



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Airservices Australia
(AG2018/3721)

AIRSERVICES AUSTRALIA (AVIATION RESCUE AND FIRE FIGHTING) ENTERPRISE AGREEMENT 2018-2021

Airport operations

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 30 NOVEMBER 2018

Application for approval of the Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2018-2021.

[1] An application has been made for approval of an enterprise agreement known as the *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2018-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Airservices Australia. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The United Firefighters' Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 30 November 2018 and, in accordance with s.54, will operate from 7 December 2018. The nominal expiry date of the Agreement is 7 December 2021.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AD2018/3721

Applicant:

Airservices Australia

UNDERTAKING – SECTION 190

Airservices Australia provides the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) with respect to the *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2018-2021* (the **Agreement**):

Airservices Australia undertakes that, if casual employees are employed by Airservices during the life of the Agreement and those casual employees are required to work on Sundays, Airservices undertakes to:

- a) *at the end of roster cycle, reconcile the difference between what the relevant employee would have been paid under the Award for work performed on a Sunday as compared with what the employee will be paid for work performed on a Sunday under the Agreement; and*
- b) *if during a roster cycle there is any shortfall between what is paid to the casual employee under the Agreement for work performed on a Sunday and what would have been paid to the casual employee under the Award for that same work, pay the employee that shortfall plus \$5.00.*

Signed for and on behalf of Airservices Australia:



Signature

Name: Stephen Jenkins-Flint
Office held: Employee Relations Lawyer
Address: GPO Box 367, Canberra ACT 2601
Date: 30 November 2018

**Airservices Australia
(Aviation Rescue and Fire Fighting)
Enterprise Agreement 2018-2021**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART A – AGREEMENT ADMINISTRATION

1. Title

This Agreement will be known as the *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2018-2021*.

2. Definitions

- (a) **Act:** the *Fair Work Act 2009* (Cth) as amended from time to time, including any successor legislation.
- (b) **Agreement:** this enterprise agreement, with the full title of *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2018-2021*.
- (c) **DAME:** Designated Aviation Medical Examiner, or where it is impractical to attend a DAME, another suitable medical practitioner.
- (d) **Domestic partner:** a person who lives with an employee in a domestic partnership, including the employee's spouse or de facto partner.
- (e) **Immediate family:**
 - (i) The employee's domestic partner or former domestic partner;
 - (ii) A child (including an adopted child, a step child, an ex-nuptial child, foster child, or an adult child), parent, grandparent, grandchild or sibling of the employee or of the employee's domestic partner or former domestic partner; and
 - (iii) A person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures.
- (f) **Employees:** employees of Airservices to whom this Agreement applies.
- (g) **Employee representative:** an official, officer or employee of a registered union or industrial association, or a workplace representative of a registered union or industrial association, or any other representative chosen by employees in a workplace.
- (h) **Ordinary hours:** any work that is paid at the employee's base salary rate.
- (i) **Overtime:** any work that is paid at 1.5 times the employee's base salary rate, or in which an employee is credited with time off in lieu at the rate of 1.5 time worked.

3. Period of operation

- 3.1 This Agreement will commence 7 days after it is approved by the Fair Work Commission.
- 3.2 The nominal expiry date of this Agreement is 3 years after the commencement date.

4. Parties bound

- 4.1 This Agreement covers Airservices and all employees employed in a classification set out in clause 87 of this Agreement.
- 4.2 Employees covered by this Agreement stay covered by this Agreement regardless of whether they enter an individual contract.
- 4.3 This Agreement will be applied so that it does not reduce the benefits to an employee provided by the National Employment Standards.

5. Relationship to the Award

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

6. Relationship to policies and procedures

- 6.1 Airservices' policies and procedures pertaining to the employment relationship do not form part of this Agreement. To the extent that there is any inconsistency between a policy or procedure and this Agreement, this Agreement prevails.
- 6.2 Airservices will consult, in accordance with the process set out in clause 15, with employees and employee representatives in the development and variation of policies and procedures.

7. Agreement objectives

- 7.1 All parties covered by this Agreement are committed to fostering an employment relationship based on mutual respect, cooperation, and the principles of consultation and participation in all aspects relating to employment conditions. The parties recognise their shared objective to prevent and eliminate discrimination and harassment in the workplace.
- 7.2 All parties covered by this Agreement acknowledge that Airservices has a responsibility to continuously review the way work is performed with a view to improving productivity. Therefore, subject to Airservices complying with its consultation obligations and mitigating adverse impacts on employees, employees and their representatives accept that business reform is likely during the life of this Agreement and they too will be open, cooperative and responsive to the need for reform and improvement.

8. Service obligation

- 8.1 The parties to this Agreement recognise that Airservices is obliged to continuously provide safe and efficient airport firefighting services in accordance with the provisions of the *Air Services Act 1995* (Cth) and *Civil Aviation Act 1998* (Cth) and subject to the provisions of the *Work Health and Safety Act 2011* (Cth).
- 8.2 In meeting this obligation, the parties to this Agreement commit to the development, application and review of mechanisms, consistent with the consultation obligations set out in this Agreement, to provide service continuity to ensure the safety of air navigation.

9. Employees' duties

- 9.1 Employees must perform the duties of their position, and any other duties assigned by Airservices, and any other duties that employees are trained or qualified for, diligently, in good faith, and in a manner that maintains Airservices' confidence in the employee.
- 9.2 Employees must comply with Airservices' documented policies, procedures, management instructions and guidelines, and operational instructions and procedures, as adopted by Airservices from time to time.

10. Airservices' duties

- 10.1 In return for the performance of an employee's work under this Agreement, Airservices will pay employees the remuneration specified by this Agreement and otherwise comply with the provisions of this Agreement.
- 10.2 Airservices will provide training which is directed towards improving and enhancing employees' skills and capabilities that are relevant to employees' positions and career progression with Airservices.

11. Categories of employment

Employees will be employed in one of the following categories

(a) Probationary employment:

- (i) Except for casual employees, the first three 3 months of an employee's employment will be probationary for the purpose of determining the employee's suitability for continued employment.
- (ii) The probationary period specified in an offer of employment may be longer where the position involves a formal period of training exceeding three 3 months followed by a formal assessment mechanism.
- (iii) During the probationary period, Airservices will advise the employee whether their employment will be continued or not. As an alternative to terminating employment, Airservices and an employee may agree to a further probationary period of up to 3 months.
- (iv) An employee's probationary period counts as service.
- (v) Probationary employment may be terminated by Airservices or the employee by giving 1 week of notice.

(b) **Permanent full-time** employment means that an employee works on a permanent basis for 38 ordinary hours per week.

(c) **Permanent part-time employment** means that an employee works on a permanent basis for less than 38 ordinary hours per week.

- (i) Part-time employees will receive, on a pro-rata basis, equivalent pay and conditions to a permanent full-time employee of the same classification unless otherwise specified in this Agreement.
- (ii) Before commencing part-time employment, Airservices and the employee will agree in writing to the employee's ordinary hours of work, days of work, and start and finish times.

(d) Casual employment

- (i) This means that an employee is not a permanent employee and that the employee's hours of work and employment are irregular and intermittent, subject to the employee's availability and Airservices' needs.
- (ii) Airservices is not obliged to provide a casual employee with work. Each engagement is a separate period of employment.
- (iii) Casual employees are employed by the hour with wages accruing from day to day and paid fortnightly. The hourly rate is the same as that for a permanent full-time employee of the same classification plus a loading of 25%.
- (iv) Casual employees are not entitled to any paid leave except for long service leave.

(e) Fixed-term employment

- (i) This means employment for a fixed period of time for the purpose of a specific event, or on a specific project, as agreed in writing. Any such engagement is subject to the termination provisions of this Agreement
- (ii) An employee who is continuously employed for more than 12 months, including on roll-over or consecutive engagements, is entitled to be permanently appointed at the classification of the most recent engagement. This does not apply to fixed-term employment on a discrete project for a finite period greater than 12 months with no further employment prospects on completion.
- (iii) Fixed-term employment counts as service, including if an employee is permanently appointed at the conclusion of a fixed-term engagement.
- (iv) Fixed-term employees will receive, on pro-rata basis, equivalent pay and conditions as a permanent full-time employee of the same classification.

12. Employment letter

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

13. Secondary employment

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

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

14. Legal assistance

- 14.1 Airservices will indemnify and release each employee against all claims and demands made against them by any person (including by Airservices, employees of Airservices, customers of Airservices and legal personal representatives) where:
- (a) the claim or demand is made as a result of injury or loss to a person or property as a result of the employee's negligence or alleged negligence in performing the employee's duties in the course of employment;
 - (b) except where such injury or loss was caused wilfully by the employees or was caused by an employee's gross dereliction of duty.
- 14.2 Where Airservices indemnifies and releases an employee pursuant to this clause, Airservices will provide legal counsel and defend the employee and the employee's estate in any legal action arising in connection with the performance of the employee's duties, and indemnify the employee and hold the employee harmless from any judgement resulting from legal actions.
- 14.3 After consideration of Airservices' operational requirements, and subject to relevant legislative obligations, Airservices will release employees from duty without loss of pay to act as a witness for a time sufficient to prepare and appear before:
- (a) a Coroner's inquest;
 - (b) a Royal Commission; or
 - (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.

