

TITLE AND INDEX

Sunstate Airlines Pty Ltd (Aircraft Engineers) Enterprise Agreement 2023

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- 1.2 This Agreement covers and applies to:
- 1.2.1 Sunstate Airlines (QLD) Pty Limited (ABN 82 009 734 703) (**SSA**) of 10 Bourke Road Mascot 2020;
 - 1.2.2 the Employees employed in the classification structures in Clause 7 of this Agreement; and
 - 1.2.3 the Australian Licensed Aircraft Engineers Association provided that it has given a notice to the Commission under subsection 183(1) of the FW Act.

2. STATUS OF AGREEMENT

- 2.1 The terms of this Agreement prevail over the terms of the Airline Operations – Ground Staff Award 2020 and the Sunstate Airlines Pty Ltd (Aircraft Engineers) Enterprise Agreement 2019 and operate to their full exclusion. This Agreement determines all of the terms and conditions of employment for Employees of SSA who perform work in the classifications contained within this Agreement.
- 2.2 This Agreement has been agreed in an endeavour to address practices unique to SSA and to provide the required flexibility.

3. NATIONAL EMPLOYMENT STANDARDS

- 3.1 The terms of this Agreement apply in a manner that does not exclude the National Employment Standards. That is, no provision of the NES is displaced by this Agreement, but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental to an Employee in any respect when compared with the NES.

4. DEFINITIONS

- 4.1 "Act" or "FW Act" means the Fair Work Act 2009 (Cth) as amended from time to time.
- 4.2 "Accident" is as defined in appropriate Regulations of the Civil Aviation Safety Authority.
- 4.3 "Agreement" means the Sunstate Airlines Pty Ltd (Aircraft Engineers) Enterprise Agreement 2023.
- 4.4 "Aircraft Maintenance Engineer (AME) 1" means an Employee designated as such by SSA, and who is a tradesperson engaged in the maintenance, repair, overhaul, modification, assembly, and/or testing of aircraft, aircraft systems, aircraft components and/or associated equipment.
- 4.5 "Aircraft Maintenance Engineer (AME) 2" means an Employee designated as such by SSA and who has demonstrated additional skills and/or has qualifications in excess of those required for an AME 1.
- 4.6 "CAO" means Civil Aviation Order.
- 4.7 "CAR" means Civil Aviation Regulation.
- 4.8 "Casual Employee" means an Employee engaged and paid as such as defined in the FW Act.
- 4.9 "Commission" or "FWC" means the Fair Work Commission or its successor.
- 4.10 "Day of placement" has the meaning given to it by Section 67 of the FW Act.
- 4.11 "Employer" means SSA.
- 4.12 "Employee" means any person employed by SSA in any of the classifications contained in this Agreement.
- 4.13 "Employee couple" has the meaning given to it by Section 12 of the FW Act.
- 4.14 "Fixed Term Employee" means an Employee engaged and paid as such.
- 4.15 "Home base" means the base at which an Employee is domiciled.
- 4.16 "Incident" is as defined in appropriate Regulations of the Civil Aviation Safety legislation.

- 4.17 "Licenced Aircraft Maintenance Engineer (LAME)" means an Employee who holds a current licence (other than a Category-A licence) appropriate to any aircraft type operated or maintained by SSA as classified in Clause 7, and who is employed by SSA to utilise that licence.
- 4.18 "NES" means the National Employment Standards.
- 4.19 "Public Holiday" means as defined in the NES.
- 4.20 "Shift Supervisor" means an Employee who, on the authority of SSA, is required to direct and supervise other Employees in the course of their employment.
- 4.21 "Part Time Employee" means an Employee engaged and paid as such.
- 4.22 "Tradesperson Assistant" means an adult Employee who is engaged in assisting a Licenced Aircraft Maintenance Engineer or Aircraft Maintenance Engineer, and/or a tradesperson who is engaged in dismantling, and/or cleaning components, and/or greasing, and/or paint stepping and/or is engaged in aircraft, receipt or dispatch duties.
- 4.23 "Union" means the Australian Licensed Aircraft Engineers' Association or the Australian Manufacturing Workers Union, as the case may be.

5. OPERATION OF AGREEMENT

- 5.1 This Agreement shall operate from 7 days after the Commission has approved it and shall remain in force until 30 June 2027.
- 5.2 The parties agree to commence discussions concerning a new agreement 3 months prior to the expiry of this Agreement.

6. CONTRACT OF EMPLOYMENT

- 6.1 Except as provided in Clause 6.11, 6.12 and 6.13 employment shall be on a full-time basis.
- 6.2 Notice of termination by Employer
- 6.2.1 Except where otherwise provided in this Agreement, in order to terminate the employment of an Employee, SSA shall give the Employee the following notice:
- | <u>Period of continuous service</u> | <u>Period of notice</u> |
|---|-------------------------|
| 1 year or less | 1 week |
| 1 year and up to the completion of 3 years | 2 weeks |
| 3 years and up to the completion of 5 years | 3 weeks |
| 5 years and over | 4 weeks |
- 6.2.2 In addition to the notice above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional week's notice.
- 6.2.3 Payment in lieu of the notice prescribed in Clause 6.2 shall be made if the appropriate notice period is not given. However, employment may be terminated by part of the period of notice specified and part payment in lieu of notice.
- 6.2.4 In calculating any payment in lieu of notice the wages an Employee would have received in respect of the hours the Employee would have worked during the period of notice had the employment not been terminated shall be used.
- 6.2.5 The period of notice in this Clause shall not affect the right of SSA to dismiss any Employee without notice for serious misconduct, and, in such cases, the wages shall be paid up to the time of dismissal only.
- 6.3 Notice of Termination by Employee
- 6.3.1 The notice of termination required to be given by an Employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned.
- 6.3.2 If an Employee fails to give notice, SSA shall have the right to withhold monies due to the Employee with a maximum amount equal to the wages that the Employee would have received had he or she given the requisite notice.

- 6.4 Time off During the Period of Notice
- 6.4.1 Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment, subject to the Employee providing satisfactory proof to SSA that the Employee is using the time off to seek other employment. The time off shall be taken at times that are convenient to both parties by mutual agreement.
- 6.5 Employment During Notice Period
- 6.5.1 Where an Employee has given or been given notice of termination in accordance with Clause 6.2 then, subject to clause 6.2.3, he/she shall continue employment until the date of the expiration of such notice.
- 6.5.2 Where an Employee who, having given or been given notice of termination absents himself/herself from work during all or part of the notice period without reasonable cause (proof of which shall lie with the Employee), SSA shall have the right to withhold monies equivalent to the amount that the Employee would have been paid had the Employee worked during that period of absence.
- 6.6 Statement of Employment
- 6.6.1 SSA shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the Employee.
- 6.7 Stand Down
- 6.7.1 SSA may stand down the Employee without pay if the Employee cannot be usefully employed because of a stoppage of work or through any cause for which SSA cannot reasonably be held responsible.
- 6.7.2 The right of SSA under Clause 6.7.1 is subject to the following conditions:
- (a) When SSA proposes to exercise the right given under Clause 6.7.1 it shall notify the Employee. During the period such notification remains in force the Employee shall be deemed to be stood down for the purpose of this Clause.
 - (b) An Employee who is stood down as aforesaid shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.
 - (c) An Employee who is stood down as aforesaid may at any time during the period he/she is stood down terminate his/her employment without notice, and shall be entitled to receive from SSA as soon as practicable any monies due to him/her at the time of termination. The day on which the Employee exercises the right of termination without notice shall be the day on which the employment is terminated.
 - (d) An Employee whose employment is terminated under Clause (c) shall for all purposes (other than payment in lieu of notice) be treated as if his/her employment had been terminated by SSA without default of the Employee.
 - (e) An Employee who is stood down as aforesaid shall be at liberty to take other employment.
 - (f) An Employee whom SSA proposes to stand down as aforesaid may elect to take, for the period of the stand down only and for such further time as is reasonably required for the Employee to return to his/her normal place of abode, any annual leave to which he/she is entitled or which is accruing and, upon such election being exercised, the Employee's annual leave shall be reduced accordingly.
 - (g) Notwithstanding any other provision of Clause 6.7, SSA will not deduct payment for any day prescribed by the Agreement affecting the particular Employee as a Public Holiday which occurs during the period of stand down of an Employee except to the extent that such Employee has become entitled to payment for the holiday in other employment. An Employee claiming payment for a holiday shall, if required by SSA,

furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.

6.8 Non-Attendance

6.8.1 An Employee (other than an Employee who has given or received notice in accordance with Clause 6.2) not attending for duty shall, except as provided by this Agreement, lose pay for the actual time of such non-attendance, other than in the case of industrial action, in which case the provisions of the FW Act shall apply.

6.9 Termination Away from home Base

6.9.1 Except as provided for in Clause 6.9.2, an Employee who resigns or whose employment is terminated away from his/her home base shall be entitled to free air travel back to his/her home base for the Employee, his/her spouse and dependent children under 21 years of age.

6.9.2 An Employee who is terminated for misconduct or who resigns to join another airline shall not be entitled to the benefits of Clause 6.9.1.

6.10 Time Keeping

6.10.1 Notwithstanding anything elsewhere contained in this Agreement, SSA may select and utilise for timekeeping purposes, any fractional or decimal proportion of an hour (not exceeding six minutes or 0.1 of an hour) and may apply such proportion in the calculation of the working time of Employees, who, without reasonable cause, promptly communicated to SSA, report for duty after their appointed starting time or cease duty before their appointed finishing time. If SSA adopts a proportion for this purpose SSA shall apply the same proportion for the calculation of overtime.

6.11 Casual Employees

6.11.1 A casual Employee working ordinary time shall be paid per hour 1/38th of the weekly base rate prescribed plus twenty-five per cent, with a minimum payment of four hours per engagement.

6.11.2 Casual Employees shall not be entitled to:

- (a) Annual Leave;
- (b) Long Service Leave (except as provided by applicable State or Territory Legislation);
- (c) Paid Personal/Carer's Leave;
- (d) Paid Compassionate leave;
- (e) Notice of Termination (subject to clause 6.11.3 below);
- (f) Redundancy pay;
- (g) Paid absence for jury service (except as provided by applicable State or Territory Legislation); and
- (h) Paid Parental Leave (subject to the NES).

6.11.3 Casual Employees may be terminated on 3 hours' notice.

6.11.4 Right to request casual conversion

- (a) Where an Employee is engaged as a 'regular casual Employee' (as defined in clause 6.11.4(b), SSA must offer for their employment to be converted to full-time or part-time employment (as the case may be).
- (b) A regular casual Employee for the purposes of this clause, is a casual Employee who has been employed by SSA for a period of at least 12 months beginning the day the employment started, and has, during at least the last 6 months of that period, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, could continue to perform as a full-time Employee or part-time Employee (as the case may be) under the provisions of this Agreement.
- (c) A regular casual Employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment will be

offered in writing the opportunity to have their employment converted to full-time employment.

- (d) A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 6 months' casual employment will be offered in writing the opportunity to have their employment converted to part-time employment consistent with the regular pattern of hours previously worked in the preceding 6 month period.
- (e) The offer under this subclause must be in writing and provided to the Employee, and be given within 21 days after the end of the relevant 12 month period referred to in clause 6.11.4(b).
- (f) SSA is not required to make the offer if there are reasonable grounds to not make the offer.
- (g) Reasonable grounds for deciding not to make an offer include that:
 - (i) it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months after the time of deciding not to make the offer;
 - (ii) it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
 - (iii) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or times during which the Employee is available to work during that period.
- (h) For any ground to be reasonable, it must be based on facts which are known or reasonably foreseeable, at the time of refusing to make the offer.
- (i) Where SSA decides not to make an offer to a regular casual Employee to convert, SSA must provide the casual Employee with written notice of the employer's reasons in writing within 21 days after the end of the 12 month period. The Employee must give SSA a written response to the offer within 21 days after the offer is given to the Employee stating whether the Employee accepts or declines the offer. If the Employee fails to give SSA written notice within 21 days, the Employee is taken to have declined the offer.
- (j) Where the Employee accepts the offer for their employment to be converted to full-time or part-time employment as provided for in this clause, SSA and the Employee must discuss and record in writing the form of employment to which the Employee will convert - that is, full-time or part-time employment, the hours of work after the conversion takes effect, and the day the conversion will take effect.
- (k) The conversion will take effect from the start of the next pay cycle unless otherwise agreed.
- (l) Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of SSA.
- (m) A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits SSA to require a regular casual Employee to so convert.
- (o) Nothing in this clause requires SSA to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- (p) A regular casual Employee is otherwise permitted to make a request

for conversion to part-time or full-time employment as set out in the FW Act.

