



**AIRSERVICES AUSTRALIA
(Aviation Rescue Fire
Fighting)
COLLECTIVE
AGREEMENT
2009 - 2013**

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PART 1: AGREEMENT ADMINISTRATION

1.1 TITLE

This Agreement will be known as the *Airservices Australia (Aviation and Rescue Fire Fighting) Collective Agreement 2009 –2013*.

1.2 DEFINITIONS

1.2.1 "*Act*", means the *Workplace Relations Act 1996* as amended from time to time and includes any subsequent legislation which may replace the Act.

1.2.2 "*Agreement*", means this Collective Agreement.

1.2.3 "*AIRC*", means the Australian Industrial Relations Commission or any successor body that is conferred with the same or similar functions.

1.2.4 "*Award*", means the *Airservices Australia Award 2000* or any other Award, which replaces or supersedes that Award.

1.2.5 "*Base salary*", means the salary rate under Attachment 1 which will be salary for all purposes. Specifically, where salary sacrifice and purchased additional leave arrangements have been agreed, the base salary will be determined as if the salary sacrifice or leave arrangement has not been agreed.

1.2.6 "*Immediate Family*", means:

- (a) Your domestic partner (including your former domestic partner);
- (b) Your child (including an adopted child, a step child, an ex-nuptial child, or an adult child), parent, grandparent, grandchild or sibling of yours or of your domestic partner; and
- (c) A person related to you by Aboriginal and/or Torres Strait Islander kinship structures.

1.2.7 "*Domestic Partner*", means someone who lives with you in a domestic partnership, and includes your spouse.

1.2.8 "*Former Domestic Partner*", means someone who lived with you in a domestic partnership, and includes your spouse.

1.2.9 "*Operational Environment*", means the regulated facility which supports the provision of aviation rescue fire fighting services.

1.2.10 "*Registered health practitioner*" means a health practitioner who is registered or licensed as a health practitioner under a State or Territory law (or such other person who is recognised by the Act as having the authority to issue a medical certificate).

1.2.11 "*Union*", means the United Fire Fighters Union of Australia.

1.2.12 "*We*", "*Us*", "*Our*" and "*Airservices*", means or refers to Airservices Australia.

1.2.13 *"You", "Your" and "Employee"*, means or refers to all employees bound by this Agreement.

1.3 COMMENCEMENT AND PERIOD OF OPERATION

1.3.1 In accordance with s.347(1)(b) of the Act, this agreement shall begin to operate on the seventh day after the date of issue specified in the notice given by the Workplace Authority Director under s.346M(1) of the Act (Commencement Date).

1.3.2 The nominal expiry date of this Agreement shall be the date which is four (4) years from the Commencement Date.

1.4 NO EXTRA CLAIMS

1.4.1 This Agreement constitutes a comprehensive agreement in settlement of all matters for its duration.

1.4.2 For the life of this Agreement, there will be no further claims by any party to this Agreement, except where consistent with the terms of this Agreement.

1.5 SCOPE AND PARTIES BOUND

1.5.1 This Agreement is between:

- (a) Airservices and its subsidiaries;
- (b) The Union; and
- (c) All employees in classifications set out in Attachment 1 of this Agreement.

1.6 RELATIONSHIP TO THE AWARD

1.6.1 This Agreement is comprehensive and operates to the exclusion of the Award.

1.7 RELATIONSHIP TO POLICIES AND PROCEDURE

1.7.1 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 those policies and/or procedure and the terms of this Agreement, the terms of this Agreement shall prevail.

1.7.2 Airservices will consult with you and the Union in the development and variation of such policies and Airservices will not change policies or procedure without consultation.

1.8 AGREEMENT OBJECTIVES

1.8.1 Both the Union and Airservices are committed to fostering an employment relationship between Airservices and employees which is based on mutual respect, cooperation and the principles of consultation and participation in all aspects relating to employment conditions.

1.8.2 It is acknowledged that Airservices' management has a responsibility, on a continuous basis, to review the way work is performed and organised with a view to improving productivity and the way Airservices operates. Therefore, subject to observing consultation obligations in this Agreement and the related obligation to mitigate adverse effects of change on employees, it is accepted by employees and the Union that business reform is likely to be ongoing during the life of the Agreement and that they too will be open, co-operative and responsive to the need for continuous reform and improvement.

1.9 FLEXIBILITY AGREEMENTS

1.9.1 This provision permits two types of flexibility agreements to be made, namely:

- (a) An **Individual Flexibility Agreement** under which Airservices and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the individual employee and the employer; and
- (b) A **Group Flexibility Agreement** under which Airservices and a particular group of employees and if they choose, their union representatives, by majority agreement can agree to vary the application of certain terms of this Agreement to meet the particular needs of the employer and the group of employees concerned.

1.9.2 Disputes in relation to the application of this clause or in relation to the operation of an Individual Flexibility Agreement or a Group Flexibility Agreement may be dealt with under the Dispute Settlement Clause of this Agreement. This clause cannot be used as a device to avoid Agreement obligations.

Individual Flexibility Agreement

1.9.3 An Individual Flexibility Agreement may vary the application of terms in this Agreement that deal with arrangements for when work is performed including hours of work, starting times, shift lengths and breaks.

1.9.4 An Individual Flexibility Agreement:

- (a) must be made genuinely without coercion or duress;
- (b) must result in the employee being better off overall in relation to the employee's terms and conditions of employment than the employee would be if no Individual Flexibility Agreement were agreed.
- (c) can be used to provide to employees , specific entitlements in relation to the matters mentioned in cl.1.9.3 that are more beneficial than those prescribed by this Agreement.

1.9.5 An employee may choose to be represented by the Union or other person in discussions on proposed Individual Flexibility Agreements. Union representation does not mean the consent of the Union is required for the making of an Individual Flexibility Agreement.

1.9.6 An Individual Flexibility Agreement must also be in writing, name the parties to the agreement and be signed by Airservices and the individual employee (and, if the employee is under 18 years of age, the employee's parent or guardian) and specify:

- (a) the particular terms of this Agreement the operation of which Airservices and the individual employee have agreed to vary;
- (b) the nature of the varied arrangements proposed and how they will operate;

(c) how the agreement 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 Individual Flexibility Agreement were not made.

(d) the period for which the agreement will operate.

1.9.7 Airservices must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

1.9.8 An Individual Flexibility Agreement may be terminated:

(a) by Airservices or the employee giving 30 days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between Airservices and the employee.

Group Flexibility Agreement

1.9.9 A Group Flexibility Agreement may vary the application of terms of this Agreement that deal with arrangements for when work is performed including hours of work, rosters, starting times, shift lengths and breaks.

1.9.10 A Group Flexibility Agreement:

(a) must be made genuinely without coercion or duress.

(b) must result in each member of the group of employees being better off overall compared to the position that they would be in if no Group Flexibility Agreement was made.

1.9.11 The process for making and putting into operation a Group Flexibility Agreement will be the following:

(a) The proposed Group Flexibility Agreement must be formulated in writing specifying:

(i) the particular group of employees who will be directly affected by it ('the relevant employee group');

(ii) the particular terms of this Agreement the operation of which will be varied under the proposed Group Flexibility Agreement;

(iii) the nature of the varied arrangements proposed and how they will operate;

(iv) the period for which the agreement will operate.

(b) The proposed Group Flexibility Agreement must be provided to employees in the relevant employee group and to the Union allowing for a maximum of 21 days for comment and any discussion about it.

(c) If following the expiration of the period for comment and discussion, Airservices wants to seek to make the Group Flexibility Agreement either as originally proposed or in an amended form, it will:

- (i) provide a copy of the Group Flexibility Agreement either electronically or in hard copy to each of the employees in the relevant employee group and to the Union;
- (ii) over a period of no less than 7 days conduct a vote of the employees in the relevant employee group about whether or not they want to make the Group Flexibility Agreement;
- (iii) at the beginning of the voting period inform employees in the relevant employee group by way of e-mail and, if they are absent from the workplace during the period of the vote, also by telephone message, of the conduct of the vote and the final day and time for casting a vote.
- (d) If a two-thirds majority of the employees in the relevant employee group at the time vote in favour of making the Group Flexibility Agreement, it will be regarded as having been made and it 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 relevant employee group may nominate a union representative to oversee the conduct of the vote.

1.9.12 Once it is ascertained, the outcome of the vote will be notified to the employees in the relevant employee group and to the Union and if the Group Flexibility Agreement has been made, it will be posted on HR portal of AvNet, a copy provided to the Union and it will kept as a time and wages record.

1.9.13 An employee in respect of when a Group Flexibility Agreement operates can terminate its operation in relation to them by the provision of 45 days written notice to Airservices. Airservices in relation to one or more of the members of the group of employees covered by a Group Flexibility Agreement can terminate its operation by the provision of 45 days written notice to the employee(s) concerned. The Union will be provided with a copy of the notice of termination.

PART 2: RESPONSIBILITIES, GUIDANCE AND SUPPORT

2.1 EMPLOYEE DUTIES AND RESPONSIBILITIES

- 2.1.1 You must perform the duties and responsibilities associated with your position and any other duties and responsibilities that are assigned to you, and that you are trained for and/or suitably qualified in, diligently, in good faith, and in a manner that maintains our confidence in you as our employee.
- 2.1.2 You must comply with our documented policies, management instructions, operational instructions and procedures as adopted by us from time to time. This includes documented policies, management instructions, operational instructions and procedures relating (but not limited) to:
- (a) safety, including fatigue management;
 - (b) Airservices' positive attendance culture;
 - (c) the use of our technology and facilities;
 - (d) drugs, alcohol or other problematic substances; and
 - (e) the use of corporate credit or debit cards.

2.2 AIRSERVICES' RESPONSIBILITIES TO YOU

- 2.2.1 In return for the performance of your work under this Agreement we will pay you the remuneration specified by this Agreement and otherwise comply with the provisions of this Agreement that impose obligations on us.
- 2.2.2 We will provide training which is directed towards improving and enhancing your skills and capabilities in areas which are relevant to the role in which you are employed and your prospects of career progression with us.

2.3 OFFER OF EMPLOYMENT LETTER

- 2.3.1 Your category of employment, classification, workplace location/s and salary is that advised in your offer of employment letter or any subsequent letter.
- 2.3.2 In the event of a change to your category of employment, classification, workplace location/s or salary you will be advised of the terms of the change in writing.

2.4 RESTRICTIONS ON YOUR ABILITY TO WORK FOR ANOTHER PERSON WHILE EMPLOYED BY US

- 2.4.1 Subject to the following clause you cannot work for someone (including yourself) other than Airservices while employed by us.
- 2.4.2 We may give you our written permission to work for someone else. We will do this if we are of the opinion that such permission will not harm our business or affect your ability to carry out your work for us, or affect any other matters in this Agreement. We will not unreasonably withhold our permission.

2.5 LEGAL REPRESENTATION, INDEMNITY AND RELEASE ARRANGEMENTS

- 2.5.1 We will indemnify and release you against all claims and demands made against you by any person (including by Airservices, employees of Airservices, customers of Airservices and legal personal representatives):
- (a) Where the claim or demand is made as a result of injury or loss to a person or property as a result of your negligence or alleged negligence in performing your duties in the course of employment;
 - (b) Except where such injury or loss was caused wilfully by you or was caused by gross dereliction of duty on your part.
- 2.5.2 If we indemnify and release you pursuant to this clause, we will provide legal counsel and defend you and your estate in any legal action arising in connection with the performance of your duties, and indemnify you and hold you harmless from any judgment resulting from the legal actions.
- 2.5.3 After consideration of our operational requirements, and subject to relevant legislative obligations, we will release you from duty without loss of pay to act as a witness for a time sufficient to prepare and for appearances before:
- (a) a Coroner's inquest;
 - (b) a Royal Commission; or
 - (c) 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.

PART 3: CONSULTATION AND COMMUNICATION

3.1 EMPLOYEE AND UNION CONSULTATION ON CHANGE

- 3.1.1 Airservices will consult employees and their Union representatives about the introduction of changes that are likely to have a material impact on employees covered by this Agreement before a final decision is made to adopt a particular proposal and implement the change.
- 3.1.2 Matters that will be regarded as having a material impact on employees covered by this Agreement will include, but will not be limited to, substantial changes in the structure, deployment or methods of operation of the ARFF workforce covered by this Agreement and any changes likely to lead to the redundancy of positions held by employees covered by this Agreement.
- 3.1.3 The purpose of that consultation will be to give employees and their Union representatives a genuine opportunity to express their views about changes that are under consideration and have them taken into account, and to allow them to contribute to proposals for the introduction of the change before a final decision is made to adopt a particular proposal and implement the change.
- 3.1.4 The consultation will include the provision by Airservices of all relevant information excepting information of Airservices that is confidential and/or commercially sensitive or which Airservices is not permitted by law to disclose. Information that is provided by Airservices to employees and their Union 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.
- 3.1.5 Once a final decision is made by Airservices to implement a particular change of the kind described, it will also inform employees and their Union representatives of that decision and consult them about steps to mitigate any adverse effects on employees.
- 3.1.6 The objective of the parties will be to endeavour to reach agreement on issues raised in the course of consultation.
- 3.1.7 If there is a dispute during the consultation processes described regarding the provision of information by Airservices, that dispute may be referred to the AIRC for conciliation and if necessary, arbitration under the dispute settlement provisions of this Agreement. Apart from other matters that it considers relevant to take into account, in settling such a dispute the AIRC will have regard to the need to protect information of Airservices that is confidential and/or commercially sensitive. This clause shall not be read as limiting the capacity of employees or the Union to apply to the AIRC to have a dispute process conducted under the Dispute Avoidance and Settlement Process provisions of this Agreement about other matters arising under these consultation provisions.

3.2 DIVISIONAL CONSULTATIVE COUNCIL

- 3.2.1 There will be a **Divisional Consultative Council ('DCC')** which will meet annually or more frequently if required. The DCC shall consist of Union and management representatives and deal with the matters contained in the agreed terms of reference, where those matters pertain to the employment relationship of employees with us.

3.2.2 We will provide the following to facilitate Union and employee representatives' attendance at the DCC meetings and relevant sub committees:

- (a) *Union attendance*
All reasonable travel and accommodation expenses will be paid.
- (b) *Employee attendance*
 - i. All reasonable travel, accommodation and incidental expenses will be paid;
 - ii. Leave to undertake representation business resulting from an involvement in the above activities will be paid; and
 - iii. Additional hours for shift-working employees participating in the above activities on their rostered days off will be paid.
- (c) Attendance arrangements for any additional DCC meetings held will be by agreement with the Union.

3.2.3 For the purposes of this clause "reasonable travel and accommodation" means a return economy class air fare and accommodation arranged by us, taking into account the reasonable convenience of the employee..

3.3 NATIONAL CONSULTATIVE COUNCIL

3.3.1 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 senior Union and Airservices management representatives and may deal with matters concerning Airservices' business, structure, technology, programs and functions, where those matters also pertain to the employment relationship.

3.3.2 Airservices will provide the following to facilitate Union and employee representatives' attendance at meetings of the NCC and relevant sub-committees:

- (a) *Union attendance:*
Payment of all reasonable travel and accommodation expenses.
- (b) *Employee attendance:*
 - i. All reasonable travel, accommodation and incidental expenses will be paid;
 - ii. Leave to undertake representation business resulting from an involvement in the above activities will be paid; and
 - iii. Additional hours for shift-working employees participating in the above activities on their rostered days off will be paid.

3.3.3 For the purposes of this clause "reasonable travel and accommodation" means a return economy class air fare and accommodation arranged by us.

3.4 DISPUTES AVOIDANCE AND SETTLEMENT PROCESS

3.4.1 In the event of a dispute about a matter arising under this Agreement between Airservices and an employee or employees whose employment is subject to this Agreement, 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 at such meeting/s, 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.

At any time during this process employees may choose to be represented by the Union or another employee.

- 3.4.2 If the matter cannot be resolved by following the process outlined above, then any of the parties to the dispute may apply to the AIRC to have a dispute resolution process conducted under Division 5 of Part 13 of the Act in relation to the matter.
- 3.4.3 In relation to that dispute resolution process, the AIRC will have the power to settle the dispute by:
 - (a) Conciliation;
 - (b) Arbitration, if conciliation is not successful in resolving the dispute, or if the parties agree that they wish the AIRC to settle the dispute by arbitration without recourse to conciliation.
- 3.4.4 Unless otherwise agreed by the parties, the powers that the AIRC can exercise under this clause are those powers available to it under s.111 of the Act as at the time that this agreement commences to operate.
- 3.4.5 While a concern or dispute is being dealt with, work will continue as normal save for any bona fide safety concerns.