15. Consultation on change

- 15.1 The intent of this consultation provision is to ensure employees and any employee representatives are fully informed, consulted and provided with a genuine opportunity to express their views and provide comments and suggestions prior to any final decision being made about changes that are likely to have a significant impact on employees and changes to an employee's regular roster or ordinary hours of work. Airservices will give genuine consideration and respond to matters raised and proposals and options put forward.
- 15.2 These consultation arrangements support Airservices in meeting its legislative and regulatory obligations.
- 15.3 Airservices will consult employees and employee representatives about:
- (a) the introduction of changes that are likely to have a significant impact on employees covered by this Agreement before a final decision is made to adopt a proposal and implement any change; and

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

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

- 15.4 Changes that will be regarded as likely to have a significant impact on employees will include changes of a structural or technological nature, changes in the deployment or methods of operation of employees and any changes that are likely to lead to the redundancy of positions held by employees.
- 15.5 Before making a decision to introduce change that is likely to have a significant impact on employees, Airservices will consult with affected employees by:
 - (a) notifying the relevant employees of the proposal to introduce the change; and
 - (b) providing all relevant information regarding any change as outlined in clause 15.3(a) above, including but not limited to:
 - (i) the nature of the proposed change;
 - (ii) the information about the expected effects on employees; and
 - (iii) any other matters likely to affect the employees; and
 - (c) providing the relevant employees with an opportunity to nominate or appoint a representative for the purposes of consultation under this clause, and recognise the nominee or representative appointed;
 - (d) discussing with the relevant employees and their employee representatives:
 - (i) the introduction of the change;
 - (ii) the effect the change would be likely to have on the employees; and
 - (iii) the measures Airservices is taking to avert or mitigate the adverse effect of the change on the employees;
 - (e) inviting the employee and their employee representatives to give their views about the impact of the change (including, but not limited to any impact in relation to their family and caring responsibilities); and
 - (f) giving prompt and genuine consideration to matters raised about the change.
- 15.6 Airservices is not required to disclose confidential or commercially sensitive information. Airservices will provide and discuss its reasons for not making such information available.
- 15.7 Information that is provided by Airservices to employees and their employee representatives under these provisions will be used only for the purposes for which it is provided unless Airservices expressly consents to it being used for another purpose.
- 15.8 If there are disputed issues between the parties during the consultation process, the parties acknowledge they will take all reasonable steps to resolve these issues. If the parties are unable to resolve any issues, the matters can be addressed under the dispute resolution process set out in clause 20.

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

Consultation on roster changes

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

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

16. Rights and responsibilities of employee representatives

- 16.1 For the purposes of this clause, “employee representative” means an employee representative as defined in clause 2 who is also an employee of Airservices.
- 16.2 Airservices will be notified in writing of a person’s appointment as an employee representative as soon as practicable after the person is appointed.
- 16.3 Airservices accepts that the role and activities of employee representatives are, when requested by employees, to provide support and represent employee interests to management in relation to matters covered by the Agreement.
- 16.4 At its discretion, Airservices will provide employee representatives paid time away from duty to engage in the activities of an employee representative. Airservices will not unreasonably refuse paid time away from duty. Employee representatives should consult with their immediate manager as soon as practicable when they are seeking paid time away from duty.
- 16.5 Airservices will provide facilities such as a computer, photocopier, notice boards, telephone, video conference, facsimile, email and meeting rooms provided that use of those facilities does not inconvenience workplace operations and use is subject to the relevant policies and procedures.
- 16.6 Except where this Agreement specifies otherwise, Airservices is not obliged to fund travel undertaken by an employee representative.

17. DCC and NCC

- 17.1 There will be a National Consultative Council (**NCC**). The NCC will meet twice in each calendar year, or more frequently if required. The NCC shall consist of relevant employees, any employee representatives and Airservices’ senior management. The NCC may deal with matters concerning Airservices’ business, structure, technology, programs and functions, where those matters also pertain to the employment relationship.
- 17.2 There will be a Divisional Consultative Council (**DCC**) which will meet annually or more frequently if required. The DCC shall consist of relevant employees, any employee

representatives and senior managers, and deal with matters pertaining to the employment relationship.

- 17.3 Where travel is required to attend either DCC or NCC meetings, Airservices will facilitate employee representatives' attendance at meetings of consultative bodies and relevant sub-committees through the provision of:
- (a) reasonable travel and accommodation expenses for employee representatives who are not employees of Airservices; and
 - (b) for employee representatives who are employees of Airservices,
 - (i) reasonable travel, incidentals and accommodation;
 - (ii) paid leave to undertake representation business resulting from an involvement in the above activities;
 - (iii) paid additional hours for shift-working employees participating in the above activities on their rostered days off.
- 17.4 For the purposes of clause 17.3, reasonable travel and accommodation means a return economy class airfare and accommodation arranged by Airservices.

18. Individual Flexibility Arrangement (IFA)

- 18.1 Airservices and an employee may enter an IFA to vary the effect of terms in this Agreement that deal with one or more of the following matters:
- (a) arrangements about when work is performed, such as hours of work, starting times, shift lengths and breaks;
 - (b) overtime and penalty rates;
 - (c) remuneration;
 - (d) allowances; and
 - (e) leave loading.
- 18.2 IFAs must meet the genuine needs of Airservices and the employee in relation to one or more of the matters mentioned in 18.1.
- 18.3 IFAs must be genuinely agreed to by Airservices and the employee.
- 18.4 Airservices must ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and

- (c) result in the employee being better off overall than the employee would be if no IFA was made.

18.5 An employee may choose to be represented by an employee representative in discussions on a proposed IFA.

18.6 Airservices must ensure that each IFA is in writing, names the employer and employee to the IFA and is signed by Airservices and the individual employee (and, if the employee is under 18 years of age, the employee's parent or guardian) and specifies:

- (a) the particular terms of this Agreement the operation of which Airservices and the employee have agreed to vary;
- (b) the nature of the varied arrangements proposed and how they will operate;
- (c) how the arrangement results in the employee being better off overall in relation to the employee's terms and conditions of employment than the employee would be if the IFA was not made; and
- (d) the period for which the arrangement will operate.

18.7 Airservices must give the employee a copy of the IFA within 14 days after it is agreed to and keep a copy.

18.8 Disputes in relation to the application of this clause or in relation to the operation of an IFA may be dealt with under the dispute settlement clause of this Agreement. This clause cannot be used as a device to avoid Agreement obligations.

18.9 An IFA may be terminated:

- (a) by Airservices or the employee giving no less than 28 days' notice of termination, in writing, to the other party – in which case, the IFA will cease to operate at the end of the notice period; or
- (b) at any time, by written agreement between Airservices and the employee.

19. Group Flexibility Arrangement (GFA)

19.1 Airservices and a group of employees may enter a GFA to vary the effect of terms in this Agreement that deal with when work is performed, such as hours of work, rosters, starting times, shift lengths and breaks.

19.2 GFAs must:

- (a) be made genuinely without coercion or duress;
- (b) result in each member of the group of employees being better off overall than if the GFA was not made;
- (c) be in writing and set out the:

- (i) particular group of employees;
- (ii) clauses of this Agreement varied by the GFA;
- (iii) nature of the varied arrangements and how they operate; and
- (iv) the period the GFA will operate.

19.3 At least 14 days before a draft GFA can be voted on, Airservices must provide the draft GFA to the group of employees and their representatives for discussion. The draft GFA may be varied as a result of this discussion.

19.4 Following the discussion period, the draft GFA may be put to vote. For the vote to be valid, Airservices must:

- (a) provide an electronic or hard copy of the draft GFA to the group of employees and their representatives;
- (b) provide a voting period that is a minimum of 7 calendar days;
- (c) inform all employees in the group, including by telephone to employees who will not be in the workplace during the vote period, of the voting period.

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

19.6 A GFA may be terminated by:

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

20. Dispute resolution

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

- (a) The parties first shall genuinely attempt to resolve the dispute at the workplace level. This will involve the relevant employee or employees meeting and conferring about the matter with their manager. All relevant information regarding the matter will be exchanged before, during, or on conclusion of such meeting/s.
- (b) If the matter is not resolved after step (a) above, or the nature of the matter is such that it is appropriate to raise it immediately with more senior levels of management, then discussions will occur with senior management as soon as practicable.
- (c) If the matter cannot be resolved by following the process outlined above, then any of the parties to the dispute may apply to the FWC to have a dispute resolution process

conducted under the Act in relation to the matter. The FWC will have the power to settle the dispute by:

- (i) conciliation; and
- (ii) arbitration (where the dispute was not resolved at conciliation, or if the parties to the dispute agree to arbitration without conciliation first).

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

PART B – HOURS OF WORK

21. Principles of rostering

- 21.1 As shiftworkers, employees covered by this Agreement will be consulted about, and Airservices will endeavour to accommodate employees' preferences for working hours considering employees' needs and impact on family and work life. Employees' preferences must fit within the needs of the business, operations, other employees and customer expectations.
- 21.2 Airservices will ensure that matters concerning fatigue management and equity principles concerning the distribution of shifts are fully considered.

Definitions

- 21.3 A 10/14 roster consists of:
- (a) two 10 hour day shifts;
 - (b) followed by two 14 hour night shifts;
 - (c) followed by four days off.
- 21.4 A sympathetic 10/14 roster will feature a fixed roster cycle (for example, 2 on 4 off).

Rostering Principles

- 21.5 All rosters should average 38 hours per week.
- 21.6 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.
- 21.7 All 24 hour locations (including Sydney) will work a 10/14 roster based on rostering principles contained herein subject only to the exceptions referred to in clauses 21.8 and 21.9 below.
- 21.8 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 21.24(c) apply to activity rosters.

