

# **Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2024-2027**

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## PART A – AGREEMENT ADMINISTRATION

### 1 Title

This Agreement will be known as the *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2024~~2~~-2027~~3~~*.

### 2 Definitions

~~(a) **Act:** the Fair Work Act 2009 (Cth) as amended from time to time, including any successor legislation.~~

(a) **Agreement:** this enterprise agreement, with the full title of *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2024~~2~~-2027~~3~~*.

(b) **Airservices:** means *Airservices Australia*.

~~(b)(c) **Child:** means a biological child, adopted child, foster child, stepchild or ward.~~

~~(e) **DAME:** Designated Aviation Medical Examiner, or where it is impractical to attend a DAME, another suitable medical practitioner.~~

(d)

~~(d)(e) **Domestic partner:** a person who lives with an employee in a domestic partnership, including the employee's spouse or de facto partner.~~

~~(e) **Immediate family:**~~

~~(i) — The employee's domestic partner or former domestic partner;~~

~~(ii) — A child (including an adopted child, a step child, an ex-nuptial child, foster child, or an adult child), parent, grandparent, grandchild or sibling of the employee or of the employee's domestic partner or former domestic partner; and~~

~~(iii) — A person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures.~~

(f) **Employees:** employees of Airservices to whom this Agreement applies.

(g) **Employee representative:** an official, officer or employee of a registered union or industrial association, or a workplace representative or Union delegate of a registered union or industrial association, or any other representative chosen by employees in a workplace.

(h) **Family:** means

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

(i) **Family and Domestic Violence:** has the same meaning as in section 106B(2) of the FW Act. ~~any violent, threatening or other abusive behaviour by an~~



~~individual(s) against a person or a person's family or household. This includes physical, sexual, financial, verbal or emotional abuse.~~

(j) **FW Act:** means the *Fair Work Act 2009* as amended from time to time.

(k) **FWC:** means the Fair Work Commission or any successor body that is conferred with the same or similar functions.

(l) **NES:** means the National Employment Standards at Part 2-2 of the FW Act.

~~**Immediate family:**~~

~~— The employee's domestic partner or former domestic partner;~~

~~— A child (including an adopted child, a step child, an ex-nuptial child, foster child, or an adult child), parent, grandparent, grandchild or sibling of the employee or of the employee's domestic partner or former domestic partner; and~~

~~— A person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures.~~

(m) **Ordinary hours:** any work that is paid at the employee's base salary rate.

~~(h)~~(n) **Overtime:** any work that is paid at 1.85 times the employee's base salary rate, or in which an employee is credited with time off in lieu at the rate of 1.85 time worked

~~**Overtime:** any work that is paid at 1.5 times the employee's base salary rate, or in which an employee is credited with time off in lieu at the rate of 1.5 time worked.~~

(o) **Partner:** a spouse (including a former spouse) or de facto partner (including a former defacto partner).

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

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

(r) **Union:** United Firefighters Union of Australia – Aviation Branch.

~~(i)~~(s) **Union delegate:** a member of the Union endorsed by Union members and recognised by the Union as a representative of employees to represent employee's interests, or a member of the Union's Branch Committee of Management (BCOM).

## 43 Period of operation

~~4.13.1~~ This Agreement will commence 7 days after it is approved by the ~~Fair Work Commission~~ FWC.

~~3.2~~ The nominal expiry date of this Agreement is ~~1 year after the commencement date~~ 21 February 2027.

~~4.23.3~~ Negotiations for a new agreement will commence no later than three (3) months prior to expiry date of this Agreement.

## 54 Scope and pParties bound

~~4.1~~ This Agreement covers:

(a) Airservices;

~~(b) ,the Union and~~ all employees employed in a classification set out in clause ~~95959589~~ of this Agreement; and

(c) subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which was a bargaining representative for this Agreement:

(i) ,the United Fire Fighters Union of Australia - Aviation branch.

~~5.14.2~~ Employees covered by this Agreement stay covered by this Agreement regardless of whether they enter an individual contract.

~~5.24.3~~ ~~This Agreement will be applied so that it does not reduce the benefits to an employee provided by the National Employment Standards. The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an employee of Airservices in any respect when compared with the NES.~~

## 65 Relationship to the Award

This Agreement is comprehensive and operates to the exclusion of the *Airservices Australia Enterprise Award 2016*.

## 76 Relationship to policies and procedures

~~7.16.1~~ Airservices' policies and procedures pertaining to the employment relationship do not form part of this Agreement. To the extent that there is any inconsistency between a policy or procedure and this Agreement, this Agreement prevails.

~~7.26.2~~ Airservices will consult, in accordance with the process set out in clause ~~15-1515~~, with employees, the Union and employee representatives in the development and variation of policies and procedures.

## 87 Agreement objectives and commitments

- ~~8.1~~7.1 All parties covered by this Agreement are committed to fostering an employment relationship based on mutual respect, cooperation, and the principles of consultation and participation in all aspects relating to employment conditions. The parties recognise their shared objective to prevent and eliminate discrimination and harassment in the workplace.
- 7.2 All parties covered by this Agreement acknowledge that Airservices has a responsibility to continuously review the way work is performed with a view to improving productivity. Therefore, subject to Airservices complying with its consultation obligations and mitigating adverse impacts on employees, employees and their representatives accept that business reform is likely during the life of this Agreement and they too will be open, cooperative and responsive to the need for reform and improvement.
- 7.3 [Airservices values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. Airservices recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.](#)
- 7.4 [Airservices recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Right's Commission's guidance, including the Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment.](#)
- ~~8.2~~7.5 [Airservices will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.](#)
- ~~8.3~~7.6 The parties to the Agreement are committed to working together to provide a safe and healthy work environment.
- ~~8.4~~7.7 The parties to the Agreement commit to engagement and consultation as a part of the framework for continuous improvement of the management of health and safety risks through facilitating election of Workplace Health and Safety Representatives (HSRs) and establishing and supporting an ARFFS Workplace Health and Safety Committee as one of the appropriate consultation mechanisms, consistent with the legislative requirements of the [Work Health and Safety Act 2011 \(Cth\) WHS Act](#).

### Staffing

- ~~8.5~~7.8 Airservices will use the methodology as contained within Chapter 10.5 of the ICAO Airport Services Manual (Services Manual) to determine the minimum ARFF staffing levels until such time as the CASA Regulations are amended to include the Services Manual.
- ~~8.6~~7.9 In the application of this methodology and process, consultation will be consistent with the intent specified in this agreement, via the direct engagement of [employees, the Union and](#) employee representatives ~~and staff~~ at all stages of the process.
- ~~8.7~~7.10 Airservices will be required to consult on any proposed staffing changes as a result of the application of this methodology and process prior to any final decision being made and prior to the implementation of the decision.

~~8.87.11~~ Disputes regarding ~~Cl~~auses ~~7.87.87.87.5-7.107.107.107.7~~ above may be referred by either party to the ~~Fair Work Commission~~FWC for conciliation and arbitration in accordance with ~~Cl~~ause ~~20.420.420.420.1(a) and (b)~~, without the requirement to follow the steps outlined at ~~Cl~~ause ~~20.420.420.420.1(a) and (b)~~.

## 98 Service obligation

~~9.18.1~~ The parties to this Agreement recognise that Airservices is obliged to continuously provide safe and efficient airport firefighting services in accordance with the provisions of the *Air Services Act 1995 (Cth) and Civil Aviation Act 1998 (Cth)* and subject to the provisions of the *Work Health and Safety Act 2011 (Cth)*.

~~9.28.2~~ In meeting this obligation, the parties to this Agreement commit to the development, application and review of mechanisms, consistent with the consultation obligations set out in this Agreement, to provide service continuity to ensure the safety of air navigation.

## 109 Employees' duties

~~10.19.1~~ Employees must perform the duties of their position, and any other duties assigned by Airservices, and any other duties that employees are trained or qualified for, diligently, in good faith, and in a manner that maintains Airservices' confidence in the employee.

~~10.29.2~~ Employees must comply with Airservices' documented policies, procedures, management instructions and guidelines, and operational instructions and procedures, as adopted by Airservices from time to time.

## 110 Airservices' duties

~~11.110.1~~ In return for the performance of an employee's work under this Agreement, Airservices will pay employees the remuneration specified by this Agreement and otherwise comply with the provisions of this Agreement.

~~11.210.2~~ Airservices will provide training which is directed towards improving and enhancing employees' skills and capabilities that are relevant to employees' positions and career progression with Airservices.

## 1211 Categories of employment

~~12.111.1~~ Employees will be employed in one of the following categories

(a) **Probationary employment:**

- (i) Except for casual employees, the first three (3) months of an employee's employment will be probationary for the purpose of determining the employee's suitability for continued employment.
- (ii) The probationary period specified in an offer of employment may be longer where the position involves a formal period of training exceeding three (3) months followed by a formal assessment mechanism.
- (iii) During the probationary period, Airservices will advise the employee whether their employment will be continued or not. As an alternative to terminating employment, Airservices and an employee may agree to a further probationary period of up to three (3) months.

- (iv) An employee's probationary period counts as service.
- (v) Probationary employment may be terminated by Airservices or the employee by giving [one \(1\) week](#) of notice.
- (b) **Permanent full-time employment** means that an employee works on a permanent basis for 38 ordinary hours per week.
- (c) **Permanent part-time** employment means that an employee works on a permanent basis for less than 38 ordinary hours per week.
  - (i) Part-time employees will receive, on a pro-rata basis, equivalent pay and conditions to a permanent full-time employee of the same classification unless otherwise specified in this Agreement.
  - [\(ii\) Before commencing part-time employment, Airservices and the employee will agree in writing to the employee's ordinary hours of work, days of work, and start and finish times.](#)
  - [\(iii\) Employees engaged on a full-time basis will not be compelled to convert to part-time employment.](#)
  - [\(iv\) Employees engaged on a part-time basis will not be compelled to convert to full-time employment.](#)
- (d) **Casual employment**
  - (i) This means that an employee is not a permanent employee and that the employee's hours of work and employment are irregular ~~or~~ **and** intermittent, subject to the employee's availability and Airservices' needs.
  - (ii) Airservices is not obliged to provide a casual employee with work. Each engagement is a separate period of employment.
  - (iii) Casual employees are employed by the hour with wages accruing from day to day and paid fortnightly. The hourly rate is the same as that for a permanent full-time employee of the same classification plus a loading of 25% [in lieu of public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave except for long service leave](#). Where a casual employee works on a Sunday, they will be paid either per this Agreement, or per the Airservices Australia Enterprise Award 2016 plus 1%, whichever is higher.
    - [\(iv\) Casual employees are not entitled to any paid leave except for long service leave.](#)
    - [\(v\) A casual employee shall be engaged for a minimum of three \(3\) hours per engagement or shall be paid for a minimum of three \(3\) hours at the appropriate casual rate.](#)
    - [\(vi\) A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount in accordance with clause 49.849.849.8.](#)
- (e) **Fixed-term employment**
  - (i) ~~(iv)~~ This means employment for a fixed period of time [or](#) for ~~the purpose of~~ a specified ~~task or~~ event, or on a specific project, [on either a full-time or part-time basis](#), as agreed in writing. Any such engagement is subject to the termination provisions of this Agreement.
  - (ii) An employee who is continuously employed for more than 12 months, including on roll-over or consecutive engagements, is entitled to be

permanently appointed at the classification of the most recent engagement. This does not apply to fixed-term employment on a discrete project for a finite period greater than 12 months with no further employment prospects on completion.

- (iii) Fixed-term employment counts as service, including if an employee is permanently appointed at the conclusion of a fixed-term engagement.
- (iv) Fixed-term employees will receive, on pro-rata basis, equivalent pay and conditions as a permanent full-time employee of the same classification.
- (v) If the fixed-term employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 878787 will apply.
- ~~(iv)~~(vi) If the redundancy provisions apply to an employee under clause 11.111.111.1(e)(e)(v)(v)(iv), Airservices must adhere to the consultation requirements at clause 00.

## **1312** Employment letter

Employees' classification, salary, employment category and work location will be set out in writing by Airservices in the offer of employment letter, or any subsequent letter. In the event of any change to an employee's classification, employment category or work location, the employee will be advised in writing.

## **1413** Secondary employment

~~14.1~~13.1 Subject to the following clause, employees cannot work for someone (including self-employment) other than Airservices.

~~14.2~~13.2 Airservices may give written permission to an employee to engage in secondary employment. Airservices will give permission where it is of the opinion that the secondary employment will not harm Airservices' business or affect the employee's ability to perform their duties. Airservices will not unreasonably withhold its permission.

## **1514** Legal assistance

~~15.1~~14.1 Airservices will indemnify and release each employee against all claims and demands made against them by any person (including by Airservices, employees of Airservices, customers of Airservices and legal personal representatives) where:

- (a) the claim or demand is made as a result of injury or loss to a person or property as a result of the employee's negligence or alleged negligence in performing the employee's duties in the course of employment;
- (b) except where such injury or loss was caused wilfully by the employees or was caused by an employee's gross dereliction of duty.

~~15.2~~14.2 Where Airservices indemnifies and releases an employee pursuant to this clause, Airservices will provide legal counsel and defend the employee and the employee's estate in any legal action arising in connection with the performance of the employee's duties, and indemnify the employee and hold the employee harmless from any judgement resulting from legal actions.

~~15.3 After consideration of Airservices' operational requirements, and subject to relevant legislative obligations, Airservices will release employees from duty without loss of pay to act as a witness for a time sufficient to prepare and appear before:~~

~~(a) a Coroner's inquest;~~

~~(b) a Royal Commission; or~~

~~any other inquiry where it is alleged an Airservices' employee or group of employees were negligent in performing their duties in the course of their employment.~~

## **1615 Consultation on change**

### Principles

15.1 Genuine and effective consultation with employees and ~~the relevant union(s)~~the Union, taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.

15.2 Airservices recognises:

(a) the importance of inclusive and respectful consultative arrangements;

(b) employees and ~~the relevant union(s)~~the Union should have a genuine opportunity to influence decisions;

(c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on Airservices' policies may occur over at least two (2) weeks, whereas a major change is likely to require a more extensive consultation process;

(d) consultation with employees and ~~relevant unions~~the Union on workplace matters that significantly affect or materially impact them is sound management practice; and

(e) the benefits of employee and union involvement and the right of employees to be represented by their union.

15.3 Genuine and effective consultation involves:

(a) providing employees and ~~the relevant union(s)~~the Union with a genuine opportunity to influence the decision prior to a decision being made;

(b) providing all relevant information to employees and ~~the relevant union(s)~~the Union in a timely manner to support consideration of the issues;

(c) considering feedback from employees and ~~the relevant union(s)~~the Union in the decision-making process; and

(d) advising employees and ~~the relevant union(s)~~the Union of the outcome of the process, including how their feedback was considered in the decision-making process.

### When consultation is required

15.4 Consultation is required in relation to:

(a) changes to work practices which materially alter how an employee carries out their work;

(b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- (c) major change that is likely to have a significant effect on employees;
- (d) implementation of decisions that significantly affect employees;
- ~~(a)~~ (e) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
- (f) other workplace matters that are likely to significantly or materially impact employees.

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

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

15.6 Clauses 15.9 to 15.22 apply if Airservices:

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

**Representation**

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

15.8 Airservices must recognise the representative if:

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

**Major changes**

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

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

15.10 The following additional consultation requirements in clauses 15.11 to 15.18 apply to a proposal to introduce a major change referred to in clause ~~15.9~~15.4(c).

15.11 Consultation with employees and the Union and/or recognised representatives will occur prior to a decision being made, subject to clause 15.5.



- 15.12 Where practicable, an Airservices change manager or a primary point of contact will be appointed and their details provided to employees and the Union and/or their recognised representatives.
- 15.13 Airservices must notify employees and the Union and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 15.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 15.5, Airservices must:
- (a) discuss with affected employees and the Union and/or other recognised representatives:
    - (i) the proposed change;
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - (b) for the purposes of the discussion - provide, in writing, to employees and the Union and/or other recognised representatives:
    - (i) all relevant information about the proposed change, including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 15.15 Airservices must give prompt and genuine consideration to matters raised about the major change by employees and the Union and/or other recognised representatives.
- 15.16 However, Airservices is not required to disclose confidential or commercially sensitive information to employees and the Union and/or other recognised representatives.
- 15.17 Information that is provided by Airservices to employees, the Union and employee representatives -under these provisions will be used only for the purposes for which it is provided unless Airservices expressly consents to it being used for another purpose.

#### **Change to regular roster or ordinary hours of work**

- 15.18 The following additional consultation requirements in clauses 15.19~~15.19~~15.20 to 15.22~~15.22~~15.23 apply to a proposal to introduce a change referred to in clause 15.9~~15.9~~15.9( ).
- 15.19 Airservices must notify affected employees and ~~the relevant union(s)~~the Union and/or other recognised representatives of the proposed change.
- 15.20 As soon as practicable after proposing to introduce the change, Airservices must:
- (a) discuss with employees and ~~the relevant union(s)~~the Union and/or other recognised representatives:
    - (i) the proposed introduction of the change; and
  - (b) for the purposes of the discussion--provide to the employees and ~~relevant union(s)~~the Union and/or other recognised representatives:
    - (i) all relevant information about the proposed change, including the nature of the proposed change; and
    - (ii) information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

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

(c) invite employees and ~~the relevant union(s)~~the Union and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, Airservices is not required to disclose confidential or commercially sensitive information to the relevant employees and ~~the relevant union(s)~~the Union and/or other recognised representatives.