3.5 INDIVIDUAL WORKPLACE GRIEVANCES-EMPLOYEE GRIEVANCE BOARD

- 3.5.1 There will be an Employee Grievance Board ('**EGB**') established for the purpose of providing an avenue of independent review in relation to certain individual employee grievances. The constitution, jurisdiction, powers, procedures and other matters relating to the EGB are set out in the appendix to this Agreement entitled 'Employee Grievance Board'. The provisions of that appendix form part of this Agreement. Those provisions contain an explanation of the type of conduct that constitutes workplace harassment and discrimination

3.6 RIGHTS AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES

- 3.6.1 For the purposes of this clause "*employee representative*", means an elected representative who represents the views of employees in the workplace.
- 3.6.2 Airservices shall be given written notification of the details of employees who have been elected or appointed as an employee representative as soon as practicable.
- 3.6.3 We accept that the role and activities of employee representatives are, when requested by employees, to provide support and/or represent employee interests before management in relation to matters covered by the Agreement.
- 3.6.4 Employee representatives have a responsibility to consult their immediate supervisor as soon as practicable in relation to their activities and the facilities that they require so that arrangements can be made in a timely manner.

- 3.6.5 Access to paid time away from duty will be provided at our discretion and will not be unreasonably denied, including employee representatives attending training programs on the consultative process provided that such training programs are not provided by a trade union.
- 3.6.6 Use of facilities such as a computer, photocopier, notice boards, telephone, video conference, facsimile, email and meeting rooms will also be provided, so as not to inconvenience workplace operations.
- 3.6.7 Attendance at meetings which are for purposes other than NCC/DCC, NCC/DCC Sub Committees or EGB hearings are to be viewed as routine employee representation activity. As such, responsibility for funding any travel and/or associated costs resides with the Union or other representative wishing to participate in the meetings.
- 3.6.8 Any instances of misuse of our facilities may result in them being withdrawn. Such action would only occur after an investigation of the alleged misuse has been conducted and discussions have been held between Airservices and the Union or other representative.
- 3.6.9 It remains a condition of access to our electronic communications system that the facility is not to be used as a broadcast medium for sending information to groups, networks or on an employee/membership wide basis without the approval of Airservices in each instance.

PART 4: WORKING CONDITIONS

4.1 CATEGORIES OF EMPLOYMENT

4.1.1 To manage our often varying workload we will use the range of employment categories provided for under this Clause.

4.1.2 You are employed in one of the following categories, as notified in your offer of employment letter:

Probationary employment

- (a) Unless you are a casual employee, for the first three (3) months of employment with us, you will be a probationary employee for the purpose of determining your suitability for continued employment.
- (b) The probationary period specified in your offer of employment letter may be longer, where the position involves a formal period of training exceeding three (3) months followed by a formal assessment mechanism.
- (c) During the probationary period you will be advised by us that your employment will be continued, or that we will not be continuing your employment. By agreement with you, as an alternative to terminating your employment, a further probationary period up to a maximum of three (3) months may be implemented.
- (d) Your probationary period will count as service.
- (e) Either you or we may terminate your employment during the probationary period (or the extended probationary period referred to in (c)) by giving one (1) week's notice.

Permanent full-time employment

- (a) This means that you work for us on a permanent basis for thirty eight (38) ordinary hours per week.

Permanent part-time employment

- (a) This means that you work for us on a permanent basis for less than the ordinary hours of work prescribed for a permanent full-time employee. You 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.
- (b) Before commencing, you and we will agree to the following in relation to your employment in writing:
 - (i) ordinary hours to be worked;
 - (ii) days to be worked; and
 - (iii) commencing and finishing times for the work.

Casual employment

- (a) This means that you are not a permanent employee and that your hours of work and employment are irregular and intermittent, subject to your availability to work and our need for your services.
- (b) There is no obligation on us to provide you work and engagement is at our discretion. Each engagement is a separate period of employment.
- (c) You will be employed by the hour with wages accruing from day to day and paid fortnightly. You will be paid the relevant hourly rate applying to a permanent full-time employee at the same classification, plus a loading of 25%.
- (d) You are not entitled to any leave entitlements (other than long service leave, unpaid carer's leave or, if you are an eligible employee, parental leave), period of notice or the termination or redundancy provisions under this Agreement.

Fixed term employment

- (a) This means that you are employed by us for a fixed period of time for the purpose of a specific event, or on a specific project, as agreed between you and us in writing. Any such engagement is subject to the termination provisions of this Agreement (refer Part 7).
- (b) If you are continuously employed for more than twelve (12) months, including roll-over or consecutive engagements, you will be permanently appointed at the base level of the classification structure for which you were employed under your last fixed term engagement. This does not apply to fixed term employment on a discrete project for a finite period greater than twelve (12) months with no further employment prospect on completion.
- (c) Your fixed term employment will count as service, if you are permanently appointed at the conclusion of your fixed term engagement.
- (d) You will receive on a pro-rata basis equivalent pay and conditions to a permanent full-time employee of the same classification, unless otherwise specified under this Agreement.

4.2 HOURS OF WORK

- 4.2.1 As a shift worker, you will be consulted about and we will endeavour to accommodate your preferences for working hours considering your personal needs and impact on family and work life. These preferences must fit within the needs of our business, operations, other members of your team and customer expectations.
- 4.2.2 We will ensure that matters concerning fatigue management and equity principles concerning the distribution of shifts are fully considered.

4.3 ROSTERING

Definitions

4.3.1 A 10/14 roster consists of:

- (a) two (2) 10 hour day shifts;
- (b) followed by two (2) 14 hour night shifts;
- (c) followed by four (4) days off.

4.3.2 A sympathetic 10/14 roster will feature a fixed roster cycle (e.g. 2 on 4 off).

Rostering Principles

4.3.3 All rosters should average thirty eight (38) hours per week.

4.3.4 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.

4.3.5 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 4.3.6 and 4.3.7

4.3.6 At 24 hour locations where Category 10 aircraft operate:

- (a) 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 4.3.22(C) apply to activity rosters.

4.3.7 24 hour locations which are subject to a curfew (excluding Sydney) or where the service is provided for part of the 24 hour 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).

4.3.8 Non twenty four (24) hour locations may work rostered hours of up to sixteen (16) hours per shift except where shift lengths may be extended to eighteen (18) hours with our 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.

4.3.9 If rostered shifts at any non 24 hour location are to exceed 18 hours in length, this can only be done under an Individual or Group Flexibility Agreement made under this Agreement.

- 4.3.10 All rosters should follow an even/regular cycle.
- 4.3.11 When a new roster has been decided a minimum of seven (7) days notice is required before commencement.
- (a) Where this notice period is not given, you will be paid the additional hours rate for each changed shift until you receive seven (7) days notice.
 - (b) You will not be entitled to this penalty payment in circumstances where you are required to change shift to cover another employee's unplanned absence (e.g. sick or special leave).
- 4.3.12 Rosters with shifts exceeding fourteen (14) hours will have no more than two (2) "back to back" shifts in succession.
- 4.3.13 Back to back shifts greater than fourteen (14) hours in duration shall not attract the "no eight (8) hour break provisions".
- 4.3.14 No roster shall contain a "quick change around". Any break between shifts should not be less than eight (8) hours.
- 4.3.15 No rostered shift shall commence duty between the hours of 0001 and 0430.

Other Roster requirements

- 4.3.16 All rosters must provide maximum operational efficiency, ensure economy of resource utilisation and meet applicable regulatory requirements.
- 4.3.17 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.
- 4.3.18 Fire Station Managers have responsibility for the requirements of all fire station rosters.
- 4.3.19 All rosters will be formulated in accordance with the rostering provisions in this Agreement and will be prepared in consultation with you and the fire station's elected representative.
- 4.3.20 Fire Station Managers retain the responsibility to periodically test the capability of crews to respond at any time during the day or night, including the period 2200 hours to 0600 hours.
- 4.3.21 Where two (2) or more alternative rosters are available, including any roster developed by employees and endorsed by the Fire Station Manager 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.
- 4.3.22 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 sleeping. It is your and the Fire Station Manager's responsibility to ensure you can respond immediately to calls. Where 10/14 rosters are worked recline time is between 2200 and 0600.

- 4.3.23 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.
- 4.3.24 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.
- 4.3.25 Employees may be retained for up to two (2) hours after a sixteen (16) hour shift, three (3) hours after a fifteen (15) hour shift and four (4) hours after fourteen (14) hours or less to cover employee shortages, late aircraft or emergencies. These hours may be further extended through mutual agreement with you.
- 4.3.26 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 twenty four (24) hour Units.
- 4.3.27 The FCC operator’s shift shall not exceed a continuous four (4) hours. Employees will be rotated accordingly.
- 4.3.28 Hand-over - takeover routines will be observed where required.

Mutual Changes of Shift

- 4.3.29 Flexibility in the provision of mutual changes will continue to allow you to balance your work and domestic responsibilities.
- 4.3.30 Mutual shift changes shall not be approved where any adverse effect on operational efficiency may occur or where they conflict with safe work practices.
- 4.3.31 An eight (8) hour break between shifts for mutual changes is required and is subject to prior approval of the Fire Station Manager if necessary.
- 4.3.32 Mutual shift changes can be arranged for any portion of a shift and must be recorded and approved

4.4 ADDITIONAL HOURS AND EMERGENCY DUTY

- 4.4.1 You have an obligation to work a reasonable amount of additional hours (including emergency duty) where it is necessary to meet operational requirements. Additional hours may be necessary to cover approved leave and absences where insufficient relief is available. This obligation is subject to the provisions in the remainder of this clause 4.4.
- 4.4.2 If, having regard to the matters set out in (a) to (e) below, it would be unreasonable for you to work the additional hours, you do not have an obligation to work those hours:
- (a) any risk to your health and safety from working the additional hours requested;
 - (b) your personal circumstances, including family responsibilities;
 - (c) the needs of the workplace;
 - (d) the nature of your role and your level of responsibility;

- (e) the notice given by us of the requirement to work the additional hours and any notice you have given about your availability or unavailability to perform additional hours work in a particular period;
- (f) any other relevant matter.

- 4.4.3 If you are asked to work additional hours and after considering the matters mentioned in clause 4.4.2(a) – (e), you conclude that it would be unreasonable for you to work those additional hours, you may decline to work those hours and you will not be required to work those particular hours.
- 4.4.4 Your right to decline to work particular additional hours requested does not mean that Airservices cannot subsequently question or dispute whether your refusal or refusals to perform additional hours are justified under the provisions of this clause.
- 4.4.5 Where possible, additional hours will be programmed in advance and selection based on volunteers. Where no volunteers are available the local "Order of Merit" will be used to select employees to work additional hours.
- 4.4.6 All additional hours and emergency duty will be paid at the rate of 1.3 for all additional hours of emergency duty hours worked. This rate will increase to the rate of 1.5 as at 1 July 2012.
- 4.4.7 If you are required to work additional hours, you will do so only for the period necessary to maintain category for impending aircraft movements, or to fulfil operational training needs as determined by us unless otherwise agreed by you and us.
- 4.4.8 For additional hours and emergency duty that is not continuous with ordinary duty the minimum number of hours you are entitled to payment for will be three (3) hours.
- 4.4.9 There will be no separate payments for travel time when travelling to and from the workplace for additional hours or emergency duty.
- 4.4.10 You will be paid Motor Vehicle Allowance in accordance with clause 4.11.8 when required to perform emergency duty.
- 4.4.11 When working rostered additional hours you will not be required to commence or cease duty between the hours of 2300 and 0500. Staff that work a 10/14 roster will not be required to commence or cease rostered additional hours between 2200 and 0600.
- 4.4.12 Additional hours will be made available to cover approved leave and absences where insufficient relief is available.

4.5 ON CALL ALLOWANCE

- 4.5.1 We may request that you be 'on call' to perform duty, outside your ordinary hours for the purposes of participating in an incident management team.
- 4.5.2 Where you agree to perform this function you are entitled to payment of the 'on call allowance'.
- 4.5.3 You will be paid \$5.00 for each hour, or part thereof, for the 'on call' period.
- 4.5.4 Where you are recalled for duty you will receive Additional Hours payments in accordance with this Agreement (refer Clause 4.4).

4.5.5 We will define and advise you of the circumstances in which you would be required to report for duty at the workplace while on call.

4.6 TIME OFF IN LIEU (TOIL)

4.6.1 You may agree to be given time off in lieu of payment for additional hours worked in accordance with clause 4.4, equivalent to the hours worked at the additional hours rate, or as a mixture of payment and time in lieu to the same value.

4.6.2 TOIL, accrued but not taken, will not be paid out on termination.

4.6.3 Wherever possible, TOIL will be provided at a time mutually acceptable to you and your manager, consistent with operational requirements.

4.7 REST RELIEF

4.7.1 If you are required to work additional hours or emergency duty and there is less than eight (8) hours break to your next regular shift commencement time, you will not be required to attend for ordinary duty until you have been absent for eight (8) hours (plus reasonable travelling time). Your pay will not be reduced for the period of such absence.

4.7.2 If you are required to work without eight (8) consecutive hours off duty (plus reasonable travelling time), you will be paid at the additional hours rate (refer Clause 4.4) for all hours worked until the required break is taken.

4.7.3 The rest relief provisions do not apply where the period of emergency duty is less than three (3) hours, or less than three (3) hours additional hours is worked immediately prior to the commencement of a normal shift.

4.8 FLY IN FLY OUT (FIFO)

4.8.1 At locations where we determine FIFO as the suitable staffing model, you may be offered FIFO positions. During the period of the FIFO arrangements the terms and conditions of your employment will continue to be subject to this Agreement and you will retain your substantive classification and right of return to your home location (fire Station).

4.8.2 Any particular terms of employment that are specific to the FIFO location in addition to the standard conditions stated in clause 4.8.3 will be contained in a Group Flexibility Agreement made under this Agreement.

4.8.3 When working under FIFO arrangements, the following standard conditions will apply:

- a) The selected location will be defined as your initial FIFO post for the purposes of FIFO confirmation.
- b) When under FIFO arrangements your home location will be your place of residence.
- c) The Initial FIFO posting will be for period of twenty four (24) months unless a variation to that period is agreed between you and us.

- d) In exceptional circumstances either you or we can terminate the FIFO arrangement by giving three (3) months notice, unless a shorter period of notice is agreed.
- e) After giving the required notice in accordance with (d), or at the conclusion of the initial two year period, we may offer you another FIFO post at any Fire Station across the network. Acceptance of any offer made to you would be made on a voluntary basis.
- f) FIFO working arrangements will be a designated rotational period of fourteen (14) days. You will be required to work the equivalent of one hundred and fifty two (152) hours (based on a thirty eight (38) hour week x four (4) weeks) in the designated rotational period, which will include travel time from your place of residence to FIFO post.
- g) We will pay the first twelve months of Qantas Club or Virgin Blue Lounge membership or until you achieve a flying status which provides membership at no cost, whichever occurs first.
- h) We will reimburse gymnasium fees at your home location, where requested in accordance with the Airservices Australia Gym Program Guidelines.
- i) Should you elect to relocate from your home location to another permanent location within Australia during the initial FIFO period or to give effect to an initial FIFO arrangement you are responsible for all costs associated with the relocation.
- j) Requests to change the FIFO travel arrangements to another location other than returning to the home location (i.e. for the 14 days off) must have prior agreement from us and not result in any additional cost to us. It remains your responsibility to ensure that the return travel arrangements from locations other than your home location are in accordance with the FIFO Fire Station's roster requirements.
- k) We will provide you with furnished accommodation to a reasonable standard. with the following conditions applied:
 - all utilities will be paid by Airservices
 - individual and separate bedroom for each person;
 - no more than two people to share domestic ablutions; and
 - linen and cleaning consumables provided.
- l) A general use vehicle will be made available to transport staff between the workplace and accommodation and for reasonable out of hours use.
- m) We will meet reasonable personal telephone call costs associated with telephone facilities provided at the FIFO Fire Station and your accommodation.
- n) Where meals are not provided, you will be paid an allowance equivalent to the Travelling Allowance (TA) specified in clause 4.11.4 for each (12) twelve hour period when you are at FIFO post.
- o) The twelve (12) hour period for the purpose of travel incorporates (1) hour to travel to the airport for departure and one (1) hour from the airport on return.
- p) We will provide reasonable reimbursement of expenses actually incurred for travel between your usual residence or your FIFO accommodation (as the case may be) and the airport to give effect

to FIFO or training requirements. Individual circumstances will be considered and approved by your Station Commander.

- q) Subject to our agreement, you may elect to drive your private vehicle to the FIFO post. In these circumstances you will receive the financial equivalent of the air travel cost which would normally have been provided as reimbursement for all costs incurred. There will be no additional travel time over and above provided for at clause 4.8.3 (n).
- r) When under FIFO arrangements you will not be entitled to term transfer entitlements provided for at clause 4.10.5 of this Agreement.

4.9 TRAVEL STANDARD

4.9.1 When travelling on official business the following travel standards will apply:

- (a) 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;
- (b) Surface public transport will be the highest class available; and
- (c) 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.