- 21.9 24 hour locations which are subject to a curfew (excluding Sydney) or where the service is provided for part of the 24 hours period through a separate contractual arrangement, may work a sympathetic 10/14 roster or other fixed cycle roster including multi line rosters (for example Adelaide and Townsville).
- 21.10 Non 24 hour locations may work rostered hours of up to 16 hours per shift except where shift lengths may be extended to 18 hours with Airservices' approval after consideration of any fatigue management implications. Non 24 hour locations may work a sympathetic 10/14 roster or other fixed cycle roster including multi line rosters.
- 21.11 If rostered shifts at any non 24 hour location are to exceed 18 hours in length, this can only be done under an IFA or a GFA made under this Agreement.
- 21.12 All rosters should follow an even/regular cycle.
- 21.13 When a new roster has been decided a minimum of 7 days' notice is required before commencement.
- (a) Where this period is not given, the employee will be paid the overtime rate for each changed shift until the employee receive 7 days' notice.
- (b) The employee will not be entitled to this penalty payment in circumstances where the employee is required to change shift to cover another employee's unplanned absence (for example, sick or special leave).
- 21.14 Rosters with shifts exceeding 14 hours will have no more than 2 "back to back" shifts in succession.
- 21.15 Back to back shifts greater than 14 hours in duration shall not attract the "no eight hour break provisions".
- 21.16 No roster shall contain a "quick change around". Any break between shifts should not be less than 8 hours.
- 21.17 No rostered shift shall commence duty between the hours of 0001 and 0430.

Other roster requirements

- 21.18 All rosters must provide the maximum operational efficiency, ensure economy of resource utilisation and meet applicable regulatory requirements.
- 21.19 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.
- 21.20 Local Operations Managers have responsibility for the requirements of all fire station rosters.
- 21.21 All rosters will be formulated in accordance with the rostering provisions in this Agreement and will be prepared in consultation with employees and employee representatives.

- 21.22 Local Operations 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.
- 21.23 Where 2 or more alternative rosters are available, including any roster developed by employees and endorsed by the Local Operations 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.
- 21.24 Daily Work Programs prescribe ACTIVE, PASSIVE and RECLINING periods which are defined for rostering purposes as follows:
- (a) "ACTIVE", means training, maintenance, administrative and physical training.
 - (b) "PASSIVE", means meals and workplace studies.
 - (c) "RECLINE", means recreational and sleep. It is employees and the Local Operations Manager's responsibility to ensure employees can respond immediately to calls. Where 10/14 rosters are worked recline time is between 2200 and 0600.
- 21.25 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.
- 21.26 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.
- 21.27 Employees may be retained for up to 2 hours after a 16 hour shift, 3 hours after a 15 hour shift and 4 hours after 14 hours or less to cover employee shortages, late aircraft or emergencies. These hours may be further extended by agreement between the affected employees and Airservices.
- 21.28 Fire station Fire Control Centres (**FCC's**) will be staffed:
- (a) as necessary (due to aircraft traffic) at category 5 units
 - (b) at all available hours on category 6 (and above) units; and
 - (c) at all times on 24 hour units.
- 21.29 The FCC operator's shift shall not exceed a continuous 4 hours. Employees will be rotated accordingly.
- 21.30 Hand-over - takeover routines will be observed where required.

Mutual Changes of Shift

- 21.31 Flexibility in the provision of mutual changes will continue to allow employees to balance work and domestic responsibilities.
- 21.32 Mutual shift changes shall not be approved where any adverse effect on operational efficiency may occur or where they conflict with safe work practices.

- 21.33 An 8 hour break between shifts for mutual changes is required and is subject to prior approval of the Local Operations Manager if necessary.
- 21.34 Mutual shift changes can be arranged for any portion of a shift and must be recorded and approved by Airservices.

22. Overtime

- 22.1 Employees are obliged to work reasonable overtime.
- 22.2 Employees may refuse an unreasonable request to work overtime.
- 22.3 In compensation for working overtime, employees will be paid 1.5 times their base salary, or may agree to be provided TOIL in accordance with clause 24.
- 22.4 In determining whether a request to work overtime is reasonable, the following factors are relevant:
- (a) any risk to the employee's health and safety that may arise from working the overtime;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) the length of notice the employee has given Airservices about their availability or unavailability to perform overtime in a particular period;
 - (d) the operational demands of Airservices;
 - (e) the nature of the employee's role and operational responsibility;
 - (f) the length of notice provided by Airservices to the employee; and
 - (g) any other relevant matter.
- 22.5 When working rostered overtime, employees will not be required to start or finish a period of duty between 23:00 and 05:00, or where the employee is working a 10/14 roster, between 22:00 and 06:00.
- 22.6 Where practical, Airservices will seek volunteers to work overtime before requiring any employee to work overtime.
- 22.7 Airservices will make overtime available to cover approved leave and absences where insufficient relief is available.
- 22.8 Where overtime is not continuous with ordinary hours, Airservices will pay the employee for a minimum of 3 hours at the overtime rate even if the employee works for less than 3 hours.

Emergency duty

- 22.9 Emergency duty is overtime that is not continuous with ordinary hours where the employee was requested to work that overtime while not on duty. Airservices will pay the employee motor vehicle allowance (at the rate set out in clause 36) for the distance travelled to and from work in a motor vehicle to perform emergency duty.

23. On call allowance

- 23.1 Airservices may request an employee to be 'on call' to perform duty outside the employee's ordinary hours for the purposes of participating in an incident management team.
- 23.2 Where an employee agrees to perform this function, the employee will be paid the 'on call allowance'.
- 23.3 The on call allowance will be \$6.61 for each hour, or part thereof, for the 'on call' period.
- 23.4 Where an employee is recalled for duty, the employee will be paid at the overtime rate in accordance with clause 22 of this Agreement, and the motor vehicle allowance set out in clause 36 for the distance travelled to and from work in a private motor vehicle to perform the duty.
- 23.5 Airservices will define and advise the employee of the circumstances in which the employee would be required to report for duty at the workplace while on call.

24. Time off in lieu of pay for working overtime

- 24.1 Where Airservices and an employee agree, an employee will be given time off in lieu of pay for working overtime (**TOIL**), credited at the rate of 1.5 hours of TOIL for each hour of overtime worked, or a mixture of payment and TOIL to the same value.
- 24.2 Where Airservices is not sufficiently staffed to allow an employee to use TOIL within 12 months of it accruing, Airservices will cash out TOIL at the employee's request.
- 24.3 Untaken TOIL credits will not be paid out on termination.
- 24.4 Wherever possible, TOIL will be provided at a time mutually acceptable to the employee and Airservices, consistent with operational requirements.

25. Rest relief

- 25.1 If Airservices requires an employee to work overtime or emergency duty and there is less than 8 hours break to the employee's next regular shift commencement time, the employee will not be required to attend for ordinary duty until they have been absent for 8 hours (plus reasonable travelling time). The employee's pay will not be reduced for the period of such absence.
- 25.2 If an employee is required to work without 8 consecutive hours off duty (plus reasonable travelling time), the employee will be paid at the rate of 1.5 times their base salary for all hours worked until the required break is taken.
- 25.3 The rest relief provisions do not apply where the period of emergency duty is less than 3 hours, or less than 3 hours overtime is worked immediately prior to the commencement of a normal shift.

26. Fly in fly out (FIFO) employment

- 26.1 Airservices is not permitted to direct any employee to take up FIFO employment.
- 26.2 An employee who performs FIFO work will retain their substantive classification and right of return to the location the employee worked at before they commenced FIFO work.
- 26.3 In exceptional circumstances, either the employee or Airservices may terminate a FIFO engagement by providing 3 months' notice, or less if agreed by Airservices and the employee.
- 26.4 Airservices will pay for all reasonable transport costs to and from the work location and the employee's residence. Airservices may designate a particular location as the employee's residence for the purposes of paying for FIFO travel.
- 26.5 Airservices may agree to pay for transport costs to or from a place other than the employee's residence, so long as the cost to Airservices is equal to or less than the cost that would be otherwise incurred.
- 26.6 Airservices may agree to an employee driving a private vehicle to the FIFO work location. In these circumstances, the employee will receive the financial equivalent of the air travel cost that would Airservices would normally have incurred. No additional travel time will be provided by Airservices.
- 26.7 Airservices will provide the following benefits to employees who accept an offer of FIFO employment:
 - (a) a living away from home allowance of \$14.65 for each 12 hour period the employee spends at the FIFO work location. This allowance will be paid for the purpose of covering the cost of food and drink at the FIFO work location;
 - (b) \$84.15 FIFO incentive allowance for each 12 hour period spent at the FIFO work location. This allowance will be paid for the purpose of incentivising employees to take up FIFO work;
 - (c) when calculating the number of 12 hour periods for the purposes of (a) and (b) above, employees may include 2 hours for travel to and from the FIFO work location;
 - (d) a roster of 14 days work followed by 14 days rostered days off. Employees' average working hours will be 38 hours per week. Time spent travelling from the employee's residence to the FIFO work location will count as time worked;
 - (e) payment of the first 12 months of membership to Qantas Club or Virgin Lounge or until the employee achieves a flying status which provides membership at no cost, whichever occurs first;
 - (f) reimbursement of reasonable expenses actually incurred for travel between an employee's residence or FIFO accommodation and the airport, where that travel is necessary for attending training;
 - (g) furnished accommodation at the FIFO work location including payment of utilities, a private bedroom, private ablutions or ablutions shared with no more than one other person, linen, and cleaning products;

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- (h) reimbursement of gymnasium fees at the employee's home location where requested;
 - (i) reimbursement of reasonable costs incurred using telephone facilities at the fire station or FIFO accommodation; and
 - (j) use of a shared vehicle at the FIFO work location for transport to and from the fire station and reasonable personal use.