6.12 Part Time Employees

- 6.12.1 Part Time Employees shall be employed under the same terms and conditions as equivalent full time Employees for the period of engagement. The terms and conditions of this Agreement shall apply pro rata.
- 6.12.2 Subject to clauses 6.12.7 and 6.12.8, Part Time Employees working day shifts shall be entitled to overtime rates of pay for all hours worked:
- (a) in excess of 12 hours per day; or
 - (b) in excess of 152 hours per four week cycle, or
 - (c) in excess of the length of shift rostered for the majority of Employees allocated to the specific shift worked by the Part Time Employee. For example, if the majority of Employees (including the Part Time Employee) are rostered to work a 10 hour shift and one hour over-time is required beyond the 10 hour shift, the Part Time Employee will be paid for the one hour overtime worked. Where a Part Time Employee is rostered to perform work where there is no other majority of Employees rostered on that shift (as described above), overtime shall be payable for any hours worked in excess of those rostered.
- 6.12.3 Part Time Employees working shift work shall be entitled to overtime rates of pay for all hours worked:
- (a) in excess of 12 hours per day; or
 - (b) in excess of 152 hours per four week cycle, or
 - (c) in excess of the length of shift rostered for the majority of Employees allocated to the specific shift worked by the Part Time Employee. For example, if the majority of Employees (including the Part Time Employee) are rostered to work a 10 hour shift and one hour over-time is required beyond the 10 hour shift, the Part Time Employee will be paid for the one hour overtime worked. Where a Part Time Employee is rostered to perform work where there is no other majority of Employees rostered on that shift (as described above), overtime shall be payable for any hours worked in excess of those rostered.
- 6.12.4 Part Time Employees may be engaged as day workers or as shift workers on the same basis as equivalent full-time Employees at their work location.
- 6.12.5 Part Time Employees shall be engaged for a minimum daily engagement of not less than 4 hours, or less where mutually agreed.
- 6.12.6 SSA will not convert full-time Employees to part-time employment unless by individual agreement. Such individual agreement may include an agreement to revert to a full time position after a specified period of time. If any existing Employee agrees to convert to part-time employment on a voluntary basis, they shall retain the right to apply for a full-time position at a future time should a full-time position become available.
- 6.12.7 On each occasion that a Part Time Employee listed in the classifications below works a rostered day shift between Monday and Friday (excluding Public Holidays) and that shift is extended, the first two hours shall be paid at single time, and all hours worked thereafter on the day shift shall be paid at the rate of 200%.
- (a) Trades Assistant 1 or 2;
 - (b) AME 2, 3 or 4.
- 6.12.8 On each occasion that a Part-Time Employee engaged in the classification of AME 1 works a rostered day shift between Monday and Friday (excluding Public Holidays) and that shift is extended, the Employee will be paid an additional loading of 15% for the first two hours and all hours worked thereafter on the day shift shall be paid at the rate of 200%.

6.13 Fixed Term Employees

- 6.13.1 Fixed Term Employees may be employed, on fixed term contracts, to perform work for the following reasons:
- (a) for short term peak workloads that require supplementary labour for specified periods; and/or
- (b) to replace permanent Employees absent for a specific period of time.
- 6.13.2 Subject to Subclauses 6.13.1(a) and 6.13.1(b), Fixed Term Employees shall be employed under the same terms and conditions of employment as equivalent permanent Employees.
- 6.13.3 The maximum period of any fixed term contract shall be 12 months.
- 6.13.4 Fixed Term Employees shall not be entitled to any Redundancy Payments under Clause 34 of this Agreement. Fixed Term Employees shall not be entitled to notice or any payment in lieu of notice under Clause 6.2 of this Agreement.
- 6.14 Probationary employment
- 6.14.1 The Company may initially engage an Employee, other than a casual, for a period of probationary employment for the purpose of determining the Employee's suitability for ongoing employment. The Employee must be advised in advance, in writing, that the employment is probationary and the duration of the probation period which will be three months.
- 6.14.2 The employment of a probationary Employee may be terminated by either the Company or the Employee giving one week's written notice or the payment, or forfeiture of payment, of one week's pay in lieu of notice.

7. CLASSIFICATIONS AND RATES OF PAY

- 7.1 The classifications and rates of pay in this clause will operate from the commencement of the Agreement until the commencement of the first full pay period occurring on or after 1 January 2025 at which point the rates of pay in clause 7.3 will apply.
- 7.2 These annual rates of pay are intended to cover entitlements that might otherwise be due to a LAME under any Modern Award that may apply to their employment, including but not limited to:
- 7.2.1 Base salary for ordinary hours worked;
- 7.2.2 Tool allowance;
- 7.2.3 Wet places allowance;
- 7.2.4 Fuel tanks allowance; and
- 7.2.5 Fibre glass allowance.

TABLE 1 - LAME CLASSIFICATIONS AND RATES OF PAY

Grade	Definition	Part 66 Equivalent	1 January 2023	1 January 2024
LAME Grade 1	Means a LAME employed in aircraft maintenance: Endorsed as a full B1 or B2 or full B1/B2 or a B1 or B2 with exclusions on aircraft that is not operated and maintained by Sunstate or Eastern Airlines (i.e. non QantasLink aircraft). Progression past this point is only available to engineers holding a licence for aircraft operated and maintained by Sunstate or Eastern Airlines.	For a LAME not rated on Sunstate or Eastern aircraft type	\$74,015.71	\$74,015.71
LAME Grade 2	Means a LAME employed in aircraft maintenance: B1 or B2 with exclusions. One (1) category on one (1) aircraft, which is operated and maintained by Sunstate or	One category on one aircraft type rating Either • B1 with exclusions (E1, E4, E5 and E3)	\$80,529.03	\$80,529.03

Grade	Definition	Part 66 Equivalent	1 January 2023	1 January 2024
	<p>Eastern Airlines.</p> <p>For the purpose of this Clause "one category" means:</p> <p>CAR 31 licence</p> <ul style="list-style-type: none"> • Airframe; • Engine; • Electrical; • Instrument; or • Radio 	<p>(airframe only)</p> <ul style="list-style-type: none"> • B1 with exclusions (E1, E4, E5 and E2) (engine only) • B2 with exclusions (E5, E7 and E8) (electrical only) • B2 with exclusions (E1, E4 and E8) (instrument only) • B2 with exclusions (E1, E4, E5 and E7) (radio only) 		
LAME Grade 3	<p>Means a LAME employed in aircraft maintenance:</p> <p>Endorsed and required utilise privileges as a B1 or B2 with exclusions or full B1 on one (1) aircraft, which is operated and maintained by Sunstate or Eastern Airlines.</p>	<p>With one (1) aircraft type rating</p> <ul style="list-style-type: none"> • B1 with E1, E4, E5, or • B1 Full (with no relevant exclusions) • B2 with E8 (E and I only) • B2 with E5 and E7 (E and R only) • B2 with E1 and E2 (I and R only) 	\$87,903.36	\$87,903.36
LAME Grade 3a	<p>Means a LAME employed in aircraft maintenance:</p> <p>Endorsed and required to utilise privileges as a B1 or B2 with exclusions or a full B1 on two (2) aircraft, which are operated and maintained by Sunstate or Eastern Airlines.</p>	<p>With two (2) aircraft type ratings</p> <ul style="list-style-type: none"> • B1 with E1, E4, E5; or • Full B1 (with no relevant exclusions) • B2 with E8 (E and I only) • B2 with E5 and E7 (E and R only) • B2 with E1 and E4 (I and R only) 	\$92,818.46	\$92,818.46
LAME Grade 3b	<p>Means a LAME employed in aircraft maintenance:</p> <p>Endorsed and required to utilise privileges as a B1 or B2 with exclusions or a full B1 on three (3) aircraft, which are operated and maintained by Sunstate or Eastern Airlines.</p>	<p>With three (3) aircraft type ratings</p> <ul style="list-style-type: none"> • B1 with E1, E4, E5; or • Full B1 (with no relevant exclusions) • B2 with E8 (E and I only) • B2 with E5 and E7 (E and R only) • B2 with E1 and E4 (I and R only) 	\$97,778.58	\$97,778.58
LAME Grade 4	<p>Means a LAME employed in aircraft maintenance:</p> <p>Endorsed and required to utilise privileges as a full B2 or a full B1/B2 on one (1) aircraft, which is operated and maintained by Sunstate or Eastern Airlines.</p>	<p>Full B2 with one (1) aircraft type rating</p> <p>Full B2 or full B1/B2</p>	\$103,469.15	\$103,469.15
LAME Grade 4a	<p>Means a LAME employed in aircraft maintenance:</p>	<p>Two (2) aircraft B2 type ratings</p>	\$106,745.51	\$106,745.51

Grade	Definition	Part 66 Equivalent	1 January 2023	1 January 2024
	Endorsed and required to utilise privileges as a full B2 or a full B1/B2 on two (2) aircraft, which are operated and maintained by Sunstate or Eastern Airlines. For the operation of this grade refer to Note on introduction of new aircraft type.	Full B2 or full B1/B2 on two (2) aircraft type ratings		
LAME Grade 4b	Means a LAME employed in aircraft maintenance: Endorsed and required to utilise privileges as a full B2 or a full B1/B2 on at least three Group 20/21 aircraft, which are operated and maintained by Sunstate or Eastern Airlines.	At least three (3) aircraft B2 type ratings Full B2 or full B1/B2 on at least three (3) aircraft type ratings	\$111,723.63	\$111,723.63

7.3 From the first full pay period on or after 1 January 2025, the LAME grades outlined in Table 1 will cease to exist and LAMEs will transition into the three grade structure as set out in Table 2. A LAME will receive the rates of pay in Table 3 and any applicable allowance in in clause 7.4.3 following transition into the new structure.

TABLE 2 - LAME CLASSIFICATIONS FROM 1 JANUARY 2025

Grade under clause 7.1	Grade from the first full pay period on or after 1 January 2025	Definition	Part 66 Equivalent
LAME Grade 1 or LAME Grade 2	LAME Grade 1/2	Means a LAME employed in aircraft maintenance endorsed as a full B1 or B2 or full B1/B2 or a B1 or B2 with exclusions on aircraft that is not operated and maintained by Sunstate or Eastern Airlines (i.e. non QantasLink aircraft). Progression past this point is only available to engineers holding a licence for aircraft operated and maintained by Sunstate or Eastern Airlines. A LAME in this grade is not eligible for a payment under clause 7.4.3.	For a LAME not rated on Sunstate or Eastern aircraft type
LAME Grade 3, 3a or 3b	LAME Grade 3	Means a LAME employed in aircraft maintenance endorsed and required to utilise privileges as a B1 or B2 with exclusions or full B1 on aircraft, which is operated and maintained by Sunstate or Eastern Airlines.	<ul style="list-style-type: none"> • B1 with E1, E4, E5, or • B1 Full (with no relevant exclusions) • B2 with E8 (E and I only) • B2 with E5 and E7(E and R only) • B2 with E1 and E2 (I and R only)
LAME Grade 4, 4a or 4b	LAME Grade 4	Means a LAME employed in aircraft maintenance endorsed and required to utilise privileges as a full B2 or a full B1/B2 on aircraft, which is operated and maintained by Sunstate or Eastern Airlines.	Full B2 Full B2 or full B1/B2

Notes: The exclusions listed in Column B of Table 1 and Table 2 above titled "Part 66 equivalent" are the exclusions relevant to the classification of an Employee in the above table. Exclusions E25, E9 and E10 are not relevant to the classification of the Employee.

TABLE 3 – LAME ANNUAL BASE RATES OF PAY FROM 1 JANUARY 2025

Classification	First full pay period on or after 1 January 2025	First full pay period on or after 1 January 2026	First full pay period on or after 1 January 2027
LAME GRADE 1/2	\$87,997	\$90,637	\$91,996
LAME GRADE 3	\$93,575	\$96,382	\$97,828
LAME GRADE 4	\$108,878	\$112,144	\$113,827

7.4 Type Licences

7.4.1 A new Employee will be employed at the Grade corresponding to his/her qualifications.

7.4.2 General provisions

(a) As part of the conditions of employment, an Employee will be required to satisfactorily complete training and attain licence rating and/or conversion training in accordance with Clause 8 as required by SSA.

(b) Once an Employee has been allocated to a grade, the Employee cannot be reduced from that grade. Provided that consideration will be given to a reduction in an Employee's grade where there has been a CASA reduction of qualifications for an Employee, or the Employee is not willing to exercise the skills required in the definition of his/her grade or, where qualified, the grades below them.

7.4.3 Aircraft rating

(a) From the first full pay period on or after 1 January 2025, each aircraft rating for an aircraft operated and maintained by Eastern or Sunstate Airlines will attract a weekly aircraft rating payment as set out in Table 4 provided that the maximum number of aircraft rating payments for aircraft operated and maintained by Eastern or Sunstate Airlines will not exceed three (3).