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

15.22 Airservices must give prompt and genuine consideration to matters raised about the proposed change by the employees and ~~the relevant union(s)~~the Union and/or other recognised representatives.

### Interaction with emergency management activities

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

~~16.1—The intent of this consultation provision is to ensure employees and any employee representatives are fully informed, consulted and provided with a genuine opportunity to express their views and provide comments and suggestions prior to any final decision being made about changes that are likely to have a significant impact on employees and changes to an employee's regular roster or ordinary hours of work. Airservices will give genuine consideration and respond to matters raised and proposals and options put forward.~~

~~16.2—These consultation arrangements support Airservices in meeting its legislative and regulatory obligations.~~

~~16.3—Airservices will consult employees and employee representatives about:~~

~~(a) the introduction of changes that are likely to have a significant impact on employees covered by this Agreement before a final decision is made to adopt a proposal and implement any change; and~~

~~(b) changes to an employee's regular roster or ordinary hours of work.~~

## **Consultation on changes that are likely to have a significant impact on employees**

~~16.4~~ Changes that will be regarded as likely to have a significant impact on employees will include changes of a structural or technological nature, changes in the deployment or methods of operation of employees and any changes that are likely to lead to the redundancy of positions held by employees.

~~16.5~~ Before making a decision to introduce change that is likely to have a significant impact on employees, Airservices will consult with affected employees by:

- ~~(a)~~ notifying the relevant employees of the proposal to introduce the change;
- ~~(b)~~ providing all relevant information regarding any change as outlined in clause 15.3(a) above, including but not limited to:
  - ~~(i)~~ the nature of the proposed change;
  - ~~(ii)~~ the information about the expected effects on employees; and
  - ~~(iii)~~ any other matters likely to affect the employees;
- ~~(c)~~ providing the relevant employees with an opportunity to nominate or appoint a representative for the purposes of consultation under this clause, and recognise the nominee or representative appointed;
- ~~(d)~~ discussing with the relevant employees and their employee representatives:
  - ~~(i)~~ the introduction of the change;
  - ~~(ii)~~ the effect the change would be likely to have on the employees; and
  - ~~(iii)~~ the measures Airservices is taking to avert or mitigate the adverse effect of the change on the employees;
- ~~(a)~~ inviting the employee and their employee representatives to give their views about the impact of the change (including, but not limited to any impact in relation to their family and caring responsibilities); and
- ~~(b)~~ giving prompt and genuine consideration to matters raised about the change.

~~16.6~~ Airservices is not required to disclose confidential or commercially sensitive information. Airservices will provide and discuss its reasons for not making such information available.

~~16.7~~ Information that is provided by Airservices to employees and their employee representatives under these provisions will be used only for the purposes for which it is provided unless Airservices expressly consents to it being used for another purpose.

~~16.8~~ — If there are disputed issues between the parties during the consultation process, the parties acknowledge they will take all reasonable steps to resolve these issues. If the parties are unable to resolve any issues, the matters can be addressed under the dispute resolution process set out in clause 20.

~~16.9~~ — Following consultation, and once a final decision is made by Airservices to implement a change, employees and their employee representatives will be informed of that decision and steps to mitigate any adverse effects on employees.

### **Consultation on roster changes**

~~16.10~~ — For a change of the kind referred to in clause ~~15.3 b)~~, Airservices will consult with affected employees and their representatives by:

- ~~(a) providing information about the change;~~
- ~~(b) inviting the employee to give their views about the impact of the change (including any impact in relation to their family and caring responsibilities); and~~
- ~~(c) giving prompt and genuine consideration to matters raised about the change.~~

## **17.16 Rights and responsibilities of employee representatives and Union Delegates**

~~17.1~~16.1 For the purposes of this clause, "Employee representative" means an Employee representative as defined in clause ~~2.22~~ who is also an employee of Airservices.

~~17.2~~16.2 Airservices will be notified in writing of a person's appointment as an Employee representative as soon as practicable after the person is appointed.

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

16.4 Airservices will give effect to clause ~~16.3~~16.3 as follows:

- (a) Airservices respects and will facilitate the role of Employee representatives. Airservices and Employee representatives will deal with each other in good faith at all times.
- (b) In discharging the role of Employee representatives who are employees of Airservices, the facilities that will be available to support this role will include but not be limited to:
  - (i) the right to be treated fairly and to perform the role free from discrimination in their employment;
  - (ii) recognition by Airservices that Employee Representatives speak on behalf of their members in the workplace;
  - (iii) subject to operational requirements, Airservices will grant reasonable paid time to:

- a. provide information and seek feedback from employees in the workplace, Employee Representatives and officials on workplace relations matters during normal working hours;
- b. participate in Airservices employee consultation forums;
- ~~a.~~c. represent the interests of members to Airservices and industrial tribunals.
- ~~b.~~d. provide access to new employees as part of induction.

—†

- (c) Airservices will not unreasonably refuse paid time away from duty. Employee Representatives should consult with their immediate manager as early as predictable when they are seeking paid time away from duty.
- (d) Reasonable access to Airservices facilities for the purpose of carrying out their role, subject to the relevant policies and procedures and provided that the use of those facilities does not inconvenience workplace operations. Such facilities include:
  - (i) Telephone
  - (ii) Internet
  - (iii) Email
  - (iv) Notice Boards (including electronic Notice Boards)
  - (v) Meeting Rooms
  - (vi) Lunch Rooms
  - (vii) Photocopying
- (e) Subject to operational requirements, access to reasonable paid leave for training to support an Employee Representative in the execution of their role or to attend union forums.
- (f) Employees who are elected as officials of a trade union or professional association, are not required to seek permission from Airservices before speaking publicly in that capacity, subject to the relevant Code of Conduct and legislative requirements.

~~17.3 At its discretion, Airservices will provide employee representatives paid time away from duty to engage in the activities of an employee representative. Airservices will not unreasonably refuse paid time away from duty. Employee representatives should consult with their immediate manager as soon as practicable when they are seeking paid time away from duty.~~

~~17.4 Airservices will provide facilities such as a computer, photocopier, notice boards, telephone, video conference, facsimile, email and meeting rooms provided that use of those facilities does not inconvenience workplace operations and use is subject to the relevant policies and procedures.~~

~~17.5~~16.5 Except where this Agreement specifies otherwise, Airservices is not obliged to fund travel undertaken by an employee representative.

## **1817 Consultative Committees**

~~18.1~~17.1 There will be a National Consultative Council (NCC). The NCC will meet twice in each calendar year, or more frequently if required. The NCC shall consist of relevant employees, [the Union and](#) any employee representatives and Airservices' senior management. The NCC may deal with matters concerning Airservices' business, structure, technology, programs and functions, where those matters also pertain to the employment relationship.

~~18.2~~17.2 There will be a Divisional Consultative Council (DCC) which will meet ~~annually~~[three \(3\) times per calendar year](#) or more frequently if required. The DCC shall consist of relevant employees, [the Union and](#) any employee representatives and senior managers, and deal with matters pertaining to the employment relationship [and workforce planning](#).

~~18.3~~17.3 Where travel is required to attend either DCC or NCC meetings, Airservices will facilitate employee representatives' attendance at meetings of consultative bodies and relevant sub- committees through the provision of:

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

~~18.4~~17.4 For the purposes of clause ~~-17.317.317.417.3~~, reasonable travel and accommodation means a return economy class airfare and accommodation arranged by Airservices.

## **1918 Individual Flexibility Arrangement (IFA)**

~~19.1~~18.1 Airservices and an employee may enter an IFA to vary the effect of terms in this Agreement that deal with one or more of the following matters:

- (a) arrangements about when work is performed, such as hours of work, starting times, shift lengths and breaks;
- (b) overtime and penalty rates;
- (c) remuneration;
- (d) allowances; and
- (e) leave loading.

~~19.2~~18.2 IFAs must meet the genuine needs of Airservices and the employee in relation to one or more of the matters mentioned in ~~18.118.118.1~~[18.1](#).

~~19.3~~18.3 IFAs must be genuinely agreed to by Airservices and the employee.

~~19.4~~18.4 Airservices must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the [FW Act](#); and
- (b) are not unlawful terms under section 194 of the [FW Act](#); and
- (c) result in the employee being better off overall than the employee would be if no IFA was made.

- ~~19.5~~18.5 An employee may choose to be represented by [the Union or an Employee representative](#) in discussions on a proposed IFA.
- ~~19.6~~18.6 Airservices must ensure that each IFA is in writing, names the employer and employee to the IFA and is signed by Airservices and the individual employee (and, if the employee is under 18 years of age, the employee's parent or guardian) and specifies:
- the particular terms of this Agreement the operation of which Airservices and the employee have agreed to vary;
  - the nature of the varied arrangements proposed and how they will operate;
  - how the arrangement results in the employee being better off overall in relation to the employee's terms and conditions of employment than the employee would be if the IFA was not made; and
  - the period for which the arrangement will operate ([including the day on which the arrangement commences](#)).
- ~~19.7~~18.7 Airservices must give the employee a copy of the IFA within 14 days after it is agreed to and keep a copy.
- ~~19.8~~18.8 Disputes in relation to the application of this clause or in relation to the operation of an IFA may be dealt with under the dispute settlement clause of this Agreement. This clause cannot be used as a device to avoid Agreement obligations.
- ~~19.9~~18.9 An IFA may be terminated:
- by Airservices or the employee giving no less than 28 days' notice of termination, in writing, to the other party – in which case, the IFA will cease to operate at the end of the notice period; or
  - at any time, by written agreement between Airservices and the employee.

## ~~20~~19 Group Flexibility Arrangement (GFA)

- ~~20.1~~19.1 Airservices and a group of employees may enter a GFA to vary the effect of terms in this Agreement that deal with when work is performed, such as hours of work, rosters, starting times, shift lengths and breaks.
- ~~20.2~~19.2 GFAs must:
- be made genuinely without coercion or duress;
  - result in each member of the group of employees being better off overall than if the GFA was not made;
  - be in writing and set out the:
    - particular group of employees;
    - clauses of this Agreement varied by the GFA;
    - nature of the varied arrangements and how they operate; and
    - the period the GFA will operate.
- ~~20.3~~19.3 At least 14 days before a draft GFA can be voted on, Airservices must provide the draft GFA to the group of employees, [the Union](#) and ~~their~~-[employee](#) representatives for discussion. The draft GFA may be varied as a result of this discussion.
- ~~20.4~~19.4 Following the discussion period, the draft GFA may be put to vote. For the vote to be valid, Airservices must:
- provide an electronic or hard copy of the draft GFA to the group of employees and their representatives;

- (b) provide a voting period that is a minimum of seven (7) calendar days;
- (c) inform all employees in the group, including by telephone to employees who will not be in the workplace during the vote period, of the voting period.

~~20.5~~19.5 If at least two-thirds of the employees in the group vote in favour of the GFA, the GFA will be made and will operate according to its terms in respect of all employees who are or who become members of the relevant employee group during the period of its operation. The employee group may nominate a representative to oversee the conduct of the vote.

~~20.6~~19.6 A GFA may be terminated by:

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

## ~~21~~20 **Dispute resolution**

20.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES in the FW Act,
- (c) - this clause sets out the procedure to settle the dispute.

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

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

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

20.5 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause ~~20.4~~20.4 have been taken, a party to the dispute may refer the dispute to the FWC.

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

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

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

20.7 While the parties are trying to resolve the dispute using the procedures in this term:



- (a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at Airservices that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) subject to clause 20.7~~20.720.7~~(a)(a)a), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

20.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

20.9 Any disputes arising under the Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2022-2023 or the NES that were formally notified under clause 20 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

#### Leave of absence to attend proceedings

20.10 Where the provisions of clauses 20.1~~20.120.1~~ to 20.5~~20.520.5~~ have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 20.2~~20.220.2~~, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in clause 20.5~~20.520.5~~.

~~21.1 In the event of a dispute about a matter arising under this Agreement or in relation to the National Employment Standards between Airservices and an employee, the procedure to be followed to resolve the matter will be as follows:~~

- ~~(a) The parties first shall genuinely attempt to resolve the dispute at the workplace level. This will involve the relevant employee or employees meeting and conferring about the matter with their manager. All relevant information regarding the matter will be exchanged before, during, or on conclusion of such meeting/s.~~
- ~~(b) If the matter is not resolved after step (a) above, or the nature of the matter is such that it is appropriate to raise it immediately with more senior levels of management, then discussions will occur with senior management as soon as practicable.~~
- ~~(c) If the matter cannot be resolved by following the process outlined above, then any of the parties to the dispute may apply to the FWC to have a dispute resolution process conducted under the Act in relation to the matter. The FWC will have the power to settle the dispute by:~~
  - ~~(i) conciliation; and~~
  - ~~(ii) arbitration (where the dispute was not resolved at conciliation, or if the parties to the dispute agree to arbitration without conciliation first).~~

- ~~21.2 — An employee who is a party to the dispute may appoint an employee representative for the purposes of the procedures in this clause 20.~~
- ~~21.3 — Unless otherwise agreed by the parties, the powers that the FWC can exercise under this clause are those powers available to it under the Act as at the time that this Agreement commences to operate.~~
- ~~21.4 — While a concern or dispute is being dealt with, work will continue as normal save for any bona fide safety concerns.~~

## PART B – HOURS OF WORK

### **22.21 Principles of rostering**

- ~~22.1~~21.1 As shiftworkers, employees covered by this Agreement will be consulted about, and Airservices will endeavour to accommodate employees' preferences for 2 working hours considering employees' needs and impact on family and work life. Employees' preferences must fit within the needs of the business, operations, other employees and customer expectations.
- ~~22.2~~21.2 Airservices will ensure that matters concerning fatigue management and equity principles concerning the distribution of shifts are fully considered.
- ~~22.3~~21.3 All rosters must provide the maximum operational efficiency, ensure economy of resource utilisation and meet applicable regulatory requirements.
- ~~22.4~~21.4 To ensure these requirements are being met rosters will be reviewed following changes to aircraft schedules and/or as a minimum on an annual basis.
- ~~22.5~~21.5 Airservices is responsible for determining the requirements of all fire station rosters.
- ~~22.6~~21.6 All rosters will be formulated in accordance with the rostering provisions in this Agreement and will be prepared in consultation with employees ~~and~~ and employee representatives and the Union.
- ~~22.7~~21.7 Where two (2) or more alternative rosters are available, including any roster developed by employees and endorsed by Airservices in accordance with the rostering principles and requirements, the roster to be worked may be decided by the popular majority of employees at the fire station.

#### **Definitions**

- ~~22.8~~21.8 A 10/14 roster consists of:
- (2) 10 hour day shifts;
  - followed by two (2) 14 hour night shifts;
  - followed by four (4) days off.
- ~~22.9~~21.9 A sympathetic 10/14 roster will feature a fixed roster cycle (for example, 2 on 4 off).

#### **Rostering Principles**

- ~~22.10~~21.10 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.
- ~~22.11~~21.11 Roster hours may be averaged over a 12 month period where it is necessary to meet rostering arrangements at those locations that have fluctuations in summer to winter aircraft activity.
- ~~22.12~~21.12 All 24 hour locations (including Sydney) will work a 10/14 roster based on rostering principles contained herein subject only to the exceptions referred to in clauses ~~21.13~~21.13, ~~21.14~~21.14, and ~~21.16~~21.16 below.
- ~~22.13~~21.13 At 24 hour locations where category 10 aircraft operate:
- A category 9 10/14 roster will be worked 24/7.

- (b) An activity roster may be worked in addition to the category 9 10/14 roster to provide coverage for category 10 aircraft operations where in respect of such aircraft there are identified predictable periods of reduced activity.
- (c) An activity roster will provide a category 10 level of protection for the periods during which the higher category 10 level of protection is required.
- (d) An activity roster shall be designed to be a sympathetic 10/14 roster, that being the 2 on 4 off roster or similar roster worked at non 24 hour stations.
- (e) Activity roster shift lengths will be limited to a maximum of 18 hours. Where shift lengths exceed 18 hours, a category 10, 10/14 roster will apply.
- (f) Recline time provisions contained in clause ~~21.25~~~~21.25~~~~21.25~~ apply to activity rosters.

~~22.14~~~~21.14~~ 24 hour locations which are subject to a curfew (excluding Sydney) or where the service is provided for part of the 24 hours period through a separate contractual arrangement, may work a sympathetic 10/14 roster or other fixed cycle roster including multi line rosters (for example Adelaide and Townsville).

~~22.15~~~~21.15~~ Non 24 hour locations may work rostered hours of up to 16 hours per shift except where shift lengths may be extended to 18 hours with Airservices' approval after consideration of any fatigue management implications. Non 24 hour locations may work a sympathetic 10/14 roster or other fixed cycle roster including multi line rosters.