PART C – ALLOWANCES AND REIMBURSEMENTS

27. Domestic travel expenses

- 27.1 If Airservices has not issued an employee with a travel credit card and Airservices requires the employee to engage in official travel, for each 12 hour period of travel or part thereof, the employee is entitled to be paid a travel allowance in accordance with the ATO tax determination setting out reasonable travel expenses as varied from time to time.
- 27.2 Where Airservices provides meals and accommodation to an employee on official travel, only the incidentals component of the relevant tax determination will be paid for each day of travel.
- 27.3 If employees travel away from an employee's usual work and living location for more than 10 hours on official business and an overnight absence is not involved, employees will be paid \$66. Where meals are provided, only \$11 for incidentals will be paid.
- 27.4 Where the reasonable amounts determined by the ATO does not cover reasonable travel costs, Airservices may pay an additional amount.
- 27.5 When travelling by air, the time an employee is travelling for the purpose of calculating travel allowance is the time 1 hour before the scheduled time the flight departs from the home location and the time 1 hour after the actual time the flight lands back at the employee's home location.
- 27.6 Except for air travel, the time an employee is travelling for the purpose of calculating travel allowance is from the actual time of departure to the actual time of return to the employee's home location.

28. Business class flights

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

29. International travel expenses

- 29.1 Where employees are required to travel overseas on official business, Airservices will pay for or reimburse all reasonable expenses, including travel, accommodation, meals and incidentals, necessary inoculations, medical and dental costs above the cost of treatment in Australia, family reunion fares, and in the event of illness, salary without deduction from personal leave credits.

- 29.2 In addition to clause 29.1, reasonable expenses that Airservices will reimburse may include cost of utilities, furniture removal and storage, excess baggage, reunion/compassionate leave fares, child reunion supplement, and child education assistance.
- 29.3 Where an employee is posted outside of Australia long-term, Airservices will also provide medical and dental examinations before and after posting, and travel for medical and dental treatment to the nearest place where acceptable treatment is available where the standard in the country of posting is below that in Australia. For long-term postings, Airservices will also provide the benefits of clause 29 to the employee's dependants travelling with the employee.
- 29.4 Where total travel time is 12 or more hours by the most direct route, employees are entitled to an overnight break, without deduction from leave credits, before returning to work in Australia. When total travel time exceeds 20 hours, the employee is entitled to an additional rest period.

30. Transfers

Employees entitled to transfer benefits

- 30.1 Where Airservices directs an employee to transfer to work in a location that is in a different town or city ("**New Location**") from that employee's current workplace ("**Previous Location**"), that employee is entitled to the benefits of this clause 30.
- 30.2 Where Airservices elects, Airservices will provide a service instead of a reimbursement. For example, where Airservices provides removalist services to an employee, that employee will not be entitled to reimbursement for any other removalist expenses incurred personally.
- 30.3 Where an employee chooses to drive a motor vehicle to the New Location, Airservices will pay the employee a motor vehicle allowance for the most direct route. The most direct route only includes roads that are sealed and serviced.
- 30.4 For the purposes of this clause 30, "dependant" means the employee's domestic partner or child who normally resides with the employee, and who moves to the New Location. Airservices may agree to consider a person a dependant if they do not fit this definition.

Transferability of employees

- 30.5 Subject to the notice requirements set out in this clause 30, Airservices may direct an employee to transfer to any location in Australia for a period not exceeding two years.
- 30.6 Airservices will seek volunteers for transfer. Airservices will only direct an employee to transfer where there are not any volunteers.
- 30.7 To transfer an employee for more than two years, Airservices requires an employee's consent.
- 30.8 Airservices will reimburse travel and transportation costs incurred by an employee and their dependants on transfer (unless arranged for the employee's convenience) or promotion.

Employees not entitled to transfer benefits

- 30.9 Where an employee voluntarily accepts a position that is based at a New Location, that employee is entitled to the benefits of this clause 30 unless Airservices expressly states otherwise.

- 30.10 Airservices will only reimburse those expenses that are actually and reasonably incurred as a result of relocating.
- 30.11 Employees are not entitled to reimbursement of an expense if they cannot provide proof of incurring the relevant expense.
- 30.12 Airservices may choose to offer the benefits of this clause to employees that are not entitled to the benefits of this clause.

Notice requirements

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

Reimbursable expenses for transfers of any duration

- 30.16 For any transfer in which an employee is entitled to the benefits of this clause 30, Airservices will reimburse the following expenses.
- (a) Travel costs for the employee and the employee's dependants for travel between the employee's Previous Location and New Location, at the commencement and (except for permanent transfers) completion of the transfer period.
 - (b) Travel costs incurred by the employee and the employee's dependants because of sickness, death or for other medical reasons.
 - (c) For the first 21 days after the date of arrival at the New Location, reasonable accommodation expenses.
 - (d) For the first 21 days after the date of arrival at the New Location, food and incidental expenses at the rate set out in the ATO tax determination for travel allowance.

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

- 30.17 For any transfer that is less than 1 year and in which an employee is entitled to the benefits of this clause 30, Airservices will reimburse the following expenses.
- (a) After 21 days from the date of arrival, rent costs up to a maximum of \$762/week. A higher amount may be reimbursed subject to Airservices' approval.
 - (b) Travel costs between the employee's Previous Location and New Location once every three months.
 - (c) Cost of storing standard household items at the Previous Location until, at most, three months after the employee has returned to the Previous Location. This service will be

provided by a removalist contracted by Airservices directly, and will not be dealt with as a reimbursement.

- (d) Costs of maintaining the employee's house at the Previous Location in excess of those costs that would have been incurred without transfer.
- (e) Where an employee was entitled to Category allowance at the Previous Location, the employee will continue to be paid Category allowance in accordance with clause 41.3.

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

30.18 For any transfer that is between 1 and 2 years in duration and in which an employee is entitled to the benefits of this clause 30, Airservices will reimburse the following expenses.

- (a) After 21 days from the date of arrival, rent costs up to a maximum of \$719/week. A higher amount may be reimbursed subject to Airservices' approval.
- (b) Costs of a three-day pre-transfer visit by the employee and the employee's dependants to the New Location.
- (c) Removalist costs for an employee's household effects, including domestic pets and up to 2 vehicles. Airservices may agree to reimburse the costs of moving other items. Where the employee does not wish to take household effects to the New Location, Airservices will reimburse the costs of storing standard household items at the Previous Location until, at most, three months after the employee has returned to the Previous Location.
- (d) The cost of a bond under a lease up to an amount equal to four weeks' rent (though Airservices will recover this amount from the employee's salary over a period of one year).
- (e) Disconnection and connection fees for utilities.
- (f) Change over fees for vehicle registration and driving licence.

Reimbursable expenses for transfers exceeding 2 years (Permanent transfer)

30.19 For any transfer that is more than 2 years in duration and in which an employee is entitled to the benefits of this clause 30, Airservices will reimburse the following expenses.

- (a) Costs of a three-day pre-transfer visit by the employee and the employee's dependants to the New Location.
- (b) Removalist costs for an employee's household effects, including domestic pets and up to 2 vehicles. Airservices may agree to reimburse the costs of moving other items.
- (c) After 21 days from the date of arrival, rent costs up to a maximum of \$719/week. A higher amount may be reimbursed subject to Airservices' approval. Rent will only be reimbursed if the employee owned or was in the process of purchasing a dwelling at the Previous Location. Rent will only be reimbursed within the first six months after commencing at the New Location.
- (d) The cost of a bond under a lease up to an amount equal four weeks' rent (though Airservices will recover this amount from the employee's salary over a period of one year).

- (e) Cost of storing standard household items at the Previous Location for three months (if not the home owner) or six months (if the home owner).
- (f) Legal and professional costs of selling the employee's dwelling at the Previous Location (being the employee's residence at the date of notice of the transfer), including the fees incurred for discharging a mortgage over the home being sold. Contracts must have been exchanged within two years of the employee's commencement at the New Location.
- (g) Legal and professional costs of purchasing a dwelling at the New Location for the employee to live in. Contracts must have been exchanged within four years of the employee's commencement at the New Location.
- (h) Disconnection and connection fees for utilities.
- (i) Change over fees for vehicle registration and driving licence.

31. Disturbance allowance

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

- (a) \$602 for employees not accompanied on the transfer by any dependants;
- (b) \$1,260 for employees accompanied on the transfer by one dependant, plus an additional \$242 for each additional dependant that accompanies the employee.

32. Education reimbursement

- 32.1 Education reimbursement is payable to an employee transferred by Airservices to a New Location and the employee's dependent child either remains at school at the Previous Location, or commences school at the New Location to commence the school year or term, before the employee and employee's family arrival at the New Location. The employee's child must be completing the final 2 years of secondary education (that is, years 11 and/or 12) for the employee to be eligible for assistance.
- 32.2 The reimbursement covers tuition fees, board and lodging costs which are additional to costs that would be incurred by the employee in respect of their child if the employee had not transferred. The maximum reimbursement is \$12,498 for tuition fees, and \$10,419 for board and lodging, and all claims for education assistance will be assessed by Airservices and determined on grounds of reasonableness.
- 32.3 If an employee is on a transfer between 1 and 2 years (see clause 30.18), the employee is entitled to air fares reimbursement in respect of a dependent child attending school away from the New Location is payable in absence of any State or Territory scheme. The entitlement consists of 2 return air fares in any 1 year, in addition to any leave fare entitlement.

33. Higher duties allowance

- 33.1 After an employee performs higher duties for a cumulative period greater than 40 hours, the employee becomes entitled to be paid at the substantive salary of the classification they are acting in at any time.
- 33.2 When an employee performs the duties of a classification for which the conditions of service differ from the conditions of service of an employee's usual classification, the employee will be subject to the conditions of the higher classification.
- 33.3 Where the employee is not required to perform the full duties of the higher classification, Airservices and the employee may agree to an appropriate part performance allowance.
- 33.4 If an employee takes paid leave during a period of performing higher duties, the employee will continue to receive the allowance during that period of leave.