4.10 TRANSFERS

4.10.1 *Definitions*

- (a) "*Compulsory transfer*", means we have directed you to transfer due to part of our operations moving to a new location.
- (b) "*Dependant*", for the purposes of transfer entitlements, is your domestic partner or child who normally resides with you, and who moves with you or to join you. Consideration will be given to other dependants depending on the circumstances of the dependence.
- (c) "*Headquarters/usual station*", means the place where you regularly attend work.
- (d) "*Home*", means a dwelling occupied at the previous locality which you and your family owned, ordinarily lived and housed your possessions immediately before being notified in writing of transfer to another locality.
- (e) "*Home location*", means your usual work and living locality.
- (f) "*Most direct route*", means the shortest route as specified by the Australian road service associations or the route with the lowest travel cost.
- (g) "*Permanent transfer*", means your new location becomes your home location on transfer.
- (h) "*Temporary transfer*", means you take up duties temporarily away from your home location for a period not expected to exceed twelve (12) months, and the transfer is not a term transfer.
- (i) "*Term transfer*", means we require you to take up duty for a period of one (1) to two (2) years at a designated term transfer location.

4.10.2 *Principles*

- (a) ARFF operational employees are generally transferable for the purposes of term and permanent transfers under this clause.
- (b) Travel and transportation costs incurred by you and your dependants on transfer (unless arranged for your convenience) or promotion will be met by us.

- (c) You will be given as much notice as possible of the date of transfer and of the completion date of the transfer if appropriate.
- (d) Designated term transfer locations are Alice Springs and other locations designated by us from time to time.
- (e) Term transfers will be progressed with a minimum of three (3) months notice and transfer periods greater than two (2) years or extensions of term transfers requires your agreement.
- (f) The basic principle we will use in the application of these provisions is that you will be recompensed for expenses reasonably and actually incurred in fulfilling our requirements.
- (g) Whenever possible AFF vacancies will be filled by recruitment or on a volunteer basis. Where there are no volunteers, transfers will be in accordance with the National Transfer Policy.
- (h) On request and in the interest of individual personal requirements, staff may be able to transfer to a vacancy at an ARFF location of their choice on an Own Time/Own Expense (OTOE) basis.
- (i) Disputes regarding compulsory transfers may be dealt with under the Grievance procedures in this Agreement (clause 3.5).

4.10.3 *Transfer on recruitment or for your convenience*

- (a) Compulsory transfer entitlements specified in clause 4.10.7 do not apply if you were advised on commencement of employment that relocation was scheduled or periodic relocation was expected or where the transfer is as a result of a request under the OTOE transfer process.
- (b) On recruitment of a new employee, any transfer assistance will be at our discretion.
- (c) Where transfers not involving promotion are arranged for the convenience of you rather than to meet the business requirements of Airservices, any assistance will be determined by us.

4.10.4 *Temporary transfer entitlements*

If you are required by us to temporarily transfer, you and your dependants will be recompensed for reasonable expenses incurred as follows:

- (a) Fares and travel costs will be paid for travel to the duty location and at the conclusion of the transfer, return to your home location;
- (b) Reunion fares to your home location every three (3) months or where agreed, more frequently;
- (c) For the first twenty one (21) days, travelling allowance in accordance with clause 4.11.4 or reasonable accommodation, meals and incidental expenses charged to your corporate credit card will be paid;
- (d) After twenty one (21) days at one (1) location reasonable expenses above those of the home location will be met in accordance with Tables 1 and 2;
- (e) Where actual expenses cannot be ascertained, reasonable meal expenses can be up to 2/3 of the half-day rate of travelling allowance specified in clause 4.11.4 plus the weekly incidentals rate;
- (f) Factors for consideration of reasonable accommodation expenses include the period of the transfer, the standard available and whether you are receiving rent from your home location;
- (g) Storage costs will be paid for the duration of the transfer and, on return, for three (3) months or until permanent accommodation is obtained, whichever is earlier;
- (h) After ceasing full travelling allowance the district allowance as specified in this Agreement applies;
- (i) Education assistance as specified in this Agreement applies.
- (j) Assistance for children in other than years 11 and 12 may also be approved at our discretion;
- (k) Fares and assistance with travel costs for compassionate purposes, or if emergency medical and treatment are unavailable in the duty location;

- (l) Other costs to maintain a household at home base in excess of those normally incurred.

4.10.5 *Term transfer entitlements*

If you are required to term transfer, you and your dependants will be recompensed for reasonable expenses incurred as follows:

- (a) Fares and travel costs for travel to the term transfer location and at the conclusion of the transfer, return to your home location;
- (b) Removal of your household effects, including your vehicle and household pets, with other non-standard items moved at our discretion;
- (c) Storage costs will be paid for the duration of your transfer and, on return, for three (3) months or until permanent accommodation is obtained, whichever is earlier;
- (d) Generally, short term accommodation costs in line with temporary transfers will only be met for up to three (3) weeks;
- (e) The cost of a pre-transfer visit by you and your dependants will be met, where the visit would reduce the cost of temporary accommodation;
- (f) Reasonable accommodation and meal costs to take up the transfer will be reimbursed on production of receipts;
- (g) Further information on living costs are set out in Tables 3, 4 and 5;
- (h) You will be reimbursed a rental subsidy of up to \$544.00 for unfurnished and \$613.00 for furnished accommodation for the duration of the term transfer, provided that if you have dependants you will contribute the first \$93.00 per week, or \$66.00 per week if you are without dependants. Subject to circumstances at the home location, this contribution may be waived;
- (i) If a bond is required under a lease agreement, we will advance the bond to a maximum of four (4) weeks rent, which will be recovered from your salary over a one (1) year period (if the lease is terminated, any outstanding bond will be recovered immediately);
- (j) Disturbance allowance as specified in this Agreement may be paid;
- (k) Disconnection/connection of utilities and change over fees for vehicle registration and driver's licence will be reimbursed on production of receipts;
- (l) District allowance, remote locality leave fares or water subsidy as specified in this Agreement may be payable;
- (m) Education assistance as specified in this Agreement applies. Assistance for children in other than years 11 and 12 may also be approved at our discretion;
- (n) If you are on term transfer to Alice Springs or Cocos Island, fares reimbursement in respect of your dependant child attending primary or secondary school away from the term transfer location is also payable. The level of assistance is limited to two (2) return air fares in any one (1) year in addition to any leave fare entitlement payable;
- (o) Fares and assistance with travel costs for compassionate purposes, or if emergency medical and treatment are unavailable in the duty location;
- (p) If you are on term transfer to Cocos Island, electricity charges over and above those normally incurred at your pre-transfer locality will be reimbursed on production of receipts.

4.10.6 *Permanent transfer entitlements*

If you are required to permanently transfer, you and your dependants will be recompensed for reasonable expenses incurred as follows:

- (a) Fares and travel costs for travel to the permanent transfer location;
- (b) Removal and storage of your household effects, including your vehicle and household pets with other non-standard items moved at our discretion;

- (c) Assistance with extra costs to achieve a 'like to like' living situation (eg home owner to home owner) as soon as possible. The level of assistance provided for sale/purchase of a dwelling will be limited to a level which reflects the ordinary living needs of a family of similar size;
- (d) Generally, short term accommodation costs in line with temporary transfers will only be met for up to three (3) weeks;
- (e) The cost of a pre-transfer visit by you and your dependants will be met, where the visit would reduce the cost of temporary accommodation;
- (f) Reasonable accommodation and meal costs to take up the transfer will be reimbursed on production of receipts;
- (g) Further information on living costs are set out in Tables 3, 4 and 5;
- (h) Provided you owned or were buying a home at the home location, you will be reimbursed a rental subsidy of up to \$564 for unfurnished and \$635 for furnished accommodation for up to six (6) months inclusive of a short term settling in period, provided that if you have dependants you will contribute the first \$97 per week, or \$69 per week if you are without dependants. Subject to circumstances at the home location, this contribution may be waived;
- (i) If a bond is required under a lease agreement, we will advance the bond to a maximum of four (4) weeks rent, which will be recovered from your salary over a one (1) year period (if the lease is terminated, any outstanding bond will be recovered immediately);
- (j) Reasonable professional and legal costs associated with the sale and purchase of homes (including costs exceeding normal charges, if discharging a mortgage due to the transfer) will be reimbursed. The sale must be within two (2) years and the purchase within four (4) years of the permanent transfer date, based on the date of contract exchange;
- (k) Storage costs to a maximum of three (3) months (if not the home owner) and six (6) months (for a home owner) will be paid. Extensions will be considered in special cases;
- (l) Disturbance allowance as specified in this Agreement will be paid;
- (m) Disconnection/connection of utilities and change over fees for vehicle registration and driver's licence will be reimbursed on production of receipts;
- (n) District allowance, remote locality leave fares or water subsidy as specified in this Agreement may be payable;
- (o) Education assistance as specified in this Agreement applies. Assistance for children in other than years 11 and 12 may also be approved at our discretion.

4.10.7 *Compulsory transfer entitlements*

If you are required to compulsorily transfer, you and your dependants will be recompensed for reasonable expenses incurred in accordance with permanent transfer entitlements plus:

- (a) Adequate notice of relocation (generally twelve (12) months) and the opportunity to accept transfer during final six (6) months;
- (b) One three (3) day familiarisation visit for you and your dependants to the cost of standard economy airfares, with paid time generally limited to one (1) day (other than recreation leave);
- (c) Agent's fees for one (1) unsuccessful auction of the pre-transfer home; and
- (d) Costs due to sale and purchase of land.

Table 1

TEMPORARY TRANSFER ASSISTANCE AFTER 21 DAYS- EMPLOYEES WITHOUT DEPENDANTS			
Normal situation at home location	Situation at temporary station		
	<i>Boarding (including hotel/motel)</i>	<i>Accommodation with kitchen facilities</i>	
1. Owns or purchasing own home	Accommodation cost	Full rent# paid	<i>(This column only applies where officer boards at home location)</i>
2. Rents	Accommodation cost <i>minus</i> the lesser of any reduction at home location or the employee contribution*	Rent# paid <i>minus</i> the lesser of rent at home location or the employee contribution*	
3. Boards	Accommodation cost <i>minus</i> the lesser of any reduction in boarding costs at home location or the employee contribution*	Nil	Rent# paid <i>minus</i> the lesser of board at home location or the employee contribution*
<i>Additions**</i>			
<i>Meals Purchased Separately</i>			
4. Meals purchased separately	Allow up to \$21 per half day	N/A	N/A
5. Food purchased for preparation of meals	N/A	Nil	Nil
6. Incidentals	\$24 per week	\$24 per week	\$24 per week

You are entitled to be reimbursed a rental subsidy of up to \$564 for unfurnished and \$635 for furnished accommodation;

* Employee contribution of the first \$69 per week.

** The total amounts paid under 4, 5 and 6 should not exceed the amount prescribed in 4 unless there are special circumstances which justify additional claims.

Table 2

TEMPORARY TRANSFER ASSISTANCE AFTER 21 DAYS- EMPLOYEES WITH DEPENDANTS				
Normal situation at home location	At temporary station alone		At temporary station with dependants	
	<i>Boarding (including hotel/motel)</i>	<i>Accommodation with kitchen facilities</i>	<i>Boarding (including hotel/motel)</i>	<i>Accommodation with kitchen facilities</i>
1. Owns or purchasing own home	Accommodation cost	Rent# plus additional charge for electricity/gas	Accommodation paid	Rent# paid
2. Rents	Accommodation cost	Rent# plus additional charge for electricity/gas	Accommodation paid <i>minus</i> the lesser of rent at home location or employee contribution*	Rent# paid <i>minus</i> the lesser of rent at home location or employee contribution*
3. Boards	Full cost of board <i>less</i> any reduction in boarding costs at home location	Rent# paid plus elec/gas <i>less</i> any reduction in board at home location	Accommodation paid <i>less</i> board at home location	Rent# paid <i>less</i> reduction in board at home location
<i>Additions**</i>				
<i>Meals Purchased Separately</i>				
4. Meals purchased separately	Allow up to \$21 per half day	Allow reasonable costs up to max of \$222 per week	Allow up to \$21 per half day and half rate for child under 10 years	N/A
5. Food purchased for preparation of meals	N/A	Allow reasonable costs subject to max of \$222 per week	N/A	Nil
6. Incidentals	\$49 per week	\$49 per week	Nil	Nil

You are entitled to be reimbursed a rental subsidy of up to \$464 for unfurnished and \$635 for furnished accommodation;

* Employee contribution of the first \$97 per week.

** The total amounts paid under 4, 5 and 6 should not exceed the amount prescribed in 4 unless there are special circumstances which justify additional claims.

Table 3

ASSISTANCE ON TERM AND PERMANENT TRANSFER- EMPLOYEES WITHOUT DEPENDANTS				
Normal situation at pre transfer locality	Board and lodging (no cooking facilities) (hotel/motel)	Board and lodging (with limited cooking facilities) (hotel/motel)	Board and lodging (with full cooking facilities)	Rented accommodation
Owner	Accommodation paid (up to 3 weeks)	Accommodation paid (up to 3 weeks)	Accommodation paid (up to 3 weeks)	Rent <i>minus</i> employee contribution* (up to 6 months)@
Renter	Accommodation <i>minus</i> the lesser of rent reduction at pre transfer location or employee contribution* (up to 3 weeks)#	Accommodation paid <i>minus</i> the lesser of rent reduction at pre transfer location or employee contribution* (up to 3 weeks)#	Accommodation paid <i>minus</i> the lesser of rent at pre-transfer location or employee contribution* (up to 3 weeks)#	For Term Transferees, rent paid less employee contribution*
Boards	Accommodation paid <i>minus</i> the reduction in board at pre-transfer location (up to 3 weeks)#	Accommodation paid <i>minus</i> reduction in board at pre-transfer location (up to 3 weeks)#	Nil	For Term Transferees, rent paid less employee contribution*
<i>Additions**</i>				
(a) Meals purchased separately	Allow cost of meals to a max of \$191.00 per week <i>less</i> any meals included in tariff	Allow cost of standard meals at establishment to a max of \$191.00 per week <i>less</i> any meals included in tariff	N/A	N/A
(b) Food purchased for preparing meals	N/A	Allow reasonable costs subject to max of \$191.00 per week <i>less</i> meals purchased or included in tariff	N/A	N/A
Incidentals	Nil	Nil	Nil	Nil

Transferees are expected to locate suitable long term accommodation as early as possible.

@ Continues for the duration of term transfers for employees on term transfer regardless of their situation at home location.

* Employee contribution of the first \$69 per week.

** The total amounts paid under (a), and (b) should not exceed the amount prescribed in (a) unless there are special circumstances.

Table 4

ASSISTANCE ON TERM AND PERMANENT TRANSFER- EMPLOYEES WITH AND ACCOMPANIED BY DEPENDANTS				
Normal situation at pre transfer locality	Board and lodging (no cooking facilities) (hotel/motel)	Board and lodging (with limited cooking facilities) (hotel/motel)	Board and lodging with full cooking facilities	Rented accommodation
Owner	Accommodation paid (up to 3 weeks)#	Accommodation (up to 3 weeks)#	Accommodation paid (up to 3 weeks)#	Rent paid less employee contribution* (up to 6 months)@
Renter	Accommodation paid <i>minus</i> the lesser of rent reduction at pre transfer location or employee contribution* (up to 3 weeks)#	Accommodation paid <i>minus</i> the lesser of rent reduction at pre transfer location or employee contribution* (up to 3 weeks)#	Accommodation paid <i>minus</i> the lesser of rent at pre-transfer location or employee contribution* (up to 3 weeks)#	For Term Transferees, rent paid less employee contribution*
Boards	Accommodation paid less reduction in board at pre-transfer location (up to 3 weeks)#	Accommodation paid less reduction in board at pre transfer location (up to 3 weeks)#	Nil	For Term Transferees, rent paid less employee contribution*
<i>Additions**</i>				
(a) Meals purchased separately	Allow cost of meals to a max of \$222 per week per adult and \$111 per child under 10 years <i>less</i> any meals included in tariff	Allow cost of standard meals at establishment to a max of \$222 per week per adult and \$111 per child under 10 years <i>less</i> any meals included in tariff	N/A	N/A
(b) Food purchased for preparing meals	N/A	Allow reasonable costs subject to max of \$222per week <i>less</i> meals purchased or included in tariff	N/A	N/A
Incidentals	Nil	Nil	Nil	Nil

Transferees are expected to locate suitable long term accommodation as early as possible.

@ Continues for the duration of term transfer for employees on term transfer regardless of their situation at home location.

* Employee contribution of the first \$97 per week.

** The total amounts paid under (a) and (b) should not exceed the amount prescribed in (a) unless there are special circumstances.