~~22.16~~~~21.16~~ Subject to ~~Clauses~~~~clauses~~ ~~21.4~~~~21.4~~~~21.4~~, ~~21.13~~~~21.13~~~~21.13~~ and ~~21.14~~~~21.14~~~~21.14~~, and provided that the roster meets (and continues to meet) the requirements of ~~Clause~~~~clauses~~ ~~21.1~~~~21.1~~~~21.1~~, ~~21.2~~~~21.2~~~~21.2~~ and ~~21.3~~~~21.3~~~~21.3~~, employees at 24 hour locations may decide by popular majority to work an alternate roster pattern, including a 24 hour roster.

~~22.17~~~~21.17~~ If rostered shifts at any non 24 hour location are to exceed 18 hours in length, this can only be done under an IFA or a GFA made under this Agreement.

~~22.18~~~~21.18~~ All rosters should follow an even/regular cycle.

~~22.19~~~~21.19~~ When a new roster has been decided a minimum of seven (7) days' notice is required before commencement.

- (a) Where this period is not given, the employee will be paid the overtime rate for each changed shift until the employee receive seven (7) days' notice.
- (b) The employee will not be entitled to this penalty payment in circumstances where the employee is required to change shift to cover another employee's unplanned absence (for example, sick or special leave).

~~22.20~~~~21.20~~ Rosters with shifts exceeding 14 hours will have no more than two (2) "back to back" shifts in succession.

~~22.21~~~~21.21~~ Back to back shifts greater than 14 hours in duration shall not attract the rest relief provisions as set out at clause 25. ~~"no eight hour break provisions".~~

~~22.22~~~~21.22~~ With the exception of back to back shifts ~~No~~~~no~~ roster shall contain a "quick change around". Any break between shifts should not be less than eight (8) hours.

~~22.23~~~~21.23~~ No rostered shift shall commence duty between the hours of ~~0001~~~~2200~~ and 0430.

### Other roster requirements

~~22.24~~21.24 Airservices retains the responsibility to periodically test the operational capability of crews to respond at any time during the day or night, including the period 2200 hours to 0600 hours.

~~22.25~~21.25 Daily Work Programs prescribe ACTIVE, PASSIVE and RECLINING periods which are defined for rostering purposes as follows:

- (a) "ACTIVE", means training, maintenance, administrative and physical training.
- (b) "PASSIVE", means meals and workplace studies.
- (c) "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. ~~means recreational and sleep. It is employees and the Local Operations Manager's responsibility to ensure employees can respond immediately to calls. Where 10/14 rosters are worked recline time is between 2200 and 0600.~~

~~22.26~~21.26 While the general conditions of the "Daily Work Program" will be observed as much as possible, changes necessary due to operational requirements, turn-outs, drills and administrative needs must be met for each shift/team.

~~22.27~~21.27 If a change of shift occurs during passive time, change of shift duties must occur. The same applies for mutual shift changes regarding operational positions, ratings held etc. Employees who change a shift must assume the operational position of the employee with whom they have changed unless otherwise requested by the Supervisor.

~~22.28~~21.28 Employees may be retained for up to 2 hours after a 16 hour shift, 3 hours after a 15 hour shift and 4 hours after 14 hours or less to cover employee shortages, late aircraft or emergencies. These hours may be further extended by agreement between the affected employees and Airservices.

~~22.29~~21.29 Fire station Fire Control Centres (**FCC's**) will be staffed:

- (a) as necessary (due to aircraft traffic) at category 5 units
- (b) at all available hours on category 6 (and above) units; and
- (c) at all times on 24 hour units.

~~22.30~~21.30 The FCC operator's shift shall not exceed a continuous 4 hours. Employees will be rotated accordingly.

~~22.31~~21.31 Hand-over - takeover routines will be observed where required.

### Mutual Changes of Shift

~~22.32~~21.32 Flexibility in the provision of mutual changes will continue to allow employees to balance work and domestic responsibilities.

~~22.33~~21.33 Mutual shift changes shall not be approved where any adverse effect on operational efficiency may occur or where they conflict with safe work practices.

~~22.34~~21.34 An 8 hour break between shifts for mutual changes is required and is subject to prior approval of the Local Operations Manager if necessary.

~~22.35~~21.35 Mutual shift changes can be arranged for any portion of a shift and must be recorded and approved by Airservices.

## 23.22 Overtime

~~23.1~~22.1 Employees are obliged to work reasonable overtime.

~~23.2~~22.2 Employees may refuse an unreasonable request to work overtime.

~~23.3~~22.3 In compensation for working overtime, employees will be paid 1.85 times their base salary, or may agree to be provided TOIL in accordance with clause ~~24.24~~24.24.

~~23.4~~22.4 In determining whether a request to work overtime is reasonable, the following factors are relevant:

- (a) any risk to the employee's health and safety that may arise from working the overtime;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) the length of notice the employee has given Airservices about their availability or unavailability to perform overtime in a particular period;
- (d) the operational demands of Airservices;
- (e) the nature of the employee's role and operational responsibility;
- (f) the length of notice provided by Airservices to the employee; and
- (g) any other relevant matter.

~~23.5~~22.5 When working ~~rostered~~ 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.

~~23.6~~22.6 Where practical, Airservices will seek volunteers to work overtime before requiring any employee to work overtime.

~~23.7~~22.7 Airservices will make overtime available to cover approved leave and absences where insufficient relief is available.

~~23.8~~22.8 Where overtime is not continuous with ordinary hours, Airservices will pay the employee for a minimum of ~~3 hours~~four (4) hours at the overtime rate even if the employee works for less than ~~3 hours~~four (4) hours.

### Emergency duty

~~22.9~~ Emergency duty is overtime that is not continuous with ordinary hours, and the employee receives less than 48 hours' notice. For the avoidance of doubt, if an employee receives less than 48 hours' notice to work overtime that is continuous with ordinary hours, whether the notice is provided on the same day or a different day, then this not emergency duty. ~~where the employee was requested to work that overtime while not on duty. Airservices will pay the employee motor vehicle allowance (at the rate set out in clause 37.36) for the distance travelled to and from work in a motor vehicle to perform emergency duty.~~

~~22.10~~ Where an employee performs emergency duty they will receive:

- (a) one (1) hour travel time each way, irrespective of the actual time travelled;
- (b) motor vehicle allowance (at the rate set out in clause 37) for the distance travelled to and from work in a motor vehicle to perform emergency duty; and
- (c) meal allowance for all meal periods or part thereof worked as described in clause 38.

~~a) —~~

## **24.23 On call allowance**

- ~~24.1~~23.1 Airservices may request an employee to be 'on call' to perform duty outside the employee's ordinary hours for the purposes of participating in an incident management team.
- ~~24.2~~23.2 Where an employee agrees to perform this function, the employee will be paid the 'on call allowance'.
- ~~24.3~~23.3 The on call allowance will be ~~\$6.94~~\$8 for each hour, or part thereof, for the 'on call' period.
- ~~24.4~~23.4 Where an employee is recalled for duty, the employee will be paid at the overtime rate in accordance with clause ~~22.22~~ of this Agreement, and the motor vehicle allowance set out in clause ~~37.36~~ for the distance travelled to and from work in a private motor vehicle to perform the duty.
- ~~24.5~~23.5 Airservices will define and advise the employee of the circumstances in which the employee would be required to report for duty at the workplace while on call.

## **25.24 Time off in lieu of pay for working overtime**

- ~~25.1~~24.1 Where Airservices and an employee agree, an employee will be given time off in lieu of pay for working overtime (**TOIL**), credited at the rate of 1.~~8~~5 hours of TOIL for each hour of overtime worked, or a mixture of payment and TOIL to the same value.
- ~~25.2~~24.2 Where Airservices is not sufficiently staffed to allow an employee to use TOIL within ~~12 months~~three (3) months of it accruing, Airservices will cash out TOIL at the employee's request.
- ~~25.3~~24.3 Untaken TOIL credits will not be paid out on termination.
- ~~25.4~~24.4 Wherever possible, TOIL will be provided at a time mutually acceptable to the employee and Airservices, consistent with operational requirements.

## **26.25 Rest relief**

- 25.1 This clause does not apply to circumstances of "back to back" shifts referred to in clauses 21.21, 21.22 and 21.23.
- 25.2 If Airservices requires an employee to work overtime or emergency duty and there is less than eight (8) hours' break to the employee's next ~~regular~~rostered shift commencement time, the employee will not be required to attend for ordinary duty until they have been absent for eight (8) hours (plus reasonable travelling time). ~~The employee's pay will not be reduced for the period of such absence.~~
- 25.3 If 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. Airservices and/or the employee cannot opt out of paying or receiving the rate prescribed in this clause.
- ~~26.1~~25.4 Subject to clause 25.2 the employee's pay will not be reduced for the period of such absence. The 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.

~~26.2~~ If 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 1.5 times their base salary for all hours worked until the required break is taken.

~~26.3~~ 25.5 The rest relief provisions do not apply where the period of emergency duty is less than ~~3 hours~~ four (4) hours, or less than ~~3 hours~~ four (4) hours overtime is worked immediately prior to the commencement of a normal shift.

## **27.26 Fly in fly out (FIFO) employment**

~~27.1~~ 26.1 Airservices is not permitted to direct any employee to take up FIFO employment.

26.2 An employee who performs FIFO work will retain their substantive classification and right of return to the location the employee worked at before they commenced FIFO work.

26.3 Where an employee held the classification of Station Officer (SO) or Fire Commander (FC) during FIFO employment, and the classification was held for a continuous period equal to or greater than 5 years, when the employee returns to the location the employee worked at before they commenced FIFO, the SO or FC rank and salary will be maintained regardless of their substantive classification at that location.

~~27.2~~ 26.4 In exceptional circumstances, either the employee or Airservices may terminate a FIFO engagement by providing three (3) months' notice, or less if agreed by Airservices and the employee.

~~27.3~~ 26.5 Airservices will pay for all reasonable transport costs to and from the work location and the employee's residence. Airservices may designate a particular location as the employee's residence for the purposes of paying for FIFO travel.

~~27.4~~ 26.6 Airservices may agree to pay for transport costs to or from a place other than the employee's residence, so long as the cost to Airservices is equal to or less than the cost that would be otherwise incurred.

~~27.5~~ 26.7 Airservices may agree to an employee driving a private vehicle to the FIFO work location. In these circumstances, the employee will receive the financial equivalent of the air travel cost that Airservices would normally have incurred. No additional travel time will be provided by Airservices.

~~27.6~~ 26.8 Airservices will provide the following benefits to employees who accept an offer of FIFO employment:

- (a) a living away from home allowance of ~~\$15.37~~ \$17 for each 12 hour period the employee spends at the FIFO work location. This allowance will be paid for the purpose of covering the cost of food and drink at the FIFO work location;
- (b) ~~\$88.28~~ \$98 FIFO incentive allowance for each 12 hour period spent at the FIFO work location. This allowance will be paid for the purpose of incentivising employees to take up FIFO work;
- (c) when calculating the number of 12 hour periods for the purposes of ~~((a)(a)a)(a)~~ and ~~(b)(b)b)(b)~~ above, employees may include 2 hours for travel to and from the FIFO work location;
- (d) a roster of 14 days work followed by 14 days rostered days off. Employees' average working hours will be 38 hours per week. Time spent travelling from the employee's residence to the FIFO work location will count as time worked;



- (e) payment of the first 12 months of membership to Qantas Club or Virgin Lounge or until the employee achieves a flying status which provides membership at no cost, whichever occurs first;
- (f) reimbursement of reasonable expenses actually incurred for travel between an employee's residence or FIFO accommodation and the airport, where that travel is necessary for attending training;
- (g) furnished accommodation at the FIFO work location including payment of utilities, a private bedroom, private ablutions or ablutions shared with no more than one other person, linen, and cleaning products;
- (h) reimbursement of gymnasium fees at the employee's home location where requested;
- (i) reimbursement of reasonable costs incurred using telephone facilities at the fire station or FIFO accommodation; and
- (j) use of a shared vehicle at the FIFO work location for transport to and from the fire station and reasonable personal use.

## **27 Flexible working arrangements**

27.1 Airservices, employees and their unions recognise:

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

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

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

### **Requesting formal flexible working arrangements**

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

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

27.6 The request must:

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

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

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

27.8 The response must:

(a) state that Airservices approves the request and provide the relevant detail in clause 27.9~~27.927.9~~; or

(b) if following discussion between Airservices and the employee, Airservices and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

(c) state that Airservices refuses the request and include the following matters:

(i) details of the reasons for the refusal; and

(ii) set out Airservices' particular business grounds for refusing the request, explain how those grounds apply to the request; and

(iii) either:

a. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or

b. state that there are no such changes; and

(iv) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.

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

(a) any security and work health and safety requirements;

(b) a review date (subject to clause 27.13~~27.1327.13~~); and

(c) the cost of establishment (if any).

27.10 Airservices may refuse to approve the request only if:

(a) Airservices has discussed the request with the employee; and

(b) Airservices has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and

(c) Airservices and the employee have not reached such an agreement; and

(d) Airservices has had regard to the consequences of the refusal for the employee; and

(e) the refusal is on reasonable business grounds.

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

(a) the new working arrangements requested would be too costly for Airservices;

(b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

(c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

- (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- (e) the new working arrangements would have a material operational impact, or would otherwise be inconsistent with operational or regulatory requirements;
- (f) the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- (g) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated

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

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

#### **Varying, pausing or terminating flexible working arrangements**

27.14 An employee may request to vary an approved flexible working arrangement in accordance with clause 27.6~~27.6~~27.6. An employee may request to pause or terminate an approved flexible working arrangement.

27.15 Airservices may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 27.17~~27.17~~27.17.

27.16 Airservices must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

27.17 Prior to Airservices varying, pausing or terminating the arrangement under clause 27.15~~27.15~~27.15, Airservices must have:

- (a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- (b) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- (c) had regard to the consequences of the variation, pause or termination for the employee;
- (d) ensured the variation, pause or termination is on reasonable business grounds; and
- (e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 27.8~~27.8~~27.8(c).

#### **Working from home**

27.18 Airservices will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits and subject to operational requirements.

27.19 Airservices may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.

27.20 An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.

27.21 Airservices will provide employees with guidance on working from home safely.

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

#### **Ad-hoc arrangements**

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

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

27.25 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses ~~27.4~~~~27.4~~ to ~~27.13~~~~27.13~~.

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

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

#### **Altering span of hours**

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

## PART C – ALLOWANCES AND REIMBURSEMENTS

### 28 Domestic travel expenses

- 28.1 If Airservices has not issued an employee with a travel credit card and Airservices requires the employee to engage in official travel, for each 12 hour period of travel or part thereof, the employee is entitled to be paid a travel allowance in accordance with the ATO tax determination setting out reasonable travel expenses as varied from time to time.
- 28.2 Where Airservices provides meals and accommodation to an employee on official travel, only the incidentals component of the relevant tax determination will be paid for each day of travel.
- 28.3 If employees travel away from an employee's usual work and living location for more than 10 hours on official business and an overnight absence is not involved, employees will be paid \$~~66~~73. Where meals are provided, only \$~~11~~12 for incidentals will be paid. ~~These amounts will be adjusted in line with any applicable ATO guidance.~~
- 28.4 Where the reasonable amounts determined by the ATO does not cover reasonable travel costs, Airservices may pay an additional amount.
- 28.5 When travelling by air, the time an employee is travelling for the purpose of calculating travel allowance is the time one (1) hour before the scheduled time the flight departs from the home location and the time one (1) hour after the actual time the flight lands back at the employee's home location.
- 28.6 Except for air travel, the time an employee is travelling for the purpose of calculating travel allowance is from the actual time of departure to the actual time of return to the employee's home location.
- 28.7 In respect of the first 21 days of a recruit training course, a recruit will receive an amount for food and drink and incidentals at the rate set out in the ATO tax determination that relates to travel allowance.
- 28.8 For the remainder of a recruit course, a recruit will be reimbursed an amount for food and drink expenses up to the maximum amount for one (1) adult in the ATO tax determination that relates to Living Away From Home Allowance.
- 28.9 The payments specified above at ~~c~~Clause ~~28.7~~~~28.728.727.7~~ and ~~28.8~~~~28.828.827.8~~ may be paid as a lump sum at the commencement of the recruit course. No other allowances will be payable to recruits in connection with their attendance at a recruit course.

### 29 Business class flights

- 29.1 Domestic air travel will be economy class within Australia where the difference between published departure and arrival time is no greater than three (3) hours and business class (where available) where the difference between published departure and arrival time is greater than three (3) hours.
- 29.2 Surface public transport will be the highest class available.

- 29.3 Overseas travel will be economy class where the difference between published departure and arrival time is no greater than [three \(3\)](#) hours and business class (where available) where the difference between published departure and arrival time is greater than [three \(3\)](#) hours.

## 30 International travel expenses

- 30.1 Where employees are required to travel overseas on official business, Airservices will pay for or reimburse all reasonable expenses, including travel, accommodation, meals and incidentals, necessary inoculations, medical and dental costs above the cost of treatment in Australia, family reunion fares, and in the event of illness, salary without deduction from personal leave credits.
- 30.2 In addition to clause [30.1](#)~~30.130.129.1~~, reasonable expenses that Airservices will reimburse may include cost of utilities, furniture removal and storage, excess baggage, reunion/compassionate leave fares, child reunion supplement, and child education assistance.
- 30.3 Where an employee is posted outside of Australia long-term, Airservices will also provide medical and dental examinations before and after posting, and travel for medical and dental treatment to the nearest place where acceptable treatment is available where the standard in the country of posting is below that in Australia. For long-term postings, Airservices will also provide the benefits of clause [30](#)~~303029~~ to the employee's dependants travelling with the employee.
- 30.4 Where total travel time is 12 or more hours by the most direct route, employees are entitled to an overnight break, without deduction from leave credits, before returning to work in Australia. When total travel time exceeds 20 hours, the employee is entitled to an additional rest period.