34. Portfolio allowance

- 34.1 If an employee is required by Airservices to perform responsibilities additional to those of the employee's ordinary role, the employee will be paid \$24.24 per fortnight for each portfolio the employee is responsible for.
- 34.2 The range of portfolios that attract a portfolio allowance will be determined by Airservices in consultation with employee representatives.
- 34.3 The purpose of the portfolio allowance is to remunerate employees responsible for performing additional portfolio responsibilities which provide an added benefit to the overall efficiency and effectiveness of the ARFF operations at the national and local fire station levels.
- 34.4 Airservices will select portfolio holders based on merit, taking into account any need for additional training.

35. Remote locality allowances

Remote locality allowance

- 35.1 Employees who live and work in Broome, or another location regarded by Airservices to be a remote locality, are entitled to a remote locality allowance of \$14,779 per year, paid fortnightly.

District allowance

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

Location	0 dependants with employee	1 or more dependants with employee
Darwin	\$2,467	\$4,533
Alice Springs	\$2,556	\$4,697
Grandfathered locations – employees who live and work in Cairns or Townsville, and who commenced doing so prior to 1 July 2011 are entitled to the allowances below:		
Cairns	\$979	\$1,939
Townsville	\$843	\$1,668

Remote locality leave fare

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

Location	Maximum annual leave fare reimbursement for each eligible person	Grossed up annual allowance (paid fortnightly) for each eligible person
Alice Springs	\$1,348	\$2,619
Grandfathered locations – employees who live and work in Darwin, Cairns or Townsville, and who commenced doing so prior to 1 July 2011 are entitled to the following amounts either annually or once every 2 years:		
Darwin	\$1,875	\$3,503
Cairns*	\$719	\$1,397
Townsville*	\$555	\$1,039

*payable once every 2 years.

36. Motor Vehicle Allowance (MVA)

- 36.1 If Airservices requires an employee to use their private motor vehicle for official travel, that employee is entitled to be paid an allowance as set out in the relevant ATO tax determination as varied from time to time.
- 36.2 If Airservices requires an employee to use their private motor vehicle for official travel and requires the employee to transport goods exceeding 100kg, and/or carry a passenger, that employee will be paid 0.86 cents per kilometer in addition to the MVA.

- 36.3 Where MVA is payable, an employee will be reimbursed for the cost of tolls and reasonable parking costs necessarily incurred on production of receipts.

37. Overtime meal allowance

- 37.1 For the purpose of this clause 37, meal periods are:

- (a) 07:00 to 09:00 (Breakfast)
- (b) 12:00 to 14:00 (Lunch)
- (c) 18:00 to 19:00 (Dinner)
- (d) 00:00 to 01:00 (Late dinner)

- 37.2 Airservices will pay an employee an overtime meal allowance at the amount specified in the ATO tax determination 2017/19 as varied from time to time where the employee is required:

- (a) to work additional hours continuous with the employee's rostered shift which extend to the completion of a meal period; or
- (b) to work emergency duty and the employee is unable to prepare a meal due to urgent operational requirements.

- 37.3 No more than one meal allowance payment per shift shall be payable except in the case of shift extensions, in which case the Local Operations Manager may approve additional meal allowance payments at the same rate.

38. Promotion bonus

- 38.1 A one-off training bonus of \$3,695 will be paid to employees upon the successful completion of the Diploma in Public Safety (Fire Fighting Management).
- 38.2 Where an employee is promoted after completing an Advanced Diploma in Public Safety (Fire Fighting Management), the employee is entitled to a bonus of \$4,000. An employee is entitled to no more than 1 bonus as a result of this clause 38.2 during their employment.
- 38.3 If an employee has received a training bonus under a preceding enterprise agreement for completing one the above qualifications, that employee will not be entitled to a bonus for being promoted after completing that qualification.
- 38.4 If an employee is enrolled in either of the courses mentioned in clause 38 at the time this Agreement commences, the bonus will be paid upon completion of the course.

39. Special clothing allowance

Employees who are required to temporarily visit a location with a greatly different climate from their home location will be reimbursed up to \$175 per year for the purchase of suitable clothing on production of receipts.

40. Water subsidy

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

41. Category 10 allowance

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

42. Secondments

- 42.1 Employees covered by this Agreement, with their consent, may be seconded into roles other than their substantive role.
- 42.2 During a secondment, the employee's conditions of employment will continue to be subject to this Agreement and they will retain their substantive classification and right of return to their home location.
- 42.3 The minimum salary for an employee seconded to the Training School as an instructor will be the employee's substantive salary plus 22%. Based on the employee's qualifications, experience and skills as an instructor, Airservices may pay more than the minimum.
- 42.4 An employee who is seconded to the Training School as an instructor at the time this Agreement commences will continue, including for any contract extensions, with the secondment arrangements that existed immediately prior to this Agreement commencing.

43. Telephone expenses

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

44. Loss or damage to clothing or personal effects

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

45. Eye tests and spectacles

- 45.1 If an employee operates screen-based equipment and is required to attend a regular eyesight test, the employee is entitled to be reimbursed for the cost of such a test.
- 45.2 Spectacles prescribed as a result of such tests will be reimbursed, to a maximum of \$129 for single focus spectacles, \$236 for multi focal spectacles and \$465 for progressive lens spectacles, on production of receipts.

46. Entrepreneurial allowance

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

47. Study assistance

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

PART D – LEAVE

48. Principles

- 48.1 For the purposes of this Part D, a leave day represents the hours an employee would have normally worked if leave was not taken.
- 48.2 Unless otherwise provided for, all paid leave will be paid at the employee's base salary rate as set out in clause 87.
- 48.3 Sufficient relief employees will be provided to meet all recreation leave, Accrued Leave and training programs as required.

49. Continuous service

- 49.1 The following leave counts as service for all purposes under this Agreement.

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

50. Recreation leave

- 50.1 Employees who are 7 day shift workers are entitled to 190 hours paid recreation leave for each year of service.
- 50.2 Employees who do not satisfy the requirements of clause 50.1 above will accrue recreation leave at the rate of 152 hours per year of service.
- 50.3 Recreation leave accrues progressively, and unused amounts accumulate from year to year. Any unused recreation leave will be paid out on termination of employment.
- 50.4 Where an employee who usually satisfies the requirements of clause 50.1 ceases to satisfy those requirements, that employee will continue to accrue recreation leave at the rate of 190 hours per year unless that employee will not satisfy clause 50.1 for more than 6 months.
- 50.5 Recreation leave will be taken at times agreed between Airservices and employees, or as reasonably directed by Airservices, including in the event of a shutdown or where the employee has more than 2 years' worth of accrued recreation leave (380 hours for 7 day shift workers, and 304 hours for employees who are not 7 day shift workers).
- 50.6 Unless otherwise agreed to by Airservices, employees should take recreation leave at the rate it accrues. That is, if an employee accrues recreation leave at the rate of 190 hours per year, that employee should take 190 hours of recreation leave per year.
- 50.7 By separate written agreement between Airservices and an employee, employees may cash out recreation leave in excess of 152 hours. Cashed out recreation leave will be paid at the rate that would have been payable to the employee had the employee taken the recreation leave.

51. Additional recreation leave for remote locations

- 51.1 Employees who live and work in Alice Springs and Darwin are entitled to 5 days of recreation leave per year of service at those locations, in addition to their entitlement under clause 50.
- 51.2 Employees who live and work in Cairns or Townsville, and who commenced doing so before 1 July 2011, are entitled to 2 days of recreation leave per year of service at those locations, in addition to their entitlement under clause 50.

52. Accrued Leave

- 52.1 Employees who work a roster that averages more than 38 hours over the roster cycle will receive Accrued Leave.
- 52.2 Unless otherwise agreed by Airservices, 192 hours of Accrued Leave must be taken in each calendar year.
- 52.3 Employees are not entitled to accrue Accrued Leave during long service leave, unpaid leave, after 28 consecutive calendar days of restricted duties, or after 28 consecutive days of personal/carers leave.

- 52.4 In addition to clause 52.2, Airservices may direct an employee to take Accrued Leave where the employee has more than 288 hours of Accrued Leave. That period of leave will be programmed by reasonable agreement between the employee and Airservices.

Cashing out Accrued Leave

- 52.5 Airservices may cash-out an employee's Accrued Leave in excess of 416 hours. The Accrued Leave will be cashed out by reasonable agreement between the employee and Airservices.
- 52.6 Any amount of Accrued Leave may be cashed out on agreement between the employee and Airservices.
- 52.7 Employees have the right to cash out any amount of Accrued Leave that cannot be scheduled to be taken as leave within the next 12 months.
- 52.8 Accrued Leave will be cashed out on termination.
- 52.9 All cash outs of Accrued Leave will be at the overtime rate (1.5 x ordinary hours pay).

Overtime instead of Accrued Leave

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

53. Personal/carers leave

- 53.1 Employees will be credited 180 hours of personal/carers leave per year, credited on commencement of employment and once per year of service thereafter.
- 53.2 An employee is entitled to take personal/carers leave if the employee is:
- (a) unable to perform their duties due to illness or injury; or
 - (b) caring for a member of the employee's immediate family or household who requires care because of an injury or illness, unexpected emergency; or
 - (c) caring for a member of the employee's immediate family or household who requires care because of the sudden unavailability or a care provider; or
 - (d) caring for their child during their domestic partner's confinement;
- and the employee notifies Airservices as soon as reasonably practicable.
- 53.3 Employees have access to 5 days per year (from their personal/carers leave balance) for personal illness or injury without a medical certificate. Aside from those 5 days, employees must provide reasonable evidence for each instance of taking personal/carers leave. Reasonable evidence is:
- (a) a medical certificate; or

(b) other written evidence only where obtaining a medical certificate was not reasonably practicable.