Table 5

ASSISTANCE ON TERM AND PERMANENT TRANSFER- EMPLOYEES WITH BUT UNACCOMPANIED BY DEPENDANTS				
Normal situation at pre transfer locality	Board and lodging (no cooking facilities) (hotel/motel)	Board and lodging (with limited cooking facilities) (hotel/motel)	Board and lodging (with full cooking facilities)	Rented accommodation
Owner or renter (furnished or unfurnished)	Accommodation paid (up to 3 weeks)#	Accommodation paid (up to 3 weeks)#	Accommodation paid (up to 3 weeks)#	Rent paid (up to 3 weeks then treated as employee accompanied by dependents)@
Board	Accommodation paid <i>minus</i> rent reduction at pre-transfer location (up to 3 weeks)#	Accommodation costs <i>less</i> reduction in board at pre-transfer locality (up to 3 weeks)#	Accommodation costs <i>less</i> reduction in board at pre-transfer locality (up to 3 weeks)#	Rent paid less reduction in board at pre transfer locality (up to 3 weeks) then 'like to like' provisions apply@
<i>Additions**</i>				
(a) Meals purchased separately at place of residence	Allow cost of standard meals at establishment	Allow cost of standard meals at establishment to a max of \$222 per week <i>less</i> any meals included in tariff	N/A	N/A
(b) Meals purchased away from place of residence	Allow up to: Standard meal cost or where standard cost cannot be ascertained up to \$18 per half day	Allow up to: Standard meal cost or where standard cost cannot be ascertained up to \$18 per half day	N/A	N/A
(c) Food purchased for preparation of meals	N/A	Allow reasonable costs subject to max of \$222 per week <i>less</i> meals purchased or included in tariff	Allow reasonable costs subject to max of \$222 per week <i>less</i> meals purchased or included in tariff	Allow reasonable costs subject to max of \$222 per week <i>less</i> meals purchased or included in tariff
Incidentals	\$49 per week##	\$49 per week##	\$49 per week##	\$49 per week##
Other	N/A	N/A	Electricity/gas charges	Electricity/gas charges

Transferees are expected to locate suitable long term accommodation as early as possible.

@ Continues for the duration of term transfers for employees on term transfer regardless of their situation at home base.

If no laundry facilities reasonable expenses may be allowed.

** The total amounts paid under (a), (b) and (c) should not exceed the amount prescribed in (a) unless there are special circumstances.

4.11 REIMBURSEMENT OF EXPENSES

We will reimburse you for all reasonable out of pocket expenses approved by us in advance and incurred in the performance of your duties, on production of receipts.

4.11.1 *Telephone expenses*

Where you are required to provide out-of-hours advice, or are nominated as a contact point for out-of-hours advice, we will either reimburse you for the calls made on substantiation or issue you with an Airservices mobile phone.

4.11.2 *Loss or damage to clothing or personal effects*

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

4.11.3 *Eye tests and spectacles*

- (a) If you operate screen-based equipment and are required to attend a regular eyesight test, you are entitled to be reimbursed for the cost of such test.
- (b) Spectacles prescribed as a result of such tests will be reimbursed, to a maximum of \$112 for single focus spectacles and \$203 for multi focal spectacles, on production of receipts.

4.11.4 *Travel expenses*

- (a) If you are a frequent domestic traveller, you may be issued with a travel card to charge reasonable living costs while absent from your home location on official business. When issued with a travel card you will not be entitled to travelling allowance (TA), unless you are travelling to a location where the use of credit card facilities is not available.
- (b) If you are required to travel on official business and you do not have a travel card you are entitled to TA as prescribed in this clause 4.11.4.
- (c) Where the prescribed rate of TA does not cover reasonable living costs, we may pay an additional allowance for reasonable excess costs, where considered justified.
- (d) Where meals and accommodation are provided on official travel away from your home location you are only entitled to an incidentals allowance of \$10 per half day or part thereof.
- (e) If you travel away from your home location for more than ten (10) hours on official business and an overnight absence is not involved you will be paid TA at the rate of \$49.
- (f) Where meals are not provided when travelling away from your home location overnight you will be paid TA at the rate of \$49 for each twelve (12) hour period, of the absence or part thereof.
- (g) Except for air travel, the absence for the purpose of TA is calculated from the actual time of departure to the actual time of return to your home location.
- (h) In calculating the absence for the purpose of TA when travelling by air transport, one (1) hour is to be allowed for travel to the airport on departure from your home location and from the airport on return. This total of two (2) hours will apply in all cases.
- (i) An allowance for accommodation will be paid to you when absent from your home location on official business overnight in accordance with the following rates*:



Rates for Capital Cities	\$	Rates for Medium Cost Country Centres as listed below	\$
<i>Sydney</i>	183.00	<i>New South Wales</i>	106.00
<i>Melbourne</i>	162.00	<i>Maitland</i>	
<i>Brisbane</i>	198.00	<i>Wagga Wagga</i>	
<i>Canberra</i>	133.00	<i>Broken Hill</i>	
<i>Adelaide</i>	145.00	<i>Orange</i>	
<i>Darwin</i>	159.00	<i>Griffith</i>	
<i>Hobart</i>	117.00		
<i>Perth</i>	148.00	<i>Queensland</i>	
Rates for High Cost Country Centres as listed below	\$	<i>Cairns</i>	
<i>Broome</i>	173.00	<i>South Australia</i>	
<i>Christmas Island</i>	125.00	<i>Marla</i>	
<i>Cocos(Keeling)Island</i>	110.00	<i>Wilpena</i>	
<i>Dampier</i>	158.50	<i>Western Australia</i>	
<i>Exmouth</i>	173.50	<i>Northam</i>	
<i>Gold Coast</i>	135.00	<i>Derby</i>	
<i>Halls Creek</i>	132.00	<i>Carnavon</i>	
<i>Horn Island</i>	139.00		
<i>Jabiru</i>	190.00	<i>Tasmania</i>	
<i>Kalgoorlie</i>	116.50	<i>Devonport</i>	
<i>Karratha</i>	243.50	<i>Launceston</i>	
<i>Kununurra</i>	147.00	<i>Burnie</i>	
<i>Port Hedland</i>	247.00		
<i>Paraburdoo</i>	89.00	<i>Northern Territory</i>	
<i>Thursday Island</i>	180.00	<i>Katherine</i>	
<i>Tom Price</i>	89.00	<i>Alice Springs</i>	
<i>Newcastle</i>	116.50		
<i>Newman</i>	150.00		
<i>Norfolk Island</i>	108.00		
<i>Nhulunbuy</i>	89.00		
<i>Weipa</i>	138.00		
<i>Wollongong</i>	106.00		
<i>Yulara</i>	313.00		
		Rate for Other Country Centres	89.00

*The rates specified in the table above correspond to the accommodation rates specified by the Australian Taxation Office in Table 1 of *Taxation Determination 2008/18* (which relates to reasonable amounts for domestic travel expenses for the income year 2008-2009). If during the operation of this Agreement, the accommodation rates specified in Table 1 are altered by any further Determination made by the Australian Taxation Office, the rates that are payable according to the above table shall be adjusted accordingly as from 1 January of the year following the making of that further Determination.

4.11.5 *Overseas travel- short term*

- (a) If you are required to travel overseas on short term official business, reasonable expenses including accommodation, meals and incidentals will be met through corporate credit card and cash advance facilities.
- (b) Before departure, when overseas or on your return, the following medical related costs will be met:
 - i. Inoculations necessary for the country visiting;
 - ii. In the event of illness overseas, your salary will be met without deduction from personal leave credits;
 - iii. Medical or hospital treatment costs; and
 - iv. Emergency dental expenses exceeding Australian costs.
- (c) Where total travelling time equals or exceeds twelve (12) hours by the most direct route, you will be entitled to a rest period consistent with obtaining one (1) night's sleep without deduction from leave credits. An additional rest period will be provided when travelling to the following:
 - i. Europe, UK, Ireland;
 - ii. If travelling eastward, Canada or USA (excluding Hawaii);
 - iii. If travelling westward, locations in Canada or USA east of British Columbia, Washington State, Oregon or California, South America, Mexico, and West Indies;
 - iv. Africa; and
 - v. The Middle East (from Iran westward)

4.11.6 *Overseas travel- long term*

- (a) If you are on a long-term overseas posting we will reimburse reasonable expenses incurred.
- (b) You are entitled to assistance applying to short term travel in respect of yourself and any of your dependants travelling with you while travelling to take up a posting.
- (c) Reimbursement of reasonable expenses incurred by you will be individually negotiated to take account of issues such as taxation in the posting country and will be met through corporate credit card and cash advance. Reasonable expenses may include:
 - i. Accommodation and utilities;
 - ii. Furniture removal and storage;
 - iii. Excess baggage;
 - iv. Reunion/compassionate leave fares;
 - v. Child reunion supplement; and
 - vi. Child education assistance.
- (d) The following costs will also be met for you and any of your dependants travelling with you:
 - i. Inoculations necessary for the country of posting;
 - ii. Medical and dental examinations before and after posting;
 - iii. Medical and dental expenses above the cost of treatment in Australia; and
 - iv. 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.

4.11.7 *Special clothing requirement*

If you are required temporarily to visit a locality with a greatly different climate from your home location, we will reimburse you up to \$150.00 annually for the purchase of suitable clothing on production of receipts.

4.11.8 *Motor vehicle*

- (a) When authorised to use your private motor vehicle for official purposes and you are required to pay an additional fee for the registration and/or insurance premium, the excess fee(s) will be reimbursed on production of receipts.
- (b) You are entitled to an allowance at the rate specified in the following table if required to use your private motor vehicle for official business.

Engine capacity of motor vehicle not being a motor vehicle powered by a rotary engine	Engine capacity of motor vehicle powered by a rotary engine	Rate of allowance per kilometre
<i>more than 2600cc</i>	more than 1300cc	73 cents
<i>more than 1600cc but not more than 2600cc</i>	more than 800cc but not more than 1300cc	67 cents
<i>1600cc or less</i>	800cc or less	59 cents

- (c) If you normally use public transport to travel to work and such transport is affected by industrial action, and in using your private motor vehicle you transport fellow employee(s) whose normal transport is also affected by industrial action, you will be paid an additional allowance of 0.86 cents per kilometer for the distance over which any passengers are carried. There will be no deduction made for normal expenditure on fares.
- (d) When you are required to use your private motor vehicle for official business, and you are required to transport goods or materials of more than 100kg, and/or carry a passenger, an additional allowance of 0.86 cents per kilometre is payable.
- (e) Where a motor vehicle allowance is payable, you will also be reimbursed for the cost of tolls and reasonable parking costs necessarily incurred on production of receipts.

4.11.9 Education reimbursement

- (a) Education reimbursement allowance is payable to you where you are transferred by us to a duty location and your dependant child either remains at school at the home location, or commences school at the duty location before you and your family's arrival (i.e. to commence the school term or year). Your child must be completing the final two (2) years of secondary education (i.e. years 11 and/or 12) for you to be eligible for assistance.
- (b) The allowance covers reimbursement of tuition fees, board and lodging costs which are additional to costs that would be incurred by you in respect of your dependant child if you had not transferred. The maximum level of assistance is \$9,226 for tuition fees, and \$7,691 for board and lodging, and all claims for education assistance will be assessed by us and determined on grounds of reasonableness.
- (c) If you are on a term transfer (refer Clause 4.10.5) you are entitled to air fares reimbursement in respect of a dependant child attending school away from the term transfer location is payable in the absence of any State or Territory scheme. The entitlement consists of two (2) return air fares in any one (1) year, in addition to any leave fare entitlement.

4.12 ALLOWANCES

4.12.1 Higher duties

- (a) You are eligible for the payment of higher duties allowance when you temporarily perform duties at a higher classification for a cumulative period greater than forty (40) hours.
- (b) When performing higher duties, you will be paid at the substantive salary of the higher classification.

- (c) When you temporarily perform the duties of a classification for which the conditions of service differ from the conditions of service of your usual classification, you will be subject to the conditions of the classification pertaining to the higher duties.
- (d) Where you are not required to perform the full duties of the higher classification, we may agree to an appropriate part performance allowance.
- (e) If you are granted leave with pay while receiving higher duties allowance, you will continue to receive the allowance as if you would have continued to perform the duties, provided that where the leave is half pay leave, the payment of the allowance will be made on a pro rata basis.

4.12.2 Category Allowance

- (a) If you work at an ARFF location that receives category 10 aircraft and your classification is at least Leading Fire Fighter you are entitled to a category allowance paid fortnightly as a percentage of your base salary in accordance with the table below.
- (b) The allowance applicable will increase annually by 1% over the life of this Agreement to a maximum of 4% of base salary.
- (c) If you temporarily transfer to a location attracting Category Allowance for periods greater than four (4) shifts you will be paid a pro rata allowance for the entire period you are temporarily transferred to that location. If you are required to temporarily transfer away from a location that attracts category allowance you will continue to receive the allowance for a maximum period of 12 months.
- (d) Category allowance will cease to be payable if you transfer to a location that does not attract the allowance.

Date	Category Allowance
On approval	1%
12 months from approval	2%
2 Years from approval	3%
3 Years from approval	4%

4.12.3 Responsibility Allowance

- (a) If you are required to undertake additional portfolio responsibilities ancillary to your role you are eligible for the payment of a responsibility allowance.
- (b) The range of portfolios where the payment of responsibility allowance is applicable will be determined by us, in consultation with the Union, and may vary from time to time dependant on operational and business needs.
- (c) The purpose of the responsibility 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.
- (d) The selection of portfolio holders will be progressed through a merit based selection process where the requirement for additional training/qualifications must be taken into consideration.
- (e) Responsibility allowance will be paid at the rate of \$20.00 per fortnight per portfolio.

4.12.4 *Additional hours meal*

- (a) For the purposes of this clause a meal period means:
- i. 7.00am to 9.00am;
 - ii. 12 noon to 2.00pm;
 - iii. 6.00pm to 7.00pm;
 - iv. Midnight to 1.00am.
- (b) A meal allowance of \$20 is payable if you are required:
- i. to work additional hours continuous with your rostered shift which extend to the completion of a meal period; or
 - ii. to work emergency duty and are unable to prepare a meal due to urgent operational requirements.
- (c) No more than one meal allowance payment per shift shall be payable except in the case of shift extensions, in which case the Fire Station Manager may approve additional meal allowance payments at the same rate.

4.12.5 *Entrepreneurial allowance*

When you are required to perform “entrepreneurial training” you will receive the Fire Commander’s additional hours rate.

4.12.6 *Disturbance*

- (a) When you are required by us to transfer, and the transfer includes the removal of your household property, a disturbance allowance is payable to you, at the rates below:
- | | |
|---|--------|
| i. Employee accompanied by dependants | \$1023 |
| ii. plus for each dependant child who moves with the employee | \$197 |
| iii. Employee without dependants | \$488 |

4.12.7 *Water subsidy*

If you are located at either Darwin or Alice Springs and are in receipt of a rental subsidy you will 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 500 kilolitres.

4.13 REMOTE LOCALITY ALLOWANCES

4.13.1 If you live and work in Broome, or another location regarded by us as a remote locality, you will be paid a remote locality allowance of \$12,000 per annum.

4.13.2 Allowance of the type that are referred to in the provisions of this agreement dealing with term and permanent transfer may be granted by us on application by the employee who lives and works at a remote locality.

Pre 1 July 2011 -Applicable to staff members who live and work at remote localities.

4.13.3 *District Allowance*

- (a) If you live and work at a remote locality you are eligible for payment of the district allowance in accordance with the table below.
- (b) The rate of payment varies, depending upon whether you have dependants. For you to be eligible for the Column 2 district allowance, your dependant must not be in receipt of an income of more than \$28,367 per annum.
- (c) Where you and your domestic partner are both employed full-time by Airservices at a district location, each will receive his/her individual district allowance at the 'without dependant' rate. Other eligible dependants will be accounted for only once.
- (d) If you are a permanent part-time employee you will receive a pro-rata rate.

	<i>Column 1</i>	<i>Column 2</i>
Location	District Allowance Rate- Employees with eligible dependents	District Allowance Rate- Employee without eligible dependents
	\$	\$
<i>Alice Springs</i>	\$3,813	\$2,075
<i>Darwin</i>	\$3,681	\$2,003
<i>Cairns</i>	\$1,574	\$795
<i>Townsville</i>	\$1354	\$684

4.13.4 Remote locality leave fares

- (a) You and your dependants, who are located either permanently or on term transfer to a remote locality, are eligible for reimbursement of annual leave fares to the nearest capital city in accordance with Column 1 of the table below and the child/student rate will be the amount set by the airline. For you to be eligible in respect of your dependants who have transferred, when on permanent transfer, your dependants must not receive an income of more than \$28,367 per annum.
- (b) You may elect to have your entitlement, including your entitlement in respect of your dependant/s, commuted to a fortnightly payment in accordance with Column 2 of the table below.
- (c) If you elect to have the actual fares reimbursed you will receive actual costs up to the standard economy class airfare at the time of travel. When you seek reimbursement of costs associated with another form of transport reimbursement the amount will not exceed the notional airfare set in Column 1 of the table below.
- (d) Leave fares accrue on arrival at the locality and accrue to a maximum of two (2) at any one time and may be taken independently by you or your eligible dependants.
- (e) If you are an eligible permanent part-time employee you will receive a pro-rata rate.