TABLE 4 – Aircraft Rating Payment

1 January 2025	1 January 2026	1 January 2027
\$80.50	\$82.92	\$84.16

(b) Where a licence becomes redundant as a result of the replacement of an aircraft type with a new aircraft type (or new aircraft types are replaced by subsequent aircraft types) an employee will not suffer a reduction in wages. However, employees who have not already been required to acquire the necessary categories for the new aircraft type will be required to acquire the necessary licence, in the same category as the licence(s) the employee previously held. The previous category licence will be considered as redundant and the new licence in the same category will replace the redundant licence.

(c) In the event that SSA or Eastern no longer operates an aircraft type which attracts an aircraft rating payment no employee will experience a reduction in wages. However, future agreement wage increases will be absorbed until the employee is promoted to a higher grade or becomes eligible for another aircraft rating payment.

(d) The Aircraft Rating Payment is paid for all purposes.

7.5 Training - to acquire new licences

7.5.1 Training at the request of SSA

(a) An Employee may be required by SSA to undertake training to acquire a new licence(s) in the same category (i.e. for new aircraft type) and/or an additional category. At the satisfactory completion of such required training and attaining licence rating the Employee will be promoted to the relevant grade or receive the relevant aircraft rating (as applicable).

Such training will normally occur where there is a shortage of required licences in any category and/or a new aircraft type is being introduced.

- (b) In accordance with Clause 27 Employees shall make themselves available for all training courses on aircraft operated, maintained or serviced by SSA.

7.5.2 Training at Employee initiative

- (a) An Employee may obtain, of his/her own initiative, qualifications relevant to his/her work.
- (b) Where an Employee obtains qualifications of his/her own initiative SSA may reimburse costs incurred by the Employee in obtaining the qualifications. Reimbursement under this clause is contingent on:
 - (i) the amount of the reimbursement not exceeding \$5,000;
 - (ii) the Employee providing to SSA the details of the qualification sought and the cost of obtaining the qualification before commencing the process of obtaining the qualification;
 - (iii) SSA agreeing to reimburse the amount sought (decisions in relation to reimbursement are at the absolute discretion of SSA) before the Employee commences the process of obtaining the qualification; and
 - (iv) the Employee providing SSA with evidence establishing that the Employee expended the amount for which reimbursement is sought and has obtained the qualification sought.
- (c) An Employee who gains qualifications on his/her initiative will only be promoted to a higher grade or receive the relevant aircraft rating payment (as applicable) where SSA requires the Employee to utilise those qualifications. In other words an Employee may of his/her own initiative acquire new categories, or a licence in the same category, but the Employee will not be paid for the acquisition of those qualifications unless SSA requires the Employee to use them.

7.6 Flexibility and Multi-skilling

7.6.1 Notwithstanding anything contained in this Agreement SSA may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training that may be peripheral or incidental to the work of the Employee. This includes Employees if qualified working at all grades below the grade that the Employee is classified.

7.7 Conditions under which work is performed

7.7.1 No Disabilities Allowances and other conditions of work

- (a) Subject to clause 7.7.2, SSA may require Employees from time to time to work under one or more of the following conditions without payment of any allowances or additional remuneration:
 - (b) Hot, cold, wet, high places
 - (c) Dirty work
 - (d) Confined spaces work
 - (e) Work performed inside aircraft fuel tanks
 - (f) Work with insulwool or other insulating materials
 - (g) Night soil
 - (h) Coffin handling
 - (i) Cleaning and degreasing of aircraft landing gear assemblies
 - (j) Paint stripping of aircraft and components
 - (k) Fibre glass and composite materials.

7.7.2 Disability allowance

- (a) If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the Employees are required to work, Employees will be paid the following allowances from the date of the application:
 - (i) if the construction work involves excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours—\$1.19 per hour; and
 - (ii) if the construction work involves noise and dust to a limited degree due to alterations and/or the removal or installation of plant and machinery and a marked reduction in work space—\$0.66 per hour.
- (b) The date of effect for the allowance will be from the date of the claim subject to substantiating the existence of the disability.

7.8 Tool Allowance

7.8.1 Employees are paid a tool allowance which is included in the base rate of pay.

7.9 Radio operator's certificate and/or airside drivers authority

7.9.1 At the request of SSA and at the time and place nominated by SSA any Employee covered by this Agreement may be required to obtain a radio operator's certificate and/or airside drivers authority to access aircraft taxiways and conduct aircraft towing and pushback operations. Duly qualified Employees will exercise the privileges of these qualifications in the performance of their duties when required by SSA. The base rates of pay take into account these requirements and no further allowances will be paid for these qualifications and/or the performance of these duties.

7.9.2 An Employee who was exercising the privileges of a Radio Operators Certificate of Proficiency or equivalent before 29 January 2016 will continue to be paid the allowance in accordance with Clause 7.13.2(j).

7.9.3 Employees shall not be entitled to any additional payment for working under any or all of the conditions specified in this Clause.

7.10 Customer Aircraft Payment

"Customer Aircraft" means any aircraft type which is not operated by SSA or Eastern but is maintained by SSA.

7.10.1 A LAME who has a licence for a Customer Aircraft and is required by SSA to carry out maintenance, administrative requirements and exercise certification privileges on that Customer Aircraft will be paid a weekly allowance as follows. For the avoidance of doubt, the payments are not cumulative (i.e. LAMEs with two or more licences for a Customer Aircraft will only receive the Two or more Customer Aircraft Payment rate).

Customer aircraft type	From the first full pay period on or after 1 January 2024	From the first full pay period on or after 1 January 2025	From the first full pay period on or after 1 January 2026	From the first full pay period on or after 1 January 2027
One	\$157.59	\$162.32	\$167.19	\$169.70
Two or more	\$315.18	\$324.64	\$334.37	\$339.40

7.10.2 Should SSA no longer require a LAME to exercise their certification privileges on a Customer Aircraft, SSA will provide the LAME with 90 days' notice that it ceases to require certification with respect to that aircraft. At the conclusion of the notice period the applicable Customer Aircraft Payment will cease to be paid. For the avoidance of doubt, if an employee receives:

- (a) the One type Customer Aircraft Payment and it applies to the Customer Aircraft type no longer serviced by SSA, the Customer Aircraft Payment will cease to be paid after the 90 days' notice; or

- (b) the Two or more type Customer Aircraft Payment they will revert to the One type Customer Aircraft Payment where a LAME continues to be required to exercise their certification privileges for a Customer Aircraft type required by SSA.
- 7.10.3 Should SSA or Eastern commence operating a customer aircraft type, the Customer Aircraft Payment relevant to that aircraft type would cease to be paid and the LAME will be paid in accordance with clause 7.2 or 7.3 (as applicable) and clause 7.4.3.
- 7.10.4 In order to facilitate the efficient and cost effective performance of the customer's work, employees who are required to perform work on the customers' aircraft may be subject to a separate roster (that is, separate from the roster otherwise applicable to the employee or to the work location at which the employee is based). Such roster changes will be determined in accordance with the provisions of this Agreement.
- 7.10.5 An employee may be required by SSA to undertake training to acquire a new licence for a Customer Aircraft in the same category (i.e. for new aircraft type) and /or an additional category. At the satisfactory completion of such required training and attaining licence rating the employee will be paid in accordance with the relevant Customer Aircraft Payment rate.
- 7.10.6 The Customer Aircraft Payment shall be paid for all purposes under this Agreement while an employee is receiving it.
- 7.11 Aircraft-Maintenance Engineers (AMEs) and Trades Assistants
- 7.11.1 Annual wage rates from the first full pay period on or after the dates below.
- 7.11.2 These annual rates of pay are intended to cover entitlements that might otherwise be due to an AME or Trades Assistant under any Modern Award that may apply to their employment, including but not limited to:
- (a) Base salary for ordinary hours worked;
 - (b) Tool allowance;
 - (c) Wet places allowance;
 - (d) Fuel tanks allowance; and
 - (e) Fibre glass allowance.

Classification	On commencement	1 January 2025	1 January 2026	1 January 2027
AME 1	\$60,471.58	\$62,285.73	\$64,154.30	\$65,116.60
AME 2	N/A	\$64,414.04	\$66,346.46	\$67,341.66
AME 3	N/A	\$65,036.42	\$66,987.52	\$67,992.33
AME 4	N/A	\$66,078.93	\$68,061.30	\$69,082.22

- 7.11.3 Subject to clause 7.11.4, an AME 1 will progress to AME 2, on acquisition of the relevant skills as set out in clause 4. Progression from AME 2 to AME 3 will occur after one year's service at AME 2. Progression from AME 3 to AME 4 will occur after one year's service at AME 3.

- 7.11.4 Any AME who was employed by SSA prior to the commencement of the Agreement and who has at least 3 years of service with SSA as at 1 January 2025 will progress to AME 4 from the first full pay period after 1 January 2025.

Classification	On commencement	1 January 2025	1 January 2026	1 January 2027
Trades Assistant 1	\$50,465.42	\$51,979.38	\$53,538.76	\$54,341.84
Trades Assistant 2	N/A	\$53,538.76	\$55,144.92	\$55,972.10

- 7.11.5 Progression from Trades Assistant 1 to Trades Assistant 2 will occur after one year's service at Trades Assistant 1.

7.12 Apprentices

- 7.12.1 The minimum weekly rates of wages for apprentices will be a percentage of the ordinary weekly wage rate prescribed in clause 7.11 for an AME Grade 1.

Apprentices less than 21 years of age	
First year	50%
Second year	60%
Third year	75%
Fourth year	88%
Apprentices 21 years of age or over	
First year	70%
Second year	75%
Third year	82%
Fourth year	89%

- 7.12.2 The total wages of apprentices shall be calculated to the nearest 100, any broken part of 100 in the result less than so to be disregarded.

- 7.12.3 No apprentice will be required to work overtime or shift work at times which would prevent the employee's attendance at technical school as required by any applicable laws.

7.13 Additional Rates Of Pay

- 7.13.1 From 9 December 2003, the following allowances in Clause 7.13 and first aid will only be paid when required by SSA and not when just obtained by the Employee. However, once SSA requires the Employee to use the skill associated with that allowance, the allowance will be paid permanently. This change does not apply to any allowance that Employees are receiving as at 9 December 2003.

- 7.13.2 For each appointment, authority or approval held by an Employee and which he/she is required to use, the following additional payments shall be made per week (with the exception of Overhaul Test Facility) from the first full pay period on or after the dates below.

- (a) An Employee appointed by SSA as a Duty Maintenance Supervisor:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per week)	\$276.84	\$285.15	\$293.70	\$298.11

- (b) An Employee appointed by SSA as a Shift Supervisor:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per week)	\$138.42	\$142.57	\$146.85	\$149.05

- (c) An Employee appointed by SSA as a Leading Hand at the Brisbane line maintenance engineering base or Outposts:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per week)	\$53.13	\$54.72	\$56.37	\$57.21

- (d) Employee exercising the privileges of a weight control authority under CAO100.28:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per week)	\$71.34	\$73.48	\$75.68	\$76.82

- (e) Employee exercising the privileges of an appointed signatory under CAO 104.1.3.2:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per week)	\$25.37	\$26.13	\$26.92	\$27.32

- (f) An Employee exercising the privileges of a non-destructive testing authorisation under CAO 100.27:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per week)	\$13.73	\$14.14	\$14.57	\$14.78

The sum of each payment will not exceed:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per week)	\$38.36	\$39.51	\$40.70	\$41.31

- (g) An Employee exercising the privileges of a welding authority under CAO 100.25:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per week)	\$34.43	\$35.46	\$36.53	\$37.07

- (h) An Employee exercising the privileges of a taxing approval:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per week)	\$13.73	\$14.14	\$14.57	\$14.78

- (i) An Employee in control of an engine overhaul test facility:

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per day)	\$7.03	\$7.24	\$7.46	\$7.57

- (j) An Employee who was exercising the privileges of a Radio Operators Certificate of Proficiency or equivalent before 29 January 2016 will receive the following allowance. This payment shall not be included in any calculation of an Employee's hourly rate.