## 31 Transfers

### Employees entitled to transfer benefits

- 31.1 Where Airservices directs an employee to transfer to work in a location that is in a different town or city ("**New Location**") from that employee's current workplace ("**Previous Location**"), that employee is entitled to the benefits of this clause [31](#)~~3130~~.
- 31.2 Where Airservices elects, Airservices will provide a service instead of a reimbursement. For example, where Airservices provides removalist services to an employee, that employee will not be entitled to reimbursement for any other removalist expenses incurred personally.
- 31.3 Where an employee chooses to drive a motor vehicle to the New Location, Airservices will pay the employee a motor vehicle allowance for the most direct route. The most direct route only includes roads that are sealed and serviced.
- 31.4 For the purposes of this clause [31](#)~~313130~~, "dependant" means the employee's domestic partner or child who normally resides with the employee, and who moves to the New Location. Airservices may agree to consider a person a dependant if they do not fit this definition.

**Transferability of employees**

- 31.5 Subject to the notice requirements set out in this clause ~~31313130~~, Airservices may direct an employee to transfer to any location in Australia for a period not exceeding two years.
- 31.6 Airservices will seek volunteers for transfer. Airservices will only direct an employee to transfer where there are not any volunteers.
- 31.7 To transfer an employee for more than two (2) years, Airservices requires an employee's consent.
- 31.8 Airservices will reimburse travel and transportation costs incurred by an employee and their dependants on transfer (unless arranged for the employee's convenience) or promotion.

**Employees not entitled to transfer benefits**

- 31.9 Where an employee voluntarily accepts a position that is based at a New Location, that employee is entitled to the benefits of this clause ~~31313130~~ unless Airservices expressly states otherwise.
- 31.10 Airservices will only reimburse those expenses that are actually and reasonably incurred as a result of relocating.
- 31.11 Employees are not entitled to reimbursement of an expense if they cannot provide proof of incurring the relevant expense.
- 31.12 Airservices may choose to offer the benefits of this clause to employees that are not entitled to the benefits of this clause.

**Notice requirements**

- 31.13 Airservices must provide an employee as much notice as reasonably possible of when that employee will be required to transfer, and the duration of the transfer.
- 31.14 Airservices must provide at least three (3) months' notice before a transfer unless a shorter period is consented to by the employee.
- 31.15 Where a transfer is a result of Airservices relocating part of its operations, Airservices must provide relocating employees with the benefits as if the transfer is a permanent transfer plus at least 12 months' notice and one (1) day of additional recreational leave to be used as part of a pre-transfer visit to the New Location. Airservices will also reimburse the costs of one (1) unsuccessful auction of the employee's dwelling at the Previous Location.

**Reimbursable expenses for transfers of any duration**

- 31.16 For any transfer in which an employee is entitled to the benefits of this clause ~~31313130~~, Airservices will reimburse the following expenses.
- (a) Travel costs for the employee and the employee's dependants for travel between the employee's Previous Location and New Location, at the commencement and (except for permanent transfers) completion of the transfer period.
  - (b) Travel costs incurred by the employee and the employee's dependants because of sickness, death or for other medical reasons.
  - (c) For the first 21 days after the date of arrival at the New Location, reasonable accommodation expenses.

- (d) For the first 21 days after the date of arrival at the New Location, food and incidental expenses at the rate set out in the ATO tax determination for travel allowance.

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

- 31.17 For any transfer that is less than one (1) year and in which an employee is entitled to the benefits of this clause ~~31313130~~, Airservices will reimburse the following expenses.
- (a) After 21 days from the date of arrival, rent costs up to a maximum of ~~\$800~~\$890/week. A higher amount may be reimbursed subject to Airservices' approval.
- (b) Travel costs between the employee's Previous Location and New Location once every three (3) months.
- (c) Cost of storing standard household items at the Previous Location until, at most, three months after the employee has returned to the Previous Location. This service will be provided by a removalist contracted by Airservices directly, and will not be dealt with as a reimbursement.
- (d) Costs of maintaining the employee's house at the Previous Location in excess of those costs that would have been incurred without transfer.
- (e) Where an employee was entitled to Category allowance at the Previous Location, the employee will continue to be paid Category allowance in accordance with clause ~~42.342.342.341.3~~.

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

- 31.18 For any transfer that is between one (1) and two (2) years in duration and in which an employee is entitled to the benefits of this clause ~~31313130~~, Airservices will reimburse the following expenses.
- (a) After 21 days from the date of arrival, rent costs up to a maximum of ~~\$755~~\$840/week. A higher amount may be reimbursed subject to Airservices' approval.
- (b) Costs of a three-day pre-transfer visit by the employee and the employee's dependants to the New Location.
- (c) Removalist costs for an employee's household effects, including domestic pets and up to two (2) vehicles. Airservices may agree to reimburse the costs of moving other items. Where the employee does not wish to take household effects to the New Location, Airservices will reimburse the costs of storing standard household items at the Previous Location until, at most, three (3) months after the employee has returned to the Previous Location.
- (d) The cost of a bond under a lease up to an amount equal to four (4) weeks' rent (though Airservices will recover this amount from the employee's salary over a period of one year).
- (e) Disconnection and connection fees for utilities.
- (f) Change over fees for vehicle registration and driving licence.

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

- 31.19 For any transfer that is more than two (2) years in duration and in which an employee is entitled to the benefits of this clause ~~31313130~~, Airservices will reimburse the following expenses.



- (a) Costs of a three-day pre-transfer visit by the employee and the employee's dependants to the New Location.
- (b) Removalist costs for an employee's household effects, including domestic pets and up to two (2) vehicles. Airservices may agree to reimburse the costs of moving other items.
- (c) After 21 days from the date of arrival, rent costs up to a maximum of ~~\$755~~\$840/week. A higher amount may be reimbursed subject to Airservices' approval. Rent will only be reimbursed if the employee owned or was in the process of purchasing a dwelling at the Previous Location. Rent will only be reimbursed within the first six (6) months after commencing at the New Location.
- (d) The cost of a bond under a lease up to an amount equal four (4) weeks' rent (though Airservices will recover this amount from the employee's salary over a period of one year).
- (e) Cost of storing standard household items at the Previous Location for three months (if not the home owner) or six (6) months (if the home owner).
- (f) Legal and professional costs of selling the employee's dwelling at the Previous Location (being the employee's residence at the date of notice of the transfer), including the fees incurred for discharging a mortgage over the home being sold. Contracts must have been exchanged within two (2) years of the employee's commencement at the New Location.
- (g) Legal and professional costs of purchasing a dwelling at the New Location for the employee to live in. Contracts must have been exchanged within four (4) years of the employee's commencement at the New Location.
- (h) Disconnection and connection fees for utilities.
- (i) Change over fees for vehicle registration and driving licence.

## 32 Disturbance allowance

When an employee is required by Airservices to transfer, and the transfer involves the removal of the employee's household property, Airservices will pay a disturbance allowance of:

- (a) ~~\$632~~\$703 for employees not accompanied on the transfer by any dependants;
- (b) ~~\$1,322~~\$1,470 for employees accompanied on the transfer by one (1) dependant, plus an additional ~~\$254~~\$282 for each additional dependant that accompanies the employee.

## 33 Education reimbursement

- 33.1 Education reimbursement is payable to an employee transferred by Airservices to a New Location and the employee's dependent child either remains at school at the Previous Location, or commences school at the New Location to commence the school year or term, before the employee and employee's family arrival at the New Location. The employee's child must be completing the final two (2) years of secondary education (that is, years 11 and/or 12) for the employee to be eligible for assistance.

33.2 The reimbursement covers tuition fees, board and lodging costs which are additional to costs that would be incurred by the employee in respect of their child if the employee had not transferred. The maximum reimbursement is ~~\$13,111~~[\\$14,579](#) for tuition fees, and ~~\$10,930~~[\\$12,154](#) for board and lodging, and all claims for education assistance will be assessed by Airservices and determined on grounds of reasonableness.

33.3 If an employee is on a transfer between 1 and 2 years (see clause [31.18](#)~~31.18~~~~31.18~~~~30.18~~), the employee is entitled to air fares reimbursement in respect of a dependent child attending school away from the New Location is payable in absence of any State or Territory scheme. The entitlement consists of 2 return air fares in any 1 year, in addition to any leave fare entitlement.

## 34 Higher duties allowance

34.1 After an employee performs higher duties for a cumulative period greater than 40 hours, the employee becomes entitled to be paid at the substantive salary of the classification they are acting in at any time.

34.2 When an employee performs the duties of a classification for which the conditions of service differ from the conditions of service of an employee's usual classification, the employee will be subject to the conditions of the higher classification.

34.3 Where the employee is not required to perform the full duties of the higher classification, Airservices and the employee may agree to an appropriate part performance allowance.

34.4 If an employee takes paid leave during a period of performing higher duties, the employee will continue to receive the allowance during that period of leave.

## 35 Portfolio allowance

35.1 If an employee is required by Airservices to perform responsibilities additional to those of the employee's ordinary role, the employee will be paid ~~\$25.43~~[\\$28](#) per fortnight for each portfolio the employee is responsible for.

35.2 The range of portfolios that attract a portfolio allowance will be determined by Airservices in consultation with [the Union and](#) employee representatives.

35.3 The purpose of the portfolio allowance is to remunerate employees responsible for performing additional portfolio responsibilities which provide an added benefit to the overall efficiency and effectiveness of the ARFF operations at the national and local fire station levels.

35.4 Airservices will select portfolio holders based on merit, taking into account any need for additional training.

## 36 Remote locality allowances

### Remote locality allowance

36.1 Employees who live and work in Broome, Port Hedland, Karratha, Newman or another location regarded by Airservices to be a remote locality, are entitled to a remote locality allowance of ~~\$15,504~~[\\$17,240](#) per year, paid fortnightly.

**District allowance**

36.2

Employees who live and work in the locations set out in column 1 in the table below will be paid an annual district allowance, paid fortnightly, as set out in the table below. For a person to count as a dependant for the purposes of the table below, they must have an income of less than \$33,000 per year.

Location	0 dependants with employee	1 or more dependants with employee
Darwin	<del>\$2,588</del> \$2,878	<del>\$4,756</del> \$5,289
Alice Springs	<del>\$2,682</del> \$2,982	<del>\$4,928</del> \$5,480
<b>Grandfathered locations – employees who live and work in Cairns or Townsville, and who commenced doing so prior to 1 July 2011 are entitled to the allowances below:</b>		
Cairns	<del>\$1,027</del> \$1,142	<del>\$2,035</del> \$2,263
Townsville	<del>\$885</del> \$984	<del>\$1,750</del> \$1,946
<b>Grandfathered locations – employees who live and work in Proserpine/Hamilton Island and who commenced doing so prior to 23 February 2023 as at the Commencement Date of this Agreement are entitled to the allowances below:</b>		
Proserpine/Hamilton Island	<del>\$1,056</del> \$1,174	<del>\$2,090</del> \$2,324

**Remote locality leave fare**

36.3

Employees, and their dependants, who live and work in the locations in column 1 in the table below are entitled to reimbursement up to the amount set out in column 2 in the table below for airfares (or motor vehicle allowance up to the amount of the notional airfare) to the nearest capital city. For employees to be entitled in respect of a dependant, the dependants must have an income of less than \$33,000 per year. Employees may elect to have the benefit, paid fortnightly, including the benefit in respect of any eligible dependants, grossed up to the amount shown in column 3 in the table below.

Location	Maximum annual leave fare reimbursement for each eligible person	Grossed up annual allowance (paid fortnightly) for each eligible person
Alice Springs	<del>\$1,415</del> \$1,573	<del>\$2,670</del> \$2,969
<b>Grandfathered locations – employees who live and work in Darwin, Cairns or Townsville, and who commenced doing so prior to 1 July 2011 are entitled to the following amounts either annually or once every 2 years:</b>		
Darwin	<del>\$1,967</del> \$2,187	<del>\$3,711</del> \$4,127
Cairns*	<del>\$755</del> \$840	<del>\$1,425</del> \$1,585
Townsville*	<del>\$583</del> \$648	<del>\$1,100</del> \$1,223
<b>Grandfathered locations – employees who live and work in Proserpine/Hamilton Island and who commenced doing so prior to 23 February 2023 as at the Commencement Date of this Agreement are entitled to the following amounts either annually or once every 2 years:</b>		
Proserpine/Hamilton Island	<del>\$680.66</del> \$757	<del>\$1,285.27</del> \$1,429

\*payable once every 2 years.

### Hamilton Island Expenses

- 36.4 In respect of an employee who lives locally and travels to Hamilton Island station for work, Airservices will:
- (a) Cover the cost of parking at the ferry departure point;
  - (b) Cover the cost of ferry tickets to and from Hamilton Island; and
  - (c) Treat time spent on the ferry to and from Hamilton Island as work time.

## 37 Motor Vehicle Allowance (MVA)

- 37.1 If Airservices requires an employee to use their private motor vehicle for official travel, that employee is entitled to be paid an allowance of 85 cents per kilometer as set out ~~in the relevant~~ by the ATO ~~tax determination~~ and as varied from time to time.
- 37.2 If Airservices requires an employee to use their private motor vehicle for official travel and requires the employee to transport goods exceeding 100kg, and/or carry a passenger, that employee will be paid 86 cents per kilometer in addition to the MVA.
- 37.3 Where MVA is payable, an employee will be reimbursed for the cost of tolls and reasonable parking costs necessarily incurred on production of receipts.

## 38 Overtime meal allowance

- 38.1 For the purpose of this clause ~~38~~3837, meal periods are:
- (a) 07:00 to 09:00 (Breakfast)
  - (b) 12:00 to 14:00 (Lunch)
  - (c) 18:00 to 19:00 (Dinner)
  - (d) 00:00 to 01:00 (Late dinner)
- 38.2 Airservices will pay an employee an overtime meal allowance at the amount specified in the relevant ATO tax determination ~~2017/19~~ as varied from time to time where the employee is required:
- (a) to work additional hours continuous with the employee's rostered shift which extend to the completion of a meal period; or
  - (b) to work emergency duty ~~and the employee is unable to prepare a meal due to urgent operational requirements.~~
- 38.3 ~~No more than one meal allowance payment per shift shall be payable except in the case of shift extensions, in which case the Local Operations Manager may approve additional meal allowance payments at the same rate.~~ A meal allowance payment will be made for each of the meal periods, or part thereof, that falls within the period of overtime worked.

## 39 Promotion bonus

- 39.1 A one-off training bonus of ~~\$3,877~~\$4,311 will be paid to employees upon the successful completion of the Diploma in Public Safety (Fire Fighting Management).

- 39.2 Where an employee is promoted after completing an Advanced Diploma in Public Safety (Fire Fighting Management), the employee is entitled to a bonus of ~~\$4,196~~ \$4,666. An employee is not entitled to no more than 1 bonus as a result of this clause during their employment.
- 39.3 If an employee has received a training bonus under a preceding enterprise agreement for completing one the above qualifications, that employee will not be entitled to a bonus for being promoted after completing that qualification.
- 39.4 If an employee is enrolled in either of the courses mentioned in this clause at the time this Agreement commences, the bonus will be paid upon completion of the course.

## 40 Special clothing allowance

Employees who are required to temporarily visit a location with a greatly different climate from their home location will be reimbursed up to ~~\$184~~ \$205 per year for the purchase of suitable clothing on production of receipts.

## 41 Water subsidy

Employees located at either Darwin or Alice Springs who receive a rental subsidy will also receive a subsidy for water consumed over and above that allowed in the region and/or tenancy agreement. The amount will be paid as a reimbursement on evidence of use to the maximum limit of 580 kilolitres.

## 42 Category 10 allowance

- 42.1 Employees working at an ARFF location that receives category 10 aircraft, and who are in a classification of Lead Aviation Fire Fighter or above, will be paid Category Allowance, which is 4% of the employee's base salary paid fortnightly.
- 42.2 An employee who does not usually work at an ARFF location that receives category 10 aircraft, who transfers for more than 4 shifts to an ARFF location that receives category 10 aircraft, will be paid Category Allowance for the entire period the employee works at that location.
- 42.3 If an employee is required to temporarily transfer to a location not attracting the Category Allowance for a period not exceeding 12 months, the employee will continue to receive Category Allowance for the period of the transfer.

## 43 Secondments

- 43.1 Employees covered by this Agreement, with their consent, may be seconded into roles other than their substantive role.
- 43.2 During a secondment, the employee's conditions of employment will continue to be subject to this Agreement and they will retain their substantive classification and right of return to their home location.
- 43.3 The minimum salary for an employee seconded to the Training School as an instructor will be the employee's substantive salary plus 22%. Based on the employee's qualifications, experience and skills as an instructor, Airservices may pay more than the minimum.

- 43.4 An employee who is seconded to the Training School as an instructor at the time this Agreement commences will continue, including for any contract extensions, with the secondment arrangements that existed immediately prior to this Agreement commencing.

