

## Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement –Explanation document

This table sets out a high level explanation of the changes between the proposed *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement (2024-2027)* (**proposed agreement**) and the *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement (2022- 2023)* (**former agreement**), and is to be read in conjunction with the proposed agreement and the former agreement.

*Note: This table can also be read in conjunction with the marked-up version of the proposed agreement, which shows changes between the former agreement and the proposed agreement. Due to formatting in that document, there may be some inconsistencies in how the clause numbers from the former agreement appear in mark-up. Where there is any inconsistency, the clause references to the former agreement in this document should be preferred.*

Clause reference (proposed agreement)	Explanation of clauses/changes made
<b>PART A – AGREEMENT ADMINISTRATION</b>	
<b>Title</b>	
1.	The name of the enterprise agreement has been updated to reflect the years in which the agreement will be in operation.
<b>Definitions</b>	
2.	Airservices has inserted a number of definitions for terms which are used in the clauses of the proposed agreement, and removed some terms that are no longer used. Some existing definitions have also been moved so that the definitions appear in alphabetical order. Other existing definitions have been slightly amended to reflect changes in the rest of the proposed agreement.
<b>Period of operation</b>	
3.2	This clause has been amended to specify that the agreement will nominally expire on 21 February 2027.
3.3	This clause has been inserted to provide that negotiations for a new agreement will commence no later than three (3) months prior to the expiry date of the proposed agreement.
<b>Scope and parties bound</b>	
<b>Clause title</b>	The title of this clause has been amended from "Parties bound" to "Scope and parties bound".

4.1	Clause 4.1(c) has been inserted to specify the United Fire Fighters Union of Australia – Aviation Branch ( <b>UFUA</b> ) as a party covered by the agreement (subject to giving the relevant notice under the <i>Fair Work Act 2009</i> ).
4.3	This clause has been inserted to make it clear that the terms of the agreement are intended to operate in a manner that does not detract from the National Employment Standards ( <b>NES</b> ).
<b>Relationship to policies and procedures</b>	
6.2	This clause replicates clause 6.2 of the former agreement, with a minor change in the drafting to clarify that 'the Union' (which is defined as the UFUA) will be consulted in the development and variation of policies and procedures.
<b>Agreement objectives and commitments</b>	
7.3	This clause has been inserted to reflect that Airservices values a safe, respectful and inclusive workplace which is free from physical and psychological harm, harassment, discrimination and bullying.
7.4	This clause has been inserted to reflect that Airservices recognises that approaches to the prevention of sexual harassment, sex discrimination, sex-based harassment and victimisation should be consistent with the relevant Australian Human Rights Commission's guidance.
7.5	This clause has been inserted and provides for consultation with employee and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.
<b>Staffing</b>	
7.9	A minor change in the drafting in clause 7.6 of the former agreement to clarify that 'employees and the union' will be consulted with in the application of the staffing methodology and process at clause 7.8 of the proposed agreement.
<b>Categories of employment</b>	
11.1(c)(iv) and (v)	These clauses have been inserted to clarify that employees engaged on a full-time basis will not be compelled to convert to part-time employment, and vice versa.
11.1(d)(i)	This clause replicates clause 11.1(d)(i) of the former agreement, with a minor change in the drafting to replace 'irregular and intermittent' with 'irregular or intermittent', to better reflect the nature of this category of employment.

<b>11.1(d)(iii)</b>	This clause has been updated to clarify that the 25% loading is in lieu of public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave except for long service leave.
<b>11.1(d)(v)</b>	This clause has been inserted and provides that casuals will be engaged for a minimum of 3 hours of engagement or paid for a minimum of 3 hours at their casual rate.
<b>11.1(d)(vi)</b>	This clause has been inserted and provides that casuals who are eligible for a workplace responsibility allowance will be paid the full amount (in accordance with clause 49.8 of the proposed agreement).
<b>11.1(e)(i)</b>	Clause 11.1(e)(i) of the former agreement has been amended to clarify that "fixed term employment" includes employees who are employed for a specified task, and that this type of employment can be on either a full-time or part-time basis.
<b>11.1(e)(v) and (vi)</b>	These clauses have been inserted to provide that the redundancy provisions at clause 87 of the proposed agreement will apply where a fixed-employee's contract is not permitted by section 333E of the FW Act. In that case, Airservices must also adhere to the consultation requirements at clause 15 of the proposed agreement for that employee.
<b>Legal assistance</b>	
<b>Former agreement clause 14.3</b>	This clause has been removed from the proposed agreement, as it is now dealt with separately under leave to attend proceedings at clause 64.
<b>Consultation</b>	
<b>Clause title</b>	The title of this clause has been amended from "consultation on change" to "consultation".
<b>Principles</b>	
<b>15.1</b>	These clauses have been inserted, and set out a number of principles of consultation. These principles have replaced the consultation principles found in clause 15.1 of the former agreement.
<b>15.2</b>	
<b>15.3</b>	

<b><i>When consultation is required</i></b>	
<b>15.4</b>	<p>This clause has been inserted and lists the particular situations in which consultation is required to be undertaken, including:</p> <ul style="list-style-type: none"> <li>• changes to work practices which materially alter how an employee carries out their work;</li> <li>• changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);</li> <li>• major change that is likely to have a significant effect on employees;</li> <li>• implementation of decisions that significantly affect employees;</li> <li>• changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and</li> <li>• other workplace matters that are likely to significantly or materially impact employees.</li> </ul> <p>Consultation is required in relation to a broader range of situations than under clause 15 of the former agreement (which was limited to consultation on "changes that are likely to have a significant impact on employees" and "roster changes").</p>
<b>15.5</b>	<p>This clause has been inserted to recognise that in the case of decisions made by the Government, decisions that are required to be made due to matters outside the reasonable control of Airservices, or decisions required due to operational requirements, it is not always possible to consult on matters that impact employees prior to a decision being made. However, this clause also provides that where this occurs, consultation regarding the implementation of the decision will be undertaken as early as is reasonably practicable.</p>
<b><i>Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees</i></b>	
<b>15.6</b>	<p>This clause has been inserted to provide that the requirements set out in clauses 15.9 to 15.22 will apply where Airservices proposes to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on employees, or a change to the regular roster or ordinary hours of work for employees.</p>
<b><i>Representation</i></b>	
<b>15.7</b>	<p>These clauses amend clause 15.5(c) of the former agreement, with an amendment to clarify that a representative may be a union representative. It also provides that Airservices must recognise the representative if an employee, or several employees appoint a representative for the purposes of consultation and advise Airservices of the representative's identity.</p>
<b>15.8</b>	
<b><i>Major Changes</i></b>	
<b>15.9</b>	<p>This clause has been inserted to provide a list of circumstances that may constitute a major change that is likely to have a significant effect on employees under the agreement, including:</p> <ul style="list-style-type: none"> <li>• the termination of the employment of employees; or</li> <li>• major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or</li> </ul>