53.4 Employees must notify Airservices as soon as practicable that the employee will be absent from work.

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

53.6 If an employee has exhausted their paid personal/carers leave balance, that employee is entitled to up to 2 days of unpaid personal/carers leave per calendar year.

Long term illness or injury

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

(a) In respect of the first 28 days, the employee will be required to use their accumulated personal leave entitlements.

(b) After the first 28 days, the employee will be granted leave without deduction from their personal leave accumulation subject to:

- i. The provision of a medical statement in relation to any period of absence extending beyond 28 days from a DAME certifying that the employee's absence for that period is because of personal illness (where the employee are required to attend a DAME examination all costs will be met by Airservices);
- ii. The employee's participation in an individual case management program for return to work if that is indicated as appropriate by the DAME. This may include, but is not limited to, elements such as; regular interviews, incremental return and home-based work arrangements; and
- iii. Airservices' right to institute a fitness for duty process in accordance with clause 74 in appropriate cases.

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

Restricted duties

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

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

53.10 An employee who has been certified as fit for restricted duties will remain on their rostered shifts. If, after a period of 2 weeks on restricted duties, the employee continues to be certified by a medical practitioner as not fit to return to full operational duties, the employee

will be directed to commence day shifts from Monday to Friday working a 38 hour week as soon as practical. An employee may raise special individual circumstances for their manager to consider in making decisions in relation to this clause.

Co-operation

- 53.11 Airservices is committed to the creation of a positive attendance culture and the minimisation of unscheduled absences. Airservices recognises that employees require a certain level of physical and medical fitness to attend for operational duty and that there are personal circumstances which may arise at short notice and may prevent employees' attendance at work. Managers will support employees when such circumstances arise and assist the employee to overcome difficulties that adversely affect health and attendance at work. The parties to this Agreement agree that the objective of clause 53 is to put processes in place to reduce the average level of unplanned absenteeism. All parties will co-operate and use their best endeavours to ensure that the processes put in place are supported to achieve this objective. This collaborative approach acknowledges the obligation of management to manage unplanned absences and the legitimacy of the personal leave provision where genuine sickness and injury occurs taking account of shift work and regulatory licensing requirements.

54. Compassionate leave

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

55. Jury service leave

- 55.1 Employees will continue to receive their base salary while on jury service leave.
- 55.2 If an employee on jury service leave receives any payment from the court, this payment must be disbursed to Airservices except for those payments that are made in relation to the employee's travel or meal costs.

56. Emergency service leave

Subject to:

- (a) operational requirements;
- (b) the provision of notice as soon as reasonably practicable; and
- (c) proof of membership being provided;

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

57. Defence service leave

- 57.1 If an employee is a Defence Reservist, the employee is entitled to paid leave for:
- (a) 2 calendar weeks to attend recruit/initial employment training one time only; and
 - (b) 4 calendar weeks in each calendar year to undertake Defence service. In addition, where an employee uses less than 4 weeks of paid defence service leave in a calendar year, they may use the unused portion in the following calendar year.
- 57.2 To be entitled to paid Defence service leave, the employee will, wherever possible, provide at least 3 months' notice to Airservices, and provide proof of attendance at Defence service.
- 57.3 Any other Defence service leave outside of the above entitlements will be unpaid.
- 57.4 Defence service leave, whether paid or unpaid, will count as service for all purposes, except for unpaid defence service leave of more than 6 months, which will not count as service for recreation leave purposes.

58. Leave without pay

- 58.1 Leave without pay will be available to employees at Airservices' discretion.
- 58.2 Employees are entitled to have their application for unpaid leave considered subject to operational requirements, taking into account the purpose and period of the proposed leave and the employee's length of service with Airservices.
- 58.3 If an employee is on approved leave without pay, either immediately before, or after a public holiday, payment will be made for the holiday.
- 58.4 The period during which an employee is on unpaid leave will not be included for any purpose as part of the employee's period of service, unless otherwise specified or required by legislation.

59. Purchased additional leave

- 59.1 Employees, on request, may be granted between 1 and 4 weeks leave per year to be taken in blocks of at least 1 week and which may be taken in conjunction with other leave. Where an employee elects to purchase additional leave, the employee must nominate their intention once per year.
- 59.2 Additional leave is purchased by a deduction from the employee's salary, which will be averaged over a year and reflected in a reduced fortnightly salary.
- 59.3 If an employee is ill while on leave, the employee will be re-credited with that period of leave on production of a medical certificate.
- 59.4 Purchased leave will not accrue and if a credit exists, readjustment will be made at the end of the year by repayment of the relevant deductions.
- 59.5 If an employee ceases employment with Airservices during the year, Airservices will reconcile records to ascertain if any money is owed to the employee or Airservices.

60. Parental leave

- 60.1 An employee is eligible for parental leave unless the employee is a casual employee who is not an eligible employee. A long term casual employee may be eligible for unpaid parental leave in accordance with the National Employment Standards.
- 60.2 Fixed term employees' eligibility for parental leave is limited by the requirement that any such leave cannot extend beyond the end date of the employment.
- 60.3 Employees may take up to 52 weeks unpaid parental leave. Unpaid Parental leave can be taken in conjunction with other leave (i.e. annual leave, long service leave). An employee may be entitled to request additional unpaid parental leave in accordance with the National Employment Standards.
- 60.4 In instances where an employee's domestic partner works for us, both parents cannot take leave at the same time, except for a period of 8 weeks in accordance with the National Employment Standards. The period during which an employee is absent on unpaid parental leave does not count as service for any purpose.

61. Maternity leave

- 61.1 Employees may take up to 52 weeks unpaid maternity leave.
- 61.2 Employees are required to provide us with a minimum of 10 weeks' notice (or as required under the *Civil Aviation Safety Regulations 1998*) before the expected date of birth and, not less than 10 weeks prior to the expected date of birth, a doctor's certificate confirming the expected date of birth. Where the expected date of birth changes during pregnancy, the employee must submit a new certificate stating the revised expected date of birth.
- 61.3 Employees are required to absent themselves from work for a period commencing 6 weeks before the expected date of birth of the child and 6 weeks after the actual date of the birth, unless a shorter period is agreed on advice from a medical practitioner.
- 61.4 Subject to the employee having at least 12 months continuous service at the time of commencing maternity leave and being the child's primary caregiver, the employee will be entitled to 14 weeks' paid leave or 28 weeks on half pay. Paid maternity leave is included in the 52 week entitlement.
- 61.5 Where an employee had service with different eligible employers, determined under the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth), continuous service will mean that the employee began working for a new employer on the next day after ceasing work for the former employer.
- 61.6 If an employee's pregnancy terminates:
 - (a) within 28 weeks of the expected date of birth of the child, the employee will be entitled to unpaid Special Maternity Leave; and
 - (b) after the 22nd week of gestation, the employee will be entitled to paid maternity leave (subject to the employee having at least 12 months continuous service).

- 61.7 Employees are entitled to resume duty at the same classification level at any time following the required absence.

62. Adoption leave

- 62.1 Employees may take up to 52 weeks unpaid adoption leave.
- 62.2 The entitlement can be taken either as a single period of leave or as 2 or more periods of leave.
- 62.3 Employees are entitled to 14 weeks' paid leave as part of their 52 week entitlement, if the employee is:
- (a) adopting a child under the age of five years who is not a child or step-child of the employee or an employee's partner;
 - (b) has at least 12 months continuous service with Airservices at the time of taking adoption leave; and
 - (c) the child's primary caregiver.
- 62.4 Employees must provide documentary evidence of approval for adoption.

Pre-adoption leave

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

63. Supporting partner leave

If an employee has at least 12 months continuous service and their partner gives birth or adopts a child the employee will be entitled to 1 week of paid supporting partner leave within 3 weeks of the birth/adoption of the child or in exceptional circumstances at an alternative time agreed with the employee's manager.

64. Long service leave

- 64.1 Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 64.2 Employees are entitled to 3 months leave after 10 years continuous service and the minimum period of long service leave Airservices shall grant is 7 calendar days on fully pay, or 14 calendar days on half pay.
- 64.3 Approval of an employee's application for leave will be subject to employees giving reasonable notice of an employee's intention to take leave, and operational requirements.
- 64.4 Employees may not break long service leave with other forms of leave.

64.5 If an employee has 1 to 10 years' service, Airservices will make a pro rata payment in lieu of long service leave in the event of:

- (a) resignation by employees on reaching retirement age;
- (b) retirement or resignation due to ill-health;
- (c) retrenchment; or
- (d) death (payment will be made to the employee's dependants or legal representatives).

65. Personal illness during paid leave

65.1 If employees are ill while on recreation leave, Accrued Leave or long service leave and produce a medical certificate, employees will be re-credited with the period of leave that would have otherwise been taken. In the case of long service leave, the credit will be the calendar period for which employees were certified as being ill.

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

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

65.4 Where it is reasonably practical to do so employees must provide a medical certificate or notify an employee's manager no later than 1 week after sustaining an injury or illness.

66. Special circumstances leave

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

67. Special leave

67.1 Airservices may grant employees 36 hours, or more in extenuating circumstances, of paid special leave per year. Reasons Airservices may grant special leave include:

- (a) emergency domestic situation;
- (b) family accident or incident
- (c) natural disaster;
- (d) moving house;
- (e) witness in court proceedings;
- (f) attending birth of a partner's child; or
- (g) special family or cultural event.

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

68. Public holidays

When employees take recreation or Accrued Leave over a gazetted public holiday the day/s of public holiday will not be deducted from an employee's recreation/Accrued Leave balance.

