



Australian Government
Civil Aviation Safety Authority

CIVIL AVIATION SAFETY AUTHORITY
Enterprise Agreement 2023–2026

February 2024

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PART A – PURPOSE

1. Purpose of this Agreement

- 1.1. This Agreement deals comprehensively with the terms and conditions of employment in CASA for employees covered by this Agreement.

PART B – TECHNICAL MATTERS

2. Title of this Agreement

- 2.1. This Agreement will be known as the “Civil Aviation Safety Authority Enterprise Agreement 2023-2026” and is made pursuant to section 172 of the FW Act.

3. Persons covered by this Agreement

- 3.1. This Agreement covers:

- 3.1.1. the CEO/DAS, for and on behalf of the Commonwealth of Australia as the employer;
- 3.1.2. all employees in CASA employed under the *Civil Aviation Act 1988* other than:
 - 3.1.2.1. the occupant of the Director of Aviation Safety under the *Civil Aviation Act 1988*;
 - 3.1.2.2. CASA managers classified as Senior Managers or Medical Officers as prescribed by a determination of the Director or employees engaged under a common law contract;
 - 3.1.2.3. persons who are providing service to or within CASA (under a contract for services) but who are employed or paid by a person or body other than CASA; and
 - 3.1.2.4. invigilators engaged by CASA from time to time.
- 3.1.3. subject to notice being given in accordance with section 183 of the Fair Work Act 2009, and the following employee organisations which were a bargaining representative for this Agreement:
 - 3.1.3.1. Australian Federation of Air Pilots (AFAP)
 - 3.1.3.2. Australian Licensed Aircraft Engineers Association (ALAEA)
 - 3.1.3.3. Community and Public Sector Union (CPSU)
 - 3.1.3.4. Association of Professional Engineers, Scientists and Managers Australia (APESMA – Professionals Australia).

4. Period of operation

- 4.1. This Agreement will commence operation on the seventh day after the date on which FWC approves this Agreement. The nominal expiry date will be 16 November 2026.

5. Delegations

- 5.1. The CEO/DAS may delegate to or authorise any person to perform any or all of their powers and functions under this Agreement, including this power of delegation, and may do so subject to conditions.

6. Definitions

6.1. For the purpose of this Agreement, unless the contrary intention appears:

Award means the *Australian Government Industry Award 2016* (or its successor) as varied from time to time.

CASA means the Civil Aviation Safety Authority.

The CASA capability framework describes the core capabilities that our employees need for CASA to achieve its outcomes in an increasingly complex and changing environment. The core capabilities are aligned to our Values, Work Level Standards and Training Pathways.

CASA employment means continuous service with:

- i. CASA and its predecessors;
- ii. Australian Public Service;
- iii. Parliamentary Service (Commonwealth);
- iv. Australian Defence Forces; and/or
- v. Commonwealth authorities and bodies including those specified under regulation 8 of the *Long Service Leave (Commonwealth Employees) Regulation 2016*.

CASA values mean those values set out in the *Values and Code of Conduct Directive*.

CEO/DAS means the Chief Executive Officer and Director of Aviation Safety, the occupant of the office of Director of Aviation Safety appointed under section 74 of the *Civil Aviation Act 1988*.

Child means a biological child, adopted child, foster child, stepchild, or ward.

CTM means Certificate Team Manager

De facto partner means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

Delegate means someone to whom a power or function has been delegated.

Dependant means the employee's spouse, or defacto partner, a child, a parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent upon the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Employee means a person employed by CASA under the *Civil Aviation Act 1988* on a full time or part time basis, regardless of whether they are permanent employees, fixed term employees or casual employees.

Employee representative means:

- i. an official, officer or employee of a registered union or industrial association; or
- ii. a workplace representative of a registered union or industrial association; or
- iii. other representative(s) chosen or otherwise nominated by the employee(s) in a workplace to represent employee views to CASA.

Employer means CASA as represented by the CEO/DAS.

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Family and domestic violence has the same meaning as in section 106B(2) of the FW Act.

FOI means Flying Operations Inspector.

FTE means Flight Training Examiner.

FWC means the Fair Work Commission.

FW Act means the *Fair Work Act 2009*.

Household member means any person who lives with the employee.

Immediate family means:

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

LSL Act means the *Long Service Leave Act 1976*.

Manager means a manager or delegate who is an employee with operational responsibility for managing other employee/s.

National Employment Standards means the standards set out in Part 2–2 of the FW Act.

Overtime barrier refers to the classification level above which an employee would not be eligible to receive overtime payments or similar allowances for working beyond the ordinary hours of work. The classification level for this purpose in CASA is the Corporate Services Level 3 (**CSL3**) or equivalent level. Classifications with a minimum salary point greater than the salary at CSL3 Pay Point G are above the overtime barrier.

Partner means a spouse or de facto partner.

Primary caregiver means a pregnant employee with an entitlement to paid or unpaid leave under clause 64, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

PS means Professional Services.

Secondary caregiver means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

Settlement Period means the four-week period, commencing every second payday, for flexitime purposes.

Service has the same meaning as defined in s22 of the FW Act

Spouse includes a former spouse, a de facto spouse or a former de facto spouse of the employee, including same gender relationships which are based on a genuine domestic arrangement.

Work level standards describe work value and the essential characteristics of work to be performed at each CASA classification level. They are a statement of the broad job requirements, key duties and responsibilities, the knowledge and skill required of the role.

Year/s unless otherwise specified means calendar year/s.

7. Closed comprehensive agreement (Relationship to policies, procedures and guidelines)

- 7.1. This Agreement states the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 7.2. This Agreement will be supported by policies, procedures and guidelines, as implemented and varied from time to time following a consultation period as set out in clause 72.
- 7.3. Policies, procedures and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies, procedures and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.

8. NES Precedence

- 8.1. The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an employee of CASA in any respect when compared with the NES.

9. Dispute settlement procedures

- 9.1. If a dispute relates to:

- 9.1.1. a matter arising under the Agreement; or,
- 9.1.2. the National Employment Standards (the NES);

this term sets out procedures to settle the dispute.

- 9.2. An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
- 9.3. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 9.4. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant supervisors. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 9.5. If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 9.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 9.6. The Fair Work Commission may deal with the dispute in 2 stages:
 - 9.6.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 9.6.2. if the Fair Work Commission is unable to resolve the dispute at the first

stage, the Fair Work Commission may then:

- 9.6.2.1. arbitrate the dispute; and
- 9.6.2.2. make a determination that is binding on the parties.

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

9.7. While the parties are attempting to resolve the dispute using the procedures in this term:

- 9.7.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at CASA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- 9.7.2. subject to clause 9.7.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 9.7.2.1. the work is not safe; or
 - 9.7.2.2. applicable work health and safety legislation would not permit the work to be performed; or
 - 9.7.2.3. the work is not appropriate for the employee to perform; or
 - 9.7.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.

9.8. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

9.9. Any disputes arising under the CASA Enterprise Agreement 2016-2019 or the National Employment Standards that were formally notified under clause 8 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

9.10. Leave of absence to attend proceedings

- 9.10.1. Where the provisions of clauses 9.1 to 9.5 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 9.3, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 9.5.

PART C – REMUNERATION AND RELATED MATTERS

10. Salary increases

10.1. The following salary increases will be paid under this Agreement:

10.1.1. 4.0% from 17 November 2023 to employees employed by CASA on the date of commencement of this Agreement subject to the following:

10.1.1.1. employees who are covered by clause 10.1.1 and who commenced employment on or after 17 November 2023 will have their salary increased from their date of commencement with CASA.

10.1.2. 3.8% from 17 November 2024; and

10.1.3. 3.4% from 17 November 2025.

11. Salary management

11.1. Salaries

11.1.1. The rates of salary applying to employees under this Agreement are set out at Schedule A – Classifications and Salary Levels.

11.2. Payment of salaries

11.2.1. Salaries of CASA employees will be paid fortnightly in arrears by electronic funds transfer, into an account nominated by the employee, no later than the Thursday after the pay period ends, or as otherwise agreed between the parties to this Agreement from time to time.

11.3. Overpayment or underpayment of salary

11.3.1. An overpayment occurs if CASA provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).

11.3.2. Where CASA considers that an overpayment has occurred, CASA will provide the employee with notice in writing. The notice will provide details of the overpayment.

11.3.3. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise CASA in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.

11.3.4. If after considering the employee's response (if any), CASA confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to CASA in full by the employee.

11.3.5. CASA and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's financial circumstances and any potential hardship to the employee. The arrangement will be documented in writing.

11.3.6. CASA and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.

11.3.7. Interest will not be charged on overpayments.

11.4. Nothing in clause 11.3 prevents:

11.4.1. CASA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;

11.4.2. CASA from pursuing recovery of the debt through other available legal avenues; or

11.4.3. the employee or CASA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

11.5. Where an employee has been underpaid salary or allowances, CASA will correct the situation as quickly as possible.

12. Individual Flexibility Arrangements (IFAs)

12.1. The CEO/DAS and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

12.1.1. the Agreement deals with one or more of the following matters:

12.1.1.1. arrangements about when work is performed

12.1.1.2. overtime rates

12.1.1.3. penalty rates

12.1.1.4. allowances

12.1.1.5. remuneration; and

12.1.1.6. leave; and

12.1.2. the arrangement meets the genuine needs of CASA and employee in relation to one or more of the matters mentioned in sub-clause 12.1.1; and

12.1.3. the arrangement is genuinely agreed to by CASA and employee.

12.2. CASA must ensure that the terms of the individual flexibility arrangement:

12.2.1. are about permitted matters under section 172 of the *Fair Work Act 2009*;

12.2.2. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

12.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.

12.3. CASA must ensure that the individual flexibility arrangement:

12.3.1. is in writing;

12.3.2. includes the name of CASA and employee;

12.3.3. is signed by CASA and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

12.3.4. includes details of:

12.3.4.1. the terms of the enterprise agreement that will be varied by the arrangement;

12.3.4.2. how the arrangement will vary the effect of the terms;

12.3.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

12.3.4.4. states the day on which the arrangement commences.

12.4. CASA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

12.5. CASA or employee may terminate the individual flexibility arrangement:

12.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or

12.5.2. if CASA and employee agree in writing – at any time.

12.6. CASA and employee are to review the individual flexibility arrangement at least every 12 months.

13. Salary on commencement and promotion

13.1. Where an employee is engaged, moves to or is promoted in CASA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the delegate determines a higher salary within the relevant salary range under these provisions.

13.2. The delegate may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.

13.3. In determining a salary under these provisions, the delegate will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.

13.4. Where an employee commences ongoing employment in CASA immediately following a period of fixed term employment in CASA for a fixed term or task, the delegate will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a fixed term employee in CASA.

13.5. Where an employee commences ongoing employment in CASA immediately following a period of casual employment in CASA, the delegate will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in CASA.

13.6. Where an employee moves to CASA at level from another Commonwealth agency, and their salary is above the maximum of the salary range for their classification, the delegate will maintain the employee's salary at that level, until it is absorbed into the salary range for that

classification.

13.7. Where the delegate determines that an employee's salary has been incorrectly set, the delegate may determine the correct salary and the date of effect.

13.8. Subject to clause 14, where an employee is promoted to a higher level position from CASA and had, prior to the promotion, attained a pay point above the minimum point with the previous 12 months for the new classification, the employee will retain the higher salary point.

14. Higher duties

14.1. Where an employee is requested to work at a higher level for 10 continuous working days or more, the employee will be paid at the higher level for the duration of the higher-level work.

14.2. Each period of performance of higher duties will stand alone for the purposes of calculating an employee's entitlement to payment at the higher level.

14.3. Vacancies of greater than 6 months involving temporary reassignment at a higher level may be advertised internally.

14.4. An employee will continue to be paid higher duties allowance while on paid leave.

14.5. Higher duties for less than 10 working days

14.5.1. CASA may require an employee to work at a higher level for less than 10 continuous working days without payment of higher duties allowance for the period.

14.5.2. however, performance of higher duties should not be "artificially" terminated (including through performance of higher duties on a rotational basis) in order to avoid payment of higher duties allowance.

14.6. Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job-sharing arrangement where the duration of the arrangement is at least 2 working weeks.

14.7. Employee's right to reasonably refuse higher duties

14.7.1. An employee may be excused from a requirement to work at a higher level for the following reasons:

14.7.1.1. personal reasons/circumstances;

14.7.1.2. work/life responsibilities; and/or

14.7.1.3. skill/competency concerns.

15. Salary packaging

15.1. On the basis that no cost is incurred by or responsibility accorded to CASA, and subject to law, all employees, other than casual employees with less than 12 months' service, may salary package up to 100% of their available salary (salary less mandatory deductions).