	<i>Column 1</i>	<i>Column 2</i>
Location	Leave fare (net) applicable for eligible adult	Leave fare (cash grossed up to top marginal income tax rate)
	\$	\$
<i>Alice Springs</i>	1095	2126
<i>Cairns*</i>	584	1134
<i>Townsville*</i>	451	843
<i>Darwin</i>	1522	2845

**payable once every two years*

Post 1 July 2011

4.13.5 *Maintenance of remote locality allowances*

- (a) District Allowance and Remote locality leave fares will be continued if you are a permanent employee who lives and works in Cairns, Townsville or Darwin and are entitled to these remote locality allowances as at 1 July 2011 in accordance with the tables above..
- (b) These transitional arrangements will cease to be available when you leave the location where the maintenance arrangements applied.
- (c) New employees or existing employees who transfer to Cairns, Townsville or Darwin after 1 July 2011 will not be entitled to remote locality allowances in accordance with this clause.
- (d) District Allowance will continue to be paid to all employees who live and work in Darwin.

District Allowance

	<i>Column 1</i>	<i>Column 2</i>
Location	District Allowance Rate- Employees with eligible dependents \$	District Allowance Rate- Employee without eligible dependents \$
<i>Alice Springs</i>	3,813	2,075
<i>Darwin</i>	3,681	2,003

Remote locality leave fares

	<i>Column 1</i>	<i>Column 2</i>
Location	Leave fare (net) applicable for eligible adult \$	Leave fare (cash grossed up to top marginal income tax rate) \$
<i>Alice Springs</i>	1095	2126

Note: Additional remote locality recreation leave entitlements are defined in Part 6 of this agreement.

4.14 STUDY ASSISTANCE

4.14.1 *Definitions*

"*Study activities*", means lectures, tutorials, practical work, field work, residential seminars or courses, compulsory work placements, consultation with thesis supervisors, and research or preparation for assignments or examinations.

4.14.2 You may apply for study assistance on the basis of:

- i. the proposed course of study will improve your ability to perform your current duties; and/ or
- ii. the proposed course of study will support you in your career development, where it directly relates to corporate business objectives.

- 4.14.3 Your application for study assistance must demonstrate the benefits to Airservices as well as to you. All applications for study assistance will be subject to Airservices' approval.
- 4.14.4 If you undertake a course of study approved by Airservices in advance you may be entitled to study leave of up to 5 hours per week on average to undertake study activities, and up to 3 hours travelling time, subject to operational requirements.
- 4.14.5 If you undertake a course of study approved by Airservices in advance you will be entitled to study leave to attend compulsory examinations.
- 4.14.6 If you undertake a course of study approved by Airservices in advance the following financial assistance may be provided on substantiation of such expenses and of your successful completion of the study units:
- (a) Any Higher Education Contribution Scheme (HECS) or Higher Education Loan Program fee;
 - (b) Compulsory tuition fee; and/or
 - (c) Examination fee.
- 4.14.7 Subject to our approval, leave without pay for up to three consecutive years may be available for full time study. Such leave would count as services for Long Service Leave and personal leave, subject to resuming duty after leave.
- 4.14.8 The approval of study assistance applications is conditional upon employees agreeing to enter into a study bond agreement. Any such agreement shall be enforceable according to the general law.
- 4.14.9 Any dispute about a study bond agreement may be dealt with under the disputes avoidance and settlement procedures.

4.15 TRAINING BOND AGREEMENT

- 4.15.1 Airservices and an employee will 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.
- 4.15.2 Any dispute about a training bond agreement may be dealt with under the disputes avoidance and settlement procedures (refer clause 3.4).

PART 5: REMUNERATION

5.1 CLASSIFICATION AND SALARY ARRANGEMENTS

- 5.1.1 The Aviation Fire Fighting classification structure and base salary points can be found at Attachment 1 to this Agreement.
- 5.1.2 Your classification within the structure is dependent on achieving the required qualifications and competencies for that level.

Note: Staff that remained at the Senior Aviation Fire Fighter (SAFF) classification as a result of prior agreements will be categorised at SSO level for the purposes of remuneration only.

5.2 PROGRESSION

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

<i>Classification</i>	<i>Qualification</i>	<i>Progression Requirement</i>
<i>Recruit</i>	<i>Certificate II in Training</i>	<i>Duration of Recruit Course</i>
<i>Trainee Fire Fighter Level 1 (TFL 1)</i>	<i>Certificate II in Public Safety (Fire Fighting and Emergency Operations) Commenced Location Specific Competencies (LSC). Certificate III in Training</i>	<i>Successful Completion of Recruit Course</i>
<i>Trainee Fire Fighter Level 2 (TFL 2)</i>	<i>Certificate III in Training Successful completion of LSC including Certificate III modules appropriate to the LSC requirements.</i>	<u>Minimum 12 Months at TFL 1 Level</u>
<i>Leading Fire Fighter (LFF)</i>	<u>Certificate III in Public Safety (Fire Fighting and Emergency Operations)</u>	<u>Minimum 12 Months at TFL 2 Level</u>
<i>Sub Station Officer (SSO)</i>	<u>Certificate IV in Public Safety (Fire Fighting Supervision)</u>	<u>Minimum three (3) years at LFF Level</u>
<i>Station Officer (SO)</i>	<u>Diploma in Public Safety (Fire Fighting Management)</u>	<i>Appointment on the basis of position availability and merit based selection process.</i>
<i>Fire Commander (FC)</i>	<u>Diploma in Public Safety (Fire Fighting Management)</u> *See Note 1	<i>Appointment on the basis of position availability and merit based selection process.</i>

**Note 1: For permanent appointments to the Fire Commander classification an additional Ad Dip Module PUAOPE006A – Control Multi Agency Emergency Situations is also required.*

- 5.2.2 Progression beyond the Leading Fire Fighter classification (Certificate III in Public Safety) is subject to a merit based selection process to determine suitability. This may include a written application, interview and performance review.
- 5.2.3 On recruitment you 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) you will progress to the *Trainee Fire Fighter Level 1 (TFL1)* classification.
- 5.2.4 As a TFL1 you 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. You will continue studies toward the *Certificate III in Public Safety (Fire Fighting and Emergency Operations)*. Upon a minimum of 12 months of service at TFL1 level and the successful completion of **all** location specific competency units (and relevant PSTP Units), you will progress to the *Trainee Fire Fighter Level 2 (TFL2)* classification.
- 5.2.5 As a TFL2 you will continue studies toward the *Certificate III in Public Safety (Fire Fighting and Emergency Operations)*. Upon a minimum of 12 months of service at TFL2 level and successful completion of **all** Certificate III units you will progress to the *Leading Fire Fighter (LFF)* classification.
- 5.2.6 Subject to your suitability, as a LFF you will be encouraged to continue studies toward the *Certificate IV in Public Safety (Fire Fighting and Emergency Operations)*. Applications to commence Certificate IV studies can be submitted after a minimum of 12 months service at LFF level. Upon a minimum of three (three) years of service at LFF level and successful completion of **all** Certificate IV competency units you will progress to the *Sub Station Officer (SSO)* classification.
- 5.2.7 Subject to your suitability, as a SSO you will be encouraged to continue studies toward a *Diploma in Public Safety (Fire Fighting Management)*. On successful completion of **all** competency units you will be qualified for promotion to the classification of *Station Officer (SO)*, subject to position availability. Appointments will be on the basis of merit in accordance with Clause 5.7 of the Agreement. As a SSO you will also receive ongoing coaching and development to facilitate your progression towards being deemed suitable to perform 2IC functions as part of an operational crew.
- 5.2.8 Subject to your suitability, as a SO you will be encouraged to continue studies toward an *Advanced Diploma in Public Safety (Fire Fighting Management)*. On successful completion of the required competency units you will be qualified for promotion to the classification of *Fire Commander (FC)*, subject to position availability. Appointments will be on the basis of merit in accordance with Clause 5.7 of the Agreement.
- 5.2.9 Subject to your suitability, as a FC you will be encouraged to continue studies toward an *Advanced Diploma in Public Safety (Fire Fighting Management)*. On successful completion of **all** competency units you will be qualified for promotion to the classification of *Senior Fire Commander (SFC)*, subject to position availability. Appointments will be on the basis of merit in accordance with Clause 5.7 of the Agreement.
- 5.2.10 Failure to achieve the required public safety training qualifications and competencies will result in the deferral or curtailment of progression until met.

5.2.11 A reduction in classification may only occur after a performance and disciplinary process has been undertaken in accordance with clause 7.1 of this Agreement.

5.3 TRAINING BONUS

5.3.1 A one-off training bonus of \$3,000 will be paid to individuals upon the successful completion of the Diploma in Public Safety (Fire Fighting Management).

5.3.2 A one-off training bonus of \$3,000 will be paid to individuals upon the successful completion of the Advanced Diploma in Public Safety (Fire Fighting Management).

5.4 WORK LEVEL DESCRIPTORS

5.4.1 *Aviation Fire Fighters* and Fire Officers at all levels 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 you are assigned to.

5.4.2 As a Trainee Fire Fighter Level 1 you will complete all location specific competencies (including any related Certificate III module requirements) appropriate to the fire station to which you are assigned. You will form part of a team and as a team member use your skills to assist in improving the overall effectiveness of the team and Fire Station you are assigned to.

5.4.3 As a Trainee Fire Fighter Level 2 you will have completed all location specific competencies appropriate to the fire station to which you are assigned and will continue Certificate III studies through to completion. You will form part of a team and as a team member use your skills to assist in improving the overall effectiveness of the team and Fire Station you are assigned to.

5.4.4 As a *Leading Fire Fighter* you 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. You will form part of a team and as a team member use your skills to assist in improving the overall effectiveness of the team and Fire Station you are assigned to.

5.4.5 As a *Sub Station Officer* you 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. You will form part of a team and as a team member use your skills to assist in improving the overall effectiveness of the team and Fire Station you are assigned to.

5.4.6 As a *Station Officer* you 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. You will carry out the functions associated with the competencies you hold and have been trained for, including those of Fire Commander if requested. You will use your skills to develop all team members and improve the overall effectiveness of the team and Fire Station you are assigned to.

5.4.7 As a *Fire Commander* you 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 you may be responsible as the Fire Station Manager for the operation of that Fire Station. At other than Category 5 Fire Stations you will provide managerial, administrative and operational support to the Senior Fire Commander.

5.5 SECONDMENTS

- 5.5.1 Employees covered by this Agreement, with their consent, may be seconded into roles in other Airservices business groups, for example, into instructor roles in the Learning Academy. During such secondments the employee's employment will continue to be subject to this Agreement and they will retain their substantive classification and right of return to their home location.
- 5.5.2 Any particular terms of employment that are specific to the seconded position, will be contained in an Individual Flexibility Agreement made under this Agreement.
- 5.5.3 The minimum salary for an ARFF employee seconded to the Learning Academy as an ARFF instructor will be the Fire Commander salary plus 18%.

5.6 INDIVIDUAL CONTRACTS OF EMPLOYMENT

- 5.6.1 Individual contracts of employment will not be offered to occupants of operational positions classified at or below the Fire Commander (FC) classification.

5.7 RECRUITMENT, TRANSFERS AND SELECTION

- 5.7.1 We will ensure that all selections for recruitment and promotion are determined with regard to 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 no greater than 12 months from when the vacancy arises.
- 5.7.2 Selection criteria and decisions will be based on the requirements of the position with no discrimination on the grounds of political affiliation; race, colour or ethnic origin; religion; sex; sexual preference; marital status; pregnancy; physical or mental disability; union membership or activities; family responsibilities; permanent part-time status; or any other prohibited reason.
- 5.7.3 You 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 (refer Clause 4.10).

5.8 SALARY INCREASES

- 5.8.1 The following base salary increases will apply to all classifications under this Agreement and Schedules from the first pay period commencing on or after the dates shown:

Date	Percentage Increase
Date Agreement commences to operate (Commencement Date)	2.15%
6 months from Commencement Date	2.15%
1 Year from Commencement Date	2.15%
18 months from Commencement Date	2.15%

2 years from Commencement Date	2.15%
30 months from Commencement Date	2.15%
3 years from Commencement Date	2.15%
42 months from Commencement Date	2.15%

- 5.8.2 In addition to the base salary increases specified in clause 5.8.1, the following base salary increases will apply to the Station Officer (SO) and Fire Commander (FC) classifications from the first pay period commencing on or after the dates shown:

Date	Percentage Increase
Date of Commencement Date	1%
1 year from Commencement Date	1%
2 years from Commencement Date	1%
3 years from Commencement Date	1%

5.9 SIGN-ON BONUS

- 5.9.1 In the next pay following the Commencement Date a once-off sign on bonus of \$1500 will be paid to all Aviation Rescue Fire Fighters bound by this Agreement under clause 1.5 who are employed on the Commencement Date.

5.10 WORK PERFORMANCE

- 5.10.1 We will formally review your performance annually and we will consult with you and seek your active participation in this process.
- 5.10.2 These reviews are an opportunity for you and us to assess your performance, skills and abilities or to raise any other matters about your work. Discussions will include areas of success and career development opportunities and, if necessary, aspects of your performance which require improvement or are unsatisfactory.

5.11 CAREER DEVELOPMENT

- 5.11.1 Airservices is committed to growing and developing its own people and securing the capability required to meet future business requirements.
- 5.11.2 Your manager one removed (MoR) will formally provide you with guidance and feedback annually on your capability for future roles within the organisation through a career development system.
- 5.11.3 These meetings are an opportunity for you and your MoR to discuss your goals and aspirations for your career in the context of your strengths/weaknesses and the anticipated future requirements of the organisation.
- 5.11.4 As an output from this meeting you and your manager may agree to specific development opportunities to prepare you for future roles.

5.12 PAYMENT ARRANGEMENTS

5.12.1 Your salary will be paid each fortnight into an account/s nominated by you.

5.13 OVERPAYMENT

5.13.1 You agree that any overpayment of an entitlement to you under this Agreement is repayable by you to us as soon as practicable, subject to reasonable arrangements being agreed between you and us.

5.13.2 You authorise and direct us to withhold from final monies owing, the amount of any overpayment made by us if not repaid prior to termination.

5.14 SALARY SACRIFICE

5.14.1 You may with our agreement convert part of your base salary to a non-cash benefit, or all of your base salary for superannuation purposes only.

5.14.2 You agree that any fringe benefits tax and administration costs incurred as a result of providing the benefit shall be included in the benefit cost and authorise us to deduct these amounts when calculating your revised base salary. In terms of administration, any proposal to incorporate costs would be subject to consultation with the Union and would only be implemented on agreement.

5.15 SUPERANNUATION

5.15.1 Subject to clause 5.15.4, if you are a member of AvSuper's Defined Benefit Division, the Commonwealth Superannuation Scheme (CSS), or the Public Sector Superannuation Scheme (PSS), your superannuation arrangements will continue in accordance with the relevant Trust Deed or legislation.

5.15.2 Unless you have selected another eligible choice fund, and that fund becomes your chosen fund in accordance with clause 5.15.4, the fund into which we will make employer contributions at the level prescribed in clause 5.15.3 will be:

- (a) The Accumulation Division of AvSuper if you were already an employee who is a member of that fund at the time this Agreement began to operate.
- (b) The Accumulation Division of AvSuper if you become an employee after this Agreement begins to operate.

5.15.3 The level of employer contributions that we will make to the fund referred to in clause 5.15.2 or the eligible choice fund you have chosen in accordance with clause 5.15.4 will be the higher of:

- (a) 12.5% of your base salary (refer to Attachment 1), plus the following allowances (as appropriate):
 - i. Higher duties allowance;
 - ii. Category allowance; and
 - iii. Responsibility allowance.
- (b) the applicable minimum superannuation contribution under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

5.15.4 Despite anything to the contrary in this clause 5.15, unless you are a member of the CSS, you may select another eligible choice fund to be a chosen fund for you in accordance with the Choice of Fund Rules. However, an eligible choice fund selected by you will only become your chosen fund (and, as a result, we will only be required to contribute to it for you) if:

- i. it is an eligible choice fund at the time you select it;
- ii. we can make contributions to it on your behalf at the time you select it without the need for us to do anything more (for example, without having to apply to participate in the fund); and
- iii. it becomes your chosen fund within the meaning of the Choice of Fund Rules.

5.15.5 It is acknowledged that during the operation of this Agreement Airservices may:

- (a) investigate the establishment of an alternative fund into which the required employer contributions are to be paid in respect of employees who are members of AvSuper, and who have not chosen to have their required employer contributions paid into that fund in accordance with clause 5.15.4; and
- (b) propose a variation to this Agreement to give effect to such a proposal.