PART E – PERFORMANCE, CONDUCT, FITNESS AND TERMINATION

69. Recruitment and selection

- 69.1 Airservices will make recruitment and promotion decisions based only on merit and relative efficiency. This means fair and open competition involving consideration of the best available field of candidates taking account of the advantages of developing and progressing Airservices' employees. Permanent vacancies will be filled as soon as practicable, and where possible, no greater than 12 months from when the vacancy arises.
- 69.2 Airservices will comply with its obligations under anti-discrimination legislation.
- 69.3 Employees may be transferred to any position at level for the purposes of operational efficiency, development, for equal opportunity reasons, in the event of being potentially surplus, as a result of a selection exercise or in accordance with transfer arrangements (see clause 30).

70. Career development

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

71. Work performance

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

72. Misconduct, poor performance and termination

72.1 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.

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

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

72.3 Formal Process: If Airservices considers that an employee's performance or conduct is unsatisfactory or unacceptable and that the matter of their performance or conduct needs to be dealt with by a formal process, Airservices will inform the employee in writing of the view that it has reached giving particulars and it will arrange a meeting with the employee to address the matter. The purpose of the meeting will be to discuss the matters raised by Airservices about the employee's performance or conduct.

72.4 After holding that meeting and any further meetings that are necessary and giving the employee any further opportunity to respond that is necessary*, Airservices can then decide what further action it should take. In that respect, Airservices can take any one or more of the following actions:

- (a) It can require the employee to undergo remedial training and/or counselling as appropriate to the circumstances of the case;
- (b) It can give the employee a written warning appropriate to the circumstances of the case;
- (c) It can set conditions with which the employee needs to comply;
- (d) It can reduce the employee in classification for a period of time or indefinitely;
- (e) It can terminate the employee's employment;
- (f) It can take such other step appropriate to the circumstances of the case.

(*This can involve giving the employee a show cause letter requesting the employee to show cause in writing why disciplinary action of any of the types mentioned in this sub-clause should not be taken)

- 72.5 Airservices is entitled to terminate employment without complying with the informal or formal processes described in this clause only if the employee has engaged in serious misconduct or in other conduct that warrants summary dismissal under the common law.

73. Stand down with pay

- 73.1 Without needing to comply with the principles of procedural fairness, Airservices can stand down an employee with pay, or set certain conditions in relation to the performance of work and conduct, for the purpose of:

- (a) conforming with regulations;
- (b) safety in the workplace, including the safety of other employees;
- (c) assessing the employee's fitness for duty;
- (d) investigating the employee's conduct or performance; or
- (e) because the employee was directly or indirectly involved in an accident or incident.

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

74. Fitness for duty

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

- 74.2 Employees are obliged to:

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

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

- (a) appropriate training;
- (b) modification of an employee's duties;
- (c) arranging for specialised counselling;

- (d) temporary transfer to different duties;
- (e) permanent transfer to another position at the same level; or
- (f) counselling of an employee's supervisor.

Referral to DAME

- 74.4 As soon as it appears that an employee's health could be substantially impaired, other than temporarily, or it affects an employee's ability to perform an employee's duties, Airservices may refer employees to a DAME.
- 74.5 Airservices may arrange for an employee to be examined by a DAME in circumstances where:
- (a) the employee has been absent from duty on account of illness for a continuous period of 4 weeks and employees could be substantially impaired, other than temporarily, in the ability to perform an employee's duties;
 - (b) the employee has been absent on account of illness for 13 weeks continuously;
 - (c) the employee has been absent on account of illness for a total of 13 weeks in any 26 week period;
 - (d) the employee presents a report from a registered medical practitioner indicating that the employee is unfit for duty and the prognosis is unfavourable.
- 74.6 If Airservices requires an employee to attend a DAME, before the examination Airservices must inform the employee of the:
- (a) time and place of the examination;
 - (b) purpose of the examination and the reason Airservices arranged it;
 - (c) employee's right to be provided with the information Airservices provides the DAME; and
 - (d) employee's right to submit information to the DAME.

Action resulting from examination

- 74.7 If Airservices requires an employee to attend a DAME, after the examination Airservices must inform the employee of the:
- (a) findings and recommendations of the DAME; and
 - (b) any action Airservices proposes to take as a result.
- 74.8 Action that Airservices may take as a result of an examination includes, but is not limited to:
- (a) no change to substantive employment conditions;
 - (b) redeployment at the same level in a different position;

- (c) redeployment at a lower level; or
- (d) termination of employment.

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

Physical fitness

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

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

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

75. 3-yearly medical examinations

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

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

75.3 Within 12 months from the commencement of this Agreement, Airservices will offer blood and urine tests, as part of the 3-yearly medical examinations, for the cancers listed (at the time this Agreement commences) in section 7 of the *Safety, Rehabilitation and Compensation Act 1988* (Cth), except for those tests that are not a reliable indicator of cancer. During the life of this Agreement, Airservices and employee representatives will examine appropriate additional medical blood testing of employees.

76. Notice of termination requirements

76.1 Airservices will comply with the notice of termination requirements of the Act. For permanent employees, the required notice periods, or pay in lieu of notice, depend on years of continuous service as follows:

- (a) less than 1 year of service: 1 week
- (b) between 1 and 3 years of service: 2 weeks
- (c) between 3 and 5 years of service: 3 weeks
- (d) more than 5 years of service: 4 weeks

76.2 If an employee is more than 45 years old and has more than 2 years of continuous service, that employee will receive an extra week of notice.

- 76.3 Permanent employees must provide Airservices with at least 2 weeks' notice of their resignation.
- 76.4 Where Airservices has given an employee notice of termination, the employee is entitled to 1 calendar day off without loss of pay for the purposes of seeking other employment. This time can be taken at the employee's convenience after consultation with us.
- 76.5 Airservices may terminate the employment of a casual employee by giving the employee 1 day of notice.
- 76.6 An employee is not entitled to notice if Airservices terminates the employee's employment for conduct which would justify summary dismissal at common law.
- 76.7 Any notice of termination shall be in writing, giving the appropriate period of notice and shall state the reasons for the termination and, if relevant, details of any counselling provided.

77. Abandonment of employment

- 77.1 An unapproved absence from work for a continuous period exceeding 5 working days without notification to us will be prima facie evidence that an employee has abandoned their employment.
- 77.2 Airservices will make all reasonable attempts to contact the employee over the 5 day period for an explanation concerning the employee's absence.
- 77.3 Where employees have abandoned their employment, the date of effect will be the date of the employee's last attendance at work, or the employee's last day of approved absence, whichever is later.

78. Training bond

- 78.1 Airservices and an employee may enter into a training bond agreement on commencement of employment. Any such agreement shall be enforceable according to the general law. The training bond agreement may be waived in exceptional circumstances.
- 78.2 Any dispute about a training bond agreement may be dealt with under the dispute resolution procedure set out at clause 20.

79. Redeployment and redundancy

- 79.1 This clause 79 does not apply to casual, fixed-term or probationary employees.
- 79.2 Where an employee's position has been made redundant, and the employee has received an offer from Airservices for reasonable alternative employment, the employee is not entitled to any benefits under this clause 79. Reasonable alternative employment means a position that is at the same remuneration level, requires similar skill and responsibility, and is in the same geographical location as the employee's redundant position.

Involuntary redundancy

- 79.3 If Airservices proposes to terminate an employee's employment by way of involuntary redundancy, Airservices will provide at least 3 months' notice, or pay in lieu of any unexpired portion of that notice, of the termination date.
- 79.4 Before terminating an employee's employment due to involuntary redundancy, Airservices must make all reasonable attempts to:
- (a) find suitable vacant positions for the employee;
 - (b) alert the employee to the suitable vacant positions; and
 - (c) where the employee applies for a suitable vacant position, redeploy that employee into the suitable vacancy by preferring the employee's application over other applications from people whose position with Airservices is not redundant.
- 79.5 Suitable vacant positions include positions the employee would be suited to after a reasonable period of training provided by Airservices.
- 79.6 Job-swapping between employees, including employees in different locations, may be arranged for employees who do not wish to be terminated and employees who have expressed interest in voluntary redundancy. Such job-swaps will be subject to Airservices' agreement considering the employees' suitability to perform the duties of the position either immediately or within a reasonable period of training.
- 79.7 If an employee whose position has been made redundant accepts a position with a lower salary, that employee will be entitled to maintain their pre-redundancy salary for 13 months (if the employee is aged over 45 or has more than 20 years of continuous service) or 7 months for all other employees.

Voluntary redundancy

- 79.8 If Airservices offers an employee a voluntary redundancy, that employee must be given 4 weeks to accept or decline the offer.
- 79.9 If Airservices terminates an employee's employment by way of voluntary redundancy, Airservices will provide 4 weeks' notice, or pay in lieu of notice before the employee's employment is terminated. If the employee is over 45 years of age and has at least 2 years of continuous service with Airservices, the period of notice, or pay in lieu, will be 5 weeks.

Severance pay

- 79.10 A severance payment made under this clause includes any redundancy payment to which the employee is entitled under the National Employment Standards.
- 79.11 If Airservices terminates an employee's employment by way of either voluntary or involuntary redundancy, Airservices will make a severance payment calculated in the following way:
- (a) 4 weeks' salary per year for the employee's first 5 years' of service; plus
 - (b) 3 weeks' salary per year of service thereafter; and
 - (c) the severance payment will be calculated on a pro rata basis for each completed month of service; and

(d) the maximum severance payment is 75 weeks' salary.

79.12 For the purposes of this clause 79, salary means an employee's base salary plus

- (a) a higher duties allowance where that allowance was paid to the employee for a continuous period of 12 months immediately preceding the date the employee is notified of their final day of employment; and
- (b) the average shift loading paid to the employee in the past 12 months where a shift loading was paid to the employee for at least half the pay periods in 12 months immediately preceding the date the employee is notified of their final day of employment; and
- (c) other allowances in the nature of salary ordinarily received by the employee.

