (b) Modification of an employee's duties;
 - (c) Arranging for specialised counselling;
 - (d) An employee's temporary transfer to different duties;
 - (e) An employee's permanent transfer to another position at the same level; or
 - (f) The counselling of an employee's supervisor.
- 63.4 Where an employee's absence appears directly related to medical factors, any action Airservices takes will be based on the expert advice of a DAME.
- 63.5 Referral to a DAME
- (a) Airservices may refer an employee to a DAME where there appear to be health issues which may substantially impair, other than temporarily, an employee's ability to perform their duties. This power of reference is only to be made by a Service Delivery Line Leader, with the approval of the Chief Service Delivery Officer (or equivalent).
 - (b) Where the manager has concerns about an employee's attendance record which do not relate to the health issues referred to in clause 63.5(a) the manager will utilise the provisions of clause 38 of this Agreement relating to the management of Personal leave, or Airservices' Attendance Management system, as appropriate.
- 63.6 Airservices will arrange for an employee to be examined by a DAME in circumstances where:
- (a) An employee have been absent from duty on account of illness for a continuous period of 4 weeks and an employee could be substantially impaired, other than temporarily, in the ability to perform an employee's duties;
 - (b) An employee have been absent on account of illness for 13 weeks continuously;
 - (c) An employee have been absent on account of illness for a total of 13 weeks in any 26 week period;



- (d) An employee presents a report from a registered medical practitioner indicating that an employee is unfit for duty and the prognosis is unfavourable.

63.7 Should an employee be required to consult a DAME, at a reasonable time before the appointment, Airservices will inform an employee in writing of:

- (a) The time and place of the examination;
- (b) The purpose of the examination, and the reason Airservices arranged it;
- (c) An employee's right to be provided on request with the information to be furnished to the DAME;
- (d) An employee's right to submit supporting material for consideration by the DAME; and
- (e) If an employee has been a superannuation contributor for less than 20 years – the need to bring to the medical examination any Benefit Classification Certificate issued to an employee.

63.8 Where an employee has been referred to and attends a DAME, Airservices will provide an employee with written details of the findings of the medical examination, any recommendations provided by the DAME, and advice of any action Airservices propose as a result.

63.9 An employee will be given the opportunity to respond to any action proposed to be taken and may provide a written response to Airservices within 14 days.

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

- (a) Return an employee to an employee's current position and duties;
- (b) Redeploy an employee at the same level in a different position;
- (c) Redeploy an employee to a lower level position with an employee's consent;
- (d) Redeploy an employee to a lower level position without an employee's consent; or
- (e) Terminate an employee's employment with Airservices.

64. LOSS OF ESSENTIAL QUALIFICATION (LOEQ)

64.1 If an employee is required to hold an essential qualification to undertake or continue employment with Airservices, the retention of that essential qualification remains a condition of an employee's employment.

64.2 An employee is not qualified to perform an employee's duties if:

- (a) An employee ceases to hold, or becomes unable or ineligible to hold or to use and enjoy, an essential qualification; or
- (b) A court, person, authority or body that is competent to do so suspends, cancels, revokes, rescinds or otherwise withdraws an essential qualification that an employee holds.

64.3 An essential qualification is defined as:

"any statutory, professional, academic, commercial, technical, trade, health or other qualification the holding of which is a prerequisite to the practice of a profession, trade or occupation, the exercise of a right or the performance of a function or duty, being a profession, trade, occupation, right, function or duty that is necessary for that employee to practice, exercise or perform in the course of his or her employment".

64.4 In general terms, an essential qualification can be described as a licence, rating or membership of an official body overseeing standards of conduct or performance in a profession, trade or occupation. Specifically, it is any qualification required for the satisfactory performance of duty at the classification level for which the qualification is prescribed.

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

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

64.7 Loss of an essential qualification will result in internal review and assessment as to possible alternate placement options. Permanent loss of an essential qualification may result in redeployment or termination of employment.

64.8 Interaction between performance, discipline and medical fitness provisions.

64.9 Where the principal reasons giving rise to the loss of the essential qualification are directly attributable to circumstances and outcomes covered by Airservices' performance and discipline procedures or Airservices' fitness for duty procedures, then the matter will be addressed in accordance with those procedures.