	On commencement	1 January 2025	1 January 2026	1 January 2027
Additional Rate (per day)	\$9.69	\$9.98	\$10.28	\$10.43

8. CIVIL AVIATION SAFETY REGULATIONS (CASR) PART 66 LICENCE CONVERSION - DEFINITIONS AND INTERPRETATION

- 8.1 For the purposes of this Clause 8, and notwithstanding any regulatory changes during the life of this Agreement, a "full B1" means a B1 licence that is not restricted by any of the following exclusions:
- 8.1.1 E1 (exclusion electrical systems); or
 - 8.1.2 E4 (exclusion electrical sub systems of mechanical, powerplant or structural systems), or
 - 8.1.3 E5 (exclusion instrument sub systems of mechanical, powerplant or structural systems); or
 - 8.1.4 E12 (if the Employee has this exclusion and SSA requires it to be removed).
- 8.2 For the purposes of this Clause 8, and notwithstanding any regulatory changes during the life of this Agreement, a "full B2" means a B2 licence that is not restricted by any of the following exclusions:
- 8.2.1 E1 (exclusion electrical systems); or
 - 8.2.2 E4 (exclusion electrical sub systems of mechanical, powerplant or structural systems); or
 - 8.2.3 E5 (exclusion instrument sub systems of mechanical, powerplant or structural systems); or
 - 8.2.4 E7 (exclusion instrument aspects of avionic systems); or
 - 8.2.5 E8 (exclusion radio aspects of avionic systems).
- 8.3 EASA Conversion Allowance means the all-purpose allowance referred to in Clause 8.5 and set out in Table 1 of Clause 8.5.
- 8.4 EASA Recognition Allowance means the all-purpose allowance as provided in Clause 8.6.
- 8.5 EASA Conversion Allowance
- 8.5.1 Subject to Clause 8.5.2, where, after the date of operation of this Agreement, SSA nominates the conversion of a current LAME's license into the initial full B1 CASR Part 66, remuneration for completing the training is contained in Table 1 of Clause 8.5.
 - 8.5.2 Where, after the date of operation of this Agreement, SSA nominates the conversion of a current LAME's license into the initial full B1 CASR Part 66 the amounts identified in Table 1 of Clause 8.5:
 - (a) will be paid as - EASA Conversion Allowances and be paid for all purposes;
 - (b) subject to Clause 8.5.2(c) below, will be paid retrospectively back to the date that the LAME completed the conversion training undertaken at the request of SSA (but will be payable from the first full pay period on or after the LAME commences exercising the privileges and authorities under the full B1 license);
 - (c) in exceptional circumstances for which SSA cannot reasonably be held responsible which give rise to a significant delay between the completion of the conversion training and the LAME first commencing to exercise certification privileges utilising the conversion training, SSA may seek agreement with the ALAEA to not make payment retrospectively or to reduce the period of retrospectivity provided for in the dot point above. If the parties cannot reach agreement on this matter it will be resolved in accordance with Clause 25.
 - 8.5.3 The EASA Conversion Allowance will only be payable in respect of one licence conversion per LAME. That is, the conversion of a LAME's second licence or additional licences to full B1 will not attract an additional or accumulative payment or allowance under Clauses 8.5 or 8.6.
 - 8.5.4 At SSA's absolute discretion, a nominated Avionics LAME (B2) may be required to obtain a full B2/B1 license on the same aircraft type. If this is the case, the

Avionic Conversion will attract payment of the allowance specified in Table 1. This allowance is payable in respect of the first full B2/B1 licence only and will not be payable in connection with any additional type licences obtained by the LAME. That is, the conversion of a LAME's second licence or additional licences to full B2/B1 will not attract an additional or accumulative payment or allowance under Clause 8.5 or 8.6.

8.5.5 Where SSA does not nominate the conversion of a current LAME's license into the initial full B1 CASR Part 66 and an Employee of his/her own volition undertakes conversion training, the amounts identified in Table 1 of Clause 8.5:

- (a) will be payable from the first full pay period on or after the LAME is required, at SSA's absolute discretion, to commence exercising the privileges and authorities under the full B1 licence;
- (b) will be paid as an EASA Conversion Allowance and be paid for all purposes; and
- (c) will only be payable in respect of one licence conversion per LAME. That is, the conversion of a LAME's second licence or additional licences to full B1 will not attract an additional or accumulative EASA Conversion Allowance.

TABLE 1

Future Classification	Rate of allowance first full pay period on or after 1 January 2023	Rate of allowance first full pay period on or after 1 January 2024	Rate of allowance first full pay period on or after 1 January 2025	Rate of allowance first full pay period on or after 1 January 2026	Rate of allowance first full pay period on or after 1 January 2027
Full B1 licensed LAME	\$88.66	\$88.66	\$91.32	\$94.06	\$95.47
Full B2/B1 licensed LAME	\$88.66	\$88.66	\$91.32	\$94.06	\$95.47

8.6 EASA Recognition Allowance

8.6.1 From the first full pay period on or after the approval of the Agreement by the FWC, all LAMEs will be paid an EASA Recognition Allowance. This Allowance is incorporated into the classification rates of pay in Table 1 of Clause 7.

8.6.2 Any EASA Conversion Allowance paid to a LAME under Clause 8.5 will be paid in addition to the EASA Recognition Allowance paid under this Clause 8.6.

9. ALLOWANCES

9.1 Higher Duties Allowance

9.1.1 If an Employee is required to perform a higher class of work in any day or shift the Employee must be paid for the whole day or shift at the higher rate of pay.

9.1.2 If an Employee is required to perform a lower class of work for ordinary hours in any day or shift, the Employee must be paid for the whole day or shift at the Employee's normal rate of pay.

9.2 Transport or Transport Allowance

9.2.1 Employees, when employed as a shift worker at airports on an ordinary shift which commences or finishes after 1900 hours and before 0700 hours, shall receive a transport allowance (per shift) as set out in the table below from the first full pay period on or after the dates in the table:

	Rate of allowance first full pay period on or after 1 January 2023	Rate of allowance first full pay period on or after 1 January 2024	Rate of allowance first full pay period on or after 1 January 2025	Rate of allowance first full pay period on or after 1 January 2026	Rate of allowance first full pay period on or after 1 January 2027
Transport allowance (per shift)	\$8.57	\$8.57	\$8.83	\$9.09	\$9.23

9.2.2 The said transport allowance shall also apply to all Employees at airports who by working overtime immediately before or after an ordinary rostered shift or ordinary hours as the case may be actually commence or finish work after 1900 hours and before 0700 hours.

9.2.3 The Transport Allowance shall not be included in an Employees base rate of pay.

9.3 Use of Private Motor Vehicle

9.3.1 No Employee shall be required to use his/her private motor vehicle on SSA business unless he/she so desires.

9.3.2 Where an Employee agrees to use their private motor vehicle for SSA's purposes, the Employee shall be paid an allowance of \$0.78 per kilometer.

9.4 First Aid Allowance

9.4.1 An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John's Ambulance or similar body and is appointed by SSA to perform first aid duty shall be paid a weekly allowance as set out in the table below from the first full pay period on or after the dates in the table:

	Rate of allowance first full pay period from commencement	Rate of allowance first full pay period on or after 1 January 2025	Rate of allowance first full pay period on or after 1 January 2026	Rate of allowance first full pay period on or after 1 January 2027
First aid allowance (per week)	\$16.72	\$17.22	\$17.74	\$18.00

9.4.2 An Employee appointed to render first aid in accordance with this Clause shall be identified by an easily recognisable badge on his/her uniform, and will be required to undertake special tasks as required by SSA.

9.4.3 The First Aid Allowance shall not be included in an Employee's base rate of pay.

9.5 Tool Allowance

9.5.1 Employees are paid a tool allowance which is included in the base rate of pay.

9.5.2 The purpose of the allowance is for supplying and maintaining tools ordinarily required in the performance of his/her work as a tradesperson.

9.5.3 Notwithstanding Clause 9.5.1 hereof, SSA shall provide for the use of tradespersons all necessary power tools, special purposes tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel, molten metal and similar hard metals.

9.5.4 A tradesperson shall replace or pay for any tools supplied by SSA if lost through his/her negligence.

9.5.5 Where facilities exist SSA shall provide secure storage for Employees' tool boxes, during non-working hours.

9.6 Trainer Allowance

Where an Employee has a Certificate IV training qualification and is required by SSA to conduct training, he/she will receive a weekly allowance. This allowance is a flat payment and is not included in the Employee's base rate of pay and does not apply for all purposes under this Agreement. From the first full pay period on or after the dates in the table below the Trainer Allowance under this clause will be:

	Rate of allowance first full pay period on or after 1 January 2023	Rate of allowance first full pay period on or after 1 January 2024	Rate of allowance first full pay period on or after 1 January 2025	Rate of allowance first full pay period on or after 1 January 2026	Rate of allowance first full pay period on or after 1 January 2027
Trainer allowance (per week)	\$41.52	\$41.52	\$42.77	\$44.05	\$44.71

9.7 "A" Category Company Authorisations

9.7.1 An AME who has an "A" license and a company authorisation to authorise under an "A" License and is required to authorise under that authorisation will be paid a weekly allowance in accordance with the following.

9.7.2 From the first full pay period after the dates in the table the allowance provided in this clause will be:

Category	Rate of allowance first full pay period on or after 1 January 2023	Rate of allowance first full pay period on or after 1 January 2024	Rate of allowance first full pay period on or after 1 January 2025	Rate of allowance first full pay period on or after 1 January 2026	Rate of allowance first full pay period on or after 1 January 2027
AME Tier A1 (per week)	\$68.35	\$68.35	\$70.40	\$72.51	\$73.60
AME Tier A2 (per week)	\$82.03	\$82.03	\$84.49	\$87.03	\$88.33
AME Tier A3 (per week)	\$95.70	\$95.70	\$98.57	\$101.53	\$103.05

9.7.3 A LAME who holds an "A" license Issued by CASA will not be eligible to receive the allowances under this Clause 9.7 nor any other additional payment in respect of that "A" licence.

9.7.4 Employees required to authorise under a Company Authorised AME Tier A1, AME Tier A2 or AME Tier A3 license will perform the duties prescribed in the table below:

AME Tier A1	Description
Minor Maintenance	<ul style="list-style-type: none"> > Pre-Flight Inspections (Including servicing oil levels and tyre pressures) > Daily inspections and Ramp Service Checks (including servicing oil levels and tyre pressures) > Replacement of Propeller erosion blade tapes > Replacement of airframe erosion tapes and coatings

	<ul style="list-style-type: none"> > ETOPS Pre-Flight inspections (including servicing oil levels and tyre pressures) > Replacement of Passenger and Crew Seals, Covers, Cushions. > Replacement of Passenger and Crew Seat Belts and Harnesses > Replacement of Cabin floor carpets and floor coverings > Closing of cowlings and re fitment of Quick Access Inspection Panels and Doors > Application of Rain Repellent > MEL Applications > CDL Applications
AME Tier A2	Description
Minor Scheduled Line Maintenance	<ul style="list-style-type: none"> > Replacement of Wheel Assemblies > Replacement of Brake Assemblies
Simple Defect Rectification	<ul style="list-style-type: none"> > Replacement of Emergency Equipment > Replacement of Ovens, Water Heaters, Urns > Replacement of Internal and External Lights, Filaments, Lenses and Flash Tubes > Replacement of Windscreen Wiper Blades > Replacement of Toilet Systems components > Servicing of Toilets and Potable water systems > Service of Landing Gear Struts (fluid and gases) > Cleaning and treating of airframe deice boots
AME Tier A3	Description
Minor Scheduled Line Maintenance & Simple Defect Rectification	<ul style="list-style-type: none"> > Replacement of Static Wicks > Replacement of Main and Auxiliary Batteries > Replacement of Emergency Battery Packs > Replacement of in-flight entertainment system components (other than public address system) > Routine lubrication and replenishment of system fluids and gasses. Includes oxygen, nitrogen, hydraulic and air-conditioning fluids > Lubrication of Landing Gear components and Assemblies > Simple repair of and replacement of internal doors and placards > Simple repair and replacement of overhead storage compartment doors and cabin furnishing items > Replacement of cargo compartment liners and sealing tapes > Re fuelling and De fuelling of Aircraft > Replacement of any other component Approved by CASA as a Simple Task

Note: Authorisation for the tasks set out in the table above as AME Tier A1, AME

Tier A2, AME Tier A3 tasks may be undertaken on any aircraft type operated, or serviced for customers, by SSA.

The tasks set out in the table above include any tasks associated with the prescribed tasks.

- 9.8 Payment of authorising allowances
- 9.8.1 The allowances provided for in Clause 9.7 are paid for "all purpose".
- 9.8.2 An AME may hold separate Company Authorisations for AME Tier 1A, AME Tier 2A, AME Tier 3A tasks but only one allowance under this Clause will apply. In these circumstances where more than one authorisation is held by the AME and the AME is required to authorise under more than one authorisation, the authorisation that attracts the highest allowance rate will be paid.

10. CONSULTATIVE MECHANISMS

- 10.1 The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of SSA, and to enhance the career opportunities and job security of the Employees.
- 10.2 Consistent with the objectives of Clause 10.1, consultative mechanisms shall be implemented concerning the organisation and performance of work at the individual enterprise. The form, structure and method of implementing such consultative mechanisms shall be determined by agreement between SSA, the Employees covered by this Agreement, and, if requested by an Employee, a Union representative.
- 10.3 Measures raised by SSA, Employees, or, where requested by an Employee, a Union representative, for consideration consistent with the objectives of Clause 10.1 shall be processed through the consultative mechanisms established under Clause 10.2.

11. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 11.1 Employer to notify:
- 11.1.1 Where SSA has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees. SSA must notify the Employees who may be affected by the proposed changes and their representatives, if any.
- 11.1.2 **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 11.2 Employer to discuss change:
- 11.2.1 SSA must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in Clause 11.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 11.2.2 The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in Clause 11.1.
- 11.2.3 For the purposes of such discussion, SSA must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that SSA is not required to disclose confidential or commercially sensitive information the disclosure of which would be contrary to its interests.
- 11.3 For the avoidance of doubt, Employees who may be affected by the proposed changes are entitled to be represented throughout this process.

12. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

- 12.1 Where SSA proposes to change an Employee's regular roster or ordinary hours of work, SSA must consult with the Employee or Employees affected and their representatives, if any about the proposed change.
- 12.2 SSA must:
 - 12.2.1 provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - 12.2.2 invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - 12.2.3 give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- 12.3 The requirement to consult under this Clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- 12.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- 12.5 SSA is not required to disclose confidential or commercially sensitive information to the relevant Employee or Employees.
- 12.6 For the avoidance of doubt, an Employees affected by the change is entitled to be represented throughout this process.

13. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 13.1 SSA and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 13.1.1 the agreement deals with 1 or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading; and
 - 13.1.2 the arrangement meets the genuine needs of SSA and the Employee in relation to 1 or more of the matters mentioned in Clause 13.1.1; and
 - 13.1.3 the arrangement is genuinely agreed to by SSA and the Employee.
- 13.2 SSA must ensure that the terms of the individual flexibility arrangement:
 - 13.2.1 are about permitted matters under section 172 of the FW Act; and
 - 13.2.2 are not unlawful terms under section 194 of the FW Act; and
 - 13.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 13.3 Except as provided in clause 13.4.3, an agreement must not require the approval or consent of a person other than the employer and the Employee.
- 13.4 SSA must ensure that the individual flexibility arrangement:
 - 13.4.1 is in writing; and
 - 13.4.2 includes the name of SSA and the Employee; and
 - 13.4.3 is signed by SSA and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee, and
 - 13.4.4 includes details of:

- (a) the terms of the Agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- 13.4.5 states the day on which the arrangement commences.
- 13.5 SSA must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to:
- 13.6 SSA or the Employee may terminate the individual flexibility arrangement:
- 13.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 13.6.2 if SSA and the Employee agree in writing - at any time.
- 13.7 In accordance with clause 3.1 above, requests for flexible working arrangements will be dealt with in accordance with the NES.

14. HOURS OF DUTY - DAY WORK

- 14.1 The ordinary hours of day work shall be an average 38 per week worked in any eight week cycle between the hours of 0600 and 1800 Mondays to Fridays inclusive.
- 14.2 Employees shall receive an unpaid meal break of not less than half an hour and not more than 1 hour which shall be taken at any time up to 5 hours of commencing ordinary work, plus one morning tea break of 15 minutes duration which is to be counted as time worked.
- 14.3 An Employee shall be granted at least ten hours free of duty between periods of duty or be paid at overtime rates until such time off is granted.

15. HOURS OF DUTY-SHIFT WORK

- 15.1 For the purposes of this Clause, the following definitions shall apply:
- 15.1.1 "Early morning shift" means a shift which commences not earlier than 0500 but prior to 0600.
 - 15.1.2 "Day shift" means a shift which commences at 0600 or later but finishes at or before 1800.
 - 15.1.3 "Afternoon shift" means a shift finishing after 1800 but not later than midnight.
 - 15.1.4 "Night shift" means a shift, which finishes after midnight but before 1300.
- 15.2 Shift workers shall be paid the following shift loadings and allowances:
- 15.2.1 All shifts worked on Saturday - time and a half.
 - 15.2.2 All shifts worked on Sunday - double time (with a minimum payment of four hours).
 - 15.2.3 All shifts worked on Public Holidays as defined in Clause 18.1 (with the exception of Christmas Day (25 December) and Good Friday) - double time.
 - 15.2.4 All shifts worked on Christmas Day (25 December) and Good Friday - double time and a half (or as otherwise provided in Clause 18).
 - 15.2.5 All shifts worked Monday 0001 hours to Friday 2359 hours:

(a)	Early morning shift	15% extra
(b)	Afternoon shift	15% extra
(c)	Night shift	22.5% extra

- 15.2.6 All afternoon and night shifts on weekends and Public Holidays, extra allowance per shift set out in the table below. From the first full pay period after the dates in the table below the allowance provided in this clause will be:

	Rate of allowance first full pay period on or after 1 January 2023	Rate of allowance first full pay period on or after 1 January 2024	Rate of allowance first full pay period on or after 1 January 2025	Rate of allowance first full pay period on or after 1 January 2026	Rate of allowance first full pay period on or after 1 January 2027
Extra allowance (per shift)	\$14.69	\$14.69	\$15.13	\$15.58	\$15.82

- 15.3 A shift worker who:
- 15.3.1 during a period of engagement on shift work, works night shift only;
 - 15.3.2 remains on night shift for a longer period than 4 consecutive weeks; or
 - 15.3.3 works on a night shift which does not rotate or alternate with another shift or with day work so as to give at least one-third of his/her working time off night shift in each roster cycle,
- shall be paid at the rate of single time plus 30% for all time worked during ordinary working hours on such night shift (Monday to Friday).
- 15.4 Flexible Shift Rosters
- 15.4.1 Shift work rosters shall specify the commencing and finishing times of shifts and shall be posted to give at least seven days' notice of any change; provided however, that the shift work roster may be varied without seven days' notice by agreement between SSA and Employees or, where an Employee requests, a Union representative. In the absence of agreement, the shift roster may be changed by seven days' notice of alteration given by SSA to the Employee.
 - 15.4.2 Where any shift worker is required to change his/her position within his/her established shift roster, the Employee shall be given at least two days' notice of the change, or in the absence of such notice, the Employee will be paid for those shifts worked during this period at the rate of double time.
 - 15.4.3 An Employee who is required to transfer to another maintenance base with less than two days' notice, for a period in excess of two days, shall be deemed to have changed his/her roster and shall be entitled to the payments prescribed under Clause 15.4.2 hereof.
- 15.5 Flexible Shift Start Times
- 15.5.1 Shift start times may be varied by SSA where its unscheduled operational needs require, subject to the following:
 - (a) Shift start times may not be varied in excess of 2 hours; and
 - (b) Employees who are requested to change shift start times must be given a minimum of 4 hours' notice of such change.
 - 15.5.2 Where an Employee's shift start time is varied in accordance with this Clause, the Employee shall work the number of hours he/she was originally rostered to work in that shift.
 - 15.5.3 An Employee may request SSA vary his/her shift start time. Such shift start time may only be varied where it is convenient for SSA to do so.
- 15.6 Duty Time
- 15.6.1 Duty time is limited to an absolute maximum of 16 hours continuous in any 24 hour period and is inclusive of overtime. However, Duty Time may be extended by mutual agreement, up to a maximum of 5 hours, where Flight standby time and/or Travelling Time is incurred.
- 15.7 Eight Hour Shift System
- 15.7.1 The ordinary hours of shift work shall not exceed:
 - (a) eight hours in any shift;
 - (b) 80 hours in two roster weeks;

- (c) an average of 152 hours in any 4 weeks cycle.
 - 15.7.2 Shift workers shall be granted in each shift a meal break of not less than twenty minutes' duration plus one tea break of fifteen minutes' duration which shall count as time worked.
 - 15.7.3 The meal break shall be taken within five hours of commencing ordinary shift; provided however, that where an Employee works more than five hours without a meal break, he/she shall be paid at overtime rates until the meal break commences.
 - 15.7.4 Except at the changeover of shifts, an Employee shall not be required to work more than one shift in any one day.
 - 15.7.5 An Employee shall be granted at least ten hours free of duty between periods of duty. If, on the instructions of SSA, such Employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until the Employee is released from duty for such period.
- 15.8 Extended Shift System
- 15.8.1 In lieu of the Eight hour shift system above, the following alternate provision may apply:
 - (a) Ordinary hours of work will be an average of 38 per week to be worked over 304 hours per 8 weeks cycle.
 - (b) Ordinary hours shall not exceed 12 per day and can be worked in any combination by agreement between SSA and Employees and where requested, the Union.
 - 15.8.2 However, in the absence of agreement Clause 15.7 will apply.
 - 15.8.3 To facilitate Clause 15.8, ordinary and related shift penalty payments may be averaged over the shift cycle for pay purposes.
 - 15.8.4 Where an agreement is reached with Employees to average shift penalty payments, the method of calculation of the average shift penalty and any further qualifications shall be the subject of Letters of Agreement. Such an agreement may be reached with Employees, and, where they request, with the Union. The purpose of the averaging is to ensure that Employees receive regularity in amount of payment and not to change the overall quantum of shift payments over the duration of the extended shift arrangements.
 - 15.8.5 Shift workers shall be granted in each shift a meal break of not less than 30 minutes' duration plus two tea breaks of fifteen minutes' duration which shall count as time worked.
 - 15.8.6 The meal break shall be taken within six hours of commencing shift; provided however, that where an Employee works more than six hours without a meal break, he/she shall be paid at overtime rates until the meal break commences.
 - 15.8.7 Except at the changeover of shifts, an Employee shall not be required to work more than one shift in any day.
 - 15.8.8 An Employee shall be granted at least ten hours free of duty between periods of duty, inclusive of travelling time. If, on the instructions of SSA, such Employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until the Employee is released from duty for such period.

16. CHANGE FROM SHIFT TO DAY WORK AND VICE VERSA

- 16.1 For the purpose of meeting the needs of the industry, SSA may require an Employee to transfer from day work to, shift work, or to transfer from shift work to day work, and the Employee shall transfer in accordance with such requirements, However, a shift worker who is temporarily transferred from shift work to day work for a period of less than 28 days shall be deemed to be a shift worker working day shift for all purposes of this Agreement.
- 16.2 Day workers may be employed as and become shift workers for a period of not less than two roster weeks and shall be paid accordingly. However, in the absence of mutual

agreement to transfer from day work to shift work, SSA shall give seven days' notice of any requirement to transfer from day work to shift work.

17. OVERTIME

17.1 Requirement to work reasonable overtime

17.1.1 Subject to Clause 17.1.2, SSA may require an Employee to work reasonable overtime at overtime rates.

17.1.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to Employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by SSA of the overtime and by Employee of his or her intention to refuse it; and
- (e) any other relevant matter.

17.1.3 For the purposes of calculating overtime, hourly rates shall be determined by dividing the appropriate weekly rate by 38.

17.2 Penalty Rates - Day Workers

17.2.1 For all time worked outside ordinary hours the overtime rate shall be time and a half for the first two hours and double time thereafter.

17.2.2 An Employee required to work on a Sunday shall be paid at the rate of double time and must be paid for a minimum of four hours.

17.3 Shift workers

17.3.1 For all time worked outside ordinary hours the overtime rate shall be double time.

17.3.2 A shift worker who is required to work on a Sunday must be paid for a minimum of four hours.

17.4 Meal break/meal money

17.4.1 Where an Employee is required for overtime duty in excess of one hour before the normal starting time in or in excess of one hour after the usual finishing time, the Employee shall be granted a meal break of twenty minutes to be paid at the appropriate overtime rate of pay.

17.4.2 Where an Employee is required to work a further four hours overtime or subsequent four hour periods, the Employee shall be granted a further meal break of 30 minutes at the completion of each such four hours of overtime worked, to be paid at the appropriate overtime rate of pay.

17.4.3 The above meal breaks are not to be used in the calculation of overtime hours.

17.4.4 In addition to Clauses 17.4.1 and 17.4.2 above, the Employee shall be paid an allowance from the first full pay period following the dates as set out below or be provided with a suitable meal for each such meal break.

	Rate of allowance first full pay period from commencement	Rate of allowance first full pay period on or after 1 January 2025	Rate of allowance first full pay period on or after 1 January 2026	Rate of allowance first full pay period on or after 1 January 2027
Meal allowance (per shift)	\$16.81	\$17.31	\$17.83	\$18.10

17.4.5 An Employee working on a recall to duty, provided four hours' actual work is performed, shall be provided with a meal or meals or paid as prescribed in Clause 17.4.4 above. Where an Employee is recalled to work overtime in accordance

with Clause 18.5 of the Agreement and the actual period of overtime worked is four or more hours the Employee is entitled to a meal or meal allowance and a paid meal break in accordance with the following table:

Break Number	Period during which meal break accrues and can be taken	Duration of meal break
	Up to 4 hours	nil
1	After 4 hours and during the 5th hour	20 minutes
2	After 8 hours and 20 minutes	30 minutes
3	After 12 hours 50 minutes	30 minutes

17.5 Rest period after overtime

17.5.1 An Employee who works so much overtime between the termination of his/her ordinary work on one day or shift and the commencement of his/her ordinary work on the next day or shift, that he/she has not at least ten consecutive hours off duty between those times, shall, subject to this Clause, be released after completion of such overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

17.5.2 If, on the instructions of SSA, such Employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until the Employee is released from duty for such period.