15.2. The following items may be salary packaged:

15.2.1.1. superannuation payments;

15.2.1.2. FBT exempt items;

15.2.1.3. novated lease motor vehicles and associated running costs (fuel cards and maintenance); and

15.2.1.4. other items prescribed in the CASA Remuneration Procedure

15.3. The arrangements for salary packaging of eligible Superannuation payments will continue to be administered at no cost through the CASA payroll system.

16. Superannuation

16.1. Superannuation contributions

- 16.1.1. CASA will make compulsory employer superannuation contributions as required by applicable legislation and relevant fund requirements.
- 16.1.2. Any salary packaging arrangements for an employee will not change their salary for superannuation purposes.
- 16.1.3. CASA will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer using a file generated by CASA's payroll system.

16.2. Superannuation choice

- 16.2.1. CASA will offer to eligible employees choice of superannuation fund as required under the *Superannuation Guarantee (Administration) Act 1992*.
- 16.2.2. If an employee does not choose a superannuation fund, CASA will make superannuation contributions to:
 - 16.2.2.1. if the employee has a stapled fund, that fund; and
 - 16.2.2.2. in any other case the PSSap.

16.3. Employer superannuation contributions to accumulation funds

- 16.3.1. For employees who are member of the PSSap Scheme, or another accumulation fund CASA will make employer superannuation contributions at the rate required by the PSSap fund.

16.4. Defined benefit superannuation funds

- 16.4.1. For those employees who are eligible to contribute to the following defined benefit funds, CASA will make contributions in accordance with the contribution requirements of those funds:
 - 16.4.1.1. Public Sector Superannuation Scheme (PSSdb);
 - 16.4.1.2. Commonwealth Superannuation Scheme; or
 - 16.4.1.3. AvSuper Defined Benefits Division or any relevant successor fund.

17. Classification structure

17.1. Employees covered by this Agreement will work in 1 of the following classification streams:

- 17.1.1. Corporate Services – comprising all administrative and non-operational classifications.
- 17.1.2. Aviation Safety Regulator and Flying Operations – comprising all operational classifications that undertake the majority of operational work in CASA.

17.1.3. Professional Services – comprising any classification that is a professional role that does not readily fit into the corporate or the operational stream.

17.1.4. Certificate Team Manager – comprises team managers who oversight inspectorate duties within a multi-discipline certificate management team and unless otherwise approved, this structure will only apply to CTMs responsible to National Office roles.

17.2. The classification structure, including details of any broad bands included in that structure, is set out at Schedule A.

18. Pay Point Progression

18.1. An employee will progress 1 pay point on 1 October each year where the employee:

18.1.1. is not already at the top pay point for their classification;

18.1.2. has been at their existing pay point from 1 January to 30 June inclusive in the past financial year; and

18.1.3. has been assessed in the previous financial year as at least “on target, meets expectations” for the PACS performance assessment.

18.2. Where an employee is on higher duties, or has performed higher duties for a period of 12 months or more, the employee will advance 1 pay point for any future higher duties at that level where the employee:

18.2.1. is not already being paid at the top salary point for the acting level;

18.2.2. has been assessed as being at least “on target”; and

18.2.3. is continuing on higher duties beyond the 1 October advance and has been at their existing increment in the higher level for at least 6 months; or

18.2.4. has been on higher duties at their existing increment in the higher level for a combined period of at least 12 months over the previous 24 months.

18.3. Eligible service for salary progression will include:

18.3.1. one increment during periods of paid and unpaid Parental leave; and

18.3.2. service while employed on a fixed term basis.

18.4. An employee generally may not advance to a higher salary point where they do not have a performance agreement covering the previous assessment period. However, if the employee has been unable to enter into a performance agreement for an assessment period through no fault of their own, they will not be disadvantaged and the employee’s eligibility for pay point progression for that assessment period will be considered.

19. Attainment Point Progression

19.1. An attainment point is a hard barrier within a salary classification level that denotes a significant change in work value within that classification level. Movement through an attainment point by an employee requires the successful demonstration of a number of criteria.

19.2. For an employee to move through an attainment point, the delegate must be satisfied that the following criteria has been met:

- 19.2.1. there must be a role or sufficient higher level work available to justify payment of the employee at the higher level; and
 - 19.2.2. the employee must have been assessed as capable of working at the higher level pursuant to the Work Level Standards and the CASA Capability Framework.
- 19.3. In instances where there is no role or insufficient higher level work available to justify advancement of all eligible employees within a work unit beyond an attainment point, the employees who are assessed by CASA as having the highest merit through CASA's merit selection process will be advanced to perform the available ongoing work at the higher level.
- 19.4. Further information is available in the Remuneration Procedures.

PART D – HOW WE WORK

20. Integrity and Transparency

- 20.1. CASA understands that procedural fairness is essential in building and maintaining trust with its employees, and that it requires fair and impartial processes for employees affected by CASA decisions.
- 20.2. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with CASA's Values and Code of Conduct Directive.
- 20.3. Employees can, during their ordinary work hours, take time to:
 - 20.3.1. access an ethics advisory service or another similar service provided by a professional association such as a law society or in CASA; and
 - 20.3.2. attend CASA mandated training about integrity.

21. Respect at Work

- 21.1. CASA values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. CASA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 21.2. CASA recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.
- 21.3. CASA will consult with employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

22. Performance Agreements

- 22.1. All employees covered by this Agreement will participate in CASA's Performance and Communication Scheme (PACS).
- 22.2. PACS will provide a framework for employees and their supervisors to establish an annual performance agreement based on:
 - 22.2.1. mutual accountability for the development and progress of PACS
 - 22.2.2. the development of performance agreements containing performance standards and measures that are clearly defined for the employee's role, are realistic and within the control of the employee
 - 22.2.3. identification and discussion of learning and development opportunities and establishment of a plan to meet the needs of the employee and CASA

- 22.2.4. regular and objective two-way feedback, performance improvement and active management of performance issues; and
- 22.2.5. expected behaviours aligned to CASA's values and code of conduct.
- 22.3. Pay point advancement under PACS and in accordance with clause 18.1 will occur on 1 October of the relevant year.
- 22.4. Further information is available in the Performance and Development Procedures.
- 23. Managing underperformance.**
- 23.1. The provisions of this clause apply to all permanent employees who are not serving a period of probation and fixed term employees with greater than 12 months continuous service.
- 23.2. The managing underperformance process will not apply where the cause of an employee's under-performance is due to personal illness or injury except in the circumstance of unauthorised and/or excessive absenteeism.
- 23.3. Where an employee's performance has fallen below the level required for the duties outlined in their position description, the relevant work level standard for the employee's classification or set out in the employee's annual performance agreement the employee's performance will be managed.
- 23.4. Informal discussion and counselling - before any formal action is taken, the manager will consider appropriate plans and/or action to overcome identified problems.
- 23.5. Despite clause 23.4, if in the opinion of the manager the performance problem to be addressed is of a serious nature, the manager may initiate a formal counselling process in the first instance.
- 23.6. Formal counselling is appropriate where informal discussions and counselling with the employee have not resolved the under-performance, or the issues are of a serious nature. The employee may request the support of an employee representative or support person as required.
- 23.7. Final assessment and recommendation – at the end of the assessment period, the manager will advise the Delegate whether the employee has reached a satisfactory standard of work. Where the employee is assessed as not meeting the required performance expectations during the assessment period, the Delegate may:
 - 23.7.1. reduce the employee by 1 or more increments;
 - 23.7.2. reduce the employee's classification level;
 - 23.7.3. reassign the duties of the employee; or
 - 23.7.4. terminate the employment of the employee.
- 23.8. Where the Delegate is considering any of the options specified in clause 23.7 the employee will be provided with an opportunity to respond to these proposed actions. The Delegate, having considered any response made by the employee, may take the action already indicated, take alternate action based on another option provided in clause 23.7 or determine that no further action as identified under clause 23.7 is required.
- 23.9. Further information is available in the Performance and Development Procedures.

24. Development and Training

- 24.1. CASA recognises the importance of fostering individual and team growth, improving skills and knowledge, and enhancing CASA's effectiveness through development and training.
- 24.2. In accordance with sub-clause 22.2.3 all employees will develop a development and training plan with their manager as part of the annual PACS cycle.
- 24.3. Access
 - 24.3.1. CASA shall provide all employees with equitable access to opportunities for professional development, learning and training activities that align with business needs.
 - 24.3.2. Employees are encouraged to participate in professional development, learning and training activities annually, as agreed upon in consultation with their managers and in accordance with organisational needs.
- 24.4. Technical recurrency training
 - 24.4.1. To ensure maintenance of skills and development of further technical knowledge as the Aviation industry changes, CASA will develop and implement training programs in consultation with the Technical Consultative Committee (TCC).
 - 24.4.2. This commitment is separate and distinct to the provision of FOI Currency Training at clause 88.
 - 24.4.3. Mutually agreed training will be made available through CASA or a third party where appropriate in accordance with a program specified for each group/individual.
 - 24.4.4. CASA will establish and maintain an inspectorate 'competency register' to provide clear visibility for all CASA Managers of the technical training and experience that each ASR, FOI, FTE or CTM has completed in order to make more informed decisions on workload allocation.
 - 24.4.5. The maintenance and availability of training programs will be a standing item for quarterly consultation at Technical Consultative Committee meetings.
- 24.5. Professional Association Membership
 - 24.5.1. CASA will pay for or reimburse employees for professional association membership and accreditation costs where such membership is related to the duties undertaken by the employee and is limited to one (1) paid membership per employee per year. CASA will not select or encourage a preferred provider.
 - 24.5.2. Payment and reimbursement for professional association memberships is subject to approval by CASA.
- 24.6. Mandatory Qualifications
 - 24.6.1. For employees required by CASA to hold mandatory qualifications as specified in their position description or directly related to the duties undertaken in their current role:
 - 24.6.1.1. CASA will provide access to relevant opportunities for maintaining and enhancing their qualifications

24.6.1.2. upon application, CASA will reimburse reasonable costs associated with continuing professional development necessary for the maintenance of mandatory qualifications.

24.7. Reviewing, Reporting and Records

24.7.1. CASA shall review and assess the effectiveness of its professional development and learning programs not less frequently than 12 months after the commencement of this Agreement, to ensure alignment with organisational goals and employee needs.

24.7.2. The TCC will report regularly to the WRG on the delivery of development and technical training for employees.

24.7.3. Employees are responsible for maintaining an accurate record of their external development and training undertaken in CASA's Learning Management System (CLASS).

24.8. First Nations cultural competency training

24.8.1. In collaboration with Reconciliation Australia, CASA has developed its *Reconciliation Action Plan July 2023 – June 2026 (the RAP)*.

24.8.2. This RAP includes a number of deliverables including First Nations cultural competency training for CASA employees. The RAP is not incorporated into and does not form part of this Agreement.

PART E – EMPLOYMENT ARRANGEMENTS

25. Employee responsibilities and duties

25.1. CASA may direct an employee to carry out any duties that are within the limits of the employee's skill, competence and training.

26. Transfers

26.1. CASA may transfer employees to a job at the same classification level on either a permanent or temporary basis for the purpose of operational efficiency, development of the employee, for equal employment opportunity reasons, for placement of a potentially excess employee or as the result of a selection exercise.

26.2. Where the transfer of an employee at CASA's initiative requires the employee to move to a new locality, the employee will be entitled to assistance as outlined in the Relocation Payment provision of this Agreement at clause 44.

26.3. For the purposes of Clause 26, a permanent transfer is one that is for a period of more than 12 months.

26.4. A compulsory transfer is where an employee is transferred and required to relocate to continue their original duties as a result of a CASA decision to relocate a function. In such circumstances employees shall be subject to clause 86 should they choose not to move with the position.

26.5. An employee is not entitled to any relocation payment set out at the Relocation Payment provision of this Agreement if they were advised on commencement of that job that the relocation was scheduled.

27. Recruitment

27.1. CASA will make recruitment and selection decisions based on merit and the requirements for the position. Further information is available in the CASA Recruitment and Selection Directive and Recruitment and Selection Manual.

28. Probation

28.1. Employees will undertake a probationary period of 6 months (12 months for FOIs or FTEs) immediately following commencement of employment unless otherwise specified in writing to the employee at commencement of employment.

28.2. An employee's probationary period (with the exception of the FOIs' or FTEs' extended probationary period) may be extended by agreement with the employee. The maximum period of extension shall be no more than 6 months.