	<ul style="list-style-type: none"> <li>• the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</li> <li>• the alteration of hours of work; or</li> <li>• the need to retrain employees; or</li> <li>• the need to relocate employees to another workplace; or</li> <li>• the restructuring of jobs.</li> </ul>
<b>15.10</b>	This clause has been inserted and provides that certain additional consultation requirements in clauses 15.11 to 15.18 of the agreement apply for a major change referred to in clause 15.9(c) that is likely to have a significant effect on employees.
<b>15.11</b>	This clause has been inserted and provides that consultation with employees, relevant unions and/or recognised representatives will occur prior to a decision being made (subject to clause 15.5).
<b>15.12</b>	This clause has been inserted and provides that where practicable, an Airservices change manager or primary point of contact will be appointed, for the purposes of consultation and their details provided to employees and relevant union(s) and/or representatives.
<b>15.13</b>	This clause has been inserted and provides that Airservices must notify employees, relevant unions and/or recognised representatives as soon as practicable about a proposal to introduce a major change.
<b>15.14</b>	This clause has been inserted and sets out the steps that Airservices must undertake as soon as practicable after proposing a major change or notifying of the major change in circumstances described in clause 15.5.
<b>15.15</b>	This clause has been inserted to provide that Airservices must give prompt and genuine consideration to matters raised by employees, as well as their relevant unions and/or other recognised representatives in respect of the major change.
<b>15.16</b>	Clause 15.6 of the former agreement has been amended to provide that Airservices is not required to disclose confidential or commercial sensitive information to employees, as well as their relevant union(s) and/or recognised representatives, in respect of the major change. It also removes the requirement for Airservices to provide and discuss its reasons for not making such information available.
<b>15.17</b>	This clause replicates former agreement clause 15.7, with the clarification that it applies to employee representatives and the Union.
<b><i>Change to a regular roster or ordinary hours of work</i></b>	
<b>15.18</b>	This clause has been inserted and provides that additional consultation requirements in clauses 15.19 to 15.22 apply where Airservices has introduced a change to employees' regular roster or ordinary hours of work in clause 15.4(e.)

<b>15.19</b>	This clause has been inserted and requires that Airservices notify affected employees, relevant unions and/or other recognised representatives of a proposed change to employees' regular roster or ordinary hours of work.
<b>15.20</b>	This clause has been inserted and sets out the steps that Airservices must undertake as soon as practicable after proposing a change to employees' regular roster or ordinary hours of work. In particular, the clause provides Airservices must discuss the purpose of the proposed change with employees and their representatives and provides that Airservices is not required to disclose confidential or commercial sensitive information to employees, as well as their relevant union and/or recognised representatives. Clause 15.21 (c) partly replaces clause 15.10 (b) of the former agreement.
<b>15.21</b>	This clause has been inserted to clarify that the information that is provided by Airservices to employees, the union and their employee representatives will be used only for the purpose for which it is provided unless Airservices expressly consents to it being used for another purpose.
<b>15.22</b>	Clause 15.10(c) of the former agreement has been amended to provide that Airservices must give prompt and genuine consideration to matters raised by employees, as well as the relevant Union and/or other recognised representatives of a proposed change to employees' regular roster or ordinary hours of work.
<b><i>Interaction with emergency management activities</i></b>	
<b>15.23</b>	This clause has been inserted and provides that the consultation clauses in the proposed agreement do not restrict or limit the ability of a designated emergency management body to undertake activities provided for in section 195A(1) of the <i>Fair Work Act 2009 (FW Act)</i> .
<b>Rights and responsibilities of employee representatives and Union Delegates</b>	
<b>Clause title</b>	This clause title has been amended to include the words 'and Union Delegates'.
<b>16.4</b>	This clause has been inserted and sets out how Airservices will facilitate the roles of employee representatives who are Airservices' employees, including providing particular facilities provided that the use of those facilities does not inconvenience workplace operations.  Employees who are elected officials of a trade union or professional association are not required to seek permission from Airservices before speaking publicly in that capacity, subject to relevant Code of Conduct and legislative requirements.
<b>Former agreement clause 16.4</b>	This clause has been removed as the content is now dealt with in new proposed clause 16.4.
<b>Former agreement clause 16.5</b>	This clause has been removed as the content is now dealt with in new proposed clause 16.4.

<b>Consultative Committees</b>	
<b>17</b>	The heading of clause 17 of the former agreement has been amended from "DCC and NCC" to 'Consultative Committees'.
<b>17.1</b>	This clause replicates clause 17.1 of the former agreement, with a minor change in the drafting to include the words 'and the Union'.
<b>17.2</b>	This clause amends clause 17.2 of the former agreement, with amendments to provide that the DCC will meet 3 times per calendar year (instead of annually), to expressly include the Union in the DCC and to add workforce planning as a matter dealt with by the DCC.
<b>17.3</b>	This clause replicates clause 17.3 of the former agreement, with a minor change in the drafting to include the words 'and the Union'.
<b>Individual Flexibility Arrangement (IFA)</b>	
<b>18.4 (a) and (b)</b>	Clause 18.4 (a) and (b) of the former agreement has been amended so that it is clear the "Act" being referred to is the Fair Work Act.
<b>18.5</b>	This clause replicates clause 18.5 of the former agreement, with a minor change in the drafting to include the words 'and the Union'.
<b>18.6(d)</b>	This clause has been amended to clarify that when the IFA specifies the period for which an Individual Flexibility Arrangement will operate, this includes the day on which the arrangement commences.
<b>Group Flexibility Arrangement (GFA)</b>	
<b>19.3</b>	This clause replicates clause 19.3 of the former agreement, with a minor change in the drafting to include the words 'and the Union'.
<b>Dispute Resolution</b>	
<b>Former agreement clause 20.1</b>	Former agreement clause 20.1 (a), (b) and (c), have also been removed as these clauses are now incorporated in proposed agreement clause 20.4, 20.5 and 20.6.
<b>20.1</b>	This clause has been inserted and provides the circumstances in which the dispute resolution procedure in the clause applies.
<b>20.2</b>	This clause has been inserted and provides that an employee or union covered by the agreement may initiate and/or be a party to a dispute under the proposed agreement.
<b>20.3</b>	This clause has been inserted and provides that an employee who is a party to a dispute may appoint a representative and representatives to a dispute will be recognised and dealt with in good faith.

<b>20.4</b>	This clause has been inserted and provides that parties to the dispute must attempt to resolve the dispute at the workplace level, including notifying higher levels managers to assist in the resolution of the dispute. This clause also provides that parties will give genuine consideration to proposals to resolve a dispute.
<b>20.5</b>	This clause has been inserted and requires that parties take all appropriate steps in clause 20.4 before being able to refer the dispute to the Fair Work Commission ( <b>FWC</b> ).
<b>20.6</b>	<p>This clause has been inserted and provides that the Fair Work Commission can deal with the dispute in two (2) stages. The first stage includes mediation, conciliation, expressing an opinion or making an opinion. The second stage includes arbitration, making a binding determination on the parties and any available appeal processes.</p> <p>An additional note has been added to explain that a decision made by the FWC when arbitrating a dispute can be appealed.</p>
<b>20.7</b>	This clause has been inserted and provides that while parties are trying to resolve a dispute, an employee must continue to perform their work as they normally would, unless they have a reasonable concern about an imminent risk to their health and safety. This clause also requires employees to comply with a direction given by the employer to perform other available work at the same or another workplace, unless the work is not safe, not permitted by applicable health and safety legislation, not appropriate for the employee to perform or where there are other reasonable grounds for the employee to refuse to comply with the direction.
<b>20.8</b>	This clause has been inserted and provides that parties to a dispute agree to be bound by a decision of the FWC made in accordance with the dispute resolution term.
<b>20.9</b>	This clause has been inserted and provides that any disputes arising under the former agreement that arose and which were formally notified prior to the commencement of the proposed agreement (and remain unresolved) will be progressed under the dispute resolution procedures in the proposed agreement.
<b>Leave of absence to attend proceedings</b>	
<b>20.10</b>	This clause has been inserted and provides that where the requirements to manage a dispute internally at clauses 20.1 to 20.5 have been complied with, and a matter has been referred to the FWC, then the employee, the union delegate or employee representative appointed under clause 20.2, or an employee required to give evidence for the referred dispute, will be granted paid time off to attend dispute resolution processes and proceedings in the FWC arising from the referral of the matter.