5.15.6 In respect of any such proposal set out in clause 5.15.5, Airservices will consult with the relevant employees and their representatives in accordance with the consultation provisions of this Agreement.

5.15.7 In this clause:

- (a) **Choice of Fund Rules** means Part 3A of the Superannuation Guarantee (Administration) Act 1992 (Cth);
- (b) **chosen fund** has the meaning given to it in the Choice of Fund Rules;
- (c) **eligible choice fund** has the meaning given to it in the Choice of Fund Rules.

5.16 EARLY RETIREMENT BENEFIT

5.16.1 If you have elected to remain with the old Commonwealth Superannuation Scheme and attain the age of fifty five (55) whilst employed by the ARFF you are entitled to access early retirement benefits.

5.16.2 *Definitions*

- (a) “*Age*”, means as determined in accordance with the provisions of Section 6 of the Superannuation Act 1976.
- (b) “*Final salary*”, means as defined under the Superannuation Act 1976.
- (c) “*Benefit*”, means the total amount payable under the provisions of this Clause.

5.16.3 The benefit payable to eligible employees on attaining age fifty five (55), who elect to retire, is an amount equal to 0.031 times final salary for each year of service.

- 5.16.4 Only continuous service with the ARFF (or its predecessors) will count in determining the benefit.
- 5.16.5 Any service of less than one (1) year shall also count proportionate to the number of completed months of service in that year.
- 5.16.6 The maximum benefit payable is thirty (30) times 0.031 times final salary, which equals 0.93 times final salary.
- 5.16.7 The benefit payable at age fifty five (55) is reduced by 20% for each year you continue service past the age of fifty five (55).

PART 6: LEAVE ENTITLEMENTS

6.1 PRINCIPLES

- 6.1.1 For the purposes of this Part 6, a leave day represents the hours you would have normally worked, if leave was not taken.
- 6.1.2 Unless otherwise provided for, all paid leave will be paid at your base salary rate.
- 6.1.3 Sufficient relief employees will be provided to meet all recreation leave, accrued leave and training programs as required.

6.2 CONTINUOUS SERVICE

6.2.1 The following leave counts as service for all purposes under this Agreement:

- (a) Recreation leave;
- (b) Accrued leave;
- (c) Personal leave;
- (d) Jury service leave;
- (e) Emergency service leave;
- (f) Defence service leave;
- (g) Bereavement leave;
- (h) Purchased additional leave;
- (i) Maternity leave required absence of twelve (14) weeks (whether paid or unpaid);
- (j) Paternity leave (paid);
- (k) Adoption leave (paid);
- (l) Long service leave;
- (m) Special circumstances leave; and
- (n) Study leave (paid and unpaid).

6.3 RECREATION LEAVE

Seven Day" day/afternoon/night shift workers

- 6.3.1 If you are a "Seven Day" day/afternoon/night shift worker you are entitled to five (5) weeks (190 hours) paid recreation leave for each year of service.
- 6.3.2 The rate at which leave accrues is 15.808 hours per month.
- 6.3.3 Retention of this entitlement will be subject to the following:
 - (a) If you are assigned to work on a temporary basis, requiring occasional absence from the operational roster, you will continue to qualify.
 - (b) If you are assigned to specific work requiring removal from the operational roster for a finite period of up to six (6) months, you will continue to qualify.
 - (c) If you are seconded to perform specific work requiring removal from the operational roster for an extended period beyond six (6) months requiring full time involvement and you are not rostered to work shifts over 24 hours a day for 7 days a week, you will no longer qualify.

Non-"Seven day" shift worker

- 6.3.4 If you do not qualify as a "Seven Day" day/afternoon/night shift worker you are entitled to four (4) weeks (152 hours) paid recreation leave for each year of service. The rate at which recreation leave accrues is 12.66 hours per month.
- 6.3.5 Considering issues of personal well-being and occupational health and safety you should take all, or most, of your available recreation leave annually, unless otherwise agreed between you and your manager.
- 6.3.6 Recreation leave will be taken at agreed times or at such other times as directed by Airservices in accordance with the Act. Airservices may direct you to take recreation leave in the following circumstances:
- (a) during any shutdown of any part of the business (such as, for example, the Christmas/New Year period); or
 - (b) where you have accrued in excess of eight (8) weeks (304 hours) recreation leave or in the case of a Seven day shift worker where you have accrued ten (10) weeks (380 hours) recreation leave in any two year period.
- 6.3.7 Leave not taken will carry over from year to year. Leave credits and debits will be maintained in hours and minutes.
- 6.3.8 In the case of recreation leave accrued but not taken, Airservices will pay out such leave on termination of employment.
- 6.3.9 If you are a permanent part-time employee you will receive a pro rata of the entitlement to recreation leave paid on your usual part-time basis.
- 6.3.10 In each twelve (12) month period, you may elect in writing to take a payment in lieu of up to ten (10) days of your accrued annual leave entitlement (or a pro-rata amount for part-time employees). If we agree to allow you to take a payment in lieu of recreation leave in accordance with this clause, you will be paid at your base salary rate and your accrued recreation leave balance will be reduced accordingly.

6.4 ACCRUED LEAVE

- 6.4.1 If you are assigned to a twenty four (24) hour Fire Station and you work a 10/14 roster based on a forty two (42) hour week work cycle you may be entitled to accrued leave.
- 6.4.2 Accrued leave is any additional hours worked over and above thirty eight (38) per week which can be taken as:
- (a) two block leave (as per Clause 6.4.3); or
 - (b) an additional hours payment; or
 - (c) time off in lieu.
- 6.4.3 You will accrue hours at a rate of eight (8) hours per fortnight. When you take accrued leave it will be deducted as per your roster. These excess hours will be taken concurrently with recreation leave entitlements. Employees will therefore be rostered (for recreation leave/accrued leave) for two x five week periods each year.

- 6.4.4 If you are on long service leave, leave without pay, alternative duties (e.g. working a thirty eight (38) hour week) or on any medically certificated leave for a period greater than the 28 calendar days referred to in clause 6.5.15, you will not accrue additional hours for the purposes of accrued leave.
- 6.4.5 Accrued leave blocks can be swapped on a one off mutual basis; however, only accrued time in bank may be taken.
- 6.4.6 Accrued leave credit blocks must be taken within the calendar year accrued where possible and leave block allocation must rotate forward one block per year.
- 6.4.7 It is the Fire Station Manager's responsibility to keep a current and accurate record of all accrued leave entitlements.
- 6.4.8 Prior to transfer and in conjunction with your Fire Station Manager you will make all endeavours to exhaust your accrued leave credits. If not exhausted, accrued leave credits will be required to be programmed in to the receiving Fire Station's leave program in accordance with operational requirements.

6.5 PERSONAL LEAVE

- 6.5.1 Airservices is committed to the creation of a positive attendance culture and the minimisation of unscheduled absences.
- 6.5.2 Airservices recognises that Aviation Fire Fighters 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 your attendance at work. Your manager will support you when such circumstances arise and assist you to overcome difficulties which adversely affect your health and attendance at work.
- 6.5.3 As an Aviation Fire Fighter you shall have an entitlement to 180 hours paid personal/carers' leave per year.
- 6.5.4 Employees who commence their employment during the operation of this Agreement will be given an accrual of 180 hours on commencement in respect of their first year of service.
- 6.5.5 A personal leave balance will be calculated by Airservices in respect of each employee who is employed on the date this Agreement commences to operate. Each employee in this category will be given a personal leave balance of no less than 180 hours.
- 6.5.6 Leave not taken will accrue and carry over from year to year, but will not be paid out upon termination of your employment.
- 6.5.7 You may access your leave entitlement for the purpose of:
- (a) Personal illness or injury;
 - (b) to provide care to a member of your immediate family or household who requires care or support because of personal illness or injury of the member or an unexpected emergency affecting the member;
 - (c) Care of your children during your domestic partner confinement;
 - (d) Sudden unavailability of care provider for a member of your immediate family of household.

- 6.5.8 You may access up to 144 hours personal/carers' leave for caring purposes in each 12 month period from the commencement of this Agreement.
- 6.5.9 You have access to 5 days leave per annum for personal illness or injury without a medical certificate. All other absences for personal illness or injury will require a supporting medical certificate from a registered health practitioner or if it is not reasonably practicable to obtain a medical certificate, other evidence in accordance with the Act. For the purposes of this sub-clause absence for a single shift will constitute a day's leave.
- 6.5.10 You may be required to produce a medical certificate from a registered health practitioner or if it is not reasonably practicable to obtain a medical certificate other supporting documentation with your application to substantiate leave for purposes other than leave for personal illness.
- 6.5.11 You must give notice that you are, or will be, absent from work for the reason/s set out in clause 6.5.7 as soon as reasonably practicable.
- 6.5.12 In circumstances where you are unfit for regular duties, you and your manager may agree to you performing suitable alternative duties for that period, where it is safe and appropriate to do so. If you are performing alternatives duties because you are unfit for operational duty you will work 38 hours Monday to Friday or on your usual roster as agreed between you and your manager.
- 6.5.13 Your Fire Station Manager will be responsible for the monitoring of sick leave taken. Counselling may occur if your absenteeism becomes unacceptably high. Continuing high absenteeism trends may result in initiation of the fitness for duty and/or Loss of Essential Qualification processes at clause 7.7 and 7.8 respectively.
- 6.5.14 Accrued personal leave will not be paid out on termination your employment.

Long term illness or injury

- 6.5.15 If you contract an illness or sustain an injury that results in you being continuously absent from the workplace for personal illness for greater than 28 days the following arrangements will apply:
- (a) In respect of the first 28 days you will be required to use your accumulated personal leave entitlements.
 - (b) After the first 28 days you will be granted paid leave without deduction from your 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 Designated Aviation Medical Examiner (DAME) certifying that your absence for that period is because of personal illness (where you are required to attend a DAME examination all costs will be met by Airservices);
 - ii. Your 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 Fitness For Duty process in accordance with clause 7.7 in appropriate cases.

- (c) If your 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 you with additional paid leave to cover the whole of that period.

6.6 SPECIAL LEAVE

- 6.6.1 You have access to up to thirty six (36) hours of paid special leave per annum, subject to approval. In considering approval we may require documented evidence that the leave is justified.
- 6.6.2 Special leave may be granted for reasons that include:
- (a) Emergency domestic situations;
 - (b) Natural disasters;
 - (c) Family accident or incident;
 - (d) Moving house;
 - (e) Witness in court proceedings;
 - (f) Domestic partner to attend the birth of a child; or
 - (g) Special family or cultural event.
- 6.6.3 Special leave is non-cumulative and will not be paid out on termination of your employment.
- 6.6.4 Additional leave may be granted in extenuating circumstances.

6.7 UNPAID CARER'S LEAVE

- 6.7.1 You may take up to two (2) days unpaid leave each time a member of your immediate family or household requires care or support because of personal illness or injury, or an unexpected emergency, if you have exhausted your paid personal leave entitlement.

6.8 COMPASSIONATE LEAVE

- 6.8.1 You are entitled to paid compassionate leave for up to 48 hours (4 consecutive shifts) on each occasion an immediate family member or member of your household contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.
- 6.8.2 You must advise us as soon as possible of your need to take compassionate leave.
- 6.8.3 Additional leave may be granted if travel is also involved.
- 6.8.4 Compassionate leave is non-cumulative.

6.9 REMOTE LOCALITY ADDITIONAL LEAVE

If you live and work in a remote locality you are entitled to an additional credit of recreation leave for the duration of your employment at that location as set out below:

Location	No. of Extra Days Recreation Leave
Alice Springs	5
Darwin	5

- 6.9.1 *Maintenance of remote locality additional leave*

- (a) Remote locality additional leave will be continued if you are a permanent employee who lives and works in Cairns or Townsville and are entitled to remote locality additional leave as at 1 July 2011 in accordance with the tables below. These transitional arrangements will cease to be available when you leave the location where the maintenance arrangements applied.
- (b) New employees or existing employees who transfer to Cairns or Townsville after 1 July 2011 will not be entitled to remote locality allowances in accordance with this clause.

Location	No. of Extra Days Recreation Leave
Cairns	2
Townsville	2

6.10 JURY SERVICE LEAVE

- 6.10.1 You will continue to receive the salary you would have normally received when on jury service leave.
- 6.10.2 Any payment received from the court for jury service must be disbursed to us. You may retain any reimbursements made for travel and meal costs.
- 6.10.3 We require proof of your attendance for jury service.

6.11 EMERGENCY SERVICE LEAVE

- 6.11.1 If you are a member of an emergency organisation (e.g. the State Emergency Service or Country Fire Service) you are entitled, subject to our approval, to paid leave in order to attend emergency situations. Such leave will be paid at the base salary you would have normally received.
- 6.11.2 You must advise us as soon as possible of your need to take emergency service leave.
- 6.11.3 We will require in advance proof of your membership of the emergency organisation.

6.12 DEFENCE SERVICE LEAVE

- 6.12.1 You will continue to receive your salary when on Defence service leave.
- 6.12.2 If you are a Defence Reservist, you are entitled to:
 - (a) Four (4) weeks paid leave each year to undertake Defence service; and
 - (b) Two (2) weeks paid leave for attendance at recruit/initial employment training.

These entitlements will accrue and be taken over a two (2) year period.

- 6.12.3 Other leave required for Defence service will be unpaid.
- 6.12.4 All Defence service leave, whether paid or unpaid, will count for service for all purposes, except for unpaid leave in excess of six (6) months which will not count for recreation leave purposes.

6.12.5 We require proof of your attendance for Defence service. Whenever possible, you should provide at least three (3) months notice from the Australian Defence Force of a requirement to undertake Defence service.

6.13 LEAVE WITHOUT PAY

6.13.1 Leave without pay will be available to you at our discretion, where circumstances exist which justify the granting of leave.

6.13.2 You are entitled to have your application for leave considered subject to operational requirements, taking into account the purpose and period of the proposed leave and your length of service with Airservices.

6.13.3 If you are on approved leave without pay, either immediately before, or after a public holiday, payment will be made for the holiday.

6.13.4 The period during which you are absent on unpaid leave will not be included for any purpose as part of your period of service with us, unless otherwise specified.

6.14 PURCHASED ADDITIONAL LEAVE

6.14.1 Permanent employees, on request, may be granted between one (1) and four (4) weeks unpaid leave per year to be taken in blocks of at least one week and which may be taken in conjunction with other leave. Where you elect to purchase additional leave you must nominate your intention once per year.

6.14.2 You may purchase additional leave through a deduction from your annual base salary which will be averaged over the year and reflected in your fortnightly salary.

6.14.3 If you are ill while on leave, you will be re-credited with that period of leave on production of a medical certificate.

6.14.4 This leave will not accrue and if a credit exists, readjustment will be made at the end of the year.

6.14.5 If you leave employment with us during the year, we will reconcile your records to ascertain, if any money is owed to you or us.

6.15 PARENTAL LEAVE

6.15.1 For the purposes of this clause Parental Leave includes:

- (a) “*Maternity Leave*” means leave for a pregnant employee immediately before, during and after the birth of her child.
- (b) “*Adoption Leave*” means leave for an employee adopting a child, immediately after the adoption of his or her child.
- (c) “*Eligible casual employee*” is defined by s264 of the Act as at the date of commencement of this Agreement.

6.15.2 You are eligible for parental leave unless you are a casual employee who is not an eligible employee.

6.15.3 If you are a fixed term employee your eligibility for parental leave is limited by the requirement that any such leave cannot extend beyond the end date of your employment contract with us.

- 6.15.4 You may take up to fifty two (52) weeks unpaid parental leave. Parental leave can be taken in conjunction with other leave (i.e. annual leave, long service leave) within sixty-six (66) weeks of birth or adoption.
- 6.15.5 In instances where your domestic partner works for us, the combined total leave taken by you and your domestic partner cannot exceed fifty-two (52) weeks.
- 6.15.6 Generally, both parents cannot take leave at the same time, except for a period of three (3) weeks immediately following the birth or placement of the child.
- 6.15.7 The period during which you are absent on unpaid parental leave does not count as service for any purpose.

6.16 MATERNITY LEAVE

- 6.16.1 You may take up to fifty-two (52) weeks unpaid maternity leave.
- 6.16.2 You are required to provide us with twelve (12) weeks notice before your child's 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, you must submit a new certificate stating the revised expected date of birth.
- 6.16.3 You are required to absent yourself from work for a period commencing six (6) weeks before the expected date of birth of your child and six (6) weeks after the actual date of your child's birth, unless a shorter period is agreed on advice from your medical practitioner.
- 6.16.4 Provided you have at least twelve (12) months continuous service at the time of commencing maternity leave and you are the child's primary caregiver you will be entitled to fourteen (14) weeks' paid leave or twenty-eight (28) weeks on half pay. Paid maternity leave is included in your fifty-two (52) week entitlement.
- 6.16.5 Where you have had service with different eligible employers, determined under the *Maternity Leave (Commonwealth Employees) Act 1973*, continuous service will mean that you began working for a new employer on the next day after ceasing work for the former employer.
- 6.16.6 If your pregnancy terminates more than twenty (20) weeks before the expected date of birth, you will not be entitled to paid maternity leave. Where your pregnancy terminates within twenty (20) weeks of the expected date of birth you will be entitled to maternity leave.
- 6.16.7 You are entitled to resume duty at the same classification level at any time following the required absence.