28.3. Subject to clause 85.1, an employee's employment may be terminated by CASA at any time during the probationary period with at least 1 weeks' notice, pay in lieu of notice, or a combination of notice and pay in lieu of notice, unless the employee's employment is terminated for serious misconduct, in which case their employment may be terminated without notice.

28.4. Nothing in clause 28 qualifies or restricts the rights and obligations the parties may have under Part 3–2 of the FW Act.

29. Employment Types

29.1. Permanent employment

- 29.1.1. Permanent employment is where an employee is employed by CASA on an ongoing and continuing basis. Permanent employees may be employed on a full time or part time basis.

29.2. Fixed term employment

- 29.2.1. Fixed term employment is where an employee is employed by CASA for a specified term or to complete a specified task or project.
- 29.2.2. The employment of a fixed term employee ends on expiry of the period or on completion of the specified task or project, unless terminated earlier by CASA or the employee.

29.3. The duration of a fixed term employee's employment is limited by the provisions of the FW Act and Regulations.

- 29.3.1. Fixed term employees may be employed on a full time or part time basis.
- 29.3.2. Where a fixed term employee is engaged as a permanent employee without a break in service, the period of fixed term employment will count as service.

29.4. Casual employment

- 29.4.1. A person is a casual employee if CASA:
 - 29.4.1.1. makes an offer of employment to the person on the basis that CASA makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
 - 29.4.1.2. the person accepts the offer on that basis; and the person is an employee as a result of that acceptance.
- 29.4.2. Casual employees are engaged by the hour with a minimum of 3 hours for each engagement and will be paid a loading of 25 per cent in lieu of paid leave entitlements (other than long service leave provided for in legislation) and public holidays not worked.

29.5. Job security

- 29.5.1. CASA recognises the usual basis for engagement is permanent employment and will regularly review fixed term and casual arrangements to ensure a fair and efficient approach to supporting permanent employment as the usual form.
- 29.5.2. CASA will report workforce composition information to the Workplace Relations Group as a standing agenda item.

30. Part time employment

30.1. A part time employee is an employee whose ordinary hours of work are less than for a full-time employee.

30.2. A part time employee may be engaged on a permanent or specified term basis.

30.3. A part time employee will have a minimum engagement of 3 hours per day unless the employee otherwise requests, and their manager has agreed to this.

30.4. Part time employees will receive salary, terms and conditions of employment on a pro-rata basis based on a full-time employee of the same classification.

30.5. Pro-rating does not apply to expense related allowances and reimbursements which will be paid at the full amount.

30.6. Long service leave will be provided in accordance with the LSL Act.

31. Full time to Part time employment

31.1. A full-time employee may request conversion to part time employment as provided for in clause 30 by submitting a Change of Hours application to the delegate for consideration. Consideration of such requests will take account of operational requirements and the circumstances of the individual.

31.2. The part time work agreement may be varied by agreement between the employee and CASA.

31.3. The employee or CASA may initiate a review of the part time work arrangements, including whether the part time work is to continue, as long as at least 4 weeks' notice is provided to the other party. Where agreement cannot be reached on new part time work arrangements, CASA will determine whether the existing part time arrangements will continue for the originally agreed period, or the employee is to return to full time arrangements.

31.4. CASA may create a part time position or convert a full-time position to part time.

31.5. Where CASA proposes to convert a full-time position to part time it will consult with the employee and their nominated representative (where appropriate) in accordance with the consultation provisions at clause 72.

31.6. Further information is available in the CASA Flexible Working Arrangements Procedure.

PART F – HOURS OF WORK AND PENALTY PAYMENTS

32. Hours of Work

32.1. Ordinary hours of work

32.1.1. Ordinary hours of work is the number of hours on which an employee's normal fortnightly salary is based, excluding any overtime that may be worked. Ordinary hours are used as the basis for determining an employee's normal pattern of hours, flextime credits and debits and the accrual of leave credits.

32.1.2. Ordinary hours of work for full time employees under this Agreement are 7 hours and 30 minutes per day or 37 hours 30 minutes per week.

32.2. Standard day

32.2.1. The standard day provides the basis for the flextime system and for deduction of leave credits.

32.2.2. The standard day for full time employees is 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm.

32.2.3. The standard day for part time employees is as specified in their part time agreements.

32.3. Span of hours

32.3.1. The span of hours provides the boundaries within which ordinary hours of work may be worked.

32.3.2. The span of hours is 7.00 am to 7.00 pm, Monday to Friday for all employees.

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

33. Meal breaks

33.1. All employees must not work for more than 5 consecutive hours without a break of at least 30 minutes.

34. Working hours for Corporate Services Level 4 (CSL4) or above employees or equivalent.

34.1. Employees at the CSL4 and above or equivalent level are expected to work reasonable additional hours beyond the ordinary hours of work, which may include work on weekends or outside the span of hours. Working additional hours should be regarded as the exception rather than the rule and where additional hours are worked, they will be compensated under the terms specified in this Agreement subject to sub-clauses 34.2 to 34.8.

34.2. Consistent with s62 (3) of the FW Act, employees may refuse to work unreasonable additional hours.

- 34.3. CSL4 or above employees or equivalent seeking to access time off in lieu (TOIL) are required to keep records of their additional working hours using a method as determined by CASA.
- 34.4. A manager is to grant TOIL in recognition of reasonable additional hours required by CASA and worked by the employee. TOIL granted to employees can be taken as whole or part days. In determining the amount of TOIL to be mutually agreed as compensation managers should consider when the additional hours were worked and the impost on the employee.
- 34.5. The working arrangements for a CSL4 and above or equivalent level employee should be agreed through discussion between the manager and the employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employees to balance their work and personal life.
- 34.6. A CSL4 and above or equivalent level employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the employee and their manager.
- 34.7. The employees normal pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload and include expected reasonable additional hours as required by CASA.
- 34.8. Requests from CSL4 and above or equivalent level employees to access TOIL which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.
- 34.9. Further information can be found in the Hours of Work Procedure.

35. Flextime system

- 35.1. Subject to sub-clause 35.2 the flextime system is available to employees up to and including the CSL3 and equivalent classification levels.
- 35.2. CASA may determine that an employee is not able to access the flextime system where:
 - 35.2.1. the employee has not complied with their obligations under the flextime system;
 - 35.2.2. the employee is a shift worker; or
 - 35.2.3. the employee's duties are such that they are required to be at work at specific times of each day.
- 35.3. The flextime system provides flexibility of starting and finishing times and the accumulation of flex credits and flex debits.
- 35.4. The employee must record their working hours using a method as determined by CASA.
- 35.5. Flex leave
 - 35.5.1. Flex leave is an approved absence during the standard day that applies to an employee.
 - 35.5.2. Flex leave is approved in advance and may be taken subject to operational requirements and available flex credits.

35.5.3. An employee may take up to 4 days flex leave in each 4 week settlement period.

35.6. Flex credits

35.6.1. An employee accumulates a flex credit where they work longer than the ordinary hours of work that apply to them on a particular day. Total flex credits are reduced where an employee works less than their ordinary hours of work on a particular day.

35.6.2. The maximum flex credit an employee is able to have at the end of a settlement period is 30 hours for a full time employee and a pro rata amount for a part time employee.

35.6.3. Where an employee has more than the maximum flex credit at the end of a settlement period, their flex credits will be reduced to the maximum from the start of the subsequent settlement period unless the excess credit has been due to the employee's manager rejecting an application for flex leave due to operational requirements. In this case, the excess credit will be carried over to the next settlement period.

35.7. Flex debits

35.7.1. An employee accumulates a flex debit where they work less than the ordinary hours of work that apply to the employee. Total flex debits are reduced where an employee works more than their ordinary hours of work.

35.7.2. The maximum flex debit an employee is able to have at the end of a settlement period is 10 hours for full time employees and a pro rata amount for part time employees. An employee is able to have more than the maximum flex debit during the settlement period as long as it is reduced to less than the maximum by the end of the settlement period.

35.7.3. Where an employee has more than the maximum flex debits at the end of the settlement period, the excess flex debits will be treated as an unauthorised absence, salary will be deducted for the period of the absence and the employee's flex debits will be reduced to the maximum from the start of the next settlement period.

35.8. Impact of termination/separation on flex credits or debits

35.8.1. So long as it is not inconsistent with section 326 of the FW Act, on termination of employment an employee will not be paid out for unused flex credits or have salary deducted for any flex debits. Managers and employees endeavour to reduce the flextime credits or flextime debits before the termination/separation from CASA.

36. Overtime

36.1. Overtime eligibility

36.1.1. Only employees at or below the Overtime barrier are eligible for the payment of overtime subject to prior approval and the provisions of this clause.

36.1.2. Employees above the Overtime barrier are expected to work reasonable additional hours beyond the ordinary hours of work without the payment of overtime. Approval may be given for an employee above the Overtime barrier to be paid for overtime worked where such overtime is of an ongoing and significant nature and the employee has been requested by their manager to work such overtime.

- 36.1.3. Subject to Section 62 of the FW Act, overtime may be approved where an eligible employee is directed to work:
 - 36.1.3.1. Monday to Friday outside the span of hours
 - 36.1.3.2. on a Saturday or Sunday
 - 36.1.3.3. on a public holiday; or
 - 36.1.3.4. Monday to Friday, during the span of hours but more than 8 hours on the day concerned, unless the employee has a flex debit at the time.
- 36.1.4. In emergency situations, prior approval for overtime may not be possible. Where this is the case, the employee must seek authorisation for the overtime from their manager as soon as possible after the overtime commences.
- 36.1.5. Overtime may be approved for part time employees where the employee is directed to work outside of their part time agreement.

36.2. Overtime rates

- 36.2.1. The overtime rates are as follows:
 - 36.2.1.1. Monday to Saturday – time and a half for the first 3 hours and double time thereafter;
 - 36.2.1.2. Saturday (shift workers only) – double time;
 - 36.2.1.3. Sunday – double time;
 - 36.2.1.4. Public holiday – double time and a half.
- 36.2.2. Where overtime extends into the next day, the overtime rate will be based on the actual day the work is undertaken rather than the day on which the overtime commenced.
- 36.2.3. For overtime on Monday to Saturday, double time starts after 3 hours overtime has been worked on that day, even where the overtime worked has been in separate periods.
- 36.2.4. Overtime is calculated to the nearest quarter of an hour of the total amount of overtime for each overtime occurrence.

36.3. Minimum payment for separate overtime attendances

- 36.3.1. The minimum payment to apply where overtime is not continuous with ordinary hours of work is 4 hours.
- 36.3.2. A meal break taken before overtime commences does not break continuity of work for the purpose of clause 36.3.1.

36.4. Meal allowance and meal breaks for overtime

- 36.4.1. An overtime meal allowance is payable where an employee is required to perform overtime:

- 36.4.1.1. that is continuous with their ordinary hours of work without a meal break and it extends to the end of a meal period (see sub-clause 36.4.3);
 - 36.4.1.2. that is continuous with their ordinary hours of work and the employee has taken an unpaid meal break prior to commencing overtime;
 - 36.4.1.3. that is not continuous with their ordinary hours of work and is over and extends beyond the end of a meal period, subject to the employee not receiving a paid meal break.
- 36.4.2. The overtime meal allowance is paid through the payroll system as per the ATO guidelines. The overtime meal allowance rate will be adjusted annually as advised by the ATO.
- 36.4.3. For the purposes of determining overtime meal allowance, the specified meal periods are 7.00am to 9.00am, 12 noon to 2.00pm, 6.00pm to 7.00pm and Midnight to 1.00am.
- 36.4.4. Employees are not entitled to a meal allowance if they are in receipt of travel allowance or temporary accommodation allowance that includes a meal component for the meal break period.
- 36.4.5. An employee is also entitled to an overtime meal allowance where they are undertaking a short course of study at the request of CASA where:
- 36.4.5.1. time off work to undertake the study is less than 5 hours per week; and
 - 36.4.5.2. the course timetable prevents the employee from being able to have a meal at home until after 8.00 pm.
- 36.5. Rest relief after overtime
- 36.5.1. Employees must have a minimum of 8 consecutive hours off work plus reasonable travelling time, between ceasing overtime and recommencing work. Where an employee has not been provided with this, they may be absent from work without loss of salary until they have had 8 consecutive hours off work.
 - 36.5.2. If an employee is required by CASA to resume work or continue without having 8 consecutive hours off work, they will be paid double time for all hours worked until they have had 8 consecutive hours off duty.
 - 36.5.3. These rest relief provisions only apply to breaks after approved overtime, except in relation to:
 - 36.5.3.1. emergency duty unless the actual time worked on emergency duty is at least 3 hours on each call; or
 - 36.5.3.2. overtime not exceeding 3 hours that is worked immediately before the commencement of an ordinary shift.
- 36.6. Time off in lieu of payment for overtime
- 36.6.1. Time in lieu can be used in place of overtime where both the employee and their manager agree. The amount of time that is to be used as time in lieu is calculated at

the overtime rates for duty performed on Monday to Friday and on a 1 for 1 basis for Saturdays, Sundays and Public Holidays.