<b>PART B – HOURS OF WORK</b>	
<b>Principles of rostering</b>	
<b>21.6</b>	This clause replicates clause 21.6 of the former agreement, with a minor change in the drafting to include the words 'and the Union'.
<b>Rostering Principles</b>	
<b>21.10</b>	This clause has been slightly amended to provide clarity that all rosters should average 38 ordinary hours per week but no more than 42 hours for the purposes of accruing Accrued Leave in accordance with clause 56.
<b>21.21</b>	This clause has been updated to reference to clause 25 related to rest relief to better reflect the terminology used throughout the proposed agreement.
<b>21.22</b>	This clause has been updated to provide additional clarity that with the exception of back to back shifts no roster shall contain a “quick change around”. Any break between shifts should not be less than eight (8) hours.
<b>21.23</b>	This clause has been updated such that 0001 has been changed to 2200.
<b>21.25</b>	This clause has been revised to provide further clarity that ‘RECLINE’ means recreational and sleep. Employees on duty shall be permitted between the hours of 2200 hours and 0600 hours to recline and sleep where there is no emergency response work to be done. During these hours employees will not be unnecessarily disturbed.
<b>Overtime</b>	
<b>22.3</b>	This clause has been updated to reflect the overtime rate being increased to 1.85 times of base salary from 1.5 times
<b>22.5</b>	This clause has been amended to remove the word “rostered” and replaced with further clarification stating that overtime that is not continuous with ordinary hours, employees will not be required to start or finish a period of duty between 23:00 and 05:00, or where the employee is working a 10/14 roster, between 22:00 and 06:00.
<b>22.8</b>	This clause has been updated the reflect that minimum payment for overtime not continuous with ordinary hours has been increased to 4 hours from 3 hours.

<b>Emergency duty</b>	
<b>22.9</b>	Clause 22.9 of the former agreement has been amended to provide that Emergency duty is overtime that is not continuous with ordinary hours and the employee received less than 48 hours' notice.
<b>22.10</b>	This clause replaces part of clause 22.9 of the former agreement and provides that where an employee performs emergency duty they will receive certain entitlements including one hour travel time each way irrespective of the actual time travelled, motor vehicle allowance for the distances travelled to and from work to perform emergency duty, and meal allowance for all meal periods or part thereof worked as described in clause 38 (Overtime meal allowance).
<b>Time off in lieu of pay for working overtime</b>	
<b>24.1</b>	This clause has been updated to reflect the overtime rate being increased to 1.85 from 1.5.
<b>24.2</b>	This clause has been updated to allow employees to cash out TOIL within 3 months of it accruing, previously this was 12 months.
<b>Rest relief</b>	
<b>25.1</b>	An additional clause has been added to provide clarity that the 'Rest Relief' provisions do not apply to 'back to back shifts' as outlined in clauses 21.21, 21.22 and 21.23
<b>25.2</b>	This clause has had minor amendments to replace the word 'regular' to 'rostered' to better reflect terminology used throughout the agreement. The last sentence has been removed and replaced with a new clause 25.4 below.
<b>25.3</b>	This clause has been added to specify that where an employee is required to work without eight (8) consecutive hours off duty (plus reasonable travelling time), the employee will be paid at the rate of 1.85 times their base salary for the entirety of their next rostered shift. Further clarification has been included to state that Airservices and/or the employee cannot opt out of paying or receiving the rate prescribed in this clause.
<b>25.4</b>	This clause incorporates the last sentence removed from clause 25.2. Further explanation is added to provide that an employee will be paid as per their original rostered hours as if at work and will attend for work after the 8 hour break (and reasonable travel time) has occurred.
<b>25.5</b>	This clause has been amended to provide that the rest relief provisions do not apply where the period of emergency duty is less than four hours (rather than three under the current agreement), or less than four hours overtime (rather than three under the current agreement) is worked immediately prior to the commencement of a normal shift.

<b>Fly in fly out (FIFO) employment</b>	
<b>26.3</b>	This clause has been inserted and sets out that where an employee has held the classification of Station Officer (SO) or Fire Commander (FC) during FIFO employment and the employee has held the classification for a continuous period equal to or greater than 5 years, when the employee returns to the location they worked prior to commencing FIFO, the SO or FC rank and salary will be maintained regardless of their substantive classification at that location.
<b>Flexible working arrangements</b>	
<b>27.1</b>	This clause has been inserted and sets out Airservices and the unions' recognition of how flexible working arrangements can support an appropriate balance between work and personal life for employees. It also provides that access to flexible work applies to all roles in Airservices, and that Airservices will consider requests for flexible working arrangements on a case by case basis but will have a bias in favour of approving the requests, subject to operational requirements.
<b>27.2</b>	This clause has been inserted and provides that Airservices is committed to engaging with employees and their union to build a culture that is supportive of flexible working arrangements, which may include developing and implementing strategies via an Airservices consultative committee.
<b>27.3</b>	This clause has been inserted and provides that flexible work arrangements may include changes in hours of work, changes in patterns of work and changes in locations of work.
<b>Requesting formal flexible working arrangements</b>	
<b>27.4</b>	This clause has been inserted and makes clear that the provisions for requesting flexible work arrangements do not diminish an employee's existing entitlement under the NES.
<b>27.5</b>	This clause has been inserted and provides that an employee may make a request for a formal flexible working arrangements.
<b>27.6</b>	This clause has been inserted and provides for the requirements for a request for a formal flexible working arrangements, where it must be in writing, set out details of the change sought, and the reasons for the change.
<b>27.7</b>	This clause has been inserted and provides that Airservices must provide a written response within 21 days of receiving a request for a formal flexible working arrangement.
<b>27.8</b>	This clause has been inserted and provides that Airservices' response to a request for a formal flexible working arrangement must state one of the following: that Airservices approves the request, the agreed change (if it differs to what has been requested, following a discussion between Airservices and the employee), or

	<p>that Airservices refuses the request. Airservices' response must also notify the employee that a decision to refuse or failure to provide a written response within 21 days is subject to the dispute resolution procedures (clause 20) of the proposed agreement, or the procedures under sections 65B and 65C of the FW Act for eligible employees.</p> <p>A refusal by Airservices of a request must state the reasons for refusal, Airservices' particular business grounds for refusal and how those grounds apply to the request, and either set out changes that Airservices would be willing to make to accommodate the employee's requested change, or that there are no changes.</p>
<b>27.9</b>	This clause has been inserted and provides that an approval by Airservices will form an arrangement between Airservices and the employee. Each arrangement must be in writing and set out security / work health and safety requirements, a review date, and the cost of establishing the change (if any).
<b>27.10</b>	This clause has been inserted and provides the circumstances in which Airservices may refuse a request for flexible working arrangements: Airservices has discussed the request with the employee; Airservices genuinely tried to reach an agreement with the employee; an agreement has not been reached; Airservices has had regard to the consequences of refusal for the employee; and the refusal is on reasonable business grounds.
<b>27.11</b>	This clause has been inserted and provides a non-exhaustive list of what are considered to be reasonable business grounds for refusal to approve a request for a formal flexible working arrangement, including where the new working arrangements would have a material operational impact or would otherwise be inconsistent with operational or regulatory requirements.
<b>27.12</b>	This clause has been inserted and provides that for a First Nations employee, Airservices must consider their connection to country and cultural obligations when responding to a request to alter the location of work.
<b>27.13</b>	This clause has been inserted and provides that Airservices and the employee will review any approved flexible working arrangements after 12 months, or a shorter period of agreed by the employee.
<b><i>Varying, pausing or terminating flexible working arrangements</i></b>	
<b>27.14</b>	This clause has been inserted and provides that an employee may request to vary, pause or terminate an approved flexible working arrangement which is in place, in accordance with clause 27.6.
<b>27.15</b>	This clause has been inserted and provides that Airservices may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 27.17.