## 44 Telephone expenses

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

## 45 Loss or damage to clothing or personal effects

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

## 46 Eye tests and spectacles

- 46.1 If an employee operates screen-based equipment and is required to attend a regular eyesight test, the employee is entitled to be reimbursed for the cost of such a test.
- 46.2 Spectacles prescribed as a result of such tests will be reimbursed, to a maximum of ~~\$136~~[\\$151](#) for single focus spectacles, ~~\$248~~[\\$276](#) for multi focal spectacles and ~~\$488~~[\\$543](#) for progressive lens spectacles, on production of receipts.

## 47 Entrepreneurial allowance

When an employee is required to perform "entrepreneurial training", the employee will be paid at the Fire Commander's overtime rate.

## 48 Study assistance

Airservices may agree to pay for an employee's study outside of Airservices where that study will improve the employee's ability to perform their duties. Airservices may also provide special paid leave to facilitate that course of study.

## 49 Workplace responsibility allowance

- 49.1 A workplace responsibility allowance will be paid where an employee is appointed by Airservices to one of the following roles:
- (a) Fire Warden (including Chief Fire Warden);
  - (b) Harassment Contact Officer; and
  - (c) Mental Health First Aid Officer.
- 49.2 A workplace responsibility allowance will also be paid to an employee who is elected to the role of Health and Safety Representative by their eligible peers.

49.3 An employee is not to receive more than one workplace responsibility allowance unless approved by Airservices due to operational requirements.

49.4 The minimum rate will be:

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

49.5 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.

49.6 The full allowance is payable regardless of flexible work and part-time arrangements.

49.7 An employee's physical availability to undertake the role will be considered by Airservices when appointing and reappointing employees to these roles. This is noting that all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.

49.8 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount for a pay cycle (noting the minimum rate), as varied from time to time, provided they engage in work during that pay cycle, irrespective of the frequency and duration of the work undertaken.

## 50 Community language allowance

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

50.2 The allowance is paid in accordance with the employee's level of competency:

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

	<a href="#">body approved by Airservices.</a>			
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- [50.3](#) The allowance is calculated annually and paid fortnightly.
- [50.4](#) The full allowance is payable regardless of flexible work and part-time arrangements.
- [50.5](#) The allowance is payable during periods of paid leave.
- [50.6](#) The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## **51 Advanced first aid and resuscitation allowance**

- [51.1](#) The purpose of the Advanced First Aid and Resuscitation Allowance is to ensure that employees attain, and maintain, competency with the following qualifications:  
 (a) Provide Advanced First Aid (HLTAID014) or any successor qualification, and  
 (b) Provide advanced resuscitation and oxygen therapy (HLTAID015) or any successor qualification.
- [51.2](#) An employee who has progressed to Aviation Firefighter 1 (AFF1) and upon completion of the courses prescribed at clause 51.1 will receive an allowance of \$52.36 per week.
- [51.3](#) Once eligible to receive the Advanced First Aid and Resuscitation Allowance, said allowance will continue to be paid subject to both qualifications described in clause 50.1 being maintained.
- ~~48.1~~[51.4](#) If an employee fails to maintain the relevant qualifications, the Advanced First Aid and Resuscitation Allowance will cease to be paid until such time as the employee successfully regains said qualifications.



## PART D – LEAVE

### 49.52 Principles

- ~~49.1~~52.1 For the purposes of this Part D, a leave day represents the hours an employee would have normally worked if leave was not taken.
- ~~49.2~~52.2 Unless otherwise provided for, all paid leave will be paid at the employee's base salary rate as set out in clause ~~95~~95~~589~~.
- ~~49.3~~52.3 Sufficient relief employees will be provided to meet all recreation leave, Accrued Leave and training programs as required.

### 50.53 Continuous service

- ~~50.1~~53.1 The following leave counts as service for all purposes under this Agreement.
- (a) Recreation leave
  - (b) Accrued leave
  - (c) Personal/carers leave
  - (d) Jury service leave
  - (e) Emergency ~~service-response~~ leave
  - (f) Defence ~~reservist and defence service sick~~service leave
  - (g) ~~Compassionate and~~ Bereavement leave
  - (h) Purchased additional leave
  - ~~a) Maternity leave required absence of 14 weeks (whether paid or unpaid);~~
  - ~~b) Paternity leave (paid)~~
  - (i) ~~Adoption leave (paid)~~Parental leave (paid)
  - (j) Long service leave
  - (k) Special circumstances leave
  - (l) Study leave (paid and unpaid)

### 51.54 Recreation leave

- ~~54.1~~ Employees who are 7 day shift workers are entitled to 190 hours (equivalent of ~~five~~ 5 weeks) paid recreation leave for each year of service.
- ~~54.2~~ For the purposes of clause 54.1~~54.153.1~~, an employee will be considered to be a 7 day shift worker if they are rostered to perform ordinary duty:
- (a) outside the period 6.30am to 6.00pm, Monday to Friday; and/or
  - (b) on Saturdays, Sundays or Public holidays,
  - on an ongoing or fixed basis.
- ~~51.1~~54.3 Employees who do not satisfy the requirements of clause ~~54.1~~54.1~~53.150.1~~ above will accrue recreation leave at the rate of 152 hours (equivalent to ~~four~~ 4) weeks per year of service.
- ~~51.2~~54.4 Recreation leave accrues progressively, and unused amounts accumulate from year to year. Any unused recreation leave will be paid out on termination of employment.

~~51.3~~54.5 Where an employee who usually satisfies the requirements of clause ~~54.1~~54.1~~53.150.1~~ ceases to satisfy those requirements, that employee will continue to accrue recreation leave at the rate of 190 hours per year unless that employee will not satisfy clause ~~54.1~~54.1~~53.150.1~~ for more than 6 months.

~~51.4~~54.6 Recreation leave will be taken at times agreed between Airservices and employees, or as reasonably directed by Airservices, including in the event of a shutdown or where the employee has more than 2 years' worth of accrued recreation leave (380 hours for 7 day shift workers, and 304 hours for employees who are not 7 day shift workers).

~~51.5~~54.7 Unless otherwise agreed to by Airservices, employees should take recreation leave at the rate it accrues. That is, if an employee accrues recreation leave at the rate of 190 hours per year, that employee should take 190 hours of recreation leave per year.

54.8 By separate written agreement between Airservices and an employee, employees may cash out recreation leave in excess of 152 hours. Cashed out recreation leave will be paid at the rate that would have been payable to the employee had the employee taken the recreation leave.

54.9 Where recreation leave is cancelled or the employee is recalled to duty, the employee will be reimbursed reasonable non-refundable costs (e.g. non-recoverable booking fees or deposits). Evidence of costs may be required.

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

## ~~52~~55 **Additional recreation leave for remote locations**

~~52.1~~55.1 Employees who live and work in Alice Springs and Darwin are entitled to 5 days of recreation leave per year of service at those locations, in addition to their entitlement under clause ~~54~~54~~53~~50.

~~52.2~~55.2 Employees who live and work in Cairns or Townsville, and who commenced doing so before 1 July 2011, are entitled to 2 days of recreation leave per year of service at those locations, in addition to their entitlements under clause ~~54~~54~~53~~50.

## ~~53~~56 **Accrued Leave**

~~53.1~~56.1 Employees who work a roster that averages more than 38 hours but no more than 42 hours over the roster cycle will receive Accrued Leave.

~~53.2~~56.2 Unless otherwise agreed by Airservices, 192 hours of Accrued Leave must be taken in each calendar year.

~~53.3~~56.3 Employees are not entitled to accrue Accrued Leave during long service leave, unpaid leave, after 28 consecutive calendar days of restricted duties, or after 28 consecutive days of personal/carers leave.

~~53.4~~56.4 In addition to clause ~~56.2~~56.2~~55.252.2~~, Airservices may direct an employee to take Accrued Leave where the employee has more than 288 hours of Accrued Leave. That period of leave will be programmed by reasonable agreement between the employee and Airservices.

### Cashing out Accrued Leave

- ~~53.5~~56.5 Airservices may cash-out an employee's Accrued Leave in excess of 416 hours. The Accrued Leave will be cashed out by reasonable agreement between the employee and Airservices.
- ~~53.6~~56.6 Any amount of Accrued Leave may be cashed out on agreement between the employee and Airservices.
- ~~53.7~~56.7 Employees have the right to cash out any amount of Accrued Leave that cannot be scheduled to be taken as leave within the next 12 months.
- ~~53.8~~56.8 Accrued Leave will be cashed out on termination.
- ~~53.9~~56.9 All cash outs of Accrued Leave will be at the overtime rate (1.~~8~~85 x ordinary hours pay).

### Overtime instead of Accrued Leave

- ~~53.10~~56.10 Subject to the agreement of both the employee and Airservices, and the making of a 12 month commitment, an employee may receive overtime pay (at the overtime rate) each fortnight instead of receiving some or all of their Accrued Leave. Airservices will not unreasonably refuse an employee's request to receive overtime pay instead of Accrued Leave. Reverting to receiving Accrued Leave instead of overtime pay before the 12 month commitment has expired requires the agreement of both the employee and Airservices.

## ~~54~~57 Personal/carers leave

- ~~54.1~~57.1 Employees will be credited 180 hours of personal/carers leave per year, credited on commencement of employment and once per year of service thereafter.
- ~~54.2~~57.2 An employee is entitled to take personal/carers leave if the employee is:
- (a) unable to perform their duties due to illness or injury;
  - (b) absent from work to attend appointments with a registered health practitioner;
  - ~~(a)~~(c) absent from work to manage a chronic health condition; or
  - ~~(b)~~(d) caring for a member of the employee's ~~immediate~~ family or household, or a person they have caring responsibilities for, who requires care because of an injury or illness, unexpected emergency; or
  - ~~(c)~~(e) caring for a member of the employee's ~~immediate~~ family or household who requires care because of the sudden unavailability of ~~a~~ care provider; or
  - ~~(d)~~(f) caring for their child during their domestic partner's confinement;
- and the employee notifies Airservices as soon as reasonably practicable.
- ~~54.3~~57.3 Employees have access to five (5) days per year (from their personal/carers leave balance) for personal illness or injury without a medical certificate, except for employees on 24 hour rosters who may access three (3) shifts per year. Aside from those days/shifts, employees must provide reasonable evidence for each instance of taking personal/carers leave. Reasonable evidence is:
- (a) a medical certificate; or
  - (b) other written evidence only where obtaining a medical certificate was not reasonably practicable.
- ~~54.4~~ — Employees must notify Airservices as soon as practicable that the employee will be absent from work.

57.4 [Subject to clause 57.7~~57.756-8~~, a certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for personal/carers leave.](#)

57.5 Personal/carers leave credits will accrue and carry over from year to year, but will not be paid out on termination of employment.

~~54.5~~57.6 If an employee has exhausted their paid personal/carers leave balance, that employee is entitled to up to two (2) days of unpaid personal/carers leave per calendar year.

### **Long term illness or injury**

~~54.6~~57.7 If an employee who contracts an illness or sustains an injury that results in the employee being absent from the workplace for more than 28 days, the following arrangements will apply:

- (a) In respect of the first 28 days, the employee will be required to use their accumulated personal leave entitlements.
- (b) After the first 28 days, the employee will be granted leave without deduction from their personal leave accumulation subject to:
  - (i) The provision of a medical statement in relation to any period of absence extending beyond 28 days from a DAME certifying that the employee's absence for that period is because of personal illness (where the employee are required to attend a DAME examination all costs will be met by Airservices);
  - (ii) The employee's participation in an individual case management program for return to work if that is indicated as appropriate by the DAME. This may include, but is not limited to, elements such as; regular interviews, incremental return and home- based work arrangements; and
  - (iii) Airservices' right to institute a fitness for duty process in accordance with clause ~~82828276~~ in appropriate cases.

~~54.7~~57.8 If an employee's entitlement to paid personal leave is exhausted before the expiration of the period of 28 days mentioned above, Airservices will give genuine consideration to providing the employee with additional paid leave to cover the whole of that period.

### **Restricted duties**

~~54.8~~57.9 Restricted duties are duties an employee would be expected to undertake as a part of the employee's normal position description had the employee not suffered from an injury or illness.

~~54.9~~57.10 Employees who are not fit to perform operational duties, but are fit for restricted duties as defined by a medical practitioner, will, where it suits Airservices' requirements, return to their normal place of work.

~~54.10~~57.11 An employee who has been certified as fit for restricted duties will remain on their rostered shifts. If, after a period of two (2) weeks on restricted duties, the employee continues to be certified by a medical practitioner as not fit to return to full operational duties, the employee will be directed to commence day shifts from Monday to Friday working a 38 hour week as soon as practical. An employee may raise special individual circumstances for their manager to consider in making decisions in relation to this clause. [This may include a request for adhoc arrangements as outlined in clauses 27.23 to 27.27.](#)

## Co-operation

~~54.11~~57.12 Airservices is committed to the creation of a positive attendance culture and the minimisation of unscheduled absences. Airservices recognises that employees require a certain level of physical and medical fitness to attend for operational duty and that there are personal circumstances which may arise at short notice and may prevent employees' attendance at work. Managers will support employees when such circumstances arise and assist the employee to overcome difficulties that adversely affect health and attendance at work. The parties to this Agreement agree that the objective of clause ~~57~~575653 is to put processes in place to reduce the average level of unplanned absenteeism. All parties will co-operate and use their best endeavours to ensure that the processes put in place are supported to achieve this objective. This collaborative approach acknowledges the obligation of management to manage unplanned absences and the legitimacy of the personal leave provision where genuine sickness and injury occurs taking account of shift work and regulatory licensing requirements.

## ~~55~~58 Compassionate and bereavement leave

~~Employees are entitled to up to 48 hours, or more if travel is required, of paid compassionate leave on each occasion an immediate family member or member of the employee's household dies or is ill or injured to the extent that person's life is threatened, or an employee or their partner experiences a miscarriage in the first 20 weeks. An employee who wishes to take compassionate leave must advise Airservices as soon as is reasonably practicable of the need to take compassionate leave.~~

### Compassionate leave

- ~~58.1~~ Employees, other than casual employees, will be eligible for up to 48 hours of paid compassionate leave on each occasion when:
- ~~(a) a member of their family or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or~~
  - ~~(b) the employee or their partner has a miscarriage.~~
- ~~58.2~~ An employee who wishes to take compassionate leave must advise Airservices as soon as is reasonably practicable of the need to take compassionate leave. An employee may be asked to provide evidence to support their absences on compassionate leave.
- ~~58.3~~ Compassionate leave for an occasion may be taken up to 48 hours or in separate periods totalling 48 hours. This can include part days.
- ~~58.4~~ A casual employee may take up to 48 hours of unpaid compassionate leave on each occasion a family member dies, or is ill or injured to the extent that person's life is threatened.

### Bereavement leave

- ~~58.5~~ Employees will be eligible for up to 48 hours paid bereavement leave on each occasion when:
- ~~(a) a member of their family or someone they had a close personal relations~~relationship with dies; or
  - ~~(b) a child is stillborn, where the child was a member of their family.~~

- 58.6 An employee may be asked to provide evidence to support their absences on bereavement leave.
- 58.7 Bereavement leave for an occasion may be taken as up to 48 hours or in separate periods totalling 48 hours. This can include part days.
- 58.8 For casual employees, bereavement leave is unpaid.
- 58.9 Airservices may approve the employee taking additional days off using the employee's other leave entitlements.

## **5659** Jury service leave

- 59.1 Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 59.2 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- ~~56.1~~59.3 For the purposes of this clause, full rate of pay is to be as if the employee was at work. ~~Employees will continue to receive their base salary while on jury service leave.~~
- 59.4 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- ~~56.2~~59.5 If an employee ~~on jury service leave~~ receives any payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to Airservices for the period of absence. This will be administered in accordance with the overpayments clause.<sup>7</sup> ~~this payment must be disbursed to Airservices except for those payments that are made in relation to the employee's travel or meal costs.~~

## **5760** Emergency ~~service~~ response leave

- 60.1 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- (a) the time engaged in the activity;
  - (b) reasonable travelling time; and
  - (c) reasonable recovery time.
- 60.2 Full-time and part-time employees will be able to access paid emergency response leave if required, subject to:
- (a) operational requirements;
  - (b) the provision of notice as soon as reasonably practicable; and
  - (c) proof of membership being provided.
- 60.3 Paid leave may be refused where the employee's role is essential to Airservices' response to the emergency.
- 60.4 An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.

60.5 Airservices may approve reasonable paid or unpaid leave for ceremonial duties and training.

60.6 Emergency response leave, with or without pay, will count as service.

~~Emergency response leave will be paid to employees at their full rate as if they were at work.~~

~~Subject to:~~

~~operational requirements;~~

~~the provision of notice as soon as reasonably practicable; and~~

~~proof of membership being provided;~~

~~60.7~~ ~~Airservices will grant employees that are members of another emergency service paid leave at the employee's base salary, to attend an emergency situation.~~

## 61 Cultural, ceremonial and NAIDOC leave

### NAIDOC leave

61.1 First Nations employees may access up to one (1) day per annum, of paid leave, to participate in NAIDOC week activities.