- 36.6.2. The time in lieu is to be taken at a time that is mutually agreeable between the employee and their manager. This should be within 4 weeks of the overtime having been worked and should not be more than 8 weeks after the overtime was worked.
- 36.6.3. Any unused time off in lieu accrued under sub-clause 36.6.1 held by an employee after 8 weeks of working the overtime or at termination of their employment will be paid out at the overtime rate it was accrued at. Managers should make every effort to allow the employee to take the time in lieu during the 8-week period or before their termination date.

36.7. Overtime transport

- 36.7.1. Where an employee works overtime at a time when there is no normal public transport available, the employee may take a taxi from work to their home at CASA's expense.

37. Emergency duty

- 37.1. Emergency duty arrangements only apply to employees at or below the Overtime barrier.
- 37.2. Emergency duty is where an employee has ceased ordinary hours and they are called to work to meet an emergency and did not get notice of this additional duty before they finished their ordinary hours. This does not include shift workers whose duty for that day is varied by alteration of commencement of the scheduled shift to meet an emergency.
- 37.3. All overtime that is classified as emergency duty is paid at double time and includes all time worked plus reasonable and necessary travel time to and from work.
- 37.4. The minimum payment for emergency duty performed on Mondays through to Saturdays is 2 hours at double time. This minimum applies to each separate attendance.
- 37.5. The minimum payment for emergency duty performed on Sundays is 3 hours at double time. Where more than 1 attendance is required for emergency duty on a Sunday, a minimum payment of 3 hours should be made only for the first attendance. Any other emergency duty performed on the Sunday attracts a minimum payment of 2 hours.
- 37.6. On public holidays, emergency duty is paid at the normal overtime rate of double time and a half unless the employee is a shift worker in which case the shift penalties apply.
- 37.7. Motor vehicle allowance for emergency duty.
 - 37.7.1. Where an employee uses their own vehicle to travel to and from emergency duty, they are entitled to motor vehicle allowance as set out in clause 42.
- 37.8. Rest relief after emergency duty
 - 37.8.1. Where an employee performs emergency duty the rest relief provisions under clause 36.5 will apply.
- 37.9. Meal Allowance for emergency duty
 - 37.9.1. Where an employee performs emergency duty during a meal period as specified in sub-clause 36.4.3 and they are unable to take a break then the employee is entitled to

an overtime meal allowance as specified in sub-clause 36.4.2.

38. On Call allowance

- 38.1. On Call arrangements only apply to employees at or below the Overtime barrier.
- 38.2. It is recognised that in some circumstances it may be necessary to place employees above the Overtime barrier on an authorised roster. In such situations the on-call provisions will apply to these employees.
- 38.3. An employee is considered to be On Call where they are advised prior to finishing their ordinary hours of work that they are required to remain contactable and able to respond within 5 minutes of being contacted and/or contactable and prepared to commence duty at the workplace or an approved flexible work location without delay.
- 38.4. An employee who is On Call will be paid an allowance at the following rates:
 - 38.4.1. 7.5 per cent of the employee's hourly rate of salary for each hour of restriction duty, Monday to Friday;
 - 38.4.2. 10 per cent of the employee's hourly rate of salary for each hour of restriction duty, Saturday and Sunday; and
 - 38.4.3. 15 per cent of the employee's hourly rate of salary for each hour of restriction duty on public holidays.
- 38.5. Where an employee is required to perform work while On Call, they will be paid overtime payment provisions as detailed in clause 36. On Call allowance is not payable during the overtime period.
- 38.6. It is expected that an employee who is above the Overtime barrier and has been rostered On-Call will be recompensed through the time off in lieu provisions as provided in clause 34. .

39. Excess travelling time and excess fares

- 39.1. Employees are normally responsible for transporting themselves to and from work in their own time and at their own expense. However, where additional costs are incurred or additional travelling time results because of a CASA directive, the employee may be reimbursed.
- 39.2. Employees who are temporarily transferred and who are at or below the Overtime barrier are eligible to be paid excess travelling time and excess fares for additional travel where:
 - 39.2.1. they are on temporary assignment at another location;
 - 39.2.2. they are travelling on temporary official CASA business; or
 - 39.2.3. there are special circumstances that require the employee to spend time outside their ordinary hours of work and in excess of their usual travelling time spent travelling to and from work and their home.
- 39.3. Excess travelling time will only be paid where the time taken to travel to and from a temporary location is greater than 30 minutes per day or 150 minutes in a fortnight additional to the time taken to travel to and from the normal workplace. The maximum excess travelling time that can be paid is 5 hours in any single day.

- 39.4. Payment for excess travelling time will be at ordinary time to the nearest quarter of an hour for weekdays and Saturdays and time and a half on Sundays and public holidays.
- 39.5. Excess fares will be reimbursed for reasonable additional fare expenses incurred travelling to a new work location on a temporary transfer or to attend training courses where this exceeds the usual fare expenses. Payment for excess fares will be for a maximum period of 3 months and will be based on the cheapest most direct form of transport.
- 39.6. Employees are not eligible for payment for excess fares where they are paid overnight travelling allowance or are on temporary transfer in anticipation of a permanent transfer.

40. Shift work

40.1. Definition of shift work

- 40.1.1. An employee is a shift worker where they are required to work ordinary hours of work according to a roster.
- 40.1.2. Shift workers are not eligible for flextime.

40.2. The following shift penalties apply to employees' rostered hours, with the highest applicable shift penalty payable:

- 40.2.1. Shift falls wholly within 6.30 am to 6.00 pm – no shift penalty;
- 40.2.2. Any part of a shift falls between the hours of 6.00 pm to 6.30 am, Monday to Friday – 15% for the entire shift;
- 40.2.3. An employee's shifts fall wholly within the hours of 6.00 pm and 8.00 am, Monday to Friday, continuously for more than 4 weeks – 30% for all such shifts;
- 40.2.4. All or part of a shift is between midnight Friday and midnight on Saturday – 50% for any hours after midnight Friday;
- 40.2.5. All or part of a shift is between midnight Saturday and midnight on Sunday – 100% for any hours after midnight Saturday;
- 40.2.6. All or part of a shift falls on a public holiday – 150% for any hours worked on the public holiday.

40.3. Shift penalties will not be taken into account for allowances based on salary or be considered as salary for overtime purposes.

40.4. The rosters must be displayed in the work area or be otherwise available to all shift workers in an easily accessible form.

- 40.4.1. Rosters must include a meal break of at least 30 minutes after no more than 5 hours work.

40.5. Recording attendance for shift work

- 40.5.1. Shift workers must record their starting and finishing times, including the time of meal breaks in a format as determined by CASA.

40.6. Public holidays for shift work

40.6.1. A shift worker who is rostered to work over 7 days of the week and who is rostered off on a public holiday is entitled to take a day off in lieu of the public holiday at a time that is mutually agreeable to the employee and their manager.

40.6.2. Where the shift worker is unable to take the day off in lieu of the public holiday within 1 month, they will be paid an additional day's salary.

40.7. Additional Annual leave for shift work

40.7.1. For the purpose of the NES, shift workers receive an additional half day's annual leave credits for each Sunday or public holiday shift up to a maximum of 5 days per calendar year.

40.7.2. A shift worker will be paid shift penalties while on annual leave. The amount of the shift penalties will be based on the shifts the employee would otherwise have been rostered to perform.

40.8. Overtime for shift work

40.8.1. Any hours a shift worker is required to work outside their rostered hours is overtime. Employees who are shift workers and above the CSL3 or equivalent classification level are not normally eligible for overtime payments when required to work outside their rostered hours unless the conditions specified in sub-clause 36.1.2 apply.

PART G – ALLOWANCES AND REIMBURSEMENTS

41. Workplace Responsibility Allowance

- 41.1. A workplace responsibility allowance will be paid where an employee who is appointed by CASA or elected an employee by eligible peers to one of the following roles:
- 41.1.1. First Aid Officer
 - 41.1.2. Emergency Warden
 - 41.1.3. Health and Safety Representatives
- 41.2. The rate on commencement of this Agreement will be \$32.68 per fortnight and will be adjusted by the salary increases as outlined in clauses 10.1.2 and 10.1.3.
- 41.3. The full allowance is payable regardless of flexible work and part time arrangements.
- 41.4. Consistent with the Workplace Responsibility Allowance Procedure, CASA may determine that additional workplace responsibilities, in addition to those listed in clause 41.1, will be eligible for the allowance over the life of the Agreement.
- 41.5. An employee's presence in the office to undertake the role will be considered by CASA when appointing and reappointing employees to these roles noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken.
- 41.6. An employee is not to receive more than one workplace responsibility allowance unless approved by the delegate due to operational requirements.
- 41.7. CASA will pay for costs associated with the training of roles that attract workplace responsibility allowances. Training will include but is not limited to, initial training on their commencement in the role and refresher training. From time to time, CASA may provide supplementary training based on emerging risk and identified risk mitigation actions.
- 41.8. CASA will provide reasonable paid time off work to complete the relevant training.
- 41.9. First Aid Officer
- 41.9.1. An employee who has been appointed to perform the role of a First Aid Officer (FAO) is entitled to a payment of a workplace responsibility allowance. If a FAO's First Aid certificate has lapsed for 10 working days or more, the payment of workplace responsibility allowance will cease.
 - 41.9.2. First Aid Officer's must complete the relevant training prior to commencement in the role and annual refresher training.
- 41.10. Emergency Warden
- 41.10.1. An employee required to performance the role of an Emergency Warden is entitled to a payment of workplace responsibility allowance.
 - 41.10.2. Emergency Wardens must participate in the relevant emergency evacuation training as provided by the building owners in each location. This training includes initial

training on commencing the role and refresher training every 6 months.

41.11. Health and Safety Representatives

41.11.1. An employee elected as a Health and Safety Representative is entitled to payment of Health and Safety Representative allowance.

41.11.2. Health and Safety Representatives are entitled to training to undertake the role as per the *Work Health and Safety Act 2011 (Cth)*.

42. Motor vehicle allowance

42.1. Employees who voluntarily use their private motor vehicles on official business and are authorised to do so are entitled to be paid an allowance towards the reasonable costs that they incur for operating their motor vehicles.

42.2. The current rates of motor vehicle allowance are adjusted annually in line with the ATO guidelines.

43. Domestic and International travel

43.1. Travel within Australia will be by economy class.

43.2. Employees required to travel from the Eastern seaboard to New Zealand will travel by economy class. Other international travel will be by business class.

43.3. Employees will have accommodation, meals and incidental costs paid or reimbursed subject to specified maximum amounts provided and adjusted annually in with the ATO guidelines. Further information is available in the Domestic Travel Procedures and the International Travel Procedures.

44. Relocation assistance

44.1. Where an employee or potential employee relocates for a period of more than 12 months (permanent transfer) due to ongoing engagement, promotion, movement or assignment, the Delegate may reimburse or provide reasonable assistance for the following expenses:

44.1.1. the cost of transport of the employee, dependants and partner by the most economical means;

44.1.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;

44.1.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and

44.1.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the Award.

44.2. Where CASA relocates an employee on a temporary basis and the temporary relocation period is greater than 13 weeks and less than 12 months CASA will assist with reasonable costs as determined by the delegate.

44.3. Failure to complete up to 12 months continuous CASA employment, excluding redundancy situations or situations involving a pressing domestic necessity, following the relocation, may

result in CASA taking action to recover some or all of the relocation assistance provided under this clause.

44.4. Any such repayment required by the provision at sub-clause 44.3 will be reduced by 25% of the maximum relocation assistance granted for each 3 months' service at the new location.

45. Reimbursement of miscellaneous expenses

45.1. Loss or damage of personal effects

45.1.1. CASA may reimburse an employee for loss or damage to clothing or personal effects which occurred in the course of their work, other than loss or damage that occurs while travelling to or from work, unless the loss or damage is recoverable from insurance or some other source.