27.16	This clause has been inserted and provides that Airservices must provide reasonable notice if they are varying, pausing or terminating a flexible working arrangement without the employee's agreement, unless there are urgent and critical operational circumstances or the employee has repeatedly demonstrated a failure to comply with the agreed arrangements.
27.17	This clause has been inserted and provides that before Airservices varies, pauses or terminates an approved flexible working arrangement under clause 27.15, Airservices must have: discussed its intention to do so with the employee; genuinely tried to reach an agreement with the employee about making changes to their working arrangements; had regard to the consequences of the variation, pause or termination; ensured the variation, pause or termination is on a reasonable business ground; and informed the employee in writing with the details required under subclause 27.8(c).
<b>Working from home</b>	
27.18	This clause has been inserted and provides that Airservices will not impose caps on groups of employees for the time they may be approved to work from home or remotely. Each request will be considered on its merits, subject to operational requirements.
27.19	This clause has been inserted and provides that Airservices may provide equipment or reimburse the costs associated with establishing a working from home arrangement at its discretion.
27.20	This clause has been inserted and provides that under the proposed agreement an employee who works from home is covered by the same employment conditions as an employee who works at an office site.
27.21	This clause has been inserted and provides that Airservices will provide employees with guidance on working from home safely.
27.22	This clause has been inserted and provides that Airservices will not require employees to work from home unless it is lawful and reasonable to do so, such as if attendance at the office is prevented by a pandemic or natural disaster; in those situations, Airservices will consider employee circumstances and options to achieve work outcomes safely.
<b>Ad-hoc arrangements</b>	
27.23	This clause has been inserted and provides that employees may request ad hoc (ie. one-off or short term) flexible working arrangements for non-ongoing circumstances.
27.24	This clause has been inserted and provides that where practicable, employees should make their requests for ad-hoc arrangements in writing and with as much notice as possible.

<b>27.25</b>	This clause has been inserted and provides that requests for ad-hoc arrangements are not subject to the request and approval process required by clauses 27.4 to 27.13.
<b>27.26</b>	This clause has been inserted and provides that Airservices should consider ad-hoc requests on a case-by-case basis, with a bias towards approving ad-hoc requests having regard to the employee's circumstances and reasonable business grounds.
<b>27.27</b>	This clause has been inserted and provides that if there is a regular pattern that emerges from an employee's requests for ad-hoc arrangements, then Airservices should consider if it is appropriate to seek to formalise the arrangement with the employee.
<b>Altering span of hours</b>	
<b>27.28</b>	This clause has been inserted and provides that employees may request to work an alternative regular span of hours.
<b>PART C – ALLOWANCES AND REIMBURSEMENTS</b>	
<b>Domestic travel expenses</b>	
<b>28.3</b>	The reference in the former agreement that outlines that the rates at clause 27.3 will be adjusted in line with the ATO guidance has been removed as this is not part of the ATO tax determination. However, the rates have been increased with the overall pay offer.
<b>Portfolio allowance</b>	
<b>35.2</b>	This clause has been amended to clarify that consultation on portfolio allowances will include the Union.
<b>District allowance</b>	
<b>36.2</b>	The grandfathered location in the table has been updated from “as at the commencement date of this Agreement” to “who commenced doing so prior to 23 February 2023”.
<b>Remote locality leave fare</b>	
<b>36.3</b>	The grandfathered location in the table has been updated from “as at the commencement date of this Agreement” to “who commenced doing so prior to 23 February 2023”.

<b>Motor vehicle allowance</b>	
<b>37.1</b>	This clause has been amended to clarify the motor vehicle allowance of 85 cents per kilometre as set out by the ATO.
<b>Overtime meal allowance</b>	
<b>38.2</b>	This clause has been amended to remove reference to specific ATO tax determination 2017/19 to the "relevant" ATO tax determination. The reference to “and the employee is unable to prepare a meal due to urgent operational requirements” has been removed from clause 37.2(b) from the former agreement as the meal allowance is paid when performing emergency duty.
<b>38.3</b>	The reference to “no more than one meal allowance payment per shift shall be payable” has been replaced with “a meal allowance payment will be made for each of the meal periods or part thereof that falls within the period of overtime worked”. For clarity, this means that an employee can claim more than one meal allowance so long as the overtime worked falls within or part thereof the meal periods as outlined in clause 38.1.
<b>Workplace responsibility allowance</b>	
<b>49.1</b>	This clause has been inserted and provides an employee will be paid a workplace responsibility allowance if they are appointed by Airservices to the roles set out in subclauses (a) – (c). This clause introduces new positions of Fire Warden (including the Chief Fire Warden), Harassment Contact Officer and Mental Health First Aid Officer into the proposed agreement as positions which attract a workplace responsibility allowance.
<b>49.2</b>	This clause has been inserted and provides that an employee elected by their eligible peers to the role of Health and Safety Representative will be paid a workplace responsibility allowance.
<b>49.3</b>	This clause has been inserted and provides that an employee will not receive more than one workplace responsibility allowance unless approved by Airservices due to operational requirements.
<b>49.4</b>	This clause has been inserted and sets out the minimum workplace responsibility allowances which are payable to an eligible employee. The rates provided for are incremental based on the following dates: from the commencement of the proposed agreement and on and from the first full pay period after 18 November 2024 and 18 November 2025.
<b>49.5</b>	This clause has been inserted and provides that the value of the allowance will increase in line with headline wage increases provided for under the proposed agreement, as reflected in the rates set out in clause 49.4.

49.6	This clause has been inserted and provides that the full value of the workplace responsibility allowance is payable regardless of an employee's flexible work and part-time arrangements.
49.7	This clause has been inserted and provides that Airservices will consider an employee's physical availability to undertake the role when appointing or reappointing employees to workplace responsible roles, where those roles necessarily require a physical presence in the workplace.
49.8	This clause has been inserted and provides that casual employees who are eligible to receive the workplace responsibility allowance will be paid the full amount for a pay cycle, provided they engage in work during that pay cycle (regardless of frequency and duration of the work).
<b>Community language allowance</b>	
50.1	This clause has been inserted and provides for Airservices to pay an employee a community language allowance if they are regularly required to communicate in braille or a language besides English (including First Nations languages and AUSLAN) for work, and they meet Airservices' required level of competency.
50.2	This clause has been inserted and sets out the community allowance rates which are payable to an eligible employee, depending on whether their language skills are for simple communication or at a level accredited by the National Accreditation Authority for Translators and Interpreters. The rates provided for are incremental based on the following dates: from the commencement of the proposed agreement and on and from the first full pay period after 18 Novemebr 2024 and 18 Novemebr 2025.
50.3	This clause has been inserted and provides that the community language allowance is calculated on an annual basis and paid fortnightly.
50.4	This clause has been inserted and provides that the community language allowance is payable regardless of an employee's flexible work or part-time arrangements.
50.5	This clause has been inserted and provides that the community language allowance is payable during periods of paid leave.
50.6	This clause has been inserted and provides that the community language allowance counts as salary for superannuation purposes and the calculation of retirement and redundancy entitlements.
<b>Advanced first aid and resuscitation allowance</b>	
51.1 to 51.4	<p>These clauses have been inserted to provide:</p> <ul style="list-style-type: none"> <li>• the payment of the advanced first aid and resuscitation allowance where and employee attains and maintains competency with specific qualifications;</li> <li>• the advanced first aid and resuscitation allowance is payable to employees who have progressed to AFF1 and upon the completion of the qualifications;</li> <li>• the advanced first aid and resuscitation allowance is payable weekly; and</li> </ul>