61.2 NAIDOC leave can be taken in part days, subject to operational requirements.

### First Nations ceremonial leave

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

61.4 Airservices may approve additional leave for cultural or ceremonial purposes as special leave, with or without pay.

61.5 First Nations ceremonial leave can be taken as part days, subject to operational requirements.

61.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### Cultural leave

61.7 Airservices may grant up to three (3) days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.

61.8 Airservices may approve additional leave for cultural purposes as special leave, with or without pay.

61.9 Cultural leave can be taken as part days, subject to operational requirements.

61.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses ~~61.360.3~~ to ~~61.660.6~~.

## ~~58~~62 Defence ~~service~~ reservist leave

~~58.1~~ ~~If an employee is a Defence Reservist, the employee is entitled to paid leave for:~~

- ~~(a) 2 calendar weeks to attend recruit/initial employment training one time only; and~~
- ~~(b) 4 calendar weeks in each calendar year to undertake Defence service. In addition, where an employee uses less than 4 weeks of paid defence service leave in a calendar year, they may use the unused portion in the following calendar year.~~
- ~~58.2 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.~~
- ~~58.3 Any other Defence service leave outside of the above entitlements will be unpaid.~~
- ~~58.4 Defence service leave, whether paid or unpaid, will count as service for all purposes, except for unpaid defence service leave of more than 6 months, which will not count as service for recreation leave purposes.~~
- 62.1 Airservices will give an employee leave with pay to undertake:
- (a) Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- (b) Australian Defence Force Cadet obligations.
- 62.2 An employee who is a Defence Reservist can take leave with pay for:
- (a) up to four calendar (4) weeks -in each financial year (pro-rata for part-time employees); and
- (b) an extra two calendar (2) weeks in the first year of ADF Reserve service (pro-rata for part-time employees).
- 62.3 Leave can be built up and taken over two (2) consecutive years. This includes the extra two calendar (2) weeks in the first year of service.
- 62.4 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to three calendar (3) weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- (a) Australian Navy Cadets;
- (b) Australian Army Cadets; and
- (c) Australian Air Force Cadets.
- 62.5 In addition to the entitlement at clause 62.2~~62.261.2~~, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 62.6 Paid defence reservist leave counts for service.
- 62.7 Any other defence reservist leave outside of the above entitlements as set out in clauses 62.1 to 62.5 will be unpaid.
- 62.8 Unpaid defence reservist leave for six (6) months or less counts as service for all purposes. This includes periods of CFTS.
- 62.9 Unpaid leave taken over six (6) months counts as service, except for recreation leave.
- 62.10 An employee will not need to pay their tax free ADF Reserve salary to Airservices for any reason.
- 62.11 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.



## **63 Defence service sick leave**

- 63.1 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is a result of either:
- (a) war like service; or
  - (b) non-war like service.
- 63.2 An eligible employee can get two (2) types of credits:
- (a) an initial credit of nine (9) weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later;
    - (i) they start employment with Airservices; or
    - (ii) DVA certifies the condition; and
  - (b) an annual credit of three (3) weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- 63.3 An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 63.4 Unused annual credits can be built up to nine (9) weeks.
- 63.5 An employee cannot use annual credits until the initial credit is exhausted.
- 63.6 Defence service sick leave is paid and counts as service for all purposes.

## **64 Leave to attend proceedings (witness leave)**

- 64.1 An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth, or a Commonwealth party in the course of their duties, will be considered on duty.
- 64.2 An employee who is not covered under clause 64.1~~64.163.1~~, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and Airservices.
- 64.3 An employee may otherwise be granted paid or unpaid leave by Airservices if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given the employee may elect to use accrued recreational leave, flex leave or TOIL.
- 64.4 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.

## **5965 Leave without pay**

- 59.1~~65.1~~ Leave without pay will be available to employees at Airservices' discretion.
- 59.2~~65.2~~ Employees are entitled to have their application for unpaid leave considered subject to operational requirements, taking into account the purpose and period of the proposed leave and the employee's length of service with Airservices.

~~59.3~~65.3 If an employee is on approved leave without pay, either immediately before, or after a public holiday, payment will be made for the holiday.

~~59.4~~65.4 The period during which an employee is on unpaid leave will not be included for any purpose as part of the employee's period of service, unless otherwise specified or required by legislation.

## ~~60~~66 Purchased additional leave

~~60.1~~66.1 Employees, on request, may be granted between one (1) and four (4) weeks leave per year to be taken in blocks of at least one (1) week and which may be taken in conjunction with other leave. Where an employee elects to purchase additional leave, the employee must nominate their intention once per year.

~~60.2~~66.2 Additional leave is purchased by a deduction from the employee's salary, which will be averaged over a year and reflected in a reduced fortnightly salary.

~~60.3~~66.3 If an employee is ill while on leave, the employee will be re-credited with that period of leave on production of a medical certificate.

~~60.4~~66.4 Purchased leave will not accrue and if a credit exists, readjustment will be made at the end of the year by repayment of the relevant deductions.

~~60.5~~66.5 If an employee ceases employment with Airservices during the year, Airservices will reconcile records to ascertain if any money is owed to the employee or Airservices.

## ~~61~~67 Parental leave

67.1 A primary caregiver and secondary caregiver are defined in the definitions section.

67.2 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend fixed-term employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

67.3 Except in the circumstances described in clauses 67.20~~67.20~~66.21 to 67.24~~67.24~~66.25, employees are required to provide Airservices with:

(a) for the pregnant employee, a minimum of 10 weeks' notice (or notice as required under the *Civil Aviation Safety Regulations (1998)*) prior to the expected date of birth and a doctor's certificate confirming the expected date of birth; or

(b) for the secondary carer or primary carer who is not the birth mother of the child, a minimum of 18 weeks' notice prior to the expected date of birth or requested parental leave start date. A medical certificate or other suitable evidence will be required. A shorter notice period may be requested by the secondary caregiver, and subject to operational requirements, approval of a shorter notice period will not be unreasonably withheld.

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

**Payment during parental leave**

- 67.5 An employee is entitled to parental leave with pay as per clauses 67.7~~67.766.7~~ and 67.8~~67.866.8~~ below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the parental leave period that would otherwise be without pay.
- 67.6 Employees newly engaged or who have moved to Airservices from an Australian Public Service agency or Commonwealth employer are eligible for the paid parental leave in clauses 67.7~~67.766.7~~ and 67.8~~67.866.8~~ where such paid leave had not already been provided by an Australian Public Service or Commonwealth employer in the last 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or Australian Public Service employer is less than the limits specified in clauses 67.7~~67.766.7~~ and 67.8~~67.866.8~~, the balance is available to the employee.
- 67.7 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks.
- 67.8 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 1 below.

**Table 1: Secondary caregivers – circumstances for paid parental leave**

<u>Period which coincides with the parental leave period for the secondary caregiver</u>	<u>Parental Leave with pay under this Agreement</u>
<u>Date of commencement of this Agreement to 28 February 2025</u>	<u>8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided</u>
<u>1 March 2025 to 28 February 2026</u>	<u>11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided</u>
<u>1 March 2026 to 27 February 2027</u>	<u>14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided</u>
<u>On and from 28 February 2027</u>	<u>18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided</u>

- 67.9 **Flexibility:** Parental leave with pay can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
- 67.10 Rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
- 67.11 **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary.

67.12 Casual employees may be entitled to unpaid parental leave in accordance with the FW Act.

67.13 Unpaid parental leave can be taken in conjunction with other paid leave (i.e. recreation leave, long service leave, paid maternity leave, paid adoption leave).

67.14 Employees are entitled to end a period of parental leave and resume duty at the same classification level at any time after giving Airservices at least four (4) weeks' notice.

~~An employee is eligible for parental leave unless the employee is a casual employee who is not an eligible employee. A long term casual employee may be eligible for unpaid parental leave in accordance with the National Employment Standards.~~

~~61.1 Fixed term employees' eligibility for parental leave is limited by the requirement that any such leave cannot extend beyond the end date of the employment.~~

~~61.2 Employees may take up to 52 weeks unpaid parental leave. Unpaid Parental leave can be taken in conjunction with other leave (i.e. annual leave, long service leave). An employee may be entitled to request additional unpaid parental leave in accordance with the National Employment Standards.~~

~~In instances where an employee's domestic de facto partner works for Airservicesus, both parents cannot take leave at the same time, except for a period of eight (8) weeks in accordance with the National Employment StandardsNES. The period during which an employee is absent on unpaid parental leave does not count as service for any purpose.~~

61.367.15 The period during which an employee is absent on unpaid parental leave does not count as service for any purpose. All paid parental leave counts as service for all purposes, where permitted by legislation.

~~61.4 Non birth parents who are primary carers with six months' continuous service may access 18 weeks paid parental leave. For further information, see Airservices' policy.~~

## **62 Maternity leave**

~~62.1 Employees may take up to 52 weeks unpaid maternity leave.~~

~~62.2 Employees are required to provide us with a minimum of 10 weeks' notice (or as required under the Civil Aviation Safety Regulations 1998) before the expected date of birth and, not less than 10 weeks prior to the expected date of birth, a doctor's certificate confirming the expected date of birth. Where the expected date of birth changes during pregnancy, the employee must submit a new certificate stating the revised expected date of birth.~~

~~62.3 Employees are required to absent themselves from work for a period commencing 6 weeks before the expected date of birth of the child and 6 weeks after the actual date of the birth, unless a shorter period is agreed on advice from a medical practitioner.~~

~~62.4 Subject to the employee having at least 6 months continuous service at the time of commencing maternity leave and being the child's primary caregiver, the employee will be entitled to 18 weeks' paid leave which may be taken at half pay. Paid maternity leave is included in the 52 week entitlement.~~

~~62.5 — Where an employee had service with different eligible employers, determined under the *Maternity Leave (Commonwealth Employees) Act 1973 (Cth)*, continuous service will mean that the employee began working for a new employer on the next day after ceasing work for the former employer.~~

~~62.6 — If an employee's pregnancy terminates:~~

~~(a) — within 28 weeks of the expected date of birth of the child, the employee will be entitled to unpaid Special Maternity Leave; and~~

~~(b) — after the 20th week of gestation, the employee will be entitled to paid maternity leave (subject to the employee having at least 6 months continuous service).~~

~~62.7 — Employees are entitled to resume duty at the same classification level at any time following the required absence.~~

### **Adoption and long-term foster care leave**

67.16 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:

(a) is under 16 as at the day (or expected day) of placement;

(b) has not lived continuously with the employee for a period of six (6) months or more as at the day (or expected day) of placement; and

(c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

~~62.8 — Employees may take up to 52 weeks unpaid adoption leave.~~

~~62.9 — The entitlement can be taken either as a single period of leave or as 2 or more periods of leave.~~

~~62.10 — Employees are entitled to 18 weeks' paid leave (or 36 weeks at half pay) as part of their 52 week entitlement, if the employee is:~~

~~(a) adopting a child under the age of five years who is not a child or step-child of the employee or an employee's partner;~~

~~(b) has at least 6 months continuous service with Airservices at the time of taking adoption leave; and~~

~~(c) the child's primary caregiver.~~

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

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

**Pre-adoption leave**

67.19 An employee, including a casual employee, is entitled to up to two (2) days of unpaid preadoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child. The employee is not entitled to take a period of unpaid adoption leave if the employee could instead take some other form of leave and Airservices directs the employee to take that other form of leave.

**Stillbirth**

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

67.21 A stillborn child is a child:

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

**Pregnancy loss leave**

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

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

**Premature birth leave**

~~62.11~~67.24 In circumstances of a live birth before 37 weeks' gestation, a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this Agreement, noting the parental leave period commences on the child's date of birth.

**~~63~~ Supporting partner leave**

~~If an employee has at least 6 months continuous service with Airservices and their partner gives birth or adopts a child the employee will be entitled to 3 weeks of paid supporting partner leave within 3 weeks of the birth/adoption of the child or in exceptional circumstances at an alternative time agreed with the employee's manager.~~

**~~64~~68 Long service leave**

~~64.1~~68.1 Employees are entitled to long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.

~~64.2~~68.2 Employees are entitled to 3 months leave after 10 years continuous service and ~~t~~The minimum period of long service leave Airservices shall grant is seven (7) calendar days (whether at full or half pay)~~on fully pay, or 14 calendar days on half pay.~~

- ~~64.3~~68.3 Approval of an employee's application for leave will be subject to employees giving reasonable notice of an employee's intention to take leave, and operational requirements.
- ~~64.4~~68.4 Employees may not break long service leave with other forms of leave, except as otherwise provided for in the re-crediting of leave clause at clause 72 of this Agreement.
- ~~64.5~~68.5 If an employee has 1 to 10 years' service, Airservices will make a pro rata payment in lieu of long service leave in the event of:
- (a) resignation by employees on reaching retirement age;
  - (b) retirement or resignation due to ill-health;
  - (c) retrenchment; or
  - (d) death (payment will be made to the employee's dependants or legal representatives).

## ~~65~~ **Personal illness during paid leave**

- ~~65.1~~ If employees are ill while on recreation leave, Accrued Leave or long service leave and produce a medical certificate, employees will be re-credited with the period of leave that would have otherwise been taken. In the case of long service leave, the credit will be the calendar period for which employees were certified as being ill.
- ~~65.2~~ If employees are ill while on unpaid maternity leave, employees may be granted paid personal leave subject to the provision of a medical certificate.
- ~~65.3~~ The period of leave covered by the medical certificate will be debited as personal leave.
- ~~65.4~~ Where it is reasonably practical to do so employees must provide a medical certificate or notify an employee's manager no later than one (1) week after sustaining an injury or illness.

## ~~66~~69 **Special circumstances leave**

In the case of a permanent employee with more than 12 months continuous service, Airservices may grant leave without loss of pay for matters not covered by other paid leave mentioned in this Agreement.

## ~~67~~70 **Special leave**

- ~~67.1~~70.1 Airservices may grant employees 36 hours, or more in extenuating circumstances, of paid special leave per year. Reasons Airservices may grant special leave include:
- (a) emergency domestic situation;
    - ~~(a) family accident or incident~~
  - (b) natural disaster;

- (c) moving house; and
  - ~~(b) witness in court proceedings;~~
  - ~~(c) attending birth of a partner's child; or~~
- (d) special family ~~or cultural~~ event.

~~67.270.2~~ Special leave is non-cumulative and will not be paid out on termination.

## **6871** Public holidays

~~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.~~

71.1 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday and the following Saturday and Monday;
- (d) 25 April (Anzac Day);
- (e) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- (f) Labour Day or Eight hours' day;
- (g) 25 December (Christmas Day);
- (h) 26 December (Boxing Day);
- (i) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.

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

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

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

71.5 Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.

71.6 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.



- 71.7 Where a public holiday falls during a period when an employee is absent on leave (other than recreation leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service leave on half pay, payment is at half pay).
- 71.8 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause ~~((a)(a))~~– ~~((h)(h))~~.
- 71.9 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.
- 71.10 Where a full time employee (other than a shift worker employee), including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, Airservices may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits in recognition of the planned day off.

## 72 **Re-crediting of leave**

- 72.1 Where an employee is on:
- (a) recreation leave;
  - (b) purchased leave;
  - (c) defence reservist leave;
  - (d) First Nations Ceremonial leave;
  - (e) NAIDOC leave;
  - (f) culture leave; ~~or~~
  - (g) long service leave; or
  - (h) accrued leave; and
- becomes eligible for, under legislation or this Agreement:
- (a) personal / carer's leave;
  - (b) compassionate or bereavement leave;
  - (c) jury duty;
  - (d) emergency services leave;
  - (e) leave to attend to family and domestic violence circumstances; or
  - (f) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
- 72.2 When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
- 72.3 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **6973** Family and Domestic Violence leave **Support**

- 73.1 Airservices will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 73.2 Airservices recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 73.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- 73.4 An employee experiencing family and domestic violence is able to access special paid leave. Reasons an employee experiencing family and domestic violence may access this leave includes, but are not limited to:
- (a) illness or injury affecting the employee resulting from family and domestic violence;
  - (b) providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - (c) providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - (d) making arrangements for the employee's safety, or the safety of a close relative;
  - (e) accessing alternative accommodation;
  - (f) accessing police services;
  - (g) attending court hearings;
  - (h) attending counselling; or
  - (i) attending appointments with medical, financial or legal professionals.
- 73.5 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count for service for all purposes.
- 73.6 Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 73.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 73.8 Special paid leave available under this clause is paid to employees at their full rate as if they were at work.
- 73.9 Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 73.10 Evidence may be requested to support Airservices in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence Airservices will require, unless the employee chooses to provide another form of evidence.
- 73.11 An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.

- 73.12 Airservices will take all reasonable measures to treat information relating to family and domestic violence confidentially. Airservices will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the agency may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 73.13 Where Airservices needs to disclose confidential information for purposes identified in clause 73.12~~73.12~~73.12, where it is possible Airservices will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 73.14 Airservices will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 73.15 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 73.16 Airservices will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

~~69.1 Airservices recognises that employees may face situations of Family and Domestic Violence in their personal life that may affect their attendance or performance at work. Airservices is committed to providing support to employees that experience Family and Domestic Violence.~~

- ~~73.17 An employee experiencing Family and Domestic Violence may access paid leave in accordance with the National Employment Standards. Further information about paid leave for Family and Domestic Violence may be accessed in Airservices' policy.~~

## 74 Blood donation

- 74.1 Subject to clause 74.2~~74.2~~74.2, an employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and Airservices will consider employees on duty.
- ~~69.2~~74.2 The employee must inform their manager and receive approval in advance of when they will be away from work before donating blood, plasma or platelets. Approval will be subject to operational requirements (including consideration of any required time away from operational duty after an employee donates blood, plasma or platelets) and safety considerations.

