



ARFFS EA Negotiations 2021

Continued in 2022

UNION LOG OF CLAIMS

Items for inclusion in the EA from the existing deed dated 23 July 2018

Clause 2 (Hamilton Island)

Agreed only in part

Current deed arrangements to remain as Airservices say not for inclusion in EA. Union members want inside the EA.

AND

Clause 4 (Temporary Transfer Allowance – Food and Drink)

Agreed

Recruits will be entitled to seek reimbursement of their expenses incurred

For inclusion into EA

- **Career Break**
(To be equal with ATC EA)
Agreed
To be included in the EA

- **Emergency Duty**
(To be equal with ATC EA)
Not agreed
Existing provisions to remain

- **Higher Duties**
(To be equal with ATC EA)
Not agreed
Existing provisions remain

PART A – AGREEMENT ADMINISTRATION

Clause	Proposed Amendment	Agreed/Pending /Not Agreed
2 For insertion	For Inclusion Family and Domestic Violence within the definitions section	Agreed The definition will be included
2(i)	Definition of Overtime : achieve consistency in all Airservices to be equal to Air Traffic Control EA	Not Agreed No change to existing definition
For insertion: 3.3 Period of operation	Period of Operation Negotiations for a new agreement will commence no later than nine (9) months prior to the expiry of this agreement.	Agreed subject to condition(s) “Negotiations for a new agreement will commence no later than six (6) months prior to the nominal expiry of the agreement”
4.1 For insertion	Parties bound Include - United Fire Fighters Union of Australia Aviation Branch	Agreed subject to condition(s)
8	Service obligation WHS Clause	Agreed in Part Creation of ARFFS specific WHS Committee Existing EA provisions, policy and procedure to remain
11(d)	Categories of Employment Casuals Inclusion of current Annexure A wording	Agreed Mere formality no substantive change
15	Consultation on Change Work Health Safety Minimum staffing Rostering	In Part Agreed Establishment of WHS Committee Pending Minimum Staffing
16	Rights of Employee Representatives Paid leave to attend union training Paid time to complete employee representative duties Paid travel to attend employee representative duties	Not agreed No improvement to existing EA provisions
For insertion: New Clause	Infrastructure National Joint Review of Facilities	Not agreed ARFFS do not want to include in EA, <u>for policy and procedure only</u>

PART B – HOURS OF WORK

Clause	Proposed Amendment	Agreed/ Pending /Not Agreed
Existing Clause 21	Principles of Rostering Definitions Rostering Principles To include in definitions 24-hour (Sydney) Roster Other roster requirements Make 24-hour (Sydney) Roster available for employee majority vote and then accordingly endorsement by LOM/AALL	Pending Awaiting Airservices
Existing Clause 22	Overtime Time x Base Salary 1.5 x First 3 Hours 2x Excess of 3 Hours 2x Sundays 2.5 x Public Holidays Consistency throughout Airservices i.e. Air Traffic Control EA	Not agreed No increase to overtime rates
Existing Clause 24	TOIL 24.2 Remove words "within 12 months of it accruing" 24.3 Remove This item has been conceded as a concession by the Union as part of negotiating in good faith.	Existing provisions remain

PART C – ALLOWANCES AND REIMBURSEMENTS¹

Clause	Proposed Amendment	Agreed/Pending /Not Agreed
Existing Clause 30 For insertion	Transferability of employees Transfer on recruitment or on an employee's request Per Air Traffic Control EA Locality Allowances When an employee was entitled to a remote locality allowance at the previous location, the employee will continue to be paid the applicable remote locality allowance in accordance with clause 35.	<p style="color: red; text-align: center;">Not agreed</p> <p>ARFFS do not want in EA, will keep in current Policy/Procedure</p> <p style="color: yellow; text-align: center;">Pending</p> <p>Union awaiting ARFFS reply to the proposal that existing staff should have a first preference and second preference to recruits.</p> <p style="text-align: center;">This is already paid on temporary transfers</p>
Existing Clause 34	Portfolio Allowance For inclusion: Accredited Trainer	<p style="color: red; text-align: center;">Not agreed</p> <p>ARFFS do not want any new clauses in EA</p>
Existing Clause 35.1	Locality Remote Location Inclusion of further locations (Live and work in Whitsundays region) Hamilton Island (plus all travel time and expenses per deed) Proserpine	<p style="color: red; text-align: center;">Not agreed</p> <p>ARFFS current deed will continue, will not be included in EA, no new locations.</p>
Existing Clause 41	To be renamed Complexity Allowance This item has been conceded as a concession by the Union as part of negotiating in good faith.	<p style="color: red; text-align: center;">Not agreed</p> <p style="text-align: center;">Will remain as current CAT 10</p>