	<ul style="list-style-type: none"> <li>if an employee fails to maintain the relevant qualifications, the advanced first aid and resuscitation allowance will cease until the employee is able to successfully regain the qualifications.</li> </ul>
<b>PART D – LEAVE</b>	
<b>Continuous service</b>	
<b>53.1</b>	<p>Clause 49.1 of the former agreement has been amended to update references from "emergency service leave" to "emergency response leave", "defence service leave" to "defence reservist and defence sick leave" and "bereavement leave" to "compassionate and bereavement leave" for consistency with the clause title amendments in the proposed agreement.</p> <p>Former agreement clause 49.1 (i) to (k) have also been removed as it is now provided for under proposed agreement clause 67 "parental leave".</p>
<b>Recreation leave</b>	
<b>54.2</b>	This clause has been inserted to clarify the circumstances in which an employee will be considered to be a 7 day shift worker. An employee will be considered a 7 day shift worker if they are rostered to perform ordinary duty outside the period 6.30 am to 6.00 pm Monday to Friday or on Saturdays, Sundays or public holidays on an ongoing or fixed period.
<b>54.9</b>	This clause has been inserted to provide that an employee whose recreation leave is cancelled or where the employee is recalled to duty while on leave will be reimbursed reasonable non-refundable costs (e.g. non-recoverable booking fees or deposits). Evidence of costs may be required.
<b>54.10</b>	This clause has been inserted to provide that an employee may take recreation leave at half pay, subject to Airservices' approval and operational requirements. An employee may not take recreational leave at half pay if they have an excess leave balance (unless approved by Airservices).
<b>Accrued Leave</b>	
<b>56.1</b>	This clause has been slightly amended to include additional words "but no more than 42 hours" to reflect the changes made at clause 21.10 above.
<b>56.9</b>	This clause has been amended to increase the overtime rate to 1.85 from 1.5 in the current agreement.
<b>Personal/carers leave</b>	
<b>57.2</b>	Clause 53.2 of the former agreement has been amended with new subclauses 53.2(b) and (c), which expand the circumstances where an employee will be permitted to take paid personal/carers leave to include attending appointments with a registered health practitioner, to manage a chronic condition or to care for

	family or a person the employee has caring responsibilities for. Clause 53.2(b) and (c) in the former agreement expands the scope for who is able to access this leave type.
<b>57.4</b>	This clause has been inserted to provide that subject to clause 57.7, Airservices will accept a certificate from a registered health practitioner as evidence of a chronic condition for up to 12 months.
<b>57.11</b>	This clause has been amended to provide for a request to be made for ad hoc arrangements as outlined in clauses 27.23 to 27.27 in the context of raising special individual circumstances for an employee's manager to consider in making decisions about restricted duties.
<b>Compassionate and bereavement leave</b>	
<b>Clause title</b>	The clause title previously used in clause 54 of the former agreement has been amended to include 'bereavement'.
<b>Compassionate leave</b>	
<b>58.1</b>	<p>Clause 54 of the former agreement has been amended to expand the entitlement to take compassionate leave to occasions when a member of the employee's family or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury, or if the employee or their partner has a miscarriage.</p> <p>The amount of compassionate leave available is up to 48 hours on each occasion.</p>
<b>58.2</b>	This clause partly amends clause 54 of the former agreement by adding a new sentence which provides that an employee may be asked to provide evidence to support their absences on compassionate leave.
<b>58.3</b>	This clause has been inserted to provide that compassionate leave may be taken up to 48 hours or in separate periods, including part days, totalling up to 48 hours.
<b>58.4</b>	This clause has been inserted and provides that casual employees may take up to 48 hours of unpaid compassionate leave on each occasion of a family member dying, being ill, or being injured where their life is threatened.
<b>Bereavement leave</b>	
<b>58.5</b>	This clause has been inserted and provides for a separate entitlement (whereas under the previous agreement, compassionate and bereavement leave were treated as one form of leave). Employees are eligible for up to 48 hours of paid bereavement leave on each occasion when a member of the employee's family

	(including a member of the employee's household) or someone they had a close personal relationship with dies, or a child is stillborn, where the child was a member of their family (including a member of their household).
<b>58.6</b>	This clause has been inserted and provides that an employee may be asked to provide evidence to support their absences on bereavement leave.
<b>58.7</b>	This clause has been inserted and provides that bereavement leave may be taken as up to 48 hours or in separate periods, totalling 48 hours.
<b>58.8</b>	This clause has been inserted and provides that for casual employees, bereavement leave is unpaid.
<b>58.9</b>	This clause has been inserted to provide for Airservices approving the employee taking additional days off using the employee's other leave entitlements (such as annual leave).
<b>Jury service leave</b>	
<b>59.1 – 59.5</b>	These clauses replace clause 55 of the former agreement.
<b>59.1</b>	This clause has been inserted and provides that employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
<b>59.2</b>	This clause has been inserted and provides that full and part-time employees will be released from duty on their full rate of pay (rather than being paid their base salary per former agreement clause 55.1) and the payment for casuals will be as per the relevant state legislation.
<b>59.3</b>	This clause has been inserted and provides that for the purposes of jury service leave, the full rate of pay will be as if the employee had been at work.
<b>59.4</b>	This clause has been inserted and provides that an employee is required to inform their manager before they are released from duty for jury service leave to provide evidence of the need to attend court during work time.
<b>59.5</b>	Clause 55.2 of the former agreement has been amended to provide that if the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to Airservices for the period of absence. The repayment of this amount will be administered as an overpayment in accordance with the overpayment provisions of the proposed agreement.
<b>Emergency response leave</b>	
<b>60</b>	The clause heading of clause 56 of the former agreement has been amended from "emergency service leave" to "emergency response leave".

<b>60.1 – 60.6</b>	These clauses replace clause 56 of the former agreement.
<b>60.1</b>	This clause has been inserted and provides that an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for the time engaged in the activity, reasonable travelling time and reasonable recovery time.
<b>60.2</b>	This clause has been inserted and provides that full-time and part-time employees will be able to access paid emergency response leave if required subject to operational requirements, the provision of notice as soon as reasonably practicable and proof of membership being provided.
<b>60.3</b>	This clause has been inserted and provides that paid emergency response leave may be refused where the employee's role is essential to the Airservices' response to the emergency.
<b>60.4</b>	This clause has been inserted and provides that an employee must provide evidence that the organisation requests their services. Employees can provide this evidence either before or as soon as practical after their emergency service activity.
<b>60.5</b>	This clause has been inserted and provides that Airservices may approve reasonable paid or unpaid leave for ceremonial duties and training.
<b>60.6</b>	This clause has been inserted and provides that emergency response leave, with or without pay, will count as service.
<b>60.7</b>	This clause has been inserted to provide that emergency response leave will be paid to employees at their full rate (rather than their base salary) as if they were at work.
<b>Cultural, ceremonial and NAIDOC leave</b>	
<i>NAIDOC leave</i>	
<b>61.1</b>	This clause has been inserted and provides that First Nations employees may access up to one day of paid leave per year to participate in NAIDOC week activities.
<b>61.2</b>	This clause has been inserted and provides that NAIDOC leave can be taken in part days subject to operational requirements.
<i>First Nations ceremonial leave</i>	
<b>61.3</b>	This clause has been inserted and provides that First Nations employees may access up to six days paid leave over two years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