64.10 Procedures



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

(a) *Initial action*

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

(b) *Further inquiry*

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

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

(c) *An employee's comment*

- (i) When the inquiry is completed and results in additional findings, Airservices will allow an employee a further seven (7) days to comment on the findings from the time an employee is advised of the findings.

- (ii) If Airservices consider the employee is likely to regain the qualification within a reasonable time given the circumstances which apply, the employee will be provided with suitable duties during the intervening period.
- (d) *Decisions on redeployment or termination of employment*
 - (i) If Airservices consider that the employee is not likely to regain the qualification within a reasonable time, and the employee should be transferred to other duties, Airservices will first consider whether it would be in the interest of efficient administration to transfer this employee to a position at the same level.
 - (ii) If Airservices conclude that transfer at the same level is not appropriate, Airservices may then, by notice in writing, reduce the employee's classification or terminate the employee's employment.
 - (iii) If Airservices do not transfer the employee at the same level and Airservices are satisfied that it would be in the interests of efficient administration to reduce the employee's classification and a suitable position is available, the employee may be redeployed to a lower level classification, rather than have their employment terminated.
 - (iv) Any reduction in classification must be to duties for which an employee is qualified and which an employee could perform efficiently either immediately or within a reasonable period, and which the employee could reasonably be required to perform.
- (e) *Notice of reduction or termination of employment*
 - (i) If Airservices give notice of reduction of classification or termination of employment, the notice must include or be accompanied by the reasons for the decision and, unless the employee has given prior written consent to the action being taken, advice of any right of appeal.
 - (ii) Appeal provisions in relation to reduction of classification are available through Airservices internal processes.
 - (iii) The sole right of review in relation to termination of employment would be through the Act.
- (f) *Superannuation and other entitlements*
 - (i) Contributors to the Commonwealth Superannuation Scheme with at least one year's contributory service are entitled to involuntary retirement benefits under the *Superannuation Act 1976* if retired because of the loss of an essential qualification.

- (ii) If an employee's employment ceases because they have lost an essential qualification, this employee is entitled to payment in lieu of long service leave and recreation leave credits.

(g) *Consultation*

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

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

65.1 The purpose of this clause is:

- (a) To recognise and continue the legal entitlement of certain employees (called in this clause an 'ERB employee') to the benefit of Early Retirement Benefit provisions as contained in clause 24 of the Award according to those provisions; and
- (b) To confer an entitlement during the operation of this Agreement on an ERB employee to convert their existing benefit entitlement into an alternative benefit if they so wish.

65.2 For the purposes of this clause 65:

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

ERB employee means an employee:

- (a) who was employed by Airservices on 1 July 1998 in one of the classifications referred to clause 25.2 of the Award; and
- (b) who has not made an election under the provisions of clause 8.6 of the Airservices Australia Enterprise Agreement 1998-2001 (or pursuant to any other right to do so given to them by Airservices) to convert the benefit of their ERB entitlement to another form of benefit.

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

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

Relevant period of air traffic control service means the period, or the sum of the periods, during which the employee was employed as an Air Traffic Controller or Flight Service



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

65.3 Subject to the provisions of clause 65.4, an ERB employee:

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

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

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

‘B’ is the factor specified in the Table below opposite the age in years of the ERB employee on retirement, and

‘C’ is the number of years of service the ERB employee has completed in the relevant period of flight service or air traffic control service.

Factors Applicable To Early Cessation Payment

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

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



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

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

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

66. SIGNATORIES

**SIGNED ON BEHALF OF AIRSERVICES
AUSTRALIA**

In the presence of:

Signature

Signature

Name

Name

Position / Authority to sign

Date

Address

Date

**SIGNED ON BEHALF OF THE CIVIL AIR
OPERATIONS OFFICERS' ASSOCIATION OF
AUSTRALIA**

In the presence of:

