

**THIS DEED** is made on May 2024

between

**AIRSERVICES AUSTRALIA (Airservices)**

and

**UNITED FIREFIGHTERS UNION OF AUSTRALIA (AVIATION BRANCH) (UFUA)**

**RECITALS**

- A. The UFUA is an organisation registered under the *Fair Work (Registered Organisation) Act 2009*.
- B. Airservices is a body corporate established by the *Air Services Act 1995*.
- C. Airservices and the UFUA have reached in-principle agreement on the terms of the *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2024-2027 (New ARFFS EA)*.
- D. The UFUA has sought commitments from Airservices in relation to the engagement of additional Aviation Rescue and Fire Fighting (**ARFF**) officers at Category 5-10 Aerodromes and the treatment of overtime in certain circumstances.
- E. The parties wish this Deed to record their commitments to the matters that are the subject of this Deed.

**THE PARTIES AGREE AS FOLLOWS:**

**1. COMMENCEMENT OF THIS DEED**

The obligations in clauses 2 and 3 of this Deed commence on the date on which the New ARFFS EA is certified by the Fair Work Commission.

**2. ADDITIONAL OFFICERS AT CATEGORY 5-10 AERODROMES**

- (a) Airservices currently provides the minimum designated staffing levels at all Category 5-10 Aerodromes where Airservices is approved to provide an ARFF service in accordance with the table at 1.1.2.5 of *Aviation Fire Fighting Manual AFFM-09 Version 6 (AFFM-09)*.
- (b) Airservices agrees to use its best endeavours to increase the total number of officers (Fire Commander and Station Officer) by one additional officer at Category 5 to 10. Accordingly, the minimum designated staffing levels at Category 5 to 10 will be in accordance with the following table:

<b>Aerodrome Category</b>	<b>Officer (Fire Commander and Station Officer)</b>	<b>Firefighter</b>
<b>5</b>	<b>3</b>	<b>4</b>
<b>6</b>	<b>3</b>	<b>4</b>
<b>7</b>	<b>3</b>	<b>4</b>

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<b>8</b>	<b>3</b>	<b>6</b>
<b>9</b>	<b>3</b>	<b>8</b>
<b>10</b>	<b>4</b>	<b>11</b>

- (c) Airservices acknowledges that increasing the total number of officers at Category 5 to 10 in accordance with clause 2(b) will require increasing the number of recruit courses conducted by Airservices and confirms:
- (i) It currently has two recruit courses planned in 2024, 2025 and 2026; and
  - (ii) It estimates that an additional two recruit courses will be required in 2025 and 2026 to increase to the total number of officers at Category 5 to 10 in accordance with clause 2(b).
- (d) The parties agree the following in relation to the domestic response vehicle (**DRV**):
- (i) In increasing the total number of officers at Category 5 to 10 in accordance with clause 2(b), Airservices agrees that it will not use employees who are otherwise normally rostered for the provision of a DRV.
  - (ii) For the avoidance of doubt, this Deed does not require Airservices to provide staffing for a DRV at Sydney, Melbourne, Brisbane and Perth or any other location.
- (e) Airservices will use its best endeavours to increase the total number of officers at Category 5 to 10 in accordance with clause 2(b) before the nominal expiry of the New ARFFS EA.
- (f) Airservices will update the table at 1.1.2.5 of AFFM-09 to reflect clause 2(b) by the earlier of:
- (i) When the parties have agreed that Airservices has increased the total number of officers at Category 5 to 10 in accordance with clause 2(b); or
  - (ii) The nominal expiry date of the New ARFFS EA, being 21 February 2027.
- (g) For the avoidance of doubt, Airservices will update the table at 1.1.2.5 of AFFM-09 to reflect clause 2(b) by 21 February 2027 regardless of whether the parties have agreed that Airservices has increased the total number of officers at Category 5 to 10 in accordance with clause 2(b).
- (h) The parties acknowledge that increasing the officers as required by clause 2(b) will create significant promotional opportunities for employees.

**3. TREATMENT OF OVERTIME IN CERTAIN CIRCUMSTANCES**

- (a) The parties agree that at non-24-hour stations, Airservices may retain employees to work overtime that is continuous with regular rostered hours to cover late aircraft movements. Employees who are retained to work continuous overtime with regular rostered hours beyond 23:00 hours will continue to be paid overtime at the rate prescribed by the New ARFF EA and remain on duty until the start time of the next regular rostered shift.

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- (b) If an employee chooses to finish work rather than remain on duty until the start time of the next regular rostered shift, overtime will only be paid for the period of overtime worked.
- (c) If an employee chooses to remain on duty until the start time of the next regular rostered shift that period is a recline period and the employee will not be unnecessarily disturbed.
- (d) The parties acknowledge and agree that:
  - (i) The facilities available for rest and recline across Airservices ARFF stations are variable;
  - (ii) At some ARFF stations there are no recline facilities available;
  - (iii) Airservices is currently undertaking a program of work to improve relevant ARFF stations, including in respect of rest and recline; and
  - (iv) Where there are no recline or no suitable recline facilities available at an ARFF station:
    - (A) The UFUA will provide Airservices with recommendations on potential interim solutions for Airservices to consider; and
    - (B) Airservices will consider any recommendations made by the UFUA and will implement an interim solution to enable employees to recline where required.

#### 4. **COUNTERPARTS**

- (a) This document may be executed and exchanged in counterparts.
- (b) This document is not binding upon a party until all executed counterparts have been exchanged.

#### 5. **GOVERNING LAW**

- (a) This document and any dispute arising out of or in connection with this document is governed by the laws of the Australian Capital Territory.
- (b) Each party submits to the exclusive jurisdiction of the courts of that Territory and courts of appeal from them, in respect of any disputes or proceedings arising out of or in connection with this document.

#### 6. **OPERATION OF THIS DOCUMENT**

This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

#### 7. **LEGALLY BINDING**

For the avoidance of doubt, Airservices confirms that this deed is intended to be legally binding.

#### 8. **TERMINATION**


This Deed will remain in force until:

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- (a) The parties agree in writing to terminate this Deed; or
- (b) The New ARFFS EA is terminated or replaced.

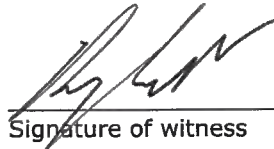
**EXECUTED** as a Deed.

**SIGNED for AIRSERVICES AUSTRALIA**  
by its duly authorised officer, in the  
presence of:

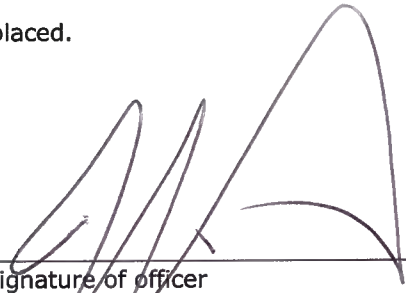
  
\_\_\_\_\_  
Signature of witness

JAMES CURISLAN  
Name


**SIGNED for UNITED FIREFIGHTERS  
UNION OF AUSTRALIA (AVIATION  
BRANCH)** by its duly authorised officer,  
in the presence of:

  
\_\_\_\_\_  
Signature of witness

Rory Thomas McCabe  
Name

  
\_\_\_\_\_  
Signature of officer  
Jason Andrews.  
Name

Date: 20 May 2024

  
\_\_\_\_\_  
Signature of officer  
Wesley Garrett  
Name

Date: 16 May 2024