## 75 Employee Assistance Program

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

## **7076** 7076 **Career Break Leave**

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

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

### **71.77 Recruitment and selection**

**71.177.1** Airservices will make recruitment and promotion decisions based only on merit and relative efficiency. This means fair and open competition involving consideration of the best available field of candidates taking account of the advantages of developing and progressing Airservices' employees. Permanent vacancies will be filled as soon as practicable, and where possible, no greater than 12 months from when the vacancy arises.

**71.277.2** Airservices will comply with its obligations under anti-discrimination legislation.

**71.377.3** Employees may be transferred to any position at level for the purposes of operational efficiency, development, for equal opportunity reasons, in the event of being potentially surplus, as a result of a selection exercise or in accordance with transfer arrangements (see clause [31](#)).

#### **Transfers**

**71.477.4** Airservices and the Union will within [six \(6\)](#) months of the adoption of this Agreement develop a consultative group from an equal number of employer representatives and ~~employee-Union~~ [Union](#) representatives (the latter being selected by the Union's Branch Committee of Management).

**71.577.5** A collaborative approach will be adopted by the working group modelled on FWC interest-based consultation. The group will meet at agreed times to consult about the interests of all employees on the topic of transfers, including the placement of recruits to permanent vacancies.

**71.677.6** Decisions regarding the successful candidate for vacancies (including promotions) involving multiple competing applications or transfer requests will be outside the scope of the consultative group.

**71.777.7** For the purpose of placing recruits and current employees to permanent vacancies, Airservices will apply a minimum ratio of [one \(1\)](#) recruit to [three \(3\)](#) current employees, unless varied by agreement of the consultative group:

- (a) The ratio will be applied on a rolling basis for each location starting from the commencement of the Agreement, per each [four \(4\)](#) consecutive permanent vacancies at the location.
- (b) The placement of a recruit can occur in any order within the ratio group.
- (c) The ratio does not apply in relation to permanent vacancies at a location for which there are no (or insufficient) suitable current employees seeking a transfer to that location.
- (d) Release of employees for transfer remains subject to the workforce/operational requirements at the home location.

**71.877.8** Staffing and transfer decisions will be made at the discretion of Airservices. Unresolved issues arising out of the consultative group may be raised under ~~c~~[Clause 20202020](#) (Dispute Resolution).

## **7278** Career development

- 72.178.1** Airservices is committed to growing and developing its employees and securing the capability required to meet future business requirements.
- 72.278.2** An employees' manager once removed (MoR) will formally provide each employee with guidance and feedback annually on the employee's capability and future roles within Airservices through a career development system.
- 72.378.3** These meetings are opportunity for each employee and their MoR to discuss goals and aspirations for the employee's career in the context of their strengths/weaknesses and the anticipated future requirements of Airservices.
- 72.478.4** As an output from this meeting, the employees and their manager may agree to specific development opportunities to prepare the employee for future roles.

## **7379** Work performance

- 73.179.1** An employee and their manager will review performance annually.
- 73.279.2** The purpose of the review is to provide a framework for managers and employees to improve work performance by:
- ensuring expectations are understood;
  - identifying training needs and providing appropriate opportunities;
  - providing feedback and coaching; and
  - providing fair and consistent assessments of performance.

## **7480** Misconduct, poor performance and termination

- 74.180.1** In relation to performance and conduct issues, the following is accepted by the parties:
- The primary focus of managing an employee whose performance and/or conduct is unsatisfactory should be to constructively assist the employee to improve their performance and/or conduct to a satisfactory level within a reasonable time, giving such feedback and assistance as is appropriate, without the need to have recourse to a formal process.
  - There will be occasions when it is appropriate for a formal disciplinary process to take place as a first step in response to certain more serious kinds of unsatisfactory performance and/or conduct.
  - Airservices will observe the principles of natural justice.

- 74.280.2** **Informal Process:** If Airservices considers that an employee's performance in their role and/or their conduct is not at a required standard or is unsatisfactory in some respect and needs to be addressed then it will discuss that matter with the employee.

The purpose of the discussion will be to let the employee know of that view, inform the employee of what Airservices considers are the deficiencies in performance and/or conduct, listen to the employee's views in response and in that context to determine what steps (if any) should be taken to remedy any deficiencies and improve the employee's performance and/or conduct. Those steps may involve requiring the employee to undertake a course of training or other remedial course or to undergo counselling.

- 74.380.3 Formal Process:** If Airservices considers that an employee's performance or conduct is unsatisfactory or unacceptable and that the matter of their performance or conduct needs to be dealt with by a formal process, Airservices will inform the employee in writing of the view that it has reached giving particulars and it will arrange a meeting with the employee to address the matter. The purpose of the meeting will be to discuss the matters raised by Airservices about the employee's performance or conduct.
- 74.480.4** After holding that meeting and any further meetings that are necessary and giving the employee any further opportunity to respond that is necessary\*, Airservices can then decide what further action it should take. In that respect, Airservices can take any one or more of the following actions:
- (a) It can require the employee to undergo remedial training and/or counselling as appropriate to the circumstances of the case;
  - (b) It can give the employee a written warning appropriate to the circumstances of the case;
  - (c) It can set conditions with which the employee needs to comply;
  - (d) It can reduce the employee in classification for a period of time or indefinitely;
  - (e) It can terminate the employee's employment;
  - (f) It can take such other step appropriate to the circumstances of the case.
- (\*This can involve giving the employee a show cause letter requesting the employee to show cause in writing why disciplinary action of any of the types mentioned in this sub-clause should not be taken)
- 74.580.5** Airservices is entitled to terminate employment without complying with the informal or formal processes described in this clause only if the employee has engaged in serious misconduct or in other conduct that warrants summary dismissal under the common law.

## **7581 Stand down with pay**

- 75.181.1** Without needing to comply with the principles of procedural fairness, Airservices can stand down an employee with pay, or set certain conditions in relation to the performance of work and conduct, for the purpose of:
- (a) conforming with regulations;
  - (b) safety in the workplace, including the safety of other employees;
  - (c) assessing the employee's fitness for duty;
  - (d) investigating the employee's conduct or performance; or
  - (e) because the employee was directly or indirectly involved in an accident or incident.
- 75.281.2** Such standing down shall not be treated or regarded as indicating that the employee has engaged in conduct that is wrongful or unsatisfactory.

## **76.82 Fitness for duty**

**76.182.1** Early intervention is important if employees are absent from work and their health may be impaired. Should an employee experience a health condition, including a mental health condition, that may impair their capacity to perform their duties in the long term, Airservices' objective will be to take positive and appropriate action to return the employee to their pre-injury or illness capacity, duties and working conditions, including under the early intervention procedures and facilities.

**76.282.2** Employees are obliged to:

- (a) maintain a continued level of physical fitness to enable them to perform at the level required for their function; and
- (b) participate actively in return to work and rehabilitation programs to enable their return to the workplace.

**76.382.3** Should employees be absent for health reasons, which may be psychological or physical, Airservices may seek to assist the employee by exploring the following:

- (a) appropriate training;
- (b) modification of an employee's duties;
- (c) arranging for specialised counselling;
- (d) temporary transfer to different duties;
- (e) permanent transfer to another position at the same level; or
- (f) counselling of an employee's supervisor.

### **Referral to DAME**

**76.482.4** As soon as it appears that an employee's health could be substantially impaired, other than temporarily, or it affects an employee's ability to perform an employee's duties, Airservices may refer employees to a DAME.

**76.582.5** Airservices may arrange for an employee to be examined by a DAME in circumstances where:

- (a) the employee has been absent from duty on account of illness for a continuous period of four (4) weeks and employees could be substantially impaired, other than temporarily, in the ability to perform an employee's duties;
- (b) the employee has been absent on account of illness for 13 weeks continuously;
- (c) the employee has been absent on account of illness for a total of 13 weeks in any 26 week period;
- (d) the employee presents a report from a registered medical practitioner indicating that the employee is unfit for duty and the prognosis is unfavourable.

**76.682.6** If Airservices requires an employee to attend a DAME, before the examination Airservices must inform the employee of the:

- (a) time and place of the examination;
- (b) purpose of the examination and the reason Airservices arranged it;
- (c) employee's right to be provided with the information Airservices provides the DAME; and
- (d) employee's right to submit information to the DAME.

### **Action resulting from examination**

**76.782.7** If Airservices requires an employee to attend a DAME, after the examination Airservices must inform the employee of the:



- (a) findings and recommendations of the DAME; and
- (b) any action Airservices proposes to take as a result.

~~76.882.8~~ Action that Airservices may take as a result of an examination includes, but is not limited to:

- (a) no change to substantive employment conditions;
- (b) redeployment at the same level in a different position;
- (c) redeployment at a lower level; or
- (d) termination of employment.

~~76.982.9~~ If Airservices proposes an action as a result of an examination, the employee will be given at least 14 days to provide a written response to Airservices.

### **Physical fitness**

~~76.1082.10~~ Airservices will ensure all employees are physically capable of performing rescue and firefighting duties effectively and efficiently.

~~76.1182.11~~ Employees' fitness levels will be observed during all training exercises.

~~76.1282.12~~ If an employee is unable to physically perform their operational functions effectively, the employee will be referred to a DAME. The employee will not be returned to operational duty until able to carry out their operational functions effectively.

## **~~77~~83 3-yearly medical examinations**

~~77.183.1~~ Approximately once every three (3) years, employees will attend a medical examination by a DAME arranged by Airservices. The 3-yearly medical examination will be based on the CASA Class 2 Medical Examination (subject to alteration by agreement with employee representatives or the Union) and include blood pressure and cholesterol tests.

~~77.283.2~~ Medical information is to be treated in strictest confidentiality and individual medical conditions will not be advised to Airservices. The DAME will advise Airservices only whether the employee is fit or unfit for duty.

~~77.3~~ Airservices will offer blood and urine tests, as part of the 3-yearly medical examinations, for the cancers listed (at the time this Agreement commences) in section 7 of the Safety, Rehabilitation and Compensation Act 1988 (Cth), and recognised by associated Regulations, except for those tests that are not a reliable indicator of cancer. During the life of this Agreement, Airservices and employee representatives and the Union will examine appropriate additional medical testing of employees, and make changes to relevant policies or procedures to identify agreed tests and achieve consistency of testing for 3-yearly medical examinations.

## **7884** Notice of termination requirements

~~78.1~~84.1 Airservices will comply with the notice of termination requirements of the [FW Act](#). For permanent employees, the required notice periods, or pay in lieu of notice, depend on years of continuous service as follows:

- (a) less than [one \(1\)](#) year of service: [one \(1\)](#) week
- (b) between [one \(1\)](#) and [three \(3\)](#) years of service: [two \(2\)](#) weeks
- (c) between [three \(3\)](#) and [five \(5\)](#) years of service: [three \(3\)](#) weeks
- (d) more than [five \(5\)](#) years of service: [four \(4\)](#) weeks

~~78.2~~84.2 If an employee is more than 45 years old and has more than [two \(2\)](#) years of continuous service, that employee will receive an extra week of notice.

~~78.3~~84.3 ~~Permanent employees must provide Airservices with at least 2 weeks' notice of their resignation. An employee may resign from their employment by giving Airservices at least 14 calendar days' notice.~~

~~78.4~~84.4 Where Airservices has given an employee notice of termination, the employee is entitled to [one \(1\)](#) calendar day off without loss of pay for the purposes of seeking other employment. This time can be taken at the employee's convenience after consultation with us.

~~78.5~~84.5 Airservices may terminate the employment of a casual employee by giving the employee 1 day of notice.

~~78.6~~84.6 An employee is not entitled to notice if Airservices terminates the employee's employment for conduct which would justify summary dismissal at common law.

~~84.7~~ Any notice of termination shall be in writing, giving the appropriate period of notice and shall state the reasons for the termination and, if relevant, details of any counselling provided.

### Payment on death of an employee

~~78.7~~84.8 When an employee dies, or Airservices has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, Airservices must authorise payments to the partner, 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.

## **7985** Abandonment of employment

~~79.1~~85.1 An unapproved absence from work for a continuous period exceeding [five \(5\)](#) working days without notification to us will be prima facie evidence that an employee has abandoned their employment.

~~79.2~~85.2 Airservices will make all reasonable attempts to contact the employee over the [five \(5\)](#) day period for an explanation concerning the employee's absence.

~~79.3~~85.3 Where employees have abandoned their employment, the date of effect will be the date of the employee's last attendance at work, or the employee's last day of approved absence, whichever is later.

## **8086 Training bond**

~~80.186.1~~ 80.186.1 Airservices and an employee may enter into a training bond agreement on commencement of employment. Any such agreement shall be enforceable according to the general law. The training bond agreement may be waived in exceptional circumstances.

~~80.286.2~~ 80.286.2 Any dispute about a training bond agreement may be dealt with under the dispute resolution procedure set out at clause ~~20202020~~.

## **8187 Redeployment and redundancy**

~~81.187.1~~ 81.187.1 This clause does not apply to casual, fixed-term or probationary employees.

~~81.287.2~~ 81.287.2 Where an employee's position has been made redundant, and the employee has received an offer from Airservices for reasonable alternative employment, the employee is not entitled to any benefits under this clause ~~87878781~~. Reasonable alternative employment means a position that is at the same remuneration level, requires similar skill and responsibility, and is in the same geographical location as the employee's redundant position.

### **Involuntary redundancy**

~~81.387.3~~ 81.387.3 If Airservices proposes to terminate an employee's employment by way of involuntary redundancy, Airservices will provide at least three (3) months' notice, or pay in lieu of any unexpired portion of that notice, of the termination date.

~~81.487.4~~ 81.487.4 Before terminating an employee's employment due to involuntary redundancy, Airservices must make all reasonable attempts to:

- (a) find suitable vacant positions for the employee;
- (b) alert the employee to the suitable vacant positions; and
- (c) where the employee applies for a suitable vacant position, redeploy that employee into the suitable vacancy by preferring the employee's application over other applications from people whose position with Airservices is not redundant.

~~81.587.5~~ 81.587.5 Suitable vacant positions include positions the employee would be suited to after a reasonable period of training provided by Airservices.

~~81.687.6~~ 81.687.6 Job-swapping between employees, including employees in different locations, may be arranged for employees who do not wish to be terminated and employees who have expressed interest in voluntary redundancy. Such job-swaps will be subject to Airservices' agreement considering the employees' suitability to perform the duties of the position either immediately or within a reasonable period of training.

~~81.787.7~~ 81.787.7 If an employee whose position has been made redundant accepts a position with a lower salary, that employee will be entitled to maintain their pre-redundancy salary for 13 months (if the employee is aged over 45 or has more than 20 years of continuous service) or 7 months for all other employees.

### **Voluntary redundancy**

~~81.887.8~~ 81.887.8 If Airservices offers an employee a voluntary redundancy, that employee must be given 4 weeks to accept or decline the offer.

~~81.9~~87.9 If Airservices terminates an employee's employment by way of voluntary redundancy, Airservices will provide four (4) weeks' notice, or pay in lieu of notice before the employee's employment is terminated. If the employee is over 45 years of age and has at least two (2) years of continuous service with Airservices, the period of notice, or pay in lieu, will be five (5) weeks.

### Severance pay

~~81.10~~87.10 A severance payment made under this clause includes any redundancy payment to which the employee is entitled under the ~~National Employment Standards~~NES.

~~81.11~~87.11 If Airservices terminates an employee's employment by way of either voluntary or involuntary redundancy, Airservices will make a severance payment calculated in the following way:

- (a) four (4) weeks' salary per year for the employee's first five (5) years' of service; plus
- (b) three (3) weeks' salary per year of service thereafter; and
- (c) the severance payment will be calculated on a pro rata basis for each completed month of service; and
- (d) the maximum severance payment is 75 weeks' salary.
  - a. For the purposes of this clause ~~87.87.81~~, salary means an employee's base salary plus
- (e) a higher duties allowance where that allowance was paid to the employee for a continuous period of 12 months immediately preceding the date the employee is notified of their final day of employment; and
- (f) the average shift loading paid to the employee in the past 12 months where a shift loading was paid to the employee for at least half the pay periods in 12 months immediately preceding the date the employee is notified of their final day of employment; and
- (g) other allowances in the nature of salary ordinarily received by the employee.

~~81.12~~87.12 For the purposes of this clause ~~87.87.81~~, service means continuous employment with Airservices and its predecessors, the Australian Public Service, the Australian Defence Forces and other employers specified under regulation 8 of the Long Service Leave (Commonwealth Employees) Regulations, excluding any period of service for which the employee has received a redundancy payment.

~~81.13~~87.13 For the purposes of this clause ~~87.87.81~~, continuous employment means a period of employment with employers mentioned above that is not broken, or where there was a break in employment, the employee had received a firm offer of employment from the next employer before termination with the previous employer.

~~81.14~~87.14 If an employee is required to transfer as a result of redundancy or redeployment, the employee is entitled to the benefits of clause ~~31.31.30~~.