PART H – LEAVE ARRANGEMENTS

46. Leave – general

- 46.1. Full time employees are entitled to leave as specified in this Part subject to the FW Act and, in particular, the NES. Further information is available in the CASA Leave Arrangements Procedure.
- 46.2. Part time employees will accrue and be entitled to leave entitlements on a pro-rata basis except for long service leave which will be provided in accordance with the *Long Service Leave Act 1976* (LSL Act).
- 46.3. Fixed term employees have the same entitlements to leave as specified in this Part as permanent employees.
- 46.4. Unless the delegate determines otherwise, periods of leave without pay greater than 10 working days per calendar year will not be counted as service and annual and personal leave credits will not accrue unless otherwise provided for in this Agreement or other legislation. This will not break continuity of service.
- 46.5. Re-crediting of leave
- 46.5.1. When an employee is on:
- 46.5.1.1. Annual leave
 - 46.5.1.2. Purchased leave
 - 46.5.1.3. Defence Reservist leave
 - 46.5.1.4. First Nations or Cultural leave; or
 - 46.5.1.5. Long service leave and
- becomes eligible for, under legislation or this Agreement
- 46.5.1.6. Personal leave
 - 46.5.1.7. Compassionate leave
 - 46.5.1.8. Jury duty
 - 46.5.1.9. Emergency services leave
 - 46.5.1.10. Leave to attend to family and domestic violence circumstances; or
 - 46.5.1.11. Parental leave, premature birth leave, or pregnancy loss leave
- the affected period of leave will be re-credited.
- 46.5.2. When an employee is on Personal leave and becomes eligible for Parental leave, premature birth leave, still birth leave or pregnancy loss leave, the affected period of Personal leave will be re-credited.
- 46.5.3. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.
- 46.6. Portability of Annual and Personal leave
- 46.6.1. Employees who were employed by:
- 46.6.1.1. another Commonwealth agency
 - 46.6.1.2. the Parliamentary Service (Commonwealth)

- 46.6.1.3. a State or Territory Government Service; or
- 46.6.1.4. the Australian Defence Force

immediately before being employed by CASA may choose to retain unused annual leave credits held with the previous agency provided, they have not been paid out before commencing with CASA and where the previous employer provides CASA with the funds to cover the transferred credits.

46.6.2. CASA may recognise prior service with:

- 46.6.2.1. another Commonwealth agency including those prescribed in the Long Service Leave (Commonwealth Employees) Regulations 2016;
- 46.6.2.2. the Parliamentary Service (Commonwealth)
- 46.6.2.3. a State and Territory Government Service; and
- 46.6.2.4. the Australian Defence Force

for Personal leave purposes, provided that any breaks between periods of acceptable service do not exceed 2 calendar months.

- 46.6.3. Where the employee was with the Australian Defence Force, or their personal leave records have been lost or destroyed, their personal leave credits will be calculated by taking the personal leave credits they would have accrued if employed by CASA, less 5 days for each year of service with the previous agency.
- 46.6.4. For the purpose of clause sub-clause 46.6 a Commonwealth agency includes an agency whose employees are employed under the *Public Service Act 1999* and statutory authorities but does not include Government-owned companies.

47. Annual leave

47.1. Entitlements

- 47.1.1. Employees (other than casual employees) are entitled to 4 weeks (20 days or 150 hours) paid annual leave per year of service which will accrue progressively.
- 47.1.2. Employees who are working in a defined remote locality accrue additional annual leave credits as follows, subject to the employee working in the remote locality for at least 1 month:
 - 47.1.2.1. Cairns – 2 days per year; and
 - 47.1.2.2. Darwin – 5 days per year.
- 47.1.3. These accruals will accrue progressively on a pro rata basis.
- 47.1.4. Public holidays occurring in the locality of the employee's normal place of work and falling within a period of annual leave will not be deducted from annual leave credits.
- 47.1.5. There is no minimum period for which Annual Leave may be approved.
- 47.1.6. CASA may direct an employee to take annual leave where the employee's accrued entitlement is in excess of 8 weeks (40 days or 300 hours).
 - 47.1.6.1. Where a direction is made under sub-clause 47.1.6 the employee is required to use the excess entitlement within 3 months of the direction or within some other

period where the employee and manager have an agreed plan in place to use the leave.

47.2. Recall from and cancellation of annual leave

47.2.1. CASA may recall an employee from annual leave, or cancel approved annual leave, where there are significant operational requirements that require the employee's presence at work and it is not unreasonable to do so.

47.3. Reimbursement of additional costs on recall to duty from, or cancellation of, annual leave

47.3.1. Where an employee has been recalled from annual leave or where approved annual leave has been cancelled, and where costs cannot be otherwise recovered CASA will reimburse the employee for reasonable costs that are incurred as a result of the recall or cancellation.

47.4. Payment in lieu for annual leave credits

47.4.1. On termination, resignation or retirement, an employee is entitled to be paid the amount the employee would have received had they taken the period of annual leave.

47.5. Payment on death of an employee

47.5.1. Where an employee dies, or the delegate has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the delegate must authorise payments to the partner, dependents or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated on the death of the employee, those amounts.

47.5.2. Subject to any legal requirements, if payment has not been made within a year of the former employee's death, it should be made to their legal representative.

47.6. Cash out of annual leave

47.6.1. Employees may enter into an agreement with CASA to cash out paid annual leave subject to the following conditions:

47.6.1.1. paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 20 days;

47.6.1.2. the employee has taken at least 10 days' annual leave within the preceding 12 months;

47.6.1.3. each cashing out of a particular amount of annual leave must be by a separate agreement in writing between CASA and the employee; and

47.6.1.4. the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee had foregone.

48. Purchased leave

- 48.1. Employees may purchase up to 5 weeks additional leave per year. The leave is purchased by salary deductions each fortnight spread over a maximum of 26 fortnightly pays.
- 48.2. Purchased leave counts as service for all purposes and does not affect salary for superannuation or accrual dates for other forms of leave.
- 48.3. Purchased leave must be used within the period in which salary deductions are made.
- 48.4. Eligibility
 - 48.4.1. All permanent employees, including those on probation, and those employees employed under sub-clause 29.2 for a period of 12 months or more are eligible to apply for purchased leave
 - 48.4.2. Employees with excess annual leave credits per the requirements of sub-clause 47.1.6 are not eligible to purchase leave until those excess credits have been used.
 - 48.4.3. Employees who are approved to participate in the purchased leave scheme and then withdraw are not eligible to participate in the scheme again for a period of 6 months.

49. Personal leave

- 49.1. Personal leave for sick and caring purposes
 - 49.1.1. Personal leave may be used for the following purposes:
 - 49.1.1.1. personal illness or injury; or
 - 49.1.1.2. to attend appointments with a registered health practitioner; or
 - 49.1.1.3. manage a chronic illness; or
 - 49.1.1.4. to provide care or support for a family or household member or a person they have caring responsibilities for, because:
 - 49.1.1.4.1. of a personal illness or injury affecting the other person
 - 49.1.1.4.2. of an unexpected emergency affecting the other person
- 49.2. Personal leave entitlement for permanent employees
 - 49.2.1. On engagement, all permanent employees, excluding those employees with a credit provided in accordance with clause 46.6.2 will be credited with 18 days' personal leave (pro-rata for part time employees).
 - 49.2.2. On the anniversary of engagement permanent employees will accrue Personal leave fortnightly to a maximum of 18 days per year and will be able to access the leave as it accrues.
- 49.3. Personal leave for fixed term employees
 - 49.3.1. On engagement and subject to sub-clause 46.6.2, fixed term employees will accrue personal leave fortnightly to a maximum of 18 days credit for each year of service and will be able to access the leave as it accrues.

- 49.4. Unused personal leave credits accumulate without limit but are not paid out on termination of employment.
- 49.5. Personal leave for special purposes
- 49.5.1. At the discretion of the Delegate and where circumstances arise that would not otherwise fall within the parameters for paid personal leave provided at sub-clause 46.1, eligible employees will be entitled to take up to 3 days of their personal leave credits during their personal leave accrual year for special purposes. Further information is available in the CASA Leave Arrangement Procedures.
- 49.5.2. Personal leave as provided for under subclauses 49.1.1.2 and 49.1.1.3 and 49.5.1 must not be taken to the extent that it results in less than 10 days of an employee's paid personal leave entitlement in any year being available for the purposes of personal leave as described under sub-clause 49.1.1.1 and 49.1.1.4.
- 49.6. Documentation and reasons
- 49.6.1. Employees must provide reasonable evidence for any absence on personal leave which is in excess of 3 consecutive working days, or where the employee has already had 8 days of personal leave without documentation over the previous 12 months.
- 49.6.2. Notwithstanding sub-clause 49.6.1, CASA may require an employee to provide reasonable evidence for any absence on personal leave where this is considered necessary.
- 49.6.3. Acceptable, reasonable evidence for taking Personal/Carers leave includes:
- 49.6.3.1. medical certificate
- 49.6.3.2. a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate (it must set out why the employee is or was unable to attend work, and why it was not reasonably practicable for them to obtain a medical certificate); and/or
- 49.6.3.3. other evidence as determined by the Delegate as acceptable.
- 49.6.4. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- 49.7. Unpaid personal leave
- 49.7.1. In accordance with sections 102 and 103 of the FW Act, an employee may take up to 2 days unpaid carer's leave per occasion.
- 49.7.2. Where an employee has used all of their personal leave credits, including any unpaid leave under sub-clause 49.7.1 CASA may grant further unpaid personal leave for the purposes set out under sub-clause 49.1.1.
- 49.8. Independent medical examination
- 49.8.1. Where there is reasonable cause for concern CASA may require an employee to attend an independent medical examination.
- 49.8.2. Where CASA considers that the state of health of an employee may render them a danger to fellow employees or to the public, they may be required, at CASA's

expense, to obtain an independent medical report stating the seriousness of the condition and, in light of this, may be directed to take personal leave.

49.9. Defence service sick leave

49.9.1. An employee is eligible for Defence Service Sick Leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:

49.9.1.1. war-like service; or

49.9.1.2. non-war like service.

49.9.2. An eligible employee can get 2 types of credits:

49.9.2.1. an initial credit of 9 weeks (45 days) Defence Service Sick Leave will apply as at the following dates whichever is the later:

49.9.2.1.1. they started employment with another Commonwealth agency and received Defence Service Sick leave and clause 46.6 applies; or

49.9.2.1.2. they start employment with CASA; or

49.9.2.1.3. DVA certifies the condition;

and

49.9.2.2. an annual credit of 3 weeks (15 days) Defence Service Sick Leave.

49.9.3. Clause 49.9.2 does not apply where an employee has had Defence Service Sick leave credited under the provisions of clause 46.6.

49.9.4. An employee can use their Defence Service Sick Leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

49.9.5. Unused annual credits can be built up to 9 weeks.

49.9.6. An employee cannot use annual credits until the initial credit is exhausted.

49.9.7. Defence Service Sick Leave is paid and counts as service for all purposes.

50. Compassionate Leave

50.1. A permanent or fixed term employee is entitled up to 3 days of paid compassionate leave on each occasion when:

50.1.1. a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or

50.1.2. a member of their family, household or someone they had a close personal relationship with dies; or

50.1.3. the employee or their spouse/partner has a miscarriage; or

50.1.4. a child is stillborn, where the child was a member of their family or household.

- 50.2. A casual employee may access up to 3 days of unpaid leave on each occasion that Compassionate leave is required.
- 50.3. An employee may be required to provide reasonable evidence in support of an application for compassionate leave.

51. Miscellaneous leave – with or without pay

- 51.1. The intention of miscellaneous leave is to grant paid or unpaid leave for a variety of purposes not otherwise covered under this Agreement.
- 51.2. Miscellaneous leave is subject to approval by the Delegate and may be granted if it is considered reasonable in the circumstances, subject to CASA's operational needs. Supporting evidence may be required to assist in the consideration of applications.
- 51.3. Further information is available in the CASA Leave Arrangement Procedures.

52. Family and Domestic Violence Leave

- 52.1. CASA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 52.2. CASA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 52.3. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- 52.4. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - 52.4.1. illness or injury affecting the employee resulting from family and domestic violence;
 - 52.4.2. providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - 52.4.3. providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - 52.4.4. making arrangements for the employee's safety, or the safety of a close relative;
 - 52.4.5. accessing alternative accommodation;
 - 52.4.6. accessing police services;
 - 52.4.7. attending court hearings;
 - 52.4.8. attending counselling; or
 - 52.4.9. attending appointments with medical, financial or legal professionals.
- 52.5. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count for service for all purposes.