<b>61.4</b>	This clause has been inserted into the agreement and provides that Airservices may approve additional leave for cultural or ceremonial purposes as special leave, with or without pay.
<b>61.5</b>	This clause has been inserted and provides that First Nations ceremonial leave can be taken in part days subject to operational requirements.
<b>61.6</b>	This clause has been inserted and provides that First Nations ceremonial leave is in addition to compassionate and bereavement leave.
<b><i>Cultural leave</i></b>	
<b>61.7</b>	This clause has been inserted and provides that the Airservices may grant up to three days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.
<b>61.8</b>	This clause has been inserted and provides that Airservices may approve additional leave for cultural purposes as special leave, with or without pay.
<b>61.9</b>	This clause has been inserted and provides that cultural leave can be taken in part days subject to operational requirements.
<b>61.10</b>	This clause has been inserted and provides that cultural leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 61.3-61.6 (First Nations ceremonial leave).
<b>Defence reservist leave</b>	
<b>Clause title</b>	The clause heading of clause 57 of the former agreement has been amended from "defence service leave " to "defence reservist leave".
<b>62.1-62.11</b>	These clauses replace clauses 57.1 to 57.4 of the former agreement.
<b>62.1</b>	This clause has been inserted and provides that Airservices will give an employee paid leave to undertake Australian Defence Force (ADF) reserve and continuous full-time service (CFTS) and ADF cadet obligations.
<b>62.2</b>	This clause has been inserted and provides that an employee who is a defence reservist can take leave with pay for up to 4 calendar weeks in each financial year and an extra 2 calendar weeks in the first year of ADF reserve service. These entitlements are pro-rata for part-time employees.
<b>62.3</b>	This clause has been inserted and provides that defence reservist leave can be accrued and taken over two consecutive years, including the extra two calendar weeks in the first year of service.

<b>62.4</b>	This clause has been inserted and provides that an employee who is an Australian Defence Force cadet officer or instructor in a cadet force is entitled to up to three calendar weeks in each financial year to perform their duties.
<b>62.5</b>	This clause has been inserted and provides that in addition to the entitlement at clause 62.2, paid leave may be granted to an employee to attend an interview or medical examination in connection with the employee's enlistment in a reserve force of the Defence force.
<b>62.6</b>	This clause has been inserted and provides that paid defence reservist leave counts for service.
<b>62.7</b>	This clause has been inserted and provides that any other defence reservist leave outside of the entitlements at clause 62.1 to 62.5 will be unpaid.
<b>62.8</b>	This clause has been inserted and provides that unpaid defence reservist leave for 6 months or less counts as service for all purposes, including periods of CFTS.
<b>62.9</b>	This clause has been inserted and provides that unpaid leave taken over six months counts as service, except for recreation leave. This clause replicates clause 57.4 of the former agreement.
<b>62.10</b>	This clause has been inserted and provides that an employee will not need to pay their tax free ADF Reserve salary to Airservices for any reason.
<b>62.11</b>	This clause has been retained from the former agreement, and provides that to be entitled to paid Defence service leave, the employee will, wherever possible, provide at least 3 months' notice to Airservices, and provide proof of attendance at Defence service.
<b>Defence service sick leave</b>	
<b>63.1</b>	This clause has been inserted and provides that an employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either war like service or non-war like service.
<b>63.2</b>	<p>This clause has been inserted and provides for the two types of credits eligible employees can obtain for defence service sick leave:</p> <ul style="list-style-type: none"> <li>• an initial credit of nine weeks (45 days) defence service sick leave will apply as at the following dates, whichever is later of: <ul style="list-style-type: none"> <li>○ starting employment with Airservices; or</li> <li>○ DVA certifies the condition; and</li> </ul> </li> <li>• an annual credit of three weeks (15 days) defence service sick leave.</li> </ul> <p>These credits will be pro-rata for part time employees.</p>
<b>63.3</b>	This clause has been inserted and provides that an employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

63.4	This clause has been inserted and provides that unused annual credits can be accrued to nine weeks.
63.5	This clause has been inserted and provides that an employee cannot use annual credits until the initial credit of defence service sick leave is exhausted.
63.6	This clause has been inserted and provides that defence service sick leave is paid and counts as service for all purposes.
<b>Leave to attend proceedings (witness leave)</b>	
64.1	This clause has been inserted and provides that an employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
64.2	This clause has been inserted and provides that if an employee is not covered by clause 64.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties, the employee will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and Airservices.
64.3	This clause has been inserted and provides that an employee may otherwise be granted paid or unpaid leave by Airservices if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. An employee may elect to use accrued recreation leave, flex or TOIL instead of approved unpaid leave.
64.4	This clause has been inserted and provides that Airservices may refuse to release an employee from duty having regard to operational requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.
<b>Parental leave</b>	
67.1	This clause has been inserted and provides that a primary caregiver and secondary caregiver is defined in the definitions section.
67.2	This clause replaces clause 60 of the former agreement, and provides that: <ul style="list-style-type: none"> <li>• an employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (inclusive of all legislated leave entitlements) (<b>parental leave period</b>);</li> <li>• the parental leave period does not extend fixed-term employment where the employment period remaining is less than 24 months; and</li> <li>• an employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.</li> </ul>
67.3	This clause amends clause 61.2 of the former agreement and provides that, except in the circumstances described in clauses 67.20 to 67.24, employees must give at least 10 weeks' notice (if the employee is pregnant) or at least 18 weeks' notice (for any other employee) or the notice required under the <i>Civil Aviation Safety Regulations 1998</i> , prior to the expected date of birth. The employee must also give a doctor's certificate not less than 10 weeks or 18 weeks (as applicable) confirming the expected date of birth, prior to the expected date of birth.

	A shorter notice period may be requested by employees and the approval of a shorter notice period will not be unreasonably withheld, subject to operational requirements.
<b>67.4</b>	This clause replicates clause 61.3 of the former agreement and provides that pregnant employees must absent themselves from work at least 6 weeks before the expected date of birth of the child, and 6 weeks after the actual date of birth. However, a shorter period may be agreed based on advice from a medical practitioner.
<b><i>Payment during parental leave</i></b>	
<b>67.5</b>	This clause has been inserted and provides that an employee is entitled to parental leave with pay as per clauses 67.7 and 67.8 within the parental leave period. Any further parental leave during the parental leave period is without pay. The clause further provides that any unused paid parental leave remaining at the end of the employee's parental leave period will lapse and that an employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
<b>67.6</b>	This clause has been inserted into the agreement and provides that employees newly engaged or who have moved to Airservices from an APS agency or Commonwealth employer are eligible for the paid parental leave in clauses 67.7 and 67.8 where such paid leave was not already been provided by an APS or Commonwealth employer in the 24 months since the child's date of birth or placement. However, if part of that leave has been provided, the remainder of the paid parental leave period will be available to the employee to access.
<b>67.7</b>	This clause has been inserted and provides that an employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks.
<b>67.8</b>	This clause has been inserted into the agreement and provides that an employee who is a secondary caregiver is entitled to paid parental leave during the parental leave period in accordance with Table 1, which provides: <ul style="list-style-type: none"> <li>• 8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided (where the parental leave period falls between the date of the commencement of the agreement and 28 February 2025);</li> <li>• 11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided (where the parental leave period falls between 1 March 2025 and 28 February 2026);</li> <li>• 14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided (where the parental leave period falls between 1 March 2026 and 27 February 2027); and</li> <li>• 18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided (where the parental leave period falls on or after 28 February 2027).</li> </ul>
<b>67.9</b>	This clause has been inserted and provides that parental leave with pay can be accessed flexibly during the parental leave period and does not have to be taken in a single block. Parental leave can be taken on a part-time basis, and can be taken at the same time as another parent in relation to the same child.