Signature

Signature

Name

Name

Position / Authority to sign

Date

Address

Date



ATTACHMENT 1

AIR TRAFFIC CONTROLLER CLASSIFICATION AND BASE SALARY TABLE

	On Commencement	12 months	24 months
	4%	3.8%	3.4%
Ab Initio Trainee	\$60,000	\$62,280	\$64,398
Field Trainee	\$85,952	\$89,218	\$92,251
Level 1	\$116,990	\$121,435	\$125,564
Level 2	\$131,317	\$136,307	\$140,941
Level 3	\$145,641	\$151,175	\$156,315
Level 4	\$158,373	\$164,391	\$169,981
Level 5	\$171,107	\$177,609	\$183,648
Level 6	\$186,229	\$193,305	\$199,878
Level 7	\$198,961	\$206,522	\$213,544
Level 8	\$211,696	\$219,741	\$227,212
Level 9	\$218,858	\$227,174	\$234,898
Level 10	\$226,955	\$235,580	\$243,589
*SY TTCU	\$242,639	\$251,859	\$260,422
UTS	\$247,968	\$257,391	\$266,142
CSS / SS	\$247,968	\$257,391	\$266,142
*SY CSS/Supervisor	\$266,901	\$277,044	\$286,463

*The SY TTCU and SY CSS/Supervisor classifications will cease to exist from 1 July 2025 to any new employees and will be grandfathered for existing employees that meet the criteria set out in clauses 27.14 to 27.21.


ADT CLASSIFICATION AND BASE SALARY TABLE

	On Commencement	12 months	24 months
	4%	3.8%	3.4%
ADT Trainee	\$78,747	\$81,739	\$84,518
Level 1	\$127,190	\$132,023	\$136,512
Level 2	\$137,140	\$142,351	\$147,191
Level 3	\$142,214	\$147,618	\$152,637
ADT Supervisor	\$175,792	\$182,473	\$188,677


SSO CLASSIFICATION AND BASE SALARY TABLE

	On Commencement	12 months	24 months
	4%	3.8%	3.4%
Trainee	\$81,230	\$84,317	\$87,184
SSO1 - Level 1	\$89,227	\$92,617	\$95,766
SSO2 - Level 2	\$94,534	\$98,126	\$101,463
SSO3 - Level 3	\$99,900	\$103,697	\$107,222
SSO4 - Level 4	\$103,028	\$106,943	\$110,579
SSO5 - Level 5 Fully Endorsed SSO	\$106,217	\$110,254	\$114,002
SSO6 - Level 6 Multi-Skilled SSO	\$110,147	\$114,333	\$118,220
SSO7 - Level 7 Exercise Design and Development	\$112,681	\$116,962	\$120,939
SSO8 - Level 8 Competency, Training and Standards	\$123,950	\$128,660	\$133,034
SSO9 - Level 9 Simulator Data and Design			
SSO Instructor – ASA ATC Instructor Higher Duties	\$129,130	\$134,037	\$138,594
Supervisor	\$145,272	\$150,792	\$155,919



FDC CLASSIFICATION AND BASE SALARY TABLE

	On Commencement	12 months	24 months
	4%	3.8%	3.4%
FDC Trainee	\$85,582	\$88,834	\$91,854
FDC Level 1	\$108,960	\$113,100	\$116,946
FDC Level 2	\$117,773	\$122,248	\$126,405
FDC Level 3	\$120,801	\$125,392	\$129,655
FDC Level 4	\$124,094	\$128,809	\$133,189
FDC Level 5	\$132,833	\$137,881	\$142,569
FDC Level 6	\$137,361	\$142,581	\$147,429
FDC Level 7	\$142,443	\$147,856	\$152,883
FDC Supervisor	\$164,865	\$171,130	\$176,948

Schedule 1 - AB INITIOS**1. Definition**

An Ab Initio is an employee who:

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

2. Application of this schedule

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

3. Personal/carer's leave

- (a) Clause 38 of this Agreement does not apply to Ab Initios.
- (b) Ab Initios will accrue personal/carer's leave in accordance with clause 39 of this Agreement.

4. Ab Initios are not required to work night shifts or to perform ordinary hours on Saturdays or Sundays.

5. An Ab Initio employee shall advance to the 'Field Trainee' classification when they commence the final field training. Should an Ab Initio employee not commence the final field training within two weeks (14 days) post completion of the Ab Initio course, they be automatically advanced to the 'Field Trainee' classification regardless of the field training commencement date.

6. Termination of employment

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