- 52.6. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 52.7. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 52.8. Paid miscellaneous leave available under this clause is paid for ongoing and fix term employees at their full rate as if they were at work.
- 52.9. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 52.10. Evidence may be requested to support CASA in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence CASA will require, unless the employee chooses to provide another form of evidence.
- 52.11. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 52.12. CASA will take all reasonable measures to treat information relating to family and domestic violence confidentially. CASA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps CASA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 52.13. Where CASA needs to disclose confidential information for purposes identified in clause 52.12 where it is possible CASA will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
- 52.14. CASA will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 52.15. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 52.16. CASA will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 52.17. Further information about leave and other support available to employees affected by family and domestic violence may be found in the Leave Arrangement Procedures and the Family and Domestic Violence Framework.

53. Community Service Leave

- 53.1. In accordance with s108 of the FW Act, an employee who engages in eligible community service activity can get community service leave to volunteer for emergency management duties for:

53.1.1. the time engaged in the activity

- 53.1.2. reasonable travelling time; and
- 53.1.3. reasonable recovery time.
- 53.2. Full-time and part time employees will be able to access 20 working days of paid community service leave per year if required. CASA may provide additional community service leave with pay.
- 53.3. Paid leave may be refused where the employee's role is essential to CASA's response to the emergency.
- 53.4. An employee must provide evidence that the organisation requests their service. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 53.5. CASA may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 53.6. Community service leave, with or without pay, will count as service.

54. Disaster Support

- 54.1. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the delegate will consider flexible working arrangements to assist the employee to perform their work.
- 54.2. Where flexible working arrangements are not appropriate, the delegate may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively. This leave is in addition to any entitlement for leave under sub-clause 49.5.
- 54.3. In considering what period of leave is appropriate, the delegate will take into account the safety of the employee, their family and household and advice from local, State and Commonwealth authorities.

55. Jury Duty

- 55.1. Employees who are required by a court to attend either for jury selection or to act as a juror will be released from duty for the required period, without to need to apply for leave.
- 55.2. Permanent and fixed term employees will be released from duty on full pay (including shift allowances where applicable). Payment for casuals will be as per the relevant state legislation.
- 55.3. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 55.4. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to CASA for the period of absence. This will be administered in accordance with the overpayments clause.

56. Witness Leave (Leave to attend proceedings)

- 56.1. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 56.2. An employee who is not covered under clause 56.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in

proceedings relating to a dispute between the employee and CASA.

- 56.3. An employee may otherwise be granted paid or unpaid leave by the delegate if required to give evidence to a court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 56.4. The delegate may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

57. Defence Reservist Leave

- 57.1. CASA will give an employee leave with or without pay to undertake:
 - 57.1.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 57.1.2. Australian Defence Force Cadet obligations.
- 57.2. An employee who is a Defence Reservist can take leave with pay for:
 - 57.2.1. up to 4 weeks (20 days) in each calendar year (pro-rata for part time employees); and
 - 57.2.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part time employees).
- 57.3. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 57.4. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each calendar year to perform their duties. Australian Defence Force Cadets means:
 - 57.4.1. the Australian Navy Cadets;
 - 57.4.2. Australian Army Cadets; and
 - 57.4.3. Australian Air Force Cadets.
- 57.5. In addition to the entitlement at clause 57.2, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 57.6. Paid Defence Reservist leave counts for service.
- 57.7. Unpaid Defence Reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 57.8. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 57.9. An employee will not need to pay their tax free ADF Reserve salary to CASA for any reason.

58. Blood Donation Leave

- 58.1. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. This includes reasonable travel time and employers will

consider employees on duty.

- 58.2. The employee must inform their supervisor in advance of when they will be away from work before donating blood, plasma or platelets.

59. First Nations and other cultural leave

- 59.1. First Nations employees are eligible for up to 5 days per calendar year of paid leave to participate in NAIDOC week activities or other significant activities associated with their culture or to fulfil ceremonial obligations.
- 59.2. Other employees will be supported to participate in CASA NAIDOC week activities.
- 59.3. The delegate may approve additional leave for cultural or ceremonial purposes to First Nations employees as paid or unpaid miscellaneous leave.
- 59.4. Employees, including First Nations employees, are eligible for up to 3 days paid leave per calendar year for the purpose of attending essential religious or cultural obligations associated with the employee's particular religious faith or culture.

60. Public holidays

- 60.1. Employees are entitled to the following public holidays each year as observed at their normal work location in accordance with the *Fair Work Act 2009*,
- 60.1.1. 1 January (New Year's Day);
 - 60.1.2. 26 January (Australia Day);
 - 60.1.3. Good Friday and the following Monday;
 - 60.1.4. 25 April (Anzac Day);
 - 60.1.5. The King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 60.1.6. 25 December (Christmas Day);
 - 60.1.7. 26 December (Boxing Day); and
 - 60.1.8. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 60.2. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 60.3. The delegate and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 60.4. The delegate and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed.

- 60.5. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 60.6. Where a public holiday falls during a period when an employee is absent on leave (other than Annual, paid Personal or Defence Service Sick Leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on Long Service Leave on half pay, payment is at half pay).
- 60.7. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 60.1.
- 60.8. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the employee will be credited an alternative day off, to be taken at a time mutually agreed with the delegate.

61. Christmas closedown

- 61.1. CASA will have a Christmas closedown and close all its offices from Christmas Day and re-open all its offices the first working day after New Year's Day. Unless directed an employee will not be required to attend work during the Christmas closedown period.
- 61.2. During the Christmas closedown, employees will be paid in accordance with their ordinary hours of work. This includes payment for public holidays and the working days falling during the period. Where an employee is absent on leave during the Christmas closedown, payment for the Christmas closedown will be in accordance with the entitlement for that form of leave (for example, if on unpaid leave, no payment will be made or if on leave at half pay, payment will be made at half pay).
- 61.3. There will be no deduction from annual or personal leave credits for the Christmas closedown period. Other types of leave taken over the Christmas closedown will be administered in accordance with this Agreement or relevant legislation.
- 61.4. Where an employee is required to work to meet an unexpected and exceptional workload requirement over the Christmas closedown on a day in which the employee would have otherwise been stood down, the employee will receive time off in lieu for the period which they are called in to work over that period and will be paid at the applicable overtime rate for the hours worked.

62. Long service leave

- 62.1. Employees will be entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 62.2. The minimum period for which long service leave will be granted is seven calendar days (whether taken at full or half pay).
- 62.3. Long service leave cannot be broken with other forms of leave except provided by legislation or provided for in the re-crediting of leave clause at clause 46.5 of this Agreement.

62.4. For the purposes of clause 62.3, the Christmas closedown period at clause 61 is not treated as a break for long service leave purposes.

63. Parental leave

63.1. An employee who is a primary caregiver or secondary care giver is entitled to 24 months leave from the date of the child's birth, adoption or long-term fostering placement. This 24-month period is the parental leave period.

63.2. Parental leave is unpaid, however an employee may use other paid leave entitlements available under legislation or this Agreement. The use of paid leave entitlements does not extend the parental leave period.

63.3. An employee is entitled to either paid leave under clause 64 or clause 65, but not both, in a parental leave period.

63.4. Paid parental leave provide under clause 64 or clause 65 may be taken at half pay.

63.5. For the pregnant employee, the parental leave period starts on commencement of paid parental leave provided at clause 64 and ceases 24 months from the date of the child's birth.

63.6. A parental leave period does not extend fixed term employment where the employment period remaining is less than 24 months.

63.7. Employees may take paid or unpaid parental leave within the 24-month period in several periods interspersed with duty or in a continuous period or as agreed. There are no limitations on how the leave can be taken.

63.8. When an employee returns to work after a period of parental leave, they will be placed in accordance with the following guidelines:

63.8.1. if the employee was transferred to a safe job during the pregnancy, they will return to the position they immediately held before the transfer

63.8.2. if the employee began working part time before the commencement of parental leave placed into the position they held immediately before the part time employment began; or

63.8.3. otherwise placed into the position they held immediately before they commenced parental leave.

63.9. If the position that the employee held immediately before commencing the parental leave no longer exists, except where a redundancy should be properly executed, the employee must be employed in a position nearest in status and remuneration to that which they previously held.

63.10. On return from parental leave, employees have the right to request flexible working arrangements under the FW Act.

63.11. An employee who at the date of operation of this Agreement is on a period of unpaid leave provided under clause 59 of the CASA Enterprise Agreement 2016-2019 will transition to unpaid parental leave and the parental leave period will be set in accordance with sub-clause 63.1 of this Agreement.

63.12. An employee who has given birth or is otherwise a primary or secondary caregiver and received entitlements under clause 56 or clause 57 or clause 60 of the CASA Enterprise Agreement 2016-2019, and the date of birth/placement of the child is within 24 months of the commencement of this Agreement is entitled to a top up of either paid parental leave as a primary caregiver to a maximum of 18 weeks or as a secondary caregiver to a maximum as

specified in clause 65.

63.13. An employee who is engaged by CASA from another Commonwealth agency within 24 months of the birth, adoption or placement of a child, is entitled to paid parental leave under clause 64 or clause 65 where:

63.13.1. the employee has not taken paid leave for the purposes of clause 64 or clause 65 with the previous Commonwealth agency, or

63.13.2. the employee has taken leave with the previous Commonwealth agency that is less than the limits specified at clause 64 or clause 65, then the balance is available to the employee.

64. Paid Parental Leave – Primary Caregiver

64.1. An employee who is a primary caregiver and is pregnant is entitled to 18 weeks paid parental leave which will count as service for all purposes.

64.2. Unless the employee provides a doctor's certificate declaring that the employee is fit to either continue work or return to duty, an employee who is pregnant is required to be continuously absent from their employment throughout the period from 6 weeks before the expected date of confinement until 6 weeks after the actual date of birth of the child.

64.3. In cases where an employee is confined earlier than 6 weeks before the expected date of birth, the 18 week paid parental leave period commences from the date of confinement.

64.4. Subject to the provisions of clause 63.3, an employee who is a primary caregiver and who is not pregnant is entitled to paid parental leave of 18 weeks.

65. Paid Parental Leave - Secondary Caregivers

65.1. During the parental leave period specified at clause 63, a secondary caregiver is entitled to the following paid leave following the birth, adoption or placement in a long-term fostering arrangement of a child:

65.1.1. 8 weeks paid leave from the commencement of this Agreement or a top up to 8 weeks where an employee has received a lesser period of paid secondary caregivers leave in the parental leave period

65.1.2. 11 weeks paid leave 12 months after the date of commencement of the Agreement or a top up to 11 weeks where an employee has received a lesser period of paid secondary caregivers leave in the parental leave period

65.1.3. 14 weeks paid leave 24 months after the commencement of this Agreement or a top up to 14 weeks where an employee has received a lesser period of paid secondary caregivers leave in the parental leave period.

65.2. Paid parental leave for secondary caregivers will count as service and must be used within 24 months of the birth, adoption or placement in a long-term fostering arrangement of a child.

65.3. Employees can take secondary caregivers leave within the 24-month parental leave period in several periods interspersed with duty or in a continuous period or as agreed.

66. Stillbirth

- 66.1. An employee who is a primary caregiver and has a stillborn child is eligible for parental leave and paid parental leave in accordance with clause 63 and clause 64.
- 66.2. An employee who is secondary caregiver is eligible for two weeks paid leave.
- 66.3. A stillborn child is a child:
 - 66.3.1. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
 - 66.3.2. who has not breathed since delivery; and
 - 66.3.3. whose heart has not beaten since delivery.

67. Pregnancy loss leave

- 67.1. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave.
- 67.2. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- 67.3. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and clause 50 of this Agreement.

68. Premature birth leave

- 68.1. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation.
- 68.2. An employee who is a primary caregiver is eligible for paid parental leave in accordance with clause 64 from what would have been 37 weeks' gestation.
- 68.3. An employee who is a secondary caregiver is eligible for paid parental leave in accordance with clause 65 from what would have been 37 weeks' gestation.
- 68.4. For the purposes of this clause the parental leave period commences on the child's date of birth.

69. Adoption and long-term foster care arrangements leave

- 69.1. An employee who becomes either a primary caregiver or secondary caregiver under an adoption or long-term foster care arrangements from the date of commencement of this Agreement, is entitled to parental leave in accordance with clause 63 for adoption or long-term foster care, provided that the child:
 - 69.1.1. is under 16 years of age as at the day (or expected day) of placement;
 - 69.1.2. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - 69.1.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 69.2. A primary caregiver is eligible for 18 weeks paid parental leave under this clause and leave may be taken at half pay.