79.13 For the purposes of this clause 79, service means continuous employment with Airservices and its predecessors, the Australian Public Service, the Australian Defence Forces and other employers specified under regulation 8 of the *Long Service Leave (Commonwealth Employees) Regulations*, excluding any period of service for which the employee has received a redundancy payment.

79.14 For the purposes of this clause 79, continuous employment means a period of employment with employers mentioned above that is not broken, or where there was a break in employment, the employee had received a firm offer of employment from the next employer before termination with the previous employer.

79.15 If an employee is required to transfer as a result of redundancy or redeployment, the employee is entitled to the benefits of clause 30.

79.16 An employee whose employment is terminated under this clause 79 while on a term transfer is entitled to the reimbursement of relocation expenses to the employee's home location on the same basis as the employee would have been on completion of the term transfer (see clause 30).

79.17 If an employee is entitled to be paid Early Retirement Benefit on age retirement, the employee will be paid those benefits when the employee receives benefits payable under clause 79.11.

Personal support

79.18 An employee who has been notified that their employment will be terminated due to redundancy is entitled to:

- (a) career counselling provided by Airservices;
- (b) at Airservices' discretion, leave to undertake training or education to support an alternative career;
- (c) the reimbursement of tuition fees and HECS charges incurred during the calendar year of the employee's termination date where the study commenced before termination;
- (d) reasonable leave with pay to attend employment interviews and reasonable travel expenses approved by Airservices; and

- (e) reimbursement of independent financial advice up to \$554 for advice regarding the employee's redundancy.

80. Subsidiaries

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

81. Early retirement benefit

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

PART F – CLASSIFICATIONS AND PAY

82. Progression

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

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

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

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

82.3 As an AFF1, employees will be assigned a fire station and day shift duties until sufficient location specific competency units have been achieved to partake in an operational position. The employee will continue studies toward the Certificate III in Public Safety (Fire Fighting

and Emergency Operations). Upon a minimum of 12 months of service at AFF1 level and the successful completion of all location specific competency units (and relevant PSTP Units), employees will progress to AFF2.

- 82.4 As an AFF2, employees will continue studies toward the Certificate III in Public Safety (Fire Fighting and Emergency Operations). Upon a minimum of 12 months of service at AFF2 and successful completion of all Certificate III units, employees will progress to LAFF.
- 82.5 After 12 months service as a LAFF, an employee may be selected by Airservices to undertake the Certificate IV in Public Safety (Fire Fighting Supervision). Airservices will select employees based on merit, including an assessment of operational skills and knowledge. After successful completion of the Certificate IV in Public Safety (Fire Fighting Supervision), and at least three years as an LAFF, the employee will progress to the classification of Sub Station Officer.
- 82.6 On successful completion of a Diploma in Public Safety (Fire Fighting Management), employees will be qualified for promotion to SO, subject to position availability. Appointments will be on the basis of merit in accordance with clause 69 of this Agreement. SSOs will also receive ongoing coaching and development to facilitate progression towards being deemed suitable to perform second in command functions as part of an operational crew.
- 82.7 Subject to suitability, SOs and FCs will be encouraged to continue studies toward an Advanced Diploma in Public Safety (Fire Fighting Management). On successful completion of all competency units, employees will be qualified for promotion to the positions above FC. Appointments will be on the basis of merit in accordance with clause 69 of this Agreement.
- 82.8 Failure to achieve the required public safety training qualifications and competencies will result in the deferral or curtailment of progression until met.
- 82.9 A reduction in classification may only occur after a performance and disciplinary process has been undertaken in accordance with clause 72 of this Agreement.

83. Work level descriptors

- 83.1 Employees at all classifications will carry out the functions and other duties ancillary to their role within the limit of their competencies, skills and experience to assist in improving the overall effectiveness of the team and fire station they are working at.
- 83.2 AFF1s will complete all location specific competencies (including any related Certificate III module requirements) appropriate to the fire station they work at. AFF1s will form part of a team and as a team member use their skills to assist in improving the overall effectiveness of the team and fire station.
- 83.3 AFF2s will have completed all location specific competencies appropriate to the fire station and will continue Certificate III studies through to completion. AFF2s will form part of a team and as a team member use their skills to assist in improving the overall effectiveness of the team and fire station.
- 83.4 LAFFs will hold the qualification of Certificate III in Public Safety (Fire Fighting and Emergency Operations) and will carry out all the functions associated with those competencies and training received. LAFFs will form part of a team and as a team member use their skills to assist in improving the overall effectiveness of the team and fire station.

- 83.5 SSOs will hold the qualification of Certificate IV in Public Safety (Fire Fighting and Emergency Operations) incorporating supervisory units and will carry out all the functions associated with those competencies and training received. SSOs will form part of a team and as a team member use their skills to assist in improving the overall effectiveness of the team and fire station.
- 83.6 SOs will take charge of a team or portion of a team of fire fighters and as a first line supervisor be responsible for the operational effectiveness and administrative functioning of the team. SOs will carry out the functions associated with the competencies they hold and have been trained for, including those of FC if requested. SOs will use their skills to develop all team members and improve the overall effectiveness of the team and fire station.
- 83.7 FCs will take charge of a team of fire fighters and as a supervisor be responsible for the operational effectiveness and administrative functioning of the team. At category 5 fire stations, FCs may be responsible as the local operations manager. FCs will provide managerial, administrative and operational support to the local operations manager.

84. Superannuation

Members of an accumulation scheme

- 84.1 Airservices will contribute to employees' default or chosen superannuation fund at the rate of 14% of the employees' base salary. For this purpose, base salary includes any:
- (a) higher duties allowance;
 - (b) category allowance; or
 - (c) portfolio allowance.
- 84.2 To select a fund, employees must select a fund that is an Eligible Choice Fund in accordance with the Choice of Fund Rules at the time of the selection.
- 84.3 If an employee does not select a fund in accordance with clause 84.2 above, Airservices will make contributions to its default fund, the Accumulation Division of AvSuper.

Members of defined benefit schemes

- 84.4 For members of a defined benefit scheme, superannuation arrangements will continue in accordance with the relevant trust deed or legislation.
- 84.5 For members of AvSuper's Defined Benefit Division, the CSS or the PSS, in the first full pay period following 1 June each year, Airservices will make an additional superannuation contribution of 1.5% of the employee's superannuation salary to an accumulation fund nominated by the employee in accordance with clause 84.2.
- 84.6 For the purposes of clause 84.5, an employee's superannuation salary is the employee's superannuation salary as determined in accordance with the rules of the relevant defined benefit scheme.

85. Salary sacrifice

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

86. Overpayments

- 86.1 Overpayments by Airservices to an employee of an entitlement under this Agreement is repayable by the employee as soon as practicable, subject to reasonable arrangements being agreed between the employee and Airservices.
- 86.2 Where Airservices has overpaid an amount to an employee and the employee has not repaid that amount prior to ceasing employment, Airservices may (with the employee's written authorisation) deduct the amount (or part of the amount) from any final monies owing to the employee.

87. Salary

- 87.1 Airservices will pay employees' annual base salary as set out in the table below. Pay increases will come into effect in the first full pay period following the times set out below.
- 87.2 Airservices will pay salary each fortnight into an account nominated by each employee.

	From commencement (3% increase)	1 year after commencement (2% increase)	2 years after commencement (1% increase)
Recruit	\$41,005	\$41,825	\$42,244
AFF1	\$63,010	\$64,270	\$64,913
AFF2	\$72,463	\$73,912	\$74,651
LAFF	\$89,982	\$91,781	\$92,699
SSO	\$95,145	\$97,048	\$98,019
SO	\$104,822	\$106,919	\$107,988
FC	\$113,095	\$115,357	\$116,511

SIGNED FOR AND ON BEHALF of
AIRSERVICES AUSTRALIA:

Signature


JASON HARFIELD

Name

CHIEF EXECUTIVE OFFICER

Position

In the presence of:



Name: KAREN AVIS

Dated: 13 August 2018

25 CONSTITUTION AVE

CANBERRA ACT 2600

Address

13 August 2018

Date

SIGNED FOR AND ON BEHALF of
UNITED FIRE FIGHTERS UNION OF
AUSTRALIA, AVIATION BRANCH:

Signature



MARK VON NIDA

Name

BRANCH SECRETARY UFW

Position

In the presence of:



Name: ROBERT SKELTON

Dated: 10/08/2018

16 PEEL ST SOUTH BRISBAIE

Address

10/08/2018

Date

IN THE FAIR WORK COMMISSION

FWC Matter No.: AD2018/3721

Applicant:

Airservices Australia

UNDERTAKING – SECTION 190

Airservices Australia provides the following undertaking under section 190 of the *Fair Work Act 2009* (Cth) with respect to the *Airservices Australia (Aviation Rescue and Fire Fighting) Enterprise Agreement 2018-2021* (the **Agreement**):

Airservices Australia undertakes that, if casual employees are employed by Airservices during the life of the Agreement and those casual employees are required to work on Sundays, Airservices undertakes to:

- a) at the end of roster cycle, reconcile the difference between what the relevant employee would have been paid under the Award for work performed on a Sunday as compared with what the employee will be paid for work performed on a Sunday under the Agreement; and*
- b) if during a roster cycle there is any shortfall between what is paid to the casual employee under the Agreement for work performed on a Sunday and what would have been paid to the casual employee under the Award for that same work, pay the employee that shortfall plus \$5.00.*

Signed for and on behalf of Airservices Australia:



Signature

Name: Stephen Jenkins-Flint

Office held: Employee Relations Lawyer

Address: GPO Box 367, Canberra ACT 2601

Date: 30 November 2018