6.17 ADOPTION LEAVE

- 6.17.1 You may take up to fifty two (52) weeks unpaid adoption leave.
- 6.17.2 Your entitlement can be taken either as a single period of leave or as two (2) or more periods of leave during the sixty six (66) week period commencing on the day of the child's placement.
- 6.17.3 You will be entitled to fourteen (14) weeks' paid leave as part of your fifty two (52) week entitlement, if:
 - (a) You are adopting a child under the age of five years who is not a child or step-child of you or your partner;
 - (b) You have at least twelve (12) months continuous service with us at the time of taking adoption leave; and
 - (c) You are the child's primary caregiver.
- 6.17.4 You must provide documentary evidence of approval for adoption.

6.18 PATERNITY (SUPPORTING PARTNER) LEAVE

6.18.1 If you have at least twelve (12) months continuous service and your partner gives birth or adopts a child you will be entitled to one (1) week paid paternity leave within three (3) weeks of the birth/adoption of the child or in exceptional circumstances at an alternative time agreed with your manager.

6.19 LONG SERVICE LEAVE

6.19.1 You are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

6.19.2 You are entitled to three (3) months leave after ten (10) years continuous service and the minimum period of long service leave we shall grant is seven (7) calendar days.

6.19.3 Approval of your application for leave will be subject to you giving reasonable notice of your intention to take leave, and operational requirements.

6.19.4 You may not break long service leave with other forms of leave.

6.19.5 If you have one (1) to ten (10) years service, we will make a pro rata payment in lieu in the following circumstances:

- (a) On resignation by you on reaching retirement age;
- (b) On retirement or resignation due to ill-health;
- (c) On retrenchment; or
- (d) In the event of your death, payment will be made to your dependants or legal representatives.

6.20 SPECIAL CIRCUMSTANCES LEAVE

6.20.1 In the case of a permanent employee with more than twelve (12) months continuous service, we may grant leave of absence without loss of pay for matters not covered by other paid leave provided for under this Agreement.

6.21 PERSONAL ILLNESS DURING PAID LEAVE

6.21.1 If you are ill while on recreation leave, accrued leave or long service leave and produce a medical certificate, you 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 you were certificated as being ill.

6.21.2 If you are ill while on unpaid maternity leave, you may be granted paid personal leave subject to the provision of a medical certificate.

6.21.3 The period of leave covered by the medical certificate will be debited as personal leave.

6.22 PUBLIC HOLIDAYS

6.22.1 When you take recreation/accrued leave over a gazetted public holiday the day/s of public holiday it will not be deducted from your recreation/accrued leave balance.

PART 7: DISCIPLINE, REDEPLOYMENT AND TERMINATION OF EMPLOYMENT

7.1 PERFORMANCE, CONDUCT, TERMINATION OF EMPLOYMENT

7.1.1 In relation to performance and conduct issues, the following is accepted by the parties :

- (a) 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.
- (b) 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.
- (c) Airservices will observe the principles of natural justice.

7.1.2 **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.

7.1.3 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.

7.1.4 **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.

7.1.5 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)

7.1.6 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.

7.2 STAND DOWN WITH PAY

7.2.1 As a temporary measure, and without the need to observe the principles of procedural fairness, Airservices can suspend or stand down an employee down with pay for a period of time, or set conditions in relation to the performance of work or conduct with which the employee needs to comply where that is done:

- (a) to conform with regulatory requirements;
- (b) in the interests of the safety or welfare of other persons (including of other employees in the workplace);
- (c) in order for a fitness for duty assessment to be carried out;
- (d) to facilitate the conduct of an investigation into a matter relating to the employee's conduct or performance; or
- (e) because the employee was directly or indirectly involved in an accident or incident.

7.2.2 Such standing down shall not be treated or regarded as indicating that the employee has engaged in conduct that is wrongful or unsatisfactory.

7.3 NOTICE OF TERMINATION REQUIREMENTS

7.3.1 If you are a permanent employee you are entitled in respect of termination of employment to the following period of notice or at our election payment in lieu of notice or a combination notice and payment in lieu of notice:

<i>Years of Continuous Service</i>	<i>Notice</i>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the above notice, you will receive an extra week's notice if you are over 45 years of age and have at least two (2) years continuous service with us.

7.3.2 Where we have given you notice of termination, you are entitled to one (1) day's time off without loss of pay for the purposes of seeking other employment. This time can be taken at your convenience after consultation with us.

7.3.3 If you are a casual employee we may terminate your employment by giving you one (1) day's notice.

7.3.4 You are not entitled to notice if we terminate your employment for conduct which would justify summary dismissal at common law.

7.3.5 If you are a permanent employee you must give us at least two (2) weeks notice, or forfeit two (2) weeks pay in lieu of notice, unless a lesser period is agreed.

7.3.6 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.

7.4 ABANDONMENT OF EMPLOYMENT

- 7.4.1 An unapproved absence from work for a continuous period exceeding 5 working days without notification to us will be prima facie evidence that you have abandoned your employment.
- 7.4.2 We will make all reasonable attempts to contact you over the 5 day period for an explanation concerning your absence.
- 7.4.3 Where you have abandoned your employment, the date of effect will be the date of your last attendance at work, or your last day of approved absence, whichever is later.

7.5 SUBSIDIARIES

- 7.5.1 This clause applies where Airservices establishes a wholly owned subsidiary ("Subsidiary"), as part of a restructure of its business.
- 7.5.2 In relation to each Airservices employee who accepts employment with a Subsidiary:
- (a) Their continuity of employment will be deemed not to have been broken by their transfer of employment;
 - (b) Service with Airservices will be deemed to be service with the Subsidiary instead, for the purpose of all service related benefits (including leave and severance entitlements);
 - (c) Their accrued leave entitlements will be transferred to the Subsidiary;
 - (d) As a consequence, no leave, severance pay or other entitlements will be payable on transfer of the employee's employment with Airservices.
- 7.5.3 If an Airservices employee refuses a reasonable offer of employment by a Subsidiary, then Airservices may terminate the employee's employment and the employee will not be entitled to any payments provided for in Clause 7.6.6 (a) ii. Nor will employees with less than 10 years service be entitled to any payments provided for in Clause 7.6.6 (c) ii. "Reasonable" means at the same level, same job function, and same physical location.
- 7.5.4 Airservices may require an Airservices employee to perform work for a Subsidiary, or second them to a Subsidiary, within the employee's skills, competence and training.
- 7.5.5 If the Subsidiary decides to transfer any of its employees to Airservices, then Clauses 7.5.2 to 7.5.4 apply with the following changes:
- (a) a reference to Airservices is deemed to be a reference to the Subsidiary; and/or
 - (b) a reference to the Subsidiary is deemed to be a reference to Airservices.

7.6 REDEPLOYMENT AND REDUNDANCY

7.6.1 Principles

- (a) The following provisions will not apply to casual, fixed term or probationary employees.
- (b) You will not be entitled to any redundancy entitlement under this clause if an offer of reasonable alternative employment is made to you by us. "Reasonable" means at the same remuneration level, requiring the exercise of comparable skill and responsibility and same city/geographical location.

7.6.2 Definitions

- (a) "*Completed years of service*", means continuous service with Airservices and its predecessors, the Australian Public Service, the Australian Defence Forces and other Commonwealth authorities and Commonwealth bodies specified under *Regulation 8 of the Long Service Leave (Commonwealth Employees) Regulations* ("Commonwealth employer"). It does not include prior service in respect of which you are in receipt of a retirement benefit.
- (b) "*Continuous service*", means periods of service broken only by an unavoidable period associated with the departure arrangements of your former Commonwealth employer and commencement of employment with us, provided that you were in receipt of a firm offer of employment from us before leaving your former employer.
- (c) "*Potentially surplus*", means:
 - i. You are included in a class of employees employed by us which, in our opinion, will comprise a greater number of employees than is necessary for the efficient and economical working of Airservices; or
 - ii. You are an employee whose services, in our opinion will not be able to be used effectively because of technological or other changes in work methods or changes in the nature, extent or organisation of the functions of Airservices; or
 - iii. The duties usually performed by you are to be performed at a different locality.
- (d) "*Severance payment*", means a payment, calculated in accordance with the formula and criteria in these provisions, made to you on redundancy under this Agreement.
- (e) "*Termination*", means cessation of employment under the processes outlined in this provision.

7.6.3 Redeployment and retraining

- (a) From the time employees are formally declared as being "*Potentially surplus*", we shall take steps to ensure that, as vacancies arise in non-affected work areas, they are filled by the redeployment of suitable potentially surplus employees from affected areas.
- (b) Any such vacancies will be at your classification level (for this purpose, twelve (12) months or more continuous higher duty allowance (refer Clause 4.12.1) will qualify you to be considered at the higher duty allowance level) although you may wish to accept a vacancy at a lower classification.
- (c) Where you are able to perform the duties of the vacancy efficiently, either immediately or within a reasonable period, after an appropriate period of training, you should be re-deployed. We will take all reasonable steps, consistent with the interests of the efficient administration of Airservices, to re-deploy you to suitable vacancies of equal classification.
- (d) If you are placed at your higher duties allowance level, under the provisions of this Agreement, you may be promoted without appeal.
- (e) You will apply for suitable advertised vacancies. We will consider potentially surplus employees in isolation from and not in competition with other applicants for a vacancy to which the employee seeks transfer.
- (f) Re-deployment should be on a voluntary basis, wherever possible, and prior to re-deployment the wishes of the employee should be ascertained.
- (g) You will not be required to undertake new duties or operate new equipment unless you have been provided with training appropriate to the work to be performed.
- (h) Where a vacancy exists or occurs in Airservices, which would permit the retention in employment of an employee where employees are of equal efficiency, we will give preference to a permanent employee over a fixed term employee.
- (i) Retraining, usually in the form of on-the-job training, should be arranged if you are likely to be affected by re-structuring.

7.6.4 *Voluntary redundancy*

- (a) We may at any time, if you are potentially surplus, offer voluntary redundancy to employees who are not in a potential surplus situation with the objective of providing re-deployment opportunities for you as potentially surplus.
- (b) As a potentially surplus employee you will be asked to express interest in voluntary redundancy. We reserve the right not to formally offer voluntary redundancy to you if you have expressed interest. However, you may not be terminated by us by reason of redundancy unless you have been offered voluntary redundancy.
- (c) Job-swapping between employees may be arranged for those who do not wish to be terminated and those at the same level and location who have expressed interest in voluntary redundancy. Such job-swaps will be dependent on our agreement considering your suitability and capability to perform the duties of the position either immediately or within a reasonable period or after an appropriate period of training.
- (d) We will consider job swapping across locations with associated conditions where there is a demonstrated need.
- (e) If you are invited to volunteer for termination you will have four (4) weeks in which to advise of your election.
- (f) Where we approve an election to terminate the termination date for voluntary redundancy will be preceded by a notice period of four (4) weeks. In addition to this notice, you will receive an extra week's notice if you are over 45 years of age and have at least two (2) years continuous service with us.
- (g) We may direct or you may elect to be terminated before the planned date. Such an election will be approved by us unless there are overriding reasons, associated with the continuation of your function, that require you to be retained. You will receive payment in lieu of salary for the unexpired portion of the notice period, subject to staffing requirements and your wishes.
- (h) A termination date within the notice period will have regard to any unresolved appeal made under the Employee Grievance Board (refer Clause 3.5).

7.6.5 *Involuntary Redundancy*

- (a) We will not involuntarily terminate you without consideration of job-swaps, re-training and re-deployment opportunities.
- (b) Where we propose to involuntarily terminate you, you will be advised with notice of no less than three (3) months before the effective date.
- (c) Except with your consent, we will not involuntarily terminate you until we have determined that:
 - i. there are no suitable opportunities for your re-deployment at your level and location, including positions remaining associated with your former function, or by reasonable reduction in classification;
 - ii. there are no prospects for re-training you for alternative employment in Airservices; and
 - iii. there are no positions for which you are suitable at your level and location, the occupants of which have volunteered to be terminated.
- (d) In order to enhance your employment prospects outside Airservices the following support may be provided with our approval in involuntary redundancy situations:
 - i. leave for retraining purposes, where you demonstrate the proposed training will enhance your potential to undertake an alternative career. This leave would be regarded as study leave (refer Clause 4.1.4), subject to operational requirements;
 - ii. reimbursement of compulsory tuition fees and HECS charges incurred during the academic year in which termination took effect, on production of evidence of successful completion of a course of study that was commenced before termination.

This is subject to you demonstrating that the study will enhance your potential to undertake an alternative career.

- (e) Retraining may also include the undertaking of a short course to provide new skills or update existing ones.

7.6.6 *Benefits*

- (a) If your employment is terminated under this provision, you will receive the following benefits:
 - i. Payment of salary in lieu of any unexpired portion of notice of termination (refer Clause 7.3); and
 - ii. A payment comprising four (4) weeks salary for each of the first five (5) completed years of service and three (3) weeks salary for each subsequent completed year of service, plus a pro rata payment for each completed month of service since the last completed year, to a total maximum of seventy five (75) weeks.
- (b) For the purposes of calculation of these benefits, salary shall be taken to include:
 - i. Higher duties allowance where you have been acting at a higher classification for a continuous period of twelve (12) months immediately preceding the date that notice of termination under clause 7.3 is given;
 - ii. The weekly average amount of your shift loading during the preceding twelve (12) months, if you have received a loading for shift work during at least 50% of pay periods for the twelve (12) month period immediately preceding the date that notice of termination under clause 7.3 is given; and
 - i. Other allowances in the nature of salary normally received by you.
- (c) If your employment is terminated under this provision you will also receive:
 - i. Payment in lieu of unused recreation leave credits; and
 - ii. Payment in lieu of unused long service leave including a pro rata payment for each completed month of service since completion of the last full year of service (If you have completed one (1) full year of service you will be entitled to a pro rata payment for completed years and months of service).

7.6.7 *Income maintenance on reduction of classification*

- (a) If you are to be re-deployed to a position of lower classification you will be entitled to income maintenance for a period as follows:
 - i. If you have twenty (20) or more years service or you are over forty five (45) years of age - thirteen (13) months; and
 - ii. All other employees - seven (7) months.
- (b) Income for the purposes of maintenance payments is defined in the same terms as salary is defined for the calculation of severance payments in Clause 7.6.6 (b) of this provision.

7.6.8 *Other entitlements*

- (a) If you are required to move your household as a result of transfer to another location under this provision you will be entitled to reimbursement of reasonable expenses associated with that move on the same basis as if you had been promoted.
- (b) When you are on Term transfer and your employment is terminated under this clause 7.6, you will be entitled to reimbursement of reasonable expenses associated with relocation to your home location on the same basis as you would have been at the completion of your Term transfer (refer Clause 4.10.5).
- (c) If you have been advised that your election to terminate has been approved or you have received advice of involuntary termination you will be entitled to:

- i. Reasonable leave with full pay to attend necessary employment interviews; and
 - ii. Travel and incidental expenses, considered reasonable by us, incurred in attending such interviews, where such expenses are not met by the prospective employer.
- (d) If you are entitled to be paid Early Retirement Benefit on age retirement, you will be paid those benefits when you receive the benefits payable under Clause 7.6.6 of this provision.

7.6.9 *Support services*

- (a) We will provide information and counselling services to enable you to plan your future and to consider options under the voluntary termination and other provisions.
- (b) In addition, we will meet the costs (up to a \$450 limit) of independent personal financial planning advice for you.
- (c) As part of this program you will be provided with an analysis of career prospects in your employment group. Advice will also be available on areas of skills needs and training programs.

7.6.10 *Other action not prevented*

These provisions do not act in any way to replace provisions relating to discipline (refer Clause 7.1), inefficiency, invalidity and loss of essential qualifications (refer Clause 7.8).

7.7 FITNESS FOR CONTINUED DUTY

7.7.1 Early intervention is important if you are absent from work and your health may be impaired. Should you experience a health problem that may impair your capacity to perform your duties in the long term, our objective will be to take positive and appropriate action.

7.7.2 Both medical and non medical factors may contribute to absences from work for extended periods of time.

7.7.3 Should you be absent for health reasons, we will explore with you possible non-medical outcomes. These may include, but are not limited to:

- (a) The provision of appropriate training;
- (b) Modification of your duties;
- (c) Arranging for specialised counselling;
- (d) Your temporary transfer to different duties;
- (e) Your permanent transfer to another position at the same level; or
- (f) The counselling of your supervisor.

7.7.4 Where your absence appears directly related to medical factors, any action we take will be based on the expert advice of a Designated Medical Examiner.