<b>67.10</b>	This clause has been inserted into the agreement and provides that the rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
<b>67.11</b>	This clause has been inserted into the agreement and provides that the payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary.
<b>67.12</b>	Clause 67.12 of the proposed agreement replaced clause 60.1 of the former agreement. This clause provides that casual employees may be entitled to unpaid parental leave in accordance with the FW Act.
<b>67.13</b>	Clause 60.3 of the former agreement has been amended where it previously provided that an employees may take up to 52 weeks unpaid parental leave for the birth of a child. This has been superseded by the new parental leave clauses.
<b>67.14</b>	Clause 61.7 of the former agreement has been amended to include a requirement to provide Airservices at least 4 weeks' notice of resuming duty at the end of parental leave.
<b>67.15</b>	This clause has been inserted to clarify that only paid parental leave counts as service.
<b>Maternity leave</b>	
<b>Former agreement clauses 61.1 – 61.7</b>	These clauses have been replaced by the clauses relating to parental leave described above.
<b><i>Adoption and long-term foster care</i></b>	
<b>Clause title</b>	The clause heading of clause 62 of the former agreement has been amended from "adoption leave" to "adoption and long-term foster care"
<b>67.16</b>	Clause 62.3 of the former agreement has been amended and provides that employees who are a primary or secondary caregiver are entitled to parental leave in accordance with agreement (for adoption or long-term foster care) in the circumstances set out at subclauses 67.16(a)-(c).
<b>67.17</b>	Clause 62.4 of the former agreement has been amended to provide that documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster care.
<b>67.18</b>	Clause 62.2 of the former agreement has been amended to reflect the expansion of the entitlement to long-term foster care, and to permit the entitlement at clause 67.16 to be taken as a single period or 2 or more periods of leave across a period of up to 24 months (where it was previously 52 weeks).

<b>Stillbirth</b>	
<b>67.20</b>	This clause has been inserted into the agreement and provides that parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
<b>67.21</b>	This clause has been inserted into the agreement and provides for the definition of when a child is a still born child.
<b>Pregnancy loss leave</b>	
<b>67.22</b>	This clause has been inserted and provides that a pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. The clause also defines pregnancy loss as a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
<b>67.23</b>	This clause has been inserted and provides that pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and the proposed agreement.
<b>Premature birth leave</b>	
<b>67.24</b>	This clause has been inserted and provides that in circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. The clause also clarifies that parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with the parental leave period in the proposed agreement.
<b>Supporting partner leave</b>	
<b>Former agreement clause 63</b>	This clause has been replaced by the new clauses relating to parental leave.
<b>Long service leave</b>	
<b>68.2</b>	This clause has been amended to provide that the minimum period of leave Airservices will provide is 7 calendar days (at full or half pay).
<b>68.4</b>	Former agreement clause 64.4 has been amended to provide that long service leave cannot be broken with other periods of leave unless provided for in the re-crediting of leave (clause 72).

<b>Personal illness during paid leave</b>	
<b>Former agreement clause 65</b>	This clause has been removed as it has now dealt with in clause 72 "re-crediting of leave".
<b>Special leave</b>	
<b>70.1</b>	<p>This clause has been amended to remove reference to former agreement clause 67.1(b), (e) and (f) and these are now dealt within proposed agreement clause 57.2, clause 64, and clause 67.</p> <p>Former agreement clause 67.1(g) has also been amended to remove reference to special leave being granted for a "cultural event" as that is now dealt with in clauses 61.7- 61.10.</p>
<b>Public holidays</b>	
<b>71.1</b>	Clause 68 of the former agreement has been amended to provide that employees are entitled to the holidays listed at subclauses (a)-(i) as observed at their normal work location in accordance with the FW Act. Subclause (i) has been inserted so that a public holiday includes any other day / part day declared or prescribed by or under a law of a State or Territory which is generally observed as a public holiday, other than a day or part day excluded by the <i>Fair Work Regulations 2009</i> from counting as a public holiday.
<b>71.2</b>	This clause has been inserted and provides that if a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed in clause 71.1, then the substituted day or part day is the public holiday.
<b>71.3</b>	This clause has been inserted and provides Airservices and an employee may agree to substitute a day or part day that would otherwise be a public holiday, with regard to operational requirements.
<b>71.4</b>	This clause has been inserted and provides Airservices and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday, subject to operational requirements and reasonable notice. If the employee cannot work on the prescribed day, they will be required to work make-up time at an agreed time. A substitution under this clause does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
<b>71.5</b>	This clause has been inserted and provides that if an employee substitutes a public holiday for another day, the employee will not be paid penalty rates for working their normal hours on the public holiday that was substituted.

<b>71.6</b>	This clause has been retained from the existing public holiday clause, and provides that when employees take Recreation or Accrued Leave over a gazetted public holiday, the day/s of public holiday will not be deducted from an employee's Recreation / Accrued Leave balance.
<b>71.7</b>	This clause has been inserted and provides that where an employee is absent on leave (other than recreation leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday, but rather payment will be in accordance with the type of leave taken (i.e. leave taken at half pay will result in payment being paid at half the full rate).
<b>71.8</b>	This clause has been inserted and provides that if under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the Employee would have worked, or does perform work, on that day. Payment at the public holiday rate for such a Sunday worked will only be payable where the employee performs work on the Sunday and the Sunday is a public holiday under clause 71.1(a)-(h).
<b>71.9</b>	This clause has been inserted and provides that an employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
<b>71.10</b>	<p>This clause has been inserted and provides that where a full-time employee (other than a shift-worker, and including but not limited to employees on compressed hours) has a regular planned day off which would fall on a public holiday, Airservices may allow the employee to change their planned day off so that it does not fall on a public holiday. This clause also provides that if it is not possible to change an employee's planned day off, the employee will be credited an equivalent amount to their regulator hours in flex credits in recognition of the planned day off.</p> <p>This entitlement in clause 71.10 does not apply to a shift worker employee.</p>
<b>Re-crediting of leave</b>	
<b>72.1</b>	This clause has been inserted and provides that if an employee is on one of the particular forms of leave listed in subclauses (a) – (h) (including recreation leave, purchased leave etc), and the employee then becomes eligible during that leave for one of the forms of leave listed in subclauses (i) – (n) (including personal/carer's leave, compassionate or bereavement leave etc), then the affected period of leave will be recredited. The effect of this is that when this situation occurs, the first form of leave will be recredited and the second form of leave will be debited instead for the period of relevant leave.
<b>72.2</b>	This clause has been inserted and provides that where an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited. In effect, this period of leave would be debited from the applicable second form of leave rather than the employee's personal/carer's leave

<b>72.3</b>	This clause has been inserted into the agreement and provides that the re-crediting of leave is subject to appropriate evidence of eligibility for the substituted leave.
<b>Family and domestic violence support</b>	
<b>Clause title</b>	The clause heading of clause 69 of the former agreement has been amended from “family and domestic violence leave” to “family and domestic violence support”.
<b>Former agreement clause 69</b>	This clause has been removed as it is now dealt within in clauses 73.1 to 73.17 of the proposed agreement
<b>73.1</b>	This clause has been inserted and provides that Airservices will provide support to employees affected by family and domestic violence depending on the employee's circumstances.
<b>73.2</b>	This clause has been inserted and provides that Airservices recognises a holistic approach should be taken to support the employee appropriate for the employee's individual circumstances.
<b>73.3</b>	This clause has been inserted and provides that the family and domestic violence support provisions in the proposed agreement (including paid leave) are applicable to all employees covered by the proposed agreement.
<b>73.4</b>	This clause has been inserted and provides that an employee experiencing family and domestic violence is able to access special paid leave. This clause also sets out a non-exhaustive list as to when an employee may access this form of leave.
<b>73.5</b>	This clause has been inserted and provides that the entitlement to access special paid leave while experiencing family and domestic violence is in addition to other leave entitlements and may be taken as consecutive, single or part days. Further, this clause provides that this leave will count as service for all purposes.
<b>73.6</b>	This clause has been inserted and provides that in recognition of the emergency contexts in which family and domestic violence leave may need to be accessed, employees may take family and domestic violence leave and seek approval at a later date (as soon as practicable).
<b>73.7</b>	This clause has been inserted and provides that these provisions of the proposed agreement do not reduce an employee's entitlement to family and domestic violence leave under the NES.
<b>73.8</b>	These clauses have been inserted and provide that special paid leave for family and domestic violence leave is paid to employees at their full rate as if they were at work and at the full rate for casual employees if they were rostered to perform work when they took this form of leave.
<b>73.9</b>	