18. HOLIDAYS AND SUNDAY WORK

18.1 General

18.1.1 An Employee shall be entitled to Public Holidays as provided for in the NES which will include the following:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (b) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's or King's Birthday and Eight Hours' Day or Labour Day; and
- (c) one additional holiday which shall be: Cup Day (Victoria), August Bank Holiday (NSW), Western Australia Day (WA) Regatta Day (Hobart), Recreation Day (Nth Tasmania) and the appropriate Show Day in other areas or such other day as is generally observed in the locality as a substitute for any of the said days; and
- (d) any additional days declared or prescribed as Public Holidays in a State, Territory or locality.

18.2 Christmas Day, Boxing Day & New Year's Day

18.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December. In relation to full-time Employees whose ordinary hours are regularly rostered to be worked on a Saturday or Sunday, when substitution occurs because Christmas Day falls on a weekend, ordinary hours worked on 25 December will attract an additional loading to the Sunday/Saturday rate of one half of the Employee's ordinary day's wages, and the Employees will also be entitled to the benefit of the substituted Public Holiday.

18.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

18.2.3 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the following Monday.

18.3 Substitution

- 18.3.1 SSA and the Employees may agree to substitute another day for any Public Holiday prescribed in this Clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- 18.3.2 An agreement pursuant to Clause 18.3.1 shall be recorded in writing and be available to every affected Employee.
- 18.3.3 If requested by an Employee, the Union shall be informed of an agreement pursuant to Clause 18.3.1 and may within seven days refuse to accept it. The Union will not unreasonably refuse to accept the agreement.
- 18.3.4 If the Union, pursuant to Clause 18.3.3, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of SSA, the Employees and the Union.
- 18.3.5 If no resolution is achieved pursuant to Clause 18.3.4, SSA may apply to the Commission under the Dispute Settlement Clause.
- 18.4 Payment, etc.
 - 18.4.1 A day worker who is required to work on a Public Holiday shall be paid at the rate of double time and a half for all time worked or that day.
 - 18.4.2 A shift worker who is required to work on a Public Holiday shall be paid at the rate of double time for all time worked on that day, However, (and with the exception of the circumstances outlined in Clause 18.2.1 if this Clause) in the case of Christmas (25 December) and Good Friday, a shift worker shall be paid at the rate of double time and half.
 - 18.4.3 Shift workers who are rostered off on a Public Holiday shall be entitled to their single time rate of pay for that day instead of a day in lieu. Shift workers shall not be entitled to a day off in lieu when rostered off on a Public Holiday.
 - 18.4.4 SSA may, at the request of the Employee, grant a single day off.
 - 18.4.5 Employees required to work on Sundays or Public Holidays shall be paid for a minimum of four hours work.
- 18.5 Recall to duty
 - 18.5.1 Where an Employee is recalled to work overtime he/she shall be paid for a minimum of four hours at the appropriate overtime rate which shall be inclusive of time spent travelling.
 - 18.5.2 Overtime worked in the circumstances specified in this Clause 18.5.1 shall not be regarded as overtime for the purpose of Clause 17.4 of this Agreement when the actual time worked is less than 4 hours on such recall or on each of such recalls.

19. ANNUAL LEAVE

- 19.1 Entitlement
 - 19.1.1 Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work to 4 weeks annual leave.
 - 19.1.2 For the purpose of the additional week of annual leave provided for in the NES, a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and Public Holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.
 - 19.1.3 Seven-day shift workers are entitled to additional annual leave. The additional annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work. For a full time Employee, the additional annual leave is prorated to 1 additional week of annual leave every 12 months continuous service.
 - 19.1.4 An Employee may apply for annual leave to the extent of the Employee's annual leave credit. Annual leave shall normally be given and taken within twelve months of it becoming due. At least 4 weeks' notice shall be given of the commencement of annual leave, provided that SSA and the Employee may agree that less than four weeks' notice may be given in individual circumstances. Leave may be split into separate periods by mutual agreement between SSA and Employee. A

minimum of 38 hours will normally be granted. SSA will not unreasonably object to an Employee's request to take annual leave.

- 19.1.5 Any Employee who terminates his/her employment or whose employment is terminated by SSA shall be entitled to payment in lieu of annual leave which has accrued but has been untaken.

19.2 Payment for annual leave

19.2.1 An Employee before going on annual leave shall be paid at the rate at which he/she was ordinarily employed prior to the commencement of his/her leave. For a seven-day shift worker annual leave payments shall be the amount which the Employee concerned would have received had he/she worked his/her actual roster but excluding overtime, and penalty payments which the Employee would have received for working on Public Holidays had he/she not proceeded on leave.

19.2.2 An Employee before going on annual leave shall be paid therefore a loading in addition to the payment under Clause 19.2.1 hereof as follows:

- (a) Day worker - an Employee who would have worked on day work only had he/she not been on leave - a loading of 17.5%.
- (b) Shift worker - the payment prescribed in Clause 19.2.1 or a loading of 17.5% in his/her ordinary time rate of pay for the ordinary hours he/she would have worked on the roster, whichever is the greater.

19.3 SSA may apply a system of annual close-down with respect to all or the bulk of Employees in a plant or section thereof in which case at least one month's notice shall be given.

19.4 Annual leave in advance

19.4.1 SSA may allow annual leave to an Employee before the right thereto has fully accrued due, but where the leave is so taken the right to take further annual leave does not occur until at least sufficient annual leave has been accrued to acquit the annual leave debt.

19.4.2 Where annual leave has been granted to an Employee pursuant to this Clause before the right thereto has accrued due, and the Employee subsequently leaves or is discharged from the service of SSA before acquitting the annual leave debt, SSA may deduct the cash equivalent of the unearned leave which amount shall not include any sums paid for any of the holidays prescribed by Clause 18 of this Agreement.

19.4.3 SSA may pay out untaken annual leave under this Agreement subject to the following:

- (a) SSA must not pay out untaken annual leave if it would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- (b) each cashing out of a particular amount of untaken annual leave must be by a separate agreement in writing between SSA and the Employee;
- (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone; and
- (d) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

19.5 Annual leave and Public Holidays

19.5.1 If a Public Holiday as prescribed in this Agreement occurs during a period of annual leave the Employee is taken not to be on paid annual leave on that Public Holiday.

19.5.2 Absences for any of the following reasons shall not be taken into consideration for the purpose of reduction of annual leave:

- (a) leave granted to Employees called as witnesses;
- (b) leave granted for defence purposes to the extent of the first three months of each year of leave so granted;
- (c) leave granted in connection with proceedings before FWC: or

- (d) leave which has been granted on account of personal illness or injury.

20. PERSONAL/CARER'S & COMPASSIONATE LEAVE

20.1 Personal leave

- 20.1.1 A Full Time Employee shall accrue 10 days paid personal/carer's leave for each year of service. Personal/carers leave will accrue progressively according to the Employee's ordinary hours of work.
- 20.1.2 Leave allowable under this Clause and not used by an Employee shall accumulate, including all sick leave credits due at the commencement of these provisions, provided that such leave credit shall not be paid or compensated for on termination of employment.
- 20.1.3 Where an Employee has exhausted all leave allowable with pay he/she may be granted leave without pay.
- 20.1.4 If the period of absence in any one sick leave year is in excess of three days, including any absence in excess of two consecutive days, the Employee must if required by SSA establish by production of a medical certificate or, if provision of a medical certificate is not reasonably practicable a statutory declaration that the Employee was unable to attend for work because of personal illness or injury.
- 20.1.5 An Employee shall notify SSA as soon as reasonably practicable upon becoming sick and shall, as far as possible, state the nature of the illness and estimated period of absence.
- 20.1.6 For the purpose of this Clause "year" shall date from the commencement of service with SSA.
- 20.1.7 Leave under this Clause shall be exclusive of Public Holidays.

20.2 Carer's leave

- 20.2.1 An Employee is entitled to carers leave in accordance with the FW Act. This entitlement is subject to the carer's leave being taken by an Employee to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (a) a personal illness, or injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 20.2.2 Carers leave may be taken for part of a single day.
- 20.2.3 The term "immediate family" as used in this clause 20.2.1 means:
 - (a) a spouse (including former spouse), de facto partner (including former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse (including former spouse) or de facto partner (including former de facto partner) of the Employee.

20.3 Evidence supporting claim

- 20.3.1 The Employee must, if required by SSA, establish by production of a medical certificate or if provision of a medical certificate is not reasonably practicable, a statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

20.4 Notice requirements

- 20.4.1 The Employee must give at least two hours' notice before his or her next rostered starting time unless he or she has a good reason for not doing so.
- 20.4.2 The notice must include:
 - (a) the name of the person requiring care and their relationship to the Employee;
 - (b) the reasons for taking leave; and
 - (c) the estimated length of absence.

- 20.4.3 If it is not practicable for the Employee to give prior notice of the absence, the Employee must notify SSA by telephone at the first opportunity.
- 20.5 Unpaid carer's leave
- 20.5.1 An Employee who has exhausted paid carer's leave is entitled to a period of unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household requires care and support subject to the same requirements as Clause 20.2, as:
- (a) a single, unbroken, period of up to 2 days; or
 - (b) two separate periods of one day each; or
 - (c) any separate periods to which the Employee and SSA agree.
- 20.6 Compassionate leave
- 20.6.1 Employees are entitled to three days paid compassionate leave on each occasion that:
- (a) a member of the Employee's immediate family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies;
 - (b) a child is stillborn (as defined in the FW Act) where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
 - (c) the Employee, or the Employee's spouse or de facto partner (not a former spouse or former de facto), has a miscarriage.
- 20.6.2 For the purpose of this clause 20.6, the term "immediate family" has the same meaning as set out in clause 20.2.3.
- 20.6.3 SSA may require the Employee to provide satisfactory evidence of the matters in clause 20.6.1.
- 20.7 Casual Employees
- 20.7.1 Casual Employees are entitled to unpaid carer's leave and unpaid compassionate leave in accordance with the Act.

21. PAYMENT OF WAGES

- 21.1 Wages will be paid fortnightly by Electronic Funds Transfer to a financial institution nominated by the Employee.
- 21.2 Wages will be paid into the designated account on a pay day nominated by SSA unless unusual circumstances exist (for example, a public or bank holiday).
- 21.3 Employees will be provided with a statement detailing earnings, deductions and amounts deposited to their account each pay.

22. TIME AND WAGES RECORDS

- 22.1 Employees will be provided with a pay slip which complies with SSA's obligations under the FW Act.
- 22.2 SSA shall keep time and wage records which comply with its obligations under the FW Act.

23. UNION REPRESENTATIVES

- 23.1 An Employee appointed by the Union as the Union's representative shall, upon notification thereof to SSA, be recognised as the accredited representative of the Union.
- 23.2 The Employee who has been recognised in accordance with Clause 23.1 as the Union's representative shall, subject to the approval of the relevant manager, be allowed such

reasonable time as is necessary during working hours to interview SSA's representatives on matters affecting Employees whom he/she represents.

24. ACCIDENT AND INCIDENT INVESTIGATION

24.1 Safety Investigation

24.1.1 In the event of an incident or accident requiring an investigation, the investigation shall be conducted in accordance with SSA's safety, accident and incident investigation policies and procedures (the terms of which do not form terms of this Agreement), Employees (and their representatives, if any) involved are required to cooperate with the investigation process.

24.2 Disciplinary Investigation

24.2.1 In the event of an incident or accident which may lead to disciplinary action the investigation shall be conducted in accordance with the applicable Employee standards of conduct, misconduct, investigation and disciplinary policies and procedures and Employees (and their representatives, if any) involved are required to cooperate with, the investigation process.

24.2.2 An Employee may choose to have a representative of his/her choice (including a Union representative) accompany and represent him/her during any meeting or discussion which takes place as part of a formal disciplinary process.

24.2.3 In the event that the Employee is aggrieved with the decision, the matter may be appealed in accordance with Company policy.

24.2.4 Following appeal, if the Employee is still aggrieved with the decision, the matter may be referred to the Commission by either party in accordance with the provisions of the FW Act or Clause 25 of this Agreement.

24.2.5 The decision of the Commission in relation to matters raised under this Clause shall be final and binding.

24.2.6 For the purpose of this Clause, "Disciplinary action" shall mean a penalty which, when imposed, may reduce temporarily or permanently, an Employee's rate of pay, including any allowances and may include dismissal and suspension.

25. SETTLEMENT OF DISPUTES

25.1 In the event of a dispute arising in the workplace about matters arising under this Agreement or in relation to the NES the procedure to resolve the matter will be as follows:

25.2 The Employee and the Employee's supervisor meeting and conferring on the matter.

25.3 If the matter is not resolved at this meeting, the parties to the dispute must arrange for further discussions between the Employee and more senior levels of management.