7.7.5 As soon as it appears that your health could be substantially impaired, other than temporarily, or it affects your ability to perform your duties, we may refer you to a Designated Medical Examiner.

7.7.6 We will arrange for you to be examined by a Designated Medical Examiner in circumstances where:

- (a) You have been absent from duty on account of illness for a continuous period of 4 weeks and you could be substantially impaired, other than temporarily, in the ability to perform your duties;
- (b) You have been absent on account of illness for 13 weeks continuously;

- (c) You have been absent on account of illness for a total of 13 weeks in any 26 week period;
- (d) You present a report from a registered medical practitioner indicating that you are unfit for duty and the prognosis is unfavourable

7.7.7 Should you be required to consult a Designated Medical Examiner, at a reasonable time before the appointment, we will inform you in writing of:

- (a) The time and place of the examination;
- (b) The purpose of the examination, and the reason we arranged it;
- (c) Your right to be provided on request with the information to be furnished to the Designated Medical Examiner;
- (d) Your right to submit supporting material for consideration by the Designated Medical Examiner; and
- (e) If you have been a superannuation contributor for less than 20 years - the need to bring to the medical examination any Benefit Classification Certificate issued to you.

7.7.8 Where you have been referred to and attend a Designated Medical Examiner, we will provide you with written details of the findings of the medical examination, any recommendations provided by the Designated Medical Examiner, and advice of any action we propose as a result.

7.7.9 You will be given the opportunity to respond to any action proposed to be taken and may provide a written response to us within 14 days.

7.7.10 We may take action that includes, but is not limited to the following:

- (a) Return you to your current position and duties;
- (b) Redeploy you at the same level in a different position;
- (c) Redeploy you to a lower level position with your consent;
- (d) Redeploy you to a lower level position without your consent; or
- (e) Terminate your employment with us.

Medical monitoring

7.7.11 As recognised by CASA, an ARFF provider shall ensure that operational rescue and fire fighting employees maintain a continued level of medical and physical fitness to enable them to perform at the level required for their function.

7.7.12 Medical examinations are conducted by Designated Aviation Medical Examiners (DAME) who have been authorised by CASA to conduct medical examinations required by us. To meet these requirements the following will be adopted:

- (a) We both recognise and agree to the introduction of regular medical monitoring. Medical monitoring will be conducted on three (3) yearly intervals and will be based on the CASA Class 2 Medical Examination (subject to alteration by agreement) and will include blood pressure and cholesterol tests.
- (b) Medical information is to be treated in strictest confidentiality and individual medical conditions will not be advised to ARFF. The DAME will advise the Fire Station Manager in terms of “fit for duty” or “unfit for duty” only.
- (c) During the life of this Agreement we both will examine appropriate medical blood testing for fire fighting personnel.

Physical Fitness

- 7.7.13 Fire Station Managers are responsible to ensure all employees are physically capable of performing rescue and fire fighting duties effectively and efficiently.
- 7.7.14 In this regard your fitness levels will be observed during all training exercises.
- 7.7.15 If you are unable to physically perform your operational functions effectively you will be referred to a DAME. You will not be returned to operational duty until you are able to carry out your operational functions effectively.

7.8 LOSS OF ESSENTIAL QUALIFICATION (LOEQ)

- 7.8.1 If you are required to hold an essential qualification to undertake or continue employment with us, the retention of that essential qualification remains a condition of your employment.
- 7.8.2 You are not qualified to perform your duties if:
- (a) You cease to hold, or become unable or ineligible to hold or to use and enjoy, an essential qualification; or
 - (b) A court, person, authority or body that is competent to do so suspends, cancels, revokes, rescinds or otherwise withdraws an essential qualification you hold.
- 7.8.3 An essential qualification is defined as:

"any statutory, professional, academic, commercial, technical, trade, health or other qualification the holding of which is a prerequisite to the practice of a profession, trade or occupation, the exercise of a right or the performance of a function or duty, being a profession, trade, occupation, right, function or duty that is necessary for that employee to practice, exercise or perform in the course of his or her employment".

- 7.8.4 In general terms, an essential qualification can be described as a licence, rating or membership of an official body overseeing standards of conduct or performance in a profession, trade or occupation. Specifically, it is any qualification required for the satisfactory performance of duty at the classification level for which the qualification is prescribed.
- 7.8.5 Although we would normally determine the necessity of a qualification, industry or professional qualifications may also apply.
- 7.8.6 Loss of essential qualification means temporary loss and/or permanent loss.
- 7.8.7 Loss of an essential qualification will result in internal review and assessment as to possible alternate placement options. Permanent loss of an essential qualification may result in redeployment or termination of employment.
- 7.8.8 *Interaction between performance, discipline and medical fitness provisions*

Where the principal reasons giving rise to the loss of the essential qualification are directly attributable to circumstances and outcomes covered by our performance and discipline procedures or our fitness for duty procedures, then the matter will be addressed in accordance with those procedures.

7.8.9 Procedures

Where an essential qualification has been lost under circumstances which do not warrant action under other provisions, the following provisions apply.

(a) *Initial action*

- i. Should we become aware that you no longer possess an essential qualification, the Authorised Officer will discuss the matter with you and your nominated representative and advise you if it is proposed to inquire into the matter.
- ii. You will be allowed the opportunity to provide explanation or comment within seven days. If you have already been allowed an opportunity to provide explanation or comment by way of disciplinary action or fitness for duty procedures, you will be allowed to provide further explanation during that seven day period.

(b) *Further inquiry*

At the close of the initial seven (7) day period allowed for explanation or comment, we may make any inquiries considered necessary and in the manner we think fit. In doing so, we will ensure that the following matters are considered:

- i. The circumstances leading to the loss of the qualification;
- ii. The steps necessary to regain the qualification;
- iii. Whether you are likely to regain the qualification within a reasonable time, if at all;
- iv. Any explanation or comments you provide;
- v. The potential benefits and cost to us of providing appropriate retraining for you.

(c) *Your comment*

- i. When the inquiry is completed and results in additional findings, we will allow you a further seven days to comment on the findings from the time you are advised of the findings.
- ii. If we consider you are likely to regain the qualification within a reasonable time given the circumstances which apply, you will be provided with suitable duties during the intervening period.

(d) *Decisions on redeployment or termination of employment*

- i. If we consider that you are not likely to regain the qualification within a reasonable time, and you should be transferred to other duties, we will first consider whether it would be in the interest of efficient administration to transfer you to a position at the same level.
- ii. If we conclude that transfer at the same level is not appropriate, we may then, by notice in writing, reduce your classification or terminate your employment.
- iii. If we do not transfer you at the same level and we are satisfied that it would be in the interests of efficient administration to reduce your classification and a suitable position is available, you may be redeployed to a lower level classification, rather than have your employment terminated.
- iv. Any reduction in classification must be to duties for which you are qualified and which you could perform efficiently either immediately or within a reasonable period, and which you could reasonably be required to perform.

(e) *Notice of reduction or termination of employment*

- i. If we give notice of reduction of classification or termination of employment, the notice must include or be accompanied by the reasons for the decision and, unless you have given prior written consent to the action being taken, advice of any right of appeal.
- ii. Appeal provisions in relation to reduction of classification are available through our internal processes.

- iii. The sole right of review in relation to termination of employment would be through the Act.
- (f) *Superannuation and other entitlements*
 - i. Contributors to the Commonwealth Superannuation Scheme with at least one year's contributory service are entitled to involuntary retirement benefits under the *Superannuation Act 1976* if retired because of the loss of an essential qualification.
 - ii. If your employment ceases because you have lost an essential qualification, you are entitled to payment in lieu of long service leave and recreation leave credits.
- (g) *Consultation*

If requested by the employee the relevant organisation will be notified in writing when that employee has or is about to lose an essential qualification. If requested by you the notification will include details of when discussions with you are to be held regarding the consequences of the loss.



PART 8: SIGNATORIES

SIGNED FOR AND ON BEHALF of)

Airservices Australia)


.....

Name: GREG RUSSELL

Position: CEO

Dated: 1/4/09

in the presence of:



Name: ANDREAS MARCELJA

Dated: 1/4/09

SIGNED FOR AND ON BEHALF of)

United Fire Fighters)
Union of Australia)


.....

Name: MICK FARRELL

Position: BRANCH SECRETARY

Dated: 01/04/09

in the presence of:



Name: BARBARA FORCEL

Dated: 1/04/09

ATTACHMENT 1: CLASSIFICATION STRUCTURE AND BASE SALARIES

Classification	CURRENT SALARY	2.15% ON Approval	2.15% 6 MONTHS	2.15% 1 YEAR	2.15% 18 MONTHS	2.15% 2 YEARS	2.15% 30 MONTHS	2.15% 3 YEARS	2.15% 42 MONTHS
Recruit	\$25,009	\$25,547	\$26,096	\$26,657	\$27,230	\$27,816	\$28,414	\$29,025	\$29,649
TFL 1	\$44,163	\$45,113	\$46,082	\$47,073	\$48,085	\$49,119	\$50,175	\$51,254	\$52,356
TFL 2	\$50,788	\$51,880	\$52,995	\$54,135	\$55,299	\$56,488	\$57,702	\$58,943	\$60,210
LFF	\$63,067	\$64,423	\$65,808	\$67,223	\$68,668	\$70,145	\$71,653	\$73,193	\$74,767
SSO	\$66,686	\$68,120	\$69,584	\$71,080	\$72,609	\$74,170	\$75,764	\$77,393	\$79,057
SO	\$70,661	\$72,887	\$74,454	\$76,799	\$78,450	\$80,922	\$82,661	\$85,265	\$87,098
FC	\$76,237	\$78,638	\$80,329	\$82,860	\$84,641	\$87,307	\$89,184	\$91,994	\$93,972

Note: The above table includes the Station Officer and Fire Commander salary increase defined in clause 5.8.2

Category Allowance	YEAR 1 (1%) (AVERAGE)	YEAR 2 (2%) (AVERAGE)	YEAR 3 (3%) (AVERAGE)	YEAR 4 (4%) (AVERAGE)
LFF	\$651	\$1,358	\$2,127	\$2,959
SSO	\$689	\$1,437	\$2,254	\$3,139
SO	\$737	\$1,552	\$2,454	\$3,447
FC	\$794	\$1,675	\$2,647	\$3,729

APPENDIX A: EMPLOYEE GRIEVANCE BOARD

- (1) The EGB will be constituted by:
 - (a) An independent chairperson agreed by Airservices and the Union;
 - (b) An employee nominated by Airservices; and
 - (c) An employee representative after consultation with the employee pursuing the grievance.
- (2) The EGB will have power to determine grievances of individual employees regarding their treatment in the workplace or in their employment (for example, but not limited to, decisions regarding discipline or performance management, leave allocation or transfer, additional hours work and to the extent referred to below, selection for promotion), and grievances regarding harassment or discrimination in the workplace or in employment. For the removal of any doubt, a grievance can relate to a failure or omission to make a decision as well as to a decision.
- (3) The EGB will not be entitled to determine a grievance where the subject of the grievance concerns or requires (as the case may be):
 - (a) The termination of employment.
 - (b) A consideration of or relates to the application of the provisions of this Agreement or standards (unless clause (16) applies).
 - (c) A consideration of or relates to the application of the provisions of legislation or regulations.
 - (d) Business matters such as the purchase, disposition or maintenance of assets or property.
- (4) Grievances of the kind that can be dealt with by the EGB shall be first addressed through internal review processes.
- (5) If an employee is dissatisfied with the outcome reached through following internal review processes, they may lodge a written grievance regarding that matter with the EGB. Such grievances must be lodged within 21 days of the date the employee is notified of the outcome of the internal review process. The period of 21 days may only be extended if Airservices consents to it being extended or the EGB decides that considerations of fairness warrant an extension.
- (6) The EGB will determine grievances by reference to principles of fairness and the substantial merits taking into account such matters that it considers relevant, including where relevant the operation of any policies.
- (7) The EGB:
 - (a) Will act impartially. The nominee of Airservices and the employee representative shall exercise their own judgement and not be subject to direction from other persons.
 - (b) Will give the parties an adequate opportunity to present their respective cases either

in writing or orally or by a combination of both, as the EGB considers appropriate;

- (c) May otherwise adopt the procedures that it thinks are appropriate to the proper determination of the grievance;
 - (d) May inform itself as it thinks fit.
- (8) Matters of procedure shall be determined by the Chairperson in consultation with the other members of the EGB.
- (9) In determining a grievance, the EGB may do any of the following:
- (a) Dismiss the grievance and confirm the decision that is subject to the grievance;
 - (b) Uphold the grievance in whole or part and revoke the decision that is subject to the grievance in whole or part;
 - (c) Modify the decision that is subject to the grievance;
 - (d) Direct that the decision or part of it be reconsidered by Airservices having regard to the reasons of the EGB.
- (10) The members of the EGB will endeavour to reach a unanimous determination. If unanimity is not possible, the Chairperson of the EGB will be entitled to make the determination.
- (11) A determination of the EGB is binding on and only on Airservices and the employee in relation to the grievance concerned and are not to be treated as determinative of any other grievance. Determinations of the EGB will be final and not subject to any appeal.
- (12) The EGB will give written reasons for its determination. The Chairperson of the EGB will formulate those reasons in consultation with the other members of the EGB. If a member of the EGB does not agree with the determination they may have that recorded in the determination and may provide dissenting reasons to accompany the determination.
- (13) Both Airservices and the employee who has lodged the grievance will co-operate with the EGB in terms of the provision of information sought by it and in achieving the determination of a grievance as soon as practicable after it has been lodged.
- (14) If an employee concerned in this process so chooses, they may be assisted or represented in the process by an officer or delegate of the Union or by another employee. The employee will notify the EGB and Airservices if they are to be assisted or represented in this way.
- (15) Despite clause (2)(b), the EGB can determine a grievance even though to do so would involve a consideration or application of the provisions of this Agreement or standards provided:
- (a) The parties consent to it doing so; or
 - (b) The grievance:
 - (i) relates to a selection for promotion decision and the position concerned has a maximum salary that is no greater than that prescribed for an ASA6 in the collective agreement covering employees employed by Airservices in that classification at that

time; and

- (ii) is that the decision was not determined by a proper assessment of the relative efficiency of the employee lodging the grievance and the successful employee.

(For the purposes of the determination of a grievance of the kind referred to in clause 16(b), the question of the relative efficiency of employees shall be regarded by the EGB as entailing an assessment of the relative abilities, qualifications, experience, standard of work performance and personal qualities of the relevant candidates in relation to the position concerned.)

- (16) If Airservices considers that the EGB is not entitled to determine a particular grievance because the decision that is subject to it is a decision referred to in cl.(3), it will request the EGB to rule on that matter and the EGB will rule on that matter once it is satisfied that it has sufficient information upon which to do so.
- (17) If at any time during the process of dealing with the grievance, the EGB considers that a grievance lacks substance, is trivial or is vexatious, it can dismiss the grievance.
- (18) Unless otherwise agreed by the Airservices and the employee concerned, a decision that is subject to a grievance under this clause will remain effective and in operation until it is revoked or modified by determination of the EGB.
- (19) An employee shall not be entitled to lodge or pursue a grievance in the EGB if they or the Union are seeking any relief or remedy in any Court or Tribunal in connection with the decision which would be or which is the subject of their grievance in the EGB.
- (20) An employee who has lodged a grievance and an employee who is assisting or representing them in relation to that grievance shall be released from duty in order to participate in any hearing convened by the EGB for the purpose of determining the grievance. Such employees will give notice to their Manager of their need to be released from duty for that purpose as soon as they are notified of the date of the hearing concerned.
- (21) If the hearing of a grievance occurs on a rostered day off, the employee who has lodged a grievance and the employee (if any) who is assisting or representing them in relation to that grievance will be permitted to negotiate time off in lieu in the two months following the hearing.
- (22) Airservices will meet the following costs, where required to facilitate attendance at a hearing:
- *Nominated workplace delegate / union officer on EGB*
Return economy class airfare and reasonable accommodation expenses arranged and paid for by Airservices
 - *Employee who has lodged a grievance*
Reasonable travel, accommodation and incidental expenses

Workplace Harassment and Discrimination

- (23) Workplace Harassment is a form of employment discrimination as defined by relevant legislation. It is any unwanted, uninvited and unreciprocated behaviour which causes another person distress, regardless of whether the conduct was intended to cause such distress or not. Examples of harassment may include but are not restricted to:
- Offensive physical contact

- Insulting or threatening gestures
 - Pictures, posters, graffiti or written material that are offensive or obscene
 - Offensive jokes, suggestions or derogatory comments about a person's racial or ethnic background, sex, sexual preference, disability or physical appearance.
- (24) Discrimination on the grounds of race, colour, sex, sexual preference, marital status, pregnancy, ethnic origin, religion, age, political opinion, disability, medical record, impairment, criminal record or trade union activity is prohibited.