73.10	These clauses have been inserted and provide that evidence may be requested in support of taking this leave and where required by Airservices but then when this is to occur, this will be discussed with the relevant employee and only a statutory declaration will be required. These clauses also provide for other forms of evidence that may be provided to Airservices in support of such leave.
73.11	
73.12	This clause has been inserted and provides that Airservices will take all reasonable steps to treat information relating to family and domestic violence confidentially, including adopting a needs to know approach regarding the communication of an employee's experience with family and domestic violence leave. However, this is subject to steps that Airservices may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
73.13	This clause has been inserted and provides that where Airservices needs to disclose confidential information in accordance with clause 73.12, Airservices will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
73.14	This clause has been inserted and provides that Airservices will not store or include information relating to an employee's experience with family and domestic violence leave, accessing family and domestic violence leave or supports provided by Airservices on their payslips, unless required by legislation.
73.15	This clause has been inserted and provides for the other supports that may be available for employees experiencing family and domestic violence leave.
73.16	This clause has been inserted and provides that Airservices will acknowledge and take into account an employee's experience with family and domestic violence leave if an employee's attendance or performance at work is affected.
73.17	This clause has been inserted and provides that further information about leave and other supports for employees experiencing family and domestic violence leave is available in Airservices' policy.
<b>Blood donation</b>	
74.1 – 74.2	These clauses have been inserted and provide that an employee can take reasonable time away from duty (including reasonable travel time) during ordinary hours to donate blood, plasma or platelets and will be considered on duty while they undertake the donation. However, the employee must receive approval in advance from their manager before they will be away from work for the donation. Approval will be subject to operational requirements, including consideration of any required time away from operational duty after the donation and safety considerations.
<b>Employee Assistance Program</b>	
75	This clause has been inserted and provides for employees, their partners, dependants and children to have access to a confidential, professional counselling service to manage personal and work issues. The service will be free for employees and accessible on paid time.

<b>PART E – PERFORMANCE, CONDUCT, FITNESS AND TERMINATION</b>	
<b>Recruitment and selection</b>	
<b>Transfers</b>	
<b>77.4</b>	This clause has been slightly amended to clarify that the consultative group developed under this clause will include an equal number of employer and Union representatives.
<b>3-yearly medical examinations</b>	
<b>83.1</b>	This clause has been slightly amended to include the Union in the arrangements for alteration by agreement contemplated by that clause.
<b>83.3</b>	This clause has been amended to include the Union in relation to the arrangements for examination of appropriate additional medical testing of employees contemplated by that clause.
<b>Notice of termination requirements</b>	
<b>84.1</b>	Clause 78.1 of the former agreement has been amended so that it is clear the "Act" being referred to is the Fair Work Act.
<b>84.3</b>	This clause replaces former clause 78.3 and provides that employees may resign by giving Airservices at least 14 calendar days' notice (whereas it previously required permanent employees to provide Airservices with at least 2 weeks' notice of their resignation).
<b>Payment on death of an employee</b>	
<b>84.8</b>	This clause has been inserted and provides that where an employee dies (or is presumed to have died), Airservices must (subject to any legal requirements) authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

<b>PART F – CLASSIFICATIONS AND PAY</b>	
<b>Progression</b>	
<b>90.1</b>	The “Lead Aviation Firefighter (LAAF)” in the table has been updated to “Lead Aviation Firefighter 1 (LAAF1)” and additional classifications have been inserted including “Lead Aviation Firefighter 2 (LAAF2)” and “Lead Aviation Firefighter 3 (LAAF3)”. The service required under the Sub-Station Officer (SSO) classification in the table has also been updated from “3 years at LAFF” to “12 months at LAFF3”.
<b>90.5</b>	This clause has been inserted and provides that after 12 months service as a LAFF1 and maintenance of the Certificate III in Public Safety (Fire Fighting and Emergency Operations) the employee will progress to LAFF2.
<b>90.6</b>	This clause has been inserted and provides that after 12 months service as a LAFF2 and maintenance of the Certificate III in Public Safety (Fire Fighting and Emergency Operations) the employee will progress to LAFF3.
<b>LAFF transitional arrangements on commencement of the agreement</b>	
<b>90.12</b>	This clause has been inserted and provides that transitional arrangements for LAFF1 to LAFF3 that will apply to existing employees who hold the classification of LAFF prior to commencement of this agreement, subject to them meeting the service criteria.
<b>90.13</b>	This clause has been inserted and provides that existing service as a LAFF prior to commencement of this agreement will be counted for the purposes of transitioning into the position of LAFF2 or LAFF3.
<b>90.14</b>	The table has been inserted and provides clarification on how the transition will operate for those who held the classification of LAFF prior to the commencement of this agreement.
<b>90.15</b>	This clause has been inserted and provides that an employee should not take longer than 24 months to become a LAFF3 from the anniversary date of when they become a LAFF1.
<b>90.16</b>	This clause has been inserted and provides that the employee must have been on operational duty for no less than the duration of the relevant periods to transition to a higher LAFF classification.
<b>90.17</b>	This clause has been inserted to provide examples to determine how a current LAFF transitions into the new LAFF1-3 progression structure.
<b>90.18</b>	This clause has been inserted to clarify that the transitional arrangement provisions will cease to operate at the nominal expiry date of this agreement.



<b>Work level descriptors</b>	
<b>91.4</b>	Clause 85.4 of the former agreement outlines “LAFFS” which has been replaced with “LAFF classifications” to capture all three new LAFF levels.
<b>Superannuation</b>	
<b>Members of an accumulation scheme</b>	
<b>92.1</b>	Clause 86.1 of the former agreement has been updated to include “advanced first aid and resuscitation allowance” in the list of what base salary includes.
<b>Members of defined benefit schemes</b>	
<b>92.5</b>	The word “or successor fund” has been inserted in clause 86.5 of the former agreement.
<b>Overpayments</b>	
<b>94.1</b>	This clause has been inserted to explain the circumstances in which an overpayment to an employee can occur.
<b>94.2</b>	This clause has been inserted and provides that an Airservices will provide an employee a notice in writing with details of the overpayment if it considers an overpayment has occurred.
<b>94.3</b>	Clause 88.1 of the former agreement has been amended to include that reasonable payment arrangements will be in writing between the employee and Airservices, and that a repayment arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee.
<b>94.4</b>	This clause has been inserted and provides that where an employee disagrees with Airservices' view that there is an overpayment, the employee must advise Airservices of this disagreement within 28 calendar days of receiving the notice of the overpayment. Once an employee has notified Airservices of their disagreement in writing in respect of the overpayment, no further action will be taken until the employee's response has been reviewed.
<b>Salary</b>	
<b>95</b>	Salary rates in this attachment have been updated to reflect the following salary increases: <ul style="list-style-type: none"> <li>• 4.0 per cent from the first full pay period on or after the commencement of the proposed agreement;</li> <li>• 3.8 percent from the first full pay period on or after 21 February 2025; and</li> <li>• 3.4 per cent from the first full pay period on or after 21 February 2026.</li> </ul>

The salary table also sets out the base salary for the new LAFF2 and LAFF3 classifications.  
The pay relativities have also been maintained for the SSO, SO and FC classifications.