25.4 If the matter cannot be resolved, it may be referred by either party to the dispute to the Commission for resolution. This does not affect the right of either party to the dispute to take other action to resolve the dispute.

25.5 An Employee may choose to have a representative of their choice, including a Union representative, to represent and support them at any stage of the dispute resolution procedure. Any representative nominated by the Employee pursuant to this dispute resolution procedure will be allowed, at a place designated by SSA, the necessary time during working hours to represent and support the Employee.

25.6 While the parties attempt to resolve a dispute Employees must continue to work as normal in accordance with this Agreement and their contracts of employment unless an Employee has a reasonable concern about imminent risk to safety or health. In this case, an Employee must not unreasonably fail to comply with a direction of SSA to perform other available work, whether at the same or another workplace that was safe and appropriate for the Employee to perform.

25.7 If a dispute is referred to the Commission for resolution, the Commission can take any or all of the following actions as it considers appropriate to resolve the dispute:

25.7.1 convene conciliation conferences of the parties to the dispute or their representatives at which the Commission is present;

- 25.7.2 require the parties to the dispute or their representatives to confer among themselves at conferences at which the Commission is not present;
 - 25.7.3 request, but not compel, a person to attend proceedings;
 - 25.7.4 request, but not compel, a person to produce documents;
 - 25.7.5 where either party to the dispute requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement;
 - 25.7.6 where the matter, or matters, in dispute cannot be resolved (including by conciliation) and one party to the dispute or both request, arbitrate or otherwise determine the matter, or matters, in dispute.
- 25.8 The Commission must follow due process and allow each party to the dispute a fair and adequate opportunity to present their case.
 - 25.9 Any determination by the Commission under Clause 25 must be in writing if either party to the dispute so requests, and must give reasons for the determination.
 - 25.10 Any determination made by the Commission under Clause 25 must be consistent with applicable law and must not require a party to the dispute to act in contravention of an applicable industrial instrument or law.
 - 25.11 Where relevant, and circumstances warrant, the Commission will consider previous relevant decisions of the Australian Industrial Relations Commission, the Commission and the Courts.
 - 25.12 Either party may appeal a determination of the Commission to a Full Bench of the Commission.
 - 25.13 The Commission must not issue interim orders, 'status quo' orders or interim determinations.
 - 25.14 The parties to the dispute are entitled to be represented including by legal representatives, in proceedings pursuant to this dispute resolution procedure.

26. LONG SERVICE LEAVE

- 26.1 The procedures governing applications for the taking of long service leave shall be made available to all Employees.
- 26.2 By mutual agreement long service leave may be taken separately or in conjunction with annual leave.
- 26.3 Subject to Clause 26.4, Long service leave shall be given and taken in accordance with the relevant State or Territory legislation in which the Employee is permanently based at the time of the benefit falling due and shall be paid at base rates of pay.
- 26.4 SSA shall, upon request, grant an Employee with more than 10 years continuous service up to 2 months paid long service leave. Such leave shall be taken at a time mutually agreed between the parties.
- 26.5 Where leave is granted pursuant to Clause 26.4, it shall be deducted from the Employee's long service leave entitlements under the relevant State or Territory legislation.
- 26.6 An Employee with ten or more years' service may be directed by SSA to take long service leave on one month's notice. However, before the Employee can be directed to take long service leave, a discussion must have occurred between the Employee and SSA to determine if a mutually agreed time can be established to take long service leave.
- 26.7 Long service leave will be in accordance with State or Territory legislation and the terms of this Agreement apply in a manner that does not exclude State or Territory legislation (as applicable). Accordingly, State or Territory legislation (as applicable) will continue to apply to the extent that any term of this Agreement is detrimental to an Employee in any respect when compared with State or Territory legislation (as applicable).

27. TRAINING PROVISIONS

- 27.1 Employees shall be allowed time off without loss of pay for the purposes of attending examinations conducted by SSA and/or the Civil Aviation Authority.

- 27.2 An Employee shall not be required to attend for duty on any night shift which immediately precedes an examination. However, the Employee undergoing examinations may be required to accept a shift change to enable this provision to be effective.
- 27.3 Employees shall make themselves available for all training courses on aircraft operated, maintained or serviced by SSA.
- 27.4 An Employee who is required to attend a training course (including the gaining of experience) in Australia shall be paid full salary including all shift allowances and weekend, penalty rates that the Employee would have received had he/she worked his/her normal roster.
- 27.5 Employees attending a training course and/or experience training away from their home base shall be provided with transport by SSA for the following:
- 27.5.1 Travel between the Employee's home and the departure airport, and travel between the arrival airport and the Employee's accommodation on commencement, and vice-versa on the return journey.
- 27.5.2 Travel to and from the Employee's place of accommodation and the place of training.
- 27.5.3 All outward and home bound travel to be at the same priority level.
- 27.6 Where an Employee has been absent overseas for the purpose of training for a period of four weeks or more, he/she shall be entitled to two day's paid resettlement leave.
- 27.7 An Employee who is not based at the port at which the training is being conducted shall, where practicable, be provided with free travel in accordance with SSA procedures to and from his/her home base on weekends where the duration of the course exceeds five days. Such travel shall not attract travelling time payments otherwise applicable under this Agreement.
- 27.8 Training Bond Clause
- 27.8.1 Employees who are required by SSA to complete type training or who are nominated by SSA to have their licence converted into the full B1 CASR Part 66 aircraft type licence in accordance with Clause 8 of this Agreement, may at SSA's absolute discretion be required to enter into a Training Bond per type course or licence conversion training.
- 27.8.2 The Employee will be provided with a separate written Training Bond Agreement for each set of training costs paid for by SSA.
- 27.8.3 The repayment of type training costs will not exceed \$15,000. Provided that where an Employee is not required to undertake Practical Competency Training (PCT), the repayment of these training costs will not exceed \$12,000.
- 27.8.4 The repayment of licence conversion costs will not exceed \$15,000.
- 27.8.5 For the avoidance of doubt, each Training Bond will stand alone in relation to the type course or licence conversion in respect of which it was entered into. For example:
- (a) An Employee who is required by SSA to complete type training (not including PCT) and completes that training on 31 March 2019 would be subject to a Training Bond of \$12,000, which would continue in force in accordance with this Clause until 31 March 2022;
- (b) If that Employee was then nominated by SSA to have his or her licence converted into the full B1 CASR Part 66 aircraft type licence in accordance with Clause 8 of this Agreement, then that licence conversion would be subject to a separate Training Bond in the amount of \$15,000. Provided that where an Employee has already completed and had recognised by CASA theory training at their own expense and SSA is only required to provide practical training for the Employee to convert to a full B1 CASR Part 66 aircraft type licences then that separate training bond would be \$7500. Assuming that the Employee completes the licence conversion training on 31 January 2019 the Training Bond in respect of the licence conversion would continue in force in accordance with this Clause until 31 January 2022.
- 27.8.6 Should the Employee leave the employ of SSA within 3 years from the completion

of the said training as determined by the date of the training certificate, the Employee will repay an amount in accordance with the below table (repayment). Where an Employee leaves the employ of SSA and is subsequently employed by SSA without a break in service, no repayment will be required if the Employee enters into a bond agreement with SSA for the balance of the 3 years.

(a)	Resign within 12 months of completion of training	100%
(b)	Resign between 12 and 24 months of completion of training	50%
(c)	Resign between 24 and 36 months of completion of training	25%

- 27.8.7 SSA and the Employee will agree to an appropriate repayment arrangement prior to termination. Such agreement by SSA and the Employee is to be authorised in writing. Where an Employee is under 18 years of age, the written authorisation must be provided by a parent or guardian. Where no such agreement is reached, the repayment costs will be deducted from the Employee's termination payments (to the extent permitted by law) and where termination payments will not adequately cover the total repayment costs, an appropriate repayment arrangement will be put in place by SSA and advised to the Employee prior to termination.
- 27.8.8 Repayment will not apply in circumstances where the Employee:
- (a) is retrenched; or
 - (b) terminates employment for certified medical reasons.
- 27.8.9 In addition, repayment may be waived by SSA entirely at its discretion on compassionate grounds.
- 27.8.10 A loyalty bonus shall apply to the training cost identified in this Clause 27.8 as follows:
- (a) In the case of Type Training - A 5% reduction in maximum training costs for each completed year of service with SSA. The loyalty bonus will be identified at the time of signing of the Training Bond Agreement; and
 - (b) In the case of conversion of a license to full B1 in accordance with Clause 8 of this Agreement, a 5% reduction in maximum training costs for each completed year of service with SSA up to a maximum of 10 years' service. The loyalty bonus will be identified at the time of signing of the Training Bond Agreement.

28. TRAVEL

28.1 Travel General

- 28.1.1 Where an Employee is required by SSA to travel for duty away from his/her home base, the following provisions shall apply:
- (a) The Employee shall be paid such travelling allowances as set by SSA from time to time or full board and accommodation, of an acceptable standard, shall be provided.
 - (b) The Employee shall be provided with business class travel where available in accordance with SSA's procedures.

28.2 Overseas Travel

- 28.2.1 For the purpose of this Clause, "time spent travelling" shall include all time spent travelling to and from the airport, and all waiting time subsequent to the planned departure time.
- 28.2.2 All time spent travelling (other than as a service engineer) overseas on a normal working day shall be compensated by time in lieu for those hours in excess of the normal daily hours. A person travelling overseas on a day off shall receive time in lieu for all time spent travelling on the day off.
- 28.2.3 Such time off may be taken by mutual agreement between the Employee and SSA, on arrival at the overseas destination or on return to home base.

- 28.2.4 In the case of shift workers travelling, SSA and Employee may agree to continue payment in accordance with the Employee's existing shift roster as an alternative to the provision of days in lieu provided by this Clause.
- 28.3 Travel within Australia
- 28.3.1 This Clause shall apply to Employees who are required by SSA to travel within Australia for duty away from their home base, in situations where such duty extends beyond their rostered working hours for that period.
- 28.3.2 For the purpose of this Clause time spent travelling shall include all time spent travelling to and from the airport, and all waiting time subsequent to the planned departure time. It shall be limited to travel within Australia.
- 28.3.3 Except as otherwise provided for in this Clause time spent travelling shall be paid for at ordinary time rates of pay.
- 28.4 Travelling time for Training purposes
- 28.4.1 Travel during rostered working hours shall be paid for at the appropriate working time rate.
- 28.4.2 Travel outside normal rostered hours shall be paid for at the ordinary time rate of pay if SSA has provided the Employee with 72 hours' notice of intended travel requirements.
- 28.4.3 Short notice travel of less than 72 hours shall be paid for at the appropriate penalty rate.
- 28.4.4 SSA will endeavour to provide the Employee with a ten-hour break prior to returning to his/her home base. Where the Employee is not provided with a ten-hour break, travelling time shall be paid for at overtime time rates of pay. Travel without a ten-hour break must be approved by SSA.
- 28.5 Relief duty
- 28.5.1 Where an Employee receives less than two days' notice to take up relief duty away from his/her home base, time spent travelling shall be paid for at the appropriate penalty rate. Where an Employee receives two or more days notice, payment shall be at ordinary time rate of pay.
- 28.5.2 For the purpose of this Agreement time spent travelling shall not be included in the Employee's ten-hour break between periods of duty.
- 28.6 Service Engineer
- 28.6.1 Where a LAME is required to travel as a service engineer on any aircraft, the following allowances and conditions shall apply:
- (a) Payment shall be made at single time Monday to Friday and appropriate penalties for Saturday and Sunday and Public Holidays, In addition, where a LAME works on a day on which he/she would have been rostered off, he/she shall be granted one day off without loss of pay for each such day on his/her return to home base.
 - (b) The LAME shall be provided with full board and accommodation of a standard offered to the other crew members.
 - (c) In the case of shift workers travelling SSA and Employee may agree to continue payment in accordance with the Employee's existing shift roster as an alternative to the provision of days in lieu provided by this Clause.
- 28.7 Maintenance (including rectification, checks and services)
- 28.7.1 Travel during rostered working hours shall be paid for at the appropriate working time rate.
- 28.7.2 Travel outside normal rostered hours shall be paid for at the ordinary time rate of pay if SSA has provided the Employee with 72 hours' notice of intended travel requirements.
- 28.7.3 Short notice travel of less than 72 hours shall be paid for at the appropriate penalty rate.

28.7.4 SSA will endeavour to provide the Employee with a ten-hour break prior to returning to his/her home base. Where the Employee is not provided with a ten-hour break, travelling time shall be paid for at overtime time rates of pay. Travel without a ten-hour break must be approved by SSA.

29. CLOTHING

29.1 All Employees shall be provided with appropriate uniforms, and where required other protective clothing which shall be provided by SSA free of cost. Employees shall be responsible for the cleaning and maintenance of such uniforms.