- 69.3. Subject to the provisions of clause 65 a secondary caregiver is eligible for paid secondary caregivers leave under this clause.
- 69.4. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

70. Unauthorised absence

- 70.1. An unauthorised absence is where an employee is absent from work, other than on an approved form of leave and without any other approval from their manager.
- 70.2. An unauthorised absence will:
- 70.2.1. be unpaid and
 - 70.2.2. not count as service for any purposes and
 - 70.2.3. the employee will not have access to any entitlements and conditions under this Agreement until they have returned to work or commenced a period of approved leave.
- 70.3. Where an employee has been on a period of unauthorised absence for 10 working days or more, CASA may consider that the employee has abandoned their employment from a prospective date and take action to treat the employment as having ended on that basis.

71. Studies assistance

- 71.1. CASA may approve studies assistance involving financial assistance and/or paid leave where an employee's proposed study is considered to be relevant to their current work duties or career aspirations within CASA and is not considered likely to impact adversely on operational requirements. Further information is provided for in the relevant policy.
- 71.2. Full time study
- 71.2.1. Approval of leave without pay may be granted for full time study up to a maximum of 3 consecutive years. Approvals must be made annually. Approval criteria are the same as for other study leave.
 - 71.2.2. Leave without pay for full time study counts as service for long service leave if determined at the time of application and for personal leave and incremental advancement, subject to the employee resuming duty on completion of the period of leave.

PART I – CONSULTATION

72. Consultation

72.1. Principles

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

72.2. CASA recognises:

- 72.2.1. the importance of inclusive and respectful consultative arrangements;
- 72.2.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
- 72.2.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on CASA policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
- 72.2.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
- 72.2.5. the benefits of employee and union involvement and the right of employees to be represented by their union.

72.3. Genuine and effective consultation involves:

- 72.3.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
- 72.3.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
- 72.3.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
- 72.3.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

72.4. When is consultation required

72.4.1. Consultation is required in relation to:

- 72.4.1.1. changes to work practices which materially alter how an employee carries out their work;
- 72.4.1.2. changes to or the introduction of policies or guidelines (unless the changes are minor or procedural);

72.4.1.3. major changes that are likely to have significant effect on employees;

72.4.1.4. implementation of decisions that significantly affect employees;

72.4.1.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and

72.4.1.6. other workplace matters that are likely to materially impact employees.

72.5. CASA, employees and the relevant union(s) and/or other recognised representatives recognise that consultation prior to a decision may not be practicable in all circumstances. This includes where a decision is made by Government or is required due to matters beyond the reasonable control of CASA. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

72.6.1. This clause applies if CASA:

72.6.1.1. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

72.6.1.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

72.7. Representation

72.7.1. When consultation is required under this clause, CASA will notify the relevant union(s).

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

72.7.3. CASA must recognise the representative if:

72.7.3.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

72.7.3.2. the employee or employees advise the employer of the identity of the representative.

72.8. Major Change

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

72.8.1.1. the termination of the employment of employees; or

72.8.1.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- 72.8.1.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 72.8.1.4. the alteration of hours of work; or
 - 72.8.1.5. the need to retrain employees; or
 - 72.8.1.6. the need to relocate employees to another workplace; or
 - 72.8.1.7. the restructuring of jobs.
- 72.8.2. The following additional consultation requirements in sub-clause 72.8.2.1 to 72.9 apply to a proposal to introduce a major change referred to in clause 72.4.1:
- 72.8.2.1. Consultation with employees and the relevant union(s)/or recognised representatives will occur prior to a decision being made, subject to clause 72.5.
 - 72.8.2.2. Where practicable, a CASA change manager or a primary point of contact will be appointed, and their details provided to employees and the relevant union(s)/or their recognised representatives.
 - 72.8.2.3. CASA must notify employees and relevant union(s)/ or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 72.8.3. As soon as practicable after proposing the change or notifying of the change in circumstances described at clause 72.5, CASA must:
- 72.8.3.1. discuss with affected employees and relevant union(s)/or other recognised representatives:
 - 72.8.3.1.1. the proposed change;
 - 72.8.3.1.2. the effect the proposed change is likely to have on the employees; and
 - 72.8.3.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 72.8.3.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s)their union and/or other recognised representatives:
 - 72.8.3.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
 - 72.8.3.2.2. information about the expected effects of the proposed change on the employees; and
 - 72.8.3.2.3. any other matters likely to affect the employees.
- 72.8.4. CASA must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.

- 72.8.5. However, CASA is not required to disclose confidential or commercially sensitive information to employees and the relevant unions(s) and/or other recognised representatives.
 - 72.8.6. If a term in this Agreement provides for a major change to production program, organisation, structure or technology in relation to the enterprise of CASA, the requirements set out in sub-clauses 72.8.2.1 to 72.8.4 are taken not to apply.
- 72.9. Change to regular roster or ordinary hours of work
- 72.9.1. the following additional consultation requirements in sub-clauses 72.9.2 to 72.9.5 apply to a proposal to introduce a change referred to in sub-clause 72.4.1.
 - 72.9.2. CASA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
 - 72.9.3. As soon as practicable after proposing to introduce the change, CASA **must**:
 - 72.9.3.1. discuss with employees and the relevant union(s) and /or other recognised representatives:
 - 72.9.3.2. the proposed introduction of the change; and
 - 72.9.3.3. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 72.9.3.3.1. all relevant information about the proposed change, including the nature of the proposed change; and
 - 72.9.3.3.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 72.9.3.3.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 72.9.3.4. invite employees and the relevant union(s)/or other recognised representatives:
 - 72.9.3.4.1. to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - 72.9.4. However, CASA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and /or other recognised representatives.
 - 72.9.5. CASA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s)/or other recognised representatives.

73. Consultation mechanism

- 73.1. To support the consultation arrangements set out in clause 72.2 CASA will establish the Workplace Relations Group (WRG) as CASA's national consultative committee and a Technical Consultative Committee (TCC) as a sub-committee of the WRG.

- 73.2. The WRG will provide a forum for consultation at the national level on employment matters including, but not limited to, the application and interpretation of this Agreement and related employment policies and procedures.
- 73.3. A TCC will be established to provide input to the WRG on matters specific to CASA's technical employees.
- 73.4. The WRG and TCC will operate subject to an agreed terms of reference for the term of the Agreement. The parties to the Agreement may seek to amend the terms of reference during the life of the Agreement where mutually agreed.
- 73.5. Representation on the WRG and TCC will be in accordance with the terms of reference.
- 73.6. Clause 73.1 does not preclude CASA consulting with employees and/or their representatives through other mechanisms.

74. Delegates' rights

- 74.1. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials and providing employee views to CASA.
- 74.2. The role of union delegates is to be respected and supported.
- 74.3. CASA and union delegates will work together respectfully and collaboratively.
- 74.4. Supporting the role of union delegates.
 - 74.4.1. CASA respects the role of union delegates to:
 - 74.4.1.1. provide information, consult with and seek feedback from employees on workplace matters
 - 74.4.1.2. consult with other delegates and union officials, and get advice and assistance from union officials
 - 74.4.1.3. represent the interests of members to the employer and industrial tribunals; and
 - 74.4.1.4. represent members at relevant union forums, consultative committees or bargaining.
- 74.5. CASA and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 74.6. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

- 74.7. To support the role of union delegates, CASA will, subject to legislative and operational requirements, including privacy and security requirements:
- 74.7.1. provide union delegates with reasonable access to CASA facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials
 - 74.7.2. advise union delegates and other union officials of CASA facilities and resources available for their use, which may include telephone, photocopying, internet, and email
 - 74.7.3. allow reasonable official union communication appropriate to CASA from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include CASA vetoing reasonable communications
 - 74.7.4. provide access to new employees as part of induction, and
 - 74.7.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 74.8. Where CASA employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or CASA before speaking publicly in that capacity, subject to the CASA values and Code of Conduct Directive and legislative requirements.
- 74.9. Further information on delegate rights and communication with CASA employees can be found in the Workplace Relations Group Terms of Reference Schedule C.

75. Review of decisions

- 75.1. An employee may request a review of a CASA decision that directly affects them. Further information is available in the CASA Review of Actions and/or Decisions Directive.

76. Discipline Procedures

- 76.1. The provisions of the *Values and Code of Conduct Directive* and detailed procedures provided in *Managing Suspected Breaches of the Code of Conduct* relate to procedures that will be undertaken when an employee(s) is suspected of a breach(es) of the CASA Code of Conduct or misconduct defined as a failure to abide by the CASA Code of Conduct and/or CASA values.

PART J – BALANCING WORK AND LIFE RESPONSIBILITIES

77. Workforce planning

- 77.1. Method for determining aviation technical workforce resource requirements.
- 77.1.1. CASA recognises the need to ensure it has the required workforce to meet statutory obligations under the *Civil Aviation Act 1988*, ICAO standards and government

expectations.

- 77.1.2. During the life of the Agreement, CASA, in consultation with the technical unions, will establish a method for determining staff resource requirements in relation to the aviation technical workforce. The intent of the method is not to decrease the size of the inspectorate/technical workforce rather to inform the composition, capacity, performance, responsiveness and culture of CASA's workforce to achieve CASA's goals and priorities in the short and longer term.
 - 77.1.3. The focus of the method will be the development of workforce composition profiles addressing CASA's aviation technical workforce requirements, considering the aviation community regulatory oversight requirements, ICAO requirements, risk factors, location, the number of Authorisation holders, workforce structure, workload considerations and work requirements.
 - 77.1.4. The process to establish the method will commence no later than 3 months following the commencement of the Agreement.
 - 77.1.5. CASA will implement changes resulting from the established method, following the consultation requirements as per clause 72.
 - 77.1.6. Prior to the commencement of the implementation of the method there will be no reduction in the number of current technical or inspectorate roles in place at the commencement of this Agreement.
- 77.2. Work level standard review for the ASR2, ASR3, FO2 and FO3 classifications.
- 77.2.1. CASA, in consultation with the TCC, will commence a review of the work level standards for the ASR2, ASR3, FO2 and FO3 classifications within 12 months of the date of commencement of this Agreement.
 - 77.2.2. The purpose of the review is to ensure that the work value differences for the ASR2, ASR3, FO2 and FO3 classifications are clearly defined and clarify the career progression pathways for employees in the ASR and FO classifications.

78. Workloads

- 78.1. CASA recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours to be worked by some employees, this should be regarded as the exception rather than the rule and where additional hours are worked, they will be compensated under the terms specified in this Agreement.
- 78.2. When determining workloads for an employee or group of employees, CASA will consider the need for employees to strike a balance between their work and personal life.
- 78.3. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, CASA and the employee/s must review the employee's workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.
- 78.4. Further information on workload reviews is found in the Workload Review Procedure.

79. Flexible Working Arrangements

- 79.1. CASA, employees, and their representatives recognise:

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- 79.1.1. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - 79.1.2. access to flexible work can support strategies to improve diversity in employment and leadership in the CASA;
 - 79.1.3. access to flexible work supports capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - 79.1.4. that flexibility applies to all roles in CASA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 79.1.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 79.2. CASA is committed to engaging with employees and their representatives to build a culture that supports flexible working arrangements across CASA at all levels. This may include developing and implementing strategies through the Workplace Relations Group.
- 79.3. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work, and changes in location of work.
- 79.4. These provisions do not reduce an employee's entitlements under the NES.
- 79.5. The delegate must provide a written response to a request within 21 days of receiving the request.
- 79.6. Further information is available in the Flexible Working Arrangements Directive and Procedure.

80. Job sharing

- 80.1. CASA may enable employees to undertake their duties through job sharing arrangements where appropriate and subject to operational requirements.
- 80.2. Job sharing is a form of part time work where 2 employees share a full time job. This option can be used by employees and managers where necessary and appropriate, to facilitate wider access to part time work.
- 80.3. Where a formal job sharing arrangement is agreed to, both parties are bound to that agreement and CASA is under no obligation to continue that arrangement where one employee ceases employment.

81. Vacation childcare

- 81.1. Where an employee attends for duty during school holidays, CASA will pay a Vacation Childcare Subsidy of \$20.35 per day to an employee whose child is placed in vacation childcare with a registered provider. The Vacation Childcare Subsidy is available to employees who have school aged children up to 14 years of age.
- 81.2. Ongoing childcare arrangements do not constitute vacation childcare. Vacation childcare service providers are those that offer special leisure type programs for children during school holidays.

81.3. The Vacation Childcare Subsidy will increase on 1 August each year in line with the annual movement of the All Groups, Australia, consumer price index figure published by the Australian Bureau of Statistics for the June quarter that year.

82. Vaccinations

82.1. CASA will offer annual influenza vaccinations at no cost to all employees.

82.2. Where CASA requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

83. Employee Assistance Program

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

84. Lactation and breastfeeding support

84.1. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

84.2. CASA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk subject to clause 84.3. In considering whether a space is appropriate, CASA will consider whether:

84.2.1. there is access to refrigeration

84.2.2. the space is lockable

84.2.3. there are facilities needed for pumping such as appropriate seating.