~~81.15~~87.15 An employee whose employment is terminated under this clause 81 while on a term transfer is entitled to the reimbursement of relocation expenses to the employee's home location on the same basis as the employee would have been on completion of the term transfer (see clause ~~31.31.30~~).

~~81.16~~87.16 If an employee is entitled to be paid Early Retirement Benefit on age retirement, the employee will be paid those benefits when the employee receives benefits payable under clause ~~87.1187.1181.11~~.

## Personal support

- ~~81.17~~87.17 An employee who has been notified that their employment will be terminated due to redundancy is entitled to:
- (a) career counselling provided by Airservices;
  - (b) at Airservices' discretion, leave to undertake training or education to support an alternative career;
  - (c) the reimbursement of tuition fees and HECS charges incurred during the calendar year of the employee's termination date where the study commenced before termination;
  - (d) reasonable leave with pay to attend employment interviews and reasonable travel expenses approved by Airservices; and
  - (e) reimbursement of independent financial advice up to ~~\$582~~\$647 for advice regarding the employee's redundancy.

## ~~82~~88 Subsidiaries

- ~~82.1~~88.1 If an employee of Airservices accepts employment by a wholly-owned subsidiary of Airservices, the employee's continuity of service will be deemed not to have been broken, service for Airservices will count as service with the subsidiary for the purpose of all service-related benefits (including leave and severance entitlements), and the employee's accrued leave entitlements will be transferred to the subsidiary.
- ~~82.2~~88.2 Airservices may require an employee to perform work for a subsidiary, or second an employee to the subsidiary, within the employee's skills, competence and training.

## ~~83~~89 Early retirement benefit

- ~~83.1~~89.1 If an employee has elected to remain with CSC (previously CSS) and attains the age of 55 while employed by Airservices, that employee is entitled to access early retirement benefits.
- ~~83.2~~89.2 Definitions:
- (a) **Age:** as determined in accordance with the provisions of Section 6 of the *Superannuation Act 1976* (Cth).
  - (b) **Final salary:** as defined under the *Superannuation Act 1976* (Cth).
  - (c) **Benefit:** means the total amount payable under the provisions of this clause.
- ~~83.3~~89.3 The benefit payable to eligible employees on attaining age 55, who elect to retire, is an amount equal to 0.031 times final salary for each year of service.
- ~~83.4~~89.4 Only continuous service with Airservices (or its predecessors) will count in determining the benefit.
- ~~83.5~~89.5 Any service of less than one (1) year shall also count proportionate to the number of completed months of service in that year.
- ~~83.6~~89.6 The maximum benefit payable is 30 times 0.031 times final salary, which equals 0.93 times final salary.
- ~~83.7~~89.7 The benefit payable at age 55 is reduced by 20% for each year the employee continues service past the age of 55.

## PART F – CLASSIFICATIONS AND PAY

### 8490 Progression

84.190.1 Progression through the classifications is dependent on achieving the required qualifications and meeting the minimum time-based criteria in accordance with the following table:

	Qualification required	Service required
<b>Recruit</b>	Working towards Certificate II	Duration of recruit course
<b>Aviation Firefighter level 1 (AFF1)</b>	Certificate II in Public Safety (Fire Fighting and Emergency Operations)	Upon successful completion of recruit course
<b>Aviation Firefighter level 2 (AFF2)</b>	Successful completion of Location Specific Competencies (LSC), including Certificate III modules appropriate to the LSC requirements	After a minimum of 12 months at AFF1
<b>Lead Aviation Firefighter 1 (LAFF1)</b>	Certificate III in Public Safety (Fire Fighting and Emergency Operations)	After a minimum of 12 months at AFF2
<b>Lead Aviation Firefighter 2 (LAFF2)</b>	<a href="#">Certificate III in Public Safety (Fire Fighting and Emergency Operations)</a>	<a href="#">After a minimum of 12 months at LAFF1</a>
<b>Lead Aviation Firefighter 3 (LAFF3)</b>	<a href="#">Certificate III in Public Safety (Fire Fighting and Emergency Operations)</a>	<a href="#">After a minimum of 12 months at LAFF2</a>
<b>Sub-Station Officer (SSO)</b>	Certificate IV in Public Safety (Fire Fighting Supervision)	After a minimum of <del>3-years</del> <a href="#">12 months</a> at LAFF3
<b>Station Officer (SO)</b>	Diploma in Public Safety (Fire Fighting Management)	Appointment on the basis of position availability and merit-based selection process.
<b>Fire Commander (FC)</b>	Diploma in Public Safety (Fire Fighting Management)	Appointment on the basis of position availability and merit-based selection process.

**Note:** Based on an employee's qualifications and experience, and subject to the employee's suitability, Airservices may place an employee on an accelerated career progression. Any change to the progression requirement time frames set out in the table above will be determined by Airservices and will be subject to the agreement of the employee.

84.2 On recruitment, employees will commence recruit training. Continued employment is dependent on successful completion of the Certificate II in Public Safety (Fire Fighting and Emergency Operations). Upon successful completion of all competency units (or direct entry assessment) the employee will progress to AFF1.

90.2

- ~~84.3~~90.3 As an AFF1, employees will be assigned a fire station and day shift duties until sufficient location specific competency units have been achieved to partake in an operational position. The employee will continue studies toward the Certificate III in Public Safety (Fire Fighting and Emergency Operations). Upon a minimum of 12 months of service at AFF1 level and the successful completion of all location specific competency units (and relevant PSTP Units), employees will progress to AFF2.
- ~~84.4~~90.4 As an AFF2, employees will continue studies toward the Certificate III in Public Safety (Fire Fighting and Emergency Operations). Upon a minimum of 12 months of service at AFF2 and successful completion of all Certificate III units, employees will progress to LAFF1.
- 90.5 As a LAFF1 the employee will continue to develop and acquire new skills and experience. 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.
- 90.6 As a LAFF2 the employee will continue to develop and acquire new skills and experience. 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.
- ~~84.5~~90.7 After 12 months service as a LAFF, an employee may be selected by Airservices to undertake the Certificate IV in Public Safety (Fire Fighting Supervision). Airservices will select employees based on merit, including an assessment of operational skills and knowledge. After successful completion of the Certificate IV in Public Safety (Fire Fighting Supervision), and at least three years as an LAFF, the employee will progress to the classification of Sub Station Officer.
- ~~84.6~~90.8 On successful completion of a Diploma in Public Safety (Fire Fighting Management), employees will be qualified for promotion to SO, subject to position availability. Appointments will be on the basis of merit in accordance with clause ~~77~~77~~77~~~~77~~~~1~~ of this Agreement. SSOs will also receive ongoing coaching and development to facilitate progression towards being deemed suitable to perform second in command functions as part of an operational crew.
- ~~84.7~~90.9 Subject to suitability, SOs and FCs will be encouraged to continue studies toward an Advanced Diploma in Public Safety (Fire Fighting Management). On successful completion of all competency units, employees will be qualified for promotion to the positions above FC. Appointments will be on the basis of merit in accordance with clause ~~77~~77~~69~~ of this Agreement.
- ~~84.8~~90.10 Failure to achieve the required public safety training qualifications and competencies will result in the deferral or curtailment of progression until met.
- 90.11 A reduction in classification may only occur after a performance and disciplinary process has been undertaken in accordance with clause ~~80~~80~~74~~ of this Agreement.

#### **LAFF Transitional Arrangements on commencement of the Agreement**

- 90.12 Subject to clauses 90.4 through 90.7, transitional arrangements for LAFF1 to LAFF3 will apply to existing employees who hold the classification of LAFF prior to commencement of this Agreement.
- 90.13 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.

90.14 On commencement of this enterprise agreement, an employee who held the classification of LAFF prior to the commencement of this enterprise agreement will, subject to all other criteria being met, transition as follows;

<u>Service as a LAFF under Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2022-23</u>	<u>Classification upon certification of this agreement</u>
<u>Less than 12 months</u>	<u>LAFF 1</u>
<u>12 months but less than 24 months</u>	<u>LAFF 2</u>
<u>24 months and over</u>	<u>LAFF 3</u>

90.15 As a general principle, under the progression provisions from clause 90.1 to 90.6, an employee should not take longer than 24 months to become a LAFF3 from the anniversary date of when they became a LAFF1. Therefore, for the purposes of the transitional arrangements, all service as a LAFF prior to commencement of this enterprise agreement will be counted when transitioning an employee onto the new LAFF1 to LAFF3 progression structure.

90.16 Subject to clause 90.15, for the purposes of transitioning into the new LAFF progression structure, 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. Time not spent on operational duty will be deducted from the necessary time spent at the LAFF classification, and will need to be made up to total 12 months of operational duty for the purpose of transitioning to LAFF2, or 24 months prior to progressing to LAFF3.

90.17 Subject to 90.16, in determining how a current LAFF transitions into the new LAFF1-3 progression structure, the employees individual anniversary date will be used.

For the purpose of explanation only see below examples;

- (a) If an employee has 6 months service as a LAFF, they will transition to the new LAFF progression structure as a LAFF1, a further 6 months service is required prior to becoming a LAFF2.
- (b) If an employee has 18 months service as a LAFF, they will transition to a LAFF2. After completion of an additional 6 months service they will progress to a LAFF3.
- (c) If an employee has 3 or 15 months service, they will need to complete the remaining 9 months prior to progressing to a LAFF2 or LAFF3
- (d) If an employee has 9 or 21 months service, they will need to complete the remaining 3 months prior to progressing to a LAFF2 or LAFF3

90.18 These transitional arrangement provisions as detailed above will cease to operate at the nominal expiry date of this Agreement.

## **8591** Work level descriptors

~~85.191.1~~ 1 Employees at all classifications will carry out the functions and other duties ancillary to their role within the limit of their competencies, skills and experience to assist in improving the overall effectiveness of the team and fire station they are working at.



- ~~85.291.2~~ AFF1s will complete all location specific competencies (including any related Certificate III module requirements) appropriate to the fire station they work at. AFF1s will form part of a team and as a team member use their skills to assist in improving the overall effectiveness of the team and fire station.
- ~~85.391.3~~ AFF2s will have completed all location specific competencies appropriate to the fire station and will continue Certificate III studies through to completion. AFF2s will form part of a team and as a team member use their skills to assist in improving the overall effectiveness of the team and fire station.
- ~~85.491.4~~ LAFFs [classifications](#) will hold the qualification of Certificate III in Public Safety (Fire Fighting and Emergency Operations) and will carry out all the functions associated with those competencies and training received. LAFFs [classifications](#) will form part of a team and as a team member use their skills to assist in improving the overall effectiveness of the team and fire station.
- ~~85.591.5~~ SSOs will hold the qualification of Certificate IV in Public Safety (Fire Fighting and Emergency Operations) incorporating supervisory units and will carry out all the functions associated with those competencies and training received. SSOs will form part of a team and as a team member use their skills to assist in improving the overall effectiveness of the team and fire station.
- ~~85.691.6~~ SOs will take charge of a team or portion of a team of fire fighters and as a first line supervisor be responsible for the operational effectiveness and administrative functioning of the team. SOs will carry out the functions associated with the competencies they hold and have been trained for, including those of FC if requested. SOs will use their skills to develop all team members and improve the overall effectiveness of the team and fire station.
- ~~85.791.7~~ FCs will take charge of a team of fire fighters and as a supervisor be responsible for the operational effectiveness and administrative functioning of the team. At category 5 fire stations, FCs may be responsible as the local operations manager. FCs will provide managerial, administrative and operational support to the local operations manager.

## ~~86.92~~ Superannuation

### Members of an accumulation scheme

- ~~86.192.1~~ Airservices will contribute to employees' default, stapled or chosen superannuation fund at the rate of 14% of the employees' base salary. For this purpose, base salary includes any:
- (a) higher duties allowance;
  - (b) category allowance; ~~or~~
  - ~~(c)~~ [portfolio allowance](#); ~~or~~
  - ~~(e)~~(d) [advanced first aid and resuscitation allowance](#).
- ~~86.292.2~~ To select a fund, employees must select a fund that is an Eligible Choice Fund in accordance with the Choice of Fund Rules at the time of the selection.
- ~~86.392.3~~ If an employee does not select a fund in accordance with clause [92.292.292.286.2](#) above and there is no stapled fund, Airservices will make contributions to its default fund, the Accumulation Division of AvSuper (or successor fund).

## Members of defined benefit schemes

- ~~86.4~~92.4 For members of a defined benefit scheme, superannuation arrangements will continue in accordance with the relevant trust deed or legislation.
- ~~86.5~~92.5 For members of AvSuper's Defined Benefit Division (or successor fund), the CSS or the PSS, in the first full pay period following 1 June each year, Airservices will make an additional superannuation contribution of 1.5% of the employee's superannuation salary to an accumulation fund nominated by the employee in accordance with clause ~~92.2~~92.292.286.2.
- ~~86.6~~92.6 For the purposes of clause ~~92.5~~92.592.586.5, an employee's superannuation salary is the employee's superannuation salary as determined in accordance with the rules of the relevant defined benefit scheme.

## ~~87.1~~93 Salary sacrifice

- ~~87.1~~93.1 An employee may, with Airservices agreement, convert part of their base salary to a non-cash benefit, or all of their base salary for superannuation purposes only.
- ~~87.2~~93.2 Any fringe benefits tax and administration costs incurred as a result of providing the benefit shall be included in the benefit cost and employees authorise Airservices to deduct these amounts when calculating the employee's revised salary.

## ~~88.1~~94 Overpayments

- ~~94.1~~ 94.1 An overpayment occurs if Airservices provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
- ~~94.2~~ 94.2 Where Airservices considers that an overpayment has occurred, Airservices will provide the employee with notice in writing. The notice will provide details of the overpayment.
- ~~88.1~~94.3 Overpayments by Airservices to an employee of an entitlement under this Agreement is repayable by the employee as soon as practicable, subject to reasonable arrangements being agreed in writing between the employee and Airservices. A repayment arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee.
- ~~94.4~~ 94.4 If an employee disagrees that there has been an overpayment, including the amount of overpayment, they will advise Airservices in writing within 28 calendar days of receiving notice of the overpayment. In this event, no further action will be taken until the employee's response has been reviewed.
- ~~88.2~~94.5 Where Airservices has overpaid an amount to an employee and the employee has not repaid that amount prior to ceasing employment, Airservices may (with the employee's written authorisation) deduct the amount (or part of the amount) from any final monies owing to the employee.

## 8995 Salary

~~89.195.1~~ 89.195.1 Airservices will pay employees' annual base salary as set out in the table below. Pay increases will come into effect in the first full pay period following the times set out below (subject to approval of the Agreement by the ~~Fair Work Commission~~ [FWC](#) and the Commencement Date of the Agreement).

~~89.295.2~~ 89.295.2 Airservices will pay salary each fortnight into an account nominated by each employee.

	<b>Current</b>	<b>From 7 December 2022 (-4.9%)</b>		
<b>Recruit</b>	\$46,350	\$48,622		
<b>AFF1</b>	\$64,913	\$68,094		
<b>AFF2</b>	\$74,651	\$78,309		
<b>LAFF</b>	\$92,699	\$97,242		
<b>SSO</b>	\$98,019	\$102,822		
<b>SO</b>	\$107,988	\$113,280		
<b>FC</b>	\$116,511	\$122,221		

	<b><u>Pre-commencement Salary</u></b>	<b><u>On Commencement (4%)</u></b>	<b><u>First full pay period on or after 21 February 2025 (3.8%)</u></b>	<b><u>First full pay period on or after 21 February 2026 (3.4%)</u></b>
<b><u>Recruit</u></b>	<u>\$48,622</u>	<u>\$50,567</u>	<u>\$52,488</u>	<u>\$54,273</u>
<b><u>AFF1</u></b>	<u>\$68,094</u>	<u>\$70,818</u>	<u>\$73,509</u>	<u>\$76,008</u>
<b><u>AFF2</u></b>	<u>\$78,309</u>	<u>\$81,441</u>	<u>\$84,536</u>	<u>\$87,410</u>
<b><u>LAFF1</u></b>	<u>\$97,242</u>	<u>\$101,132</u>	<u>\$104,975</u>	<u>\$108,544</u>
<b><u>LAFF2</u></b>	<u>-</u>	<u>\$103,154</u>	<u>\$107,074</u>	<u>\$110,715</u>
<b><u>LAFF3</u></b>	<u>-</u>	<u>\$105,218</u>	<u>\$109,216</u>	<u>\$112,929</u>
<b><u>SSO</u></b>	<u>\$102,822</u>	<u>\$111,255</u>	<u>\$115,483</u>	<u>\$119,409</u>
<b><u>SO</u></b>	<u>\$113,280</u>	<u>\$122,571</u>	<u>\$127,229</u>	<u>\$131,555</u>
<b><u>FC</u></b>	<u>\$122,221</u>	<u>\$132,245</u>	<u>\$137,270</u>	<u>\$141,937</u>

<b>SIGNED FOR AND ON BEHALF of AIRSERVICES AUSTRALIA</b>	Signature
In the presence of:	Name
Name: Dated:	Position
	Address
	Date

<b>SIGNED FOR AND ON BEHALF of UNITED FIRE FIGHTERS UNION OF AUSTRALIA, AVIATION BRANCH:</b>	Signature
In the presence of:	Name
Name: Dated:	Position
	Address
	Date