30. NOTICE BOARD

30.1 SSA shall permit a notice board of reasonable dimensions to be erected within the establishment to facilitate communication between Employees and/or their Union representative. Such notice/s, which are posted shall be signed and dated by an Employee or official of the Union and by the representative positing it/them and any notice not so signed and dated may be removed by SSA or the Union representative.

31. AMENITIES

31.1 SSA shall provide Employees with amenities of a standard not less than that of the appropriate State legislation or as agreed between the parties.

32. DAYLIGHT SAVING

32.1 Where by reason of State or Territory legislation there is a movement in time for reason of daylight saving having commenced, or concluded, an Employee is to be paid for the number of hours that they have actually worked, by reference to the ordinary measurement of hours and minutes and not by reference to any clock that has changed during the duration of the Employee's shift by reason of State or Territory legislation.

33. TRANSMISSION OF BUSINESS

33.1 Where a business is before or after the date of this Agreement transmitted from SSA (in this Clause called "the transmitter") to another Employer (in this Clause called "the transferee") and an Employee of the transmitter in that business becomes an Employee of the transferee:

33.1.1 the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission, and

33.1.2 the period of employment which the Employee has had with the transmitter shall be deemed to be service of the Employee with the transferee.

33.2 In this Clause "business" includes trade, process, business of occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

34. REDUNDANCY

34.1 Definitions

34.1.1 In this Clause:

(a) "Employee" means a person who has been employed on a full-time or part-time basis for a continuous period of one year or more, and does not include persons employed on a casual or temporary basis, or persons engaged for a specified period of time or to perform a specified task.

(b) "Week's pay" means the ordinary time rate of pay for the Employee concerned.

34.2 Statement of intent

34.2.1 SSA recognises the concern expressed by the Union relating to job security and

will seek to ensure that job security is maintained.

34.2.2 SSA agrees that retrenchments shall not be declared until such time as all aspects of such retrenchments have been discussed in accordance with Clause 34.3.

34.2.3 In the event that retrenchments are inevitable, regard will be given to the principles of:

- (a) retaining a skill and experience balance within areas of employment in each employment category;
- (b) no discrimination against Employees;
- (c) preference of employment to retrenched Employees.

34.2.4 SSA shall take reasonable steps to arrange or assist in obtaining suitable alternative employment for Employees who would otherwise be retrenched.

34.3 Discussions before terminations

34.3.1 Where SSA has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, SSA shall hold discussions with the Employees directly affected and where an Employee requests, a representative of his or her choice (including a Union representative).

34.3.2 The discussions shall take place as soon as is practicable after SSA has made a definite decision which will invoke the provision of Clause 34.3.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.

34.3.3 For the purposes of the discussion SSA shall, as soon as practicable, provide to the Employees concerned and where the Employees request, their representatives (including a Union representative) all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However SSA shall not be required to disclose confidential information the disclosure of which would be inimical to SSA's interests.

34.4 Period of notice

34.4.1 Employees with at least one year's completed service who are declared redundant shall be given not less than the following periods of notice in lieu of the periods of notice of termination provided in Clause 6.2:

COMPLETED YEARS OF SERVICE	PERIOD OF NOTICE
At least one year and up to the completion of four years	4 weeks
At least five years and up to the completion of 9 years	6 weeks
10 years or more	8 weeks

34.4.2 However, during the period of notice, an Employee may terminate his/her employment in accordance with Clause 6. In such circumstances, the Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but shall not be entitled to payment instead of notice.

34.5 Transfer to lower paid duties

34.5.1 Where an Employee is transferred to lower paid duties for reasons set out in Clause 34.3.1, the Employee shall be entitled to the same period of notice of transfer as would apply had the employment been terminated, and SSA may, at its option, make payment in lieu thereof of an amount equal to the difference

between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

- 34.6 Time off work during notice period
- 34.6.1 During the period of notice of termination given by SSA, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 34.6.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of SSA, be required to produce proof of attendance at an interview or shall not receive payment for the time absent. For this purpose a Statutory Declaration will be sufficient.
- 34.6.3 This entitlement applies instead of clause 6.4.
- 34.7 Notice to Employment Service Provider
- 34.7.1 Where a decision has been made to terminate Employees in the circumstances outlined in Clause 34.3.1, SSA shall notify Centrelink or successor organisation as soon as possible giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.
- 34.8 Severance Pay
- 34.8.1 The following scale of payments shall apply to an Employee whose employment is terminated for reasons set out in Clause 34.3.1:
- (a) A minimum of four weeks' pay;
 - (b) Two weeks' pay for each completed year of service up to and including 5 years with a minimum of 6 weeks for Employees who have at least 2 years but less than 3 years' service, and a minimum of 7 weeks for Employees who have at least 3 years but less than 4 years' service;
 - (c) Three weeks' pay for each completed year of services in excess of 5 years;
 - (d) Pro rata payment for additional completed months of service.
- 34.8.2 However, no Employee shall receive payment (unless required by the NES) in excess of the amount payable had the Employee remained in employment to the Employee's normal retirement date.
- 34.9 Other entitlements
- 34.9.1 An Employee whose employment is terminated for reasons set out in Clause 34.3.1 shall be entitled to the following payments:
- (a) Annual Leave - Annual leave loading shall be paid on pro rata annual leave due to Employees at the retrenchment date.
 - (b) Long service leave - Pro rata long service leave shall be paid to Employees with more than one year's continuous service.
- 34.10 Employees with less than one year's service
- 34.10.1 Save for Clause 34.3, Clause 34 shall not apply to Employees with less than one year's continuous service.
- 34.11 Employees exempted
- 34.11.1 Clause 34 does not apply where employment is terminated as a consequence of conduct that justifies instant dismissal.
- 34.12 Incapacity to pay
- 34.12.1 SSA, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of incapacity to pay. The onus shall rest with SSA to prove any such incapacity.
- 34.13 Exemption for Alternative employment
- 34.13.1 Subject to the provisions of the FW Act, where SSA obtains acceptable alternative employment for an Employee, the general severance pay prescription

will not apply, and SSA will be exempted from payment of the sums in Clauses 34.4 and 34.8 of this Agreement.

34.13.2 The parties agree that “acceptable alternative employment” for an Employee is employment which maintains the Employee's continuity of service and the Employee's accrued entitlements.

34.14 Union's Commitment

34.14.1 The Union undertakes that it will not seek, on behalf of Employees covered by this Agreement, terms and conditions concerning redundancy which exceed those in Clause 34.

35. SALARY SACRIFICE

35.1 For the purpose of Salary Sacrifice an individual Employee and SSA, under the terms of this Agreement, may reach agreement on a salary sacrifice arrangement. If agreement is reached an Employee may forgo the right to a portion of their salary in accordance with the rules of the Australian Taxation Office. The salary sacrifice agreement must be recorded in writing. Where an Employee is under 18 years of age, the written authorisation must be provided by a parent or guardian.

35.2 Salary for superannuation, severance and termination purposes for Employees entering into salary sacrifice arrangements will be determined as if these arrangements did not exist.

36. HEARING TESTS

36.1 Employees shall be required to attend a hearing test on commencement and every second year thereafter, and the result of the tests shall be given to each Employee.

37. PERSONAL FILES

37.1 Any personal file and/or employment record held by SSA in respect of an Employee whether at the head office of SSA or at any outport shall be open to inspection by the Employee during normal business hours, provided that the request for such inspection is preceded by two days' notice.

38. PARENTAL LEAVE

38.1 Employees are entitled to parental leave in accordance with the NES.

38.2 Parental leave will be administered in accordance with Company policy as varied from time to time. For the avoidance of doubt, Company policy is not incorporated into this Agreement.

39. JURY & COMMUNITY SERVICE LEAVE

39.1 Community service leave will be in accordance with the NES.

39.2 An Employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by SSA the amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he would have received had he/she not been on jury service.

39.3 An Employee shall notify SSA as soon as possible of the date upon which he/she is required to attend for jury service. Further, the Employee shall give SSA proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

40. FAMILY AND DOMESTIC VIOLENCE LEAVE

Note: the provisions of clause 40 should be read in conjunction with the NES.

40.1 SSA is committed to supporting employees who are experiencing Domestic and Family Violence (as defined in the FW Act).

- 40.2 Employees covered by this Agreement who are experiencing Domestic and Family Violence will be entitled to up to 10 days paid leave in a 12 month period.
- 40.3 Paid family and domestic violence leave:
- 40.3.1 is available in full at the start of each 12 month period of the Employee's employment with SSA;
- 40.3.2 does not accumulate from year to year; and
- 40.3.3 is available in full to part-time and casual Employees.
- 40.3.4 Leave taken for Family and Domestic Violence purposes can be taken in:
- (a) a single continuous 10 day period;
 - (b) separate periods of one or more days each; or
 - (c) any sperate periods to which the Employee and SSA agree, including periods of less than one day.

Notice and evidence requirements

- 40.3.5 In all circumstances;
- (a) the Employee shall give his or her Manager notice as soon as reasonably practicable of any application to take leave under this clause; and
 - (b) the Employee shall provide evidence that the leave is being taken for a purpose, including:
 - (i) the Employee is experiencing family and domestic violence;
 - (ii) the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the Employee to do that thing outside the Employee's work hours.

This evidence might, for example, include documents issued by a Doctor, a Family Violence Support Service, the Police, a Court or a Lawyer.

41. WORKERS' COMPENSATION MAKE-UP PAY

- 41.1 In addition to any statutory entitlements to workers' compensation under the relevant statute, an Employee shall be paid make-up pay.
- 41.2 Make-up pay shall:
- 41.2.1 be an amount of money equal to the difference between the Employee's workers' compensation entitlements and the amount of salary plus allowances that he/she would have received for ordinary time had he/she been at work for the period concerned. (Provided that it shall not apply during the first five or aggregate working days of incapacity resulting from an injury nor shall it apply during any period of paid leave.).
- 41.2.2 be payable for a maximum period or aggregate period in case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.
- 41.2.3 be paid through normal pay roll procedures or according to alternative arrangements mutually agreed between the Employee and SSA.
- 41.3 If no specific earnings figure is otherwise ascertainable, the figure used shall be the average of ordinary time earnings over the previous three months or such lesser period of time during which the Employee has been employed.
- 41.4 Nothing in this Clause shall affect the right of an Employer to terminate an Employee's employment in accordance with Clause 7. Provided that no Employee shall be terminated as a result of his having received make-up pay or as a means of avoiding make-up obligations.
- 41.5 In the event that an Employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of SSA to pay make-up pay shall cease from the date of such redemption.

- 41.6 Where the Employee recovers damages from SSA or from a third party in respect of a compensable injury independently of a statutory entitlements, he/she shall be liable to repay to his employer the amount of make-up pay which he/she has received in respect of the said injury and shall have no further make-up pay entitlements in respect of the said injury.
- 41.7 An Employee will not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid Public Holiday.
- 41.8 If an Employee entitled to make-up pay under this clause returns to work on reduced hours or to perform modified duties, the amount of make-up pay due will be reduced by any amounts paid for the performance of such work.
- 41.9 This Clause shall apply in respect of compensable injuries suffered on or after 1 June 1982.

42. SHARE ISSUE SCHEME

- 42.1 Any share issue to Qantas Employees approved by the Board of Qantas will be granted to eligible staff in addition to the wage increase provided in this Agreement.

43. SUPERANNUATION - CHOICE OF FUNDS

- 43.1 SSA will make superannuation contributions to a complying superannuation fund in respect of each employee.
- 43.2 The superannuation fund to which contributions will be made in respect of an employee will be the fund chosen by that employee.
- 43.3 If an employee does not choose a superannuation fund, SSA will request the Australian Tax Office to advise if the employee has an existing superannuation fund ('Stapled Fund'), to which the SSA will make superannuation contributions.
- 43.4 In the event that an Employee does not choose a superannuation fund and does not have an existing Stapled Fund, SSA will make superannuation contributions to SSA's default superannuation fund, the Qantas Superannuation Plan (or its successor).

For and on behalf of Sunstate Airlines (QLD) Pty Limited (ABN 92 009 734 703):

Peter Doble

Signature

PETER DOBLE

Full name

10 BOWSKE RD MELBOURNE 2020

Address

SRM MANAGER AND
SYSTEMS & PROCESSES

Explanation of Authority

19th December, 2023

Date

For and on behalf of the Employees:

NFS

Signature

Noel Speers

Full name

25 Stoney Creek Road Bexley NSW 2207

Address

National Industrial Officer

Explanation of Authority

14 December 2023

Date

Jejena Simkovic

Witness signature

JELENA SIMKOVIC

Witnesses' full name

19 December 2023

Date

AJ Barber

Witness signature

Amanda Barber

Witnesses' full name

14 December 2023

Date

Signature

Witness signature

Full name

Witnesses' full name

Address

Explanation of Authority

Date

Date

Signature

Witness signature

Full name

Witnesses' full name

Address

Explanation of Authority

Date

Date