¹ There should be an increase, of all current monetary rates specified, in accordance with any in-principal agreement reached on percentage pay increase(s). **ARFFS position - only if permitted by APSC Bargaining Policy.**

PART D - LEAVE

Clause	Proposed Amendment	Agreed/Pending /Not Agreed
Existing Clause 21 For insertion	<p>(Paid Leave) to appear in the Fair Work Commission</p> <p>(Unpaid Leave) to take up office as a full-time Employee Representative</p> <p>(Unpaid Leave) taken as Parental Leave (Unpaid Leave) taken as Family and Domestic Leave Not losing any time towards service</p>	<p>ARFFS rely on current EA provisions</p> <p>Not agreed No change, still break in service</p>
Existing Clause 60	Parental Leave ²	<p>Agreed in Part General neutral provisions to allow any staff member to primary carer leave.</p> <p>No increase to existing paid leave, no new types of paid leave</p>
Existing Clause 63	Supporting Partner Leave 3 weeks paid leave Again, see footnote comments	<p>Not agreed No increase to existing leave, no new types of paid leave</p>
For insertion	Paid Family & Domestic Violence Leave	<p>Not agreed Any new type of paid leave</p> <p>Agreed in Part ARFFS has Draft FDV Clause BUT Wants to staff to utilise their existing paid and unpaid leave EA provisions</p>

² There is an opportunity for Airservices to encourage all employees to become primary carers, upon the birth or adoption of a child, that an employee is to take a period of leave to attend to being the primary carer. This will lead to a more equal sharing of the burden of caring responsibilities in families. It will also play a part in achieving greater equality in our society for Same Gendered Parents and Male Parents to be able to take on more child rearing roles. **Not agreed by ARFFS to increase conditions per APSC Bargaining Policy. Despite whole of Airservices identifying these working conditions organisation wide need to be improved!**

PART E – PERFORMANCE, CONDUCT, FITNESS AND TERMINATION

Clause	Proposed Amendment	Agreed/ Pending /Not Agreed
Existing Clause 69	<b style="color: red;">Merit and Selection In accordance with Air Traffic Control EA	Not agreed ARFFS do not want to include in EA, want to leave in policy and procedure Pending ARFFS response to Union's position that existing staff should have the first opportunity above recruits.
Existing Clause 74	For equal inclusion as part of health: Mental Health and Wellbeing Air Services to meet the costs of General Practitioner Mental Health Care Plan and Treatment Sessions with Psychologist	Agreed Reimbursement of up to \$500 early intervention costs offered by ARFFS
Existing Clause 75	3year medical examinations Best practice testing Making improvements	Agreed ARFFS Draft incorporates Union wording

PART F – CLASSIFICATIONS AND PAY

Clause	Proposed Amendment	Agreed/Pending /Not Agreed
Existing Clause 82	<p>Progression For inclusion: Training School Instructor Local Operation Manager</p> <p>This item has been conceded as a concession by the Union as part of negotiating in good faith.</p>	<p style="color: red;">Not agreed</p> <p>ARFFS want to keep outside of the EA</p>
Existing Clause 84	<p>Superannuation Increase to contributions within accumulation fund</p>	<p style="color: orange;">Pending</p> <p>ARFFS response to Union position that percentage of contributions should be maintained at a rate of 3% above the Superannuation Guarantee i.e. 15% overall</p>
Existing Clause 87	<p>Salary</p> <p>Classification Table to include: Training School Instructor LOM/AALL</p> <p>This item has been conceded as a concession by the Union as part of negotiating in good faith.</p> <p>Pay rises Economic indicators have varied significantly in the period since bargaining began, increased cost of living pressures, unfair downwards pressures on</p> <p>3% per year or CPI whichever is higher</p> <p>In 2021 given there was no pay increase, EA adoption is not likely until more than 6 months into 2022, should be no 6month deferral on the first pay increase.</p>	<p style="color: red;">Not agreed</p> <p>ARFFS want to keep out of the EA</p> <p style="color: orange;">Pending</p> <p>Union awaiting reply, thus far, APSC Bargaining Policy is the position taken by ARFFS.</p>