84.3. Where it is not practicable for a CASA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

84.4. CASA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

84.5. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of flexible working arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated noting these needs may be changed over time.

PART K – TERMINATION OF EMPLOYMENT AND SEPARATION FROM CASA

85. Termination of employment

85.1. Termination of employment by CASA

85.1.1. Permanent and specified term employees may have their employment terminated by CASA with the period of notice specified in the table below:

Period of service	Period of Notice (weeks)
1 year or less	1
Over 1 year and up to 3 years	2
Over 3 years and less than 5 years	3
Over 5 years' completed service	4

85.2. Where an employee is over 45 years of age and has at least 2 years' continuous service in CASA they will be entitled to an additional 1 weeks' notice on termination.

85.3. CASA may make payment in lieu for any unexpired portion of the required period of notice.

85.4. Resignation by the employee

85.4.1. An employee may resign from their employment by giving CASA at least 14 calendar days notice.

85.5. At the instigation of the delegate, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.

85.6. The delegate has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

85.7. Termination of employment – review mechanism

85.7.1. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:

85.7.1.1. the FW Act;

85.7.1.2. other Commonwealth laws (including the Constitution); and

85.7.1.3. the common law.

85.8. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute settlement procedures in this Agreement.

85.9. Nothing in this Agreement prevents CASA from terminating the employment of an employee for serious or wilful misconduct, neglect of duty, or other serious breaches of CASA's Directives, policies or procedures without further notice or payment in lieu, in accordance with sections 117

and 123(1) (b) of the FW Act.

86. Redundancy, Redeployment and Retention

86.1. General

86.1.1. These provisions establish a broad framework for managing redundancy, retraining and redeployment situations affecting permanent full time and part time employees. These arrangements do not apply to employees on probation, specified term employees or casual employees.

86.2. Potentially excess employees

86.2.1. An employee will be potentially excess if:

86.2.1.1. the employee is included in a class of employees which, in CASA's opinion, comprises a greater number of employees than is necessary for the efficient and economical working of CASA; or

86.2.1.2. in the opinion of CASA, the services of the employee cannot be effectively used because of technological or other changes in the work methods of CASA or changes in the nature, extent or organisation of the functions of CASA; or

86.2.1.3. the duties to be performed by the employee are to be performed at a different locality and the employee is not willing to perform the duties at that locality and CASA has determined that the excess employee provisions apply to that employee.

86.3. Consultation process

86.3.1. Restructuring of CASA is to occur by voluntary means where possible including natural attrition, redeployment, re-training and voluntary redundancy. Changes due to restructuring will be introduced in such a way that CASA will maintain staffing levels that are appropriate to workload, in consultation with employees and their representatives (if any and if requested). Consultation will be undertaken in accordance with Clause 72.

86.3.2. Where CASA identifies a potentially excess situation it will:

86.3.2.1. notify any affected employees and hold discussions as soon as possible and for no longer than 4 weeks unless agreed otherwise by the employee and CASA;

86.3.2.2. in cases where there are 15 or more employees affected, comply with Part 3-6 of the FW Act;

86.3.2.3. where an affected employee nominates a representative for assistance or guidance, hold discussions with the representative.

86.3.3. The discussions referred to in sub-clause 86.3.2.1 will consider:

86.3.3.1. any reasons for the proposed termination;

86.3.3.2. measures that may be taken to avoid or minimise the termination;

86.3.3.3. measures to mitigate any adverse effects of the termination on the employee(s) concerned, including the option of transferring the employee to another position at the same or lower salary level;

86.3.3.4. where requested by the employee, whether a job swap may be undertaken;
and

86.3.3.5. whether voluntary redundancy might be appropriate.

86.4. Redeployment

86.4.1. CASA will consult with the affected employee to determine whether the employee is seeking an offer of voluntary redundancy or redeployment.

86.4.2. CASA will take all reasonable steps, consistent with the interests of the efficient administration, including merit based selection, to consider the redeployment of potentially excess employees to vacancies of equal classification.

86.5. Job Swaps

86.5.1. CASA may facilitate job-swaps between employees who do not wish to be made redundant and those at the same level and location who have expressed an interest in a voluntary redundancy. Job swaps will be dependent on the agreement of the manager concerned that the employee is suitable and capable of performing the duties either immediately or within a reasonable period or after an appropriate period of training.

86.5.2. CASA may, at any time where employees are potentially excess, offer voluntary redundancy to employees who are not in a potential excess situation with the objective of providing redeployment opportunities for potentially excess employees. However, CASA reserves the right not to offer voluntary redundancy to employees who express an interest in a voluntary redundancy.

86.6. Training

86.6.1. CASA may arrange retraining for potentially excess employees where:

86.6.1.1. retention in employment is unlikely without retraining;

86.6.1.2. it would lead to a reasonable expectation of successful placement of the employee; and

86.6.1.3. it would be in the interests of the efficient administration of CASA to retrain the employee.

86.6.2. CASA may refer employees seeking redeployment or employees who have declined an offer of voluntary redundancy to a service provider for redeployment assistance for up to a maximum period of 8 weeks. Any costs associated with this will be borne by CASA.

86.6.3. Retraining may also be provided to undertake a short course to provide new skills or update existing ones.

86.7. Voluntary redundancy

- 86.7.1. Once CASA is satisfied after consultation and consideration of other options that redundancies are likely to occur, the potentially excess employee will be invited in writing to volunteer for redundancy. Where CASA invites an excess employee to accept voluntary redundancy, the employee will have up to 4 weeks in which to accept the offer.
- 86.7.2. Where CASA approves the election of a voluntary redundancy, a termination date will be determined having regard to operational requirements and the wishes of the employee. The termination date will be preceded by a period of notice consistent with sub-clause 86.9.1.
- 86.7.3. Where an excess employee's employment is terminated by voluntary redundancy they will be paid a severance benefit equal to:
- 86.7.3.1. for employees employed by CASA prior to the commencement on 16 February 2006 of the Civil Aviation Safety Authority Certified Agreement 2006-2008, the sum of 4 weeks' salary for each of the first 5 years of completed year of service in CASA and 3 weeks' salary for each subsequent completed year of service in CASA, plus pro rata payment for each completed month of service, subject to a minimum of 4 weeks' salary and a maximum of 75 weeks' salary;
 - 86.7.3.2. for employees employed by CASA after the commencement on 16 February 2006 of the Civil Aviation Safety Authority Certified Agreement 2006-2008, the sum of 2 weeks' salary for each completed year of service in CASA, plus pro rata payment for each completed month of service, subject to a minimum of 4 weeks' salary and a maximum of 48 weeks' salary;
- save that if any employee would receive less under this sub-clause 86.7.3 than they would be entitled to receive under the National Employment Standards, then the National Employment Standards will apply.
- 86.7.4. The calculation of severance payments for voluntary redundancy includes:
- 86.7.4.1. higher duties where the employee has been acting at a higher classification for a continuous period of 52 weeks immediately preceding the date that notice of termination of employment by redundancy is given;
 - 86.7.4.2. the weekly average amount of shift loading where the employee has been paid a the loading during at least 50% of pay periods in the 52 weeks immediately preceding the notice of termination of employment by redundancy;
 - 86.7.4.3. other allowances in the nature of salary normally paid to the employee.
- 86.7.5. For the purposes of calculating severance benefits, completed years of service in CASA means continuous service with:
- 86.7.5.1. CASA and its predecessors;
 - 86.7.5.2. Australian Public Service;
 - 86.7.5.3. Parliamentary Service
 - 86.7.5.4. Australian Defence Forces; and/or

86.7.5.5. Commonwealth authorities and bodies including those specified under regulation 8 of the Long Service Leave (Commonwealth Employees) Regulations.

86.7.6. It does not include prior service in respect of which the employee is in receipt of a retirement or redundancy benefit. Any other break in employment between 1 of the above entities and another breaks the continuity of service. The period of continuity of service is not broken by any period agreed between CASA and the employee taken between cessation of previous employment and commencement with CASA.

86.8. Involuntary Redundancy and Retention periods

86.8.1. Where an employee is notified that they are an excess employee, and they do not accept voluntary redundancy, the employee will be subject to the following:

86.8.1.1. Retention period of no more than 26 weeks:

86.8.1.1.1. The retention period for individual employees under 45 years of age will vary with length of service and will be equivalent to their severance calculation, but will not exceed 26 weeks;

86.8.1.1.2. The retention period for individual employees over 45 years of age will be 26 weeks;

86.8.1.2. Subject to sub-clauses 86.8.1.4, 86.8.2 and 0 below, a minimum retention period of 8 weeks will apply for employees;

86.8.1.3. The employee's employment will be terminated at the end of the retention period; and

86.8.1.4. If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in sub-clause 86.8.1.1.1 above must be reduced by the number of weeks redundancy pay that the employee will be entitled to receive under the National Employment Standards on termination, as at the expiration of the retention period (as adjusted by this sub-clause 86.8.1.4).

86.8.2. The retention period will commence on whichever is the earlier:

86.8.2.1. the day the employee is advised in writing by CASA that they are an excess employee; or

86.8.2.2. 4 weeks after the day on which CASA invites the employee to accept voluntary redundancy.

86.8.3. Where, after 8 weeks of the retention period, or another period agreed by CASA:

86.8.3.1. CASA believes there is insufficient productive work available for the excess employee during the retention period; and

86.8.3.2. CASA is satisfied there are no reasonable redeployment prospects in CASA;

CASA may terminate the employment of the excess employee and pay the balance of the retention period as a lump sum payment which shall be taken to include payment in lieu of notice of termination.

86.8.4. The lump sum payment referred to in sub-clause 86.8.3 shall comprise:

86.8.4.1. the balance of the retention period as shortened for the National Employment Standards under sub-clause 86.8.1.4 above; and

86.8.4.2. an additional redundancy payment representing the employee's redundancy entitlement under the National Employment Standards (which should equate with the amount by which the retention period was reduced under sub-clause 86.8.1.4).

86.8.5. CASA may, after providing four weeks notice to the employee, reduce his or her classification as a means of securing alternative employment. If this occurs prior to the end of the retention period, the employee will continue to be paid at his or her previous level for the balance of the retention period.

86.9. Notice of termination

86.9.1. All excess employees will receive 4 weeks' notice of termination. Excess employees who are over 45 years of age or with greater than 5 years' service with CASA will receive 5 weeks' notice of termination. This notice period may be paid in lieu (including by a combination of notice and payment in lieu of notice).

86.9.2. Notice of termination will be additional to the retention period.

86.10. Assistance with career transition

86.10.1. Financial assistance and re-training

86.10.1.1. CASA may provide information and support services to enable excess employees to plan for their future;

86.10.1.1.1. at its discretion, CASA may provide excess employees reasonable leave with pay to attend training or other courses to improve their future employment prospect;

86.10.1.1.2. CASA will meet the cost of independent financial planning advice, career transition assistance and counselling for excess employees up to \$350;

86.10.1.2. financial assistance for other courses and training may also be available for redeployed employees.

86.10.2. Employment interviews

86.10.2.1. An employee who is advised that their election to accept voluntary redundancy is approved or receives advice of involuntary redundancy is entitled to:

86.10.2.1.1. reasonable leave with full pay to attend necessary job interviews;

86.10.2.1.2. reasonable travel and incidental expenses incurred in attending such interviews where these expenses are not met by the prospective employer.

86.11. Transfer to another position

86.11.1. CASA may transfer an excess employee to another position or to another position at a lower level in accordance with subclause 86.8.5.

86.11.2. Where an excess employee agrees to transfer to a new locality and they are required to move their household to the new locality, the employee will be entitled to all reasonable relocation expenses as considered by clause 44 and CASA Policy. In such circumstances employees shall remain excess and be subject to the redundancy provisions of this clause should they choose not to move to the position.

86.12. Parental leave and redundancy

86.12.1. Employees who are pregnant and are eligible for voluntary redundancy or subject to involuntary redundancy will be advised of their right to apply for parental leave and have that leave granted. Where an employee commences parental leave during the involuntary redundancy process the date of involuntary redundancy will be varied to coincide with the end of the parental leave period.

86.12.2. Such employees will continue to be considered for redeployment opportunities and may be granted annual leave and long service leave during the parental leave period if credits are available.

87. Loss of essential qualifications

87.1. An employee is not qualified to perform their duties where they cease to hold or become unable or ineligible to hold or to use an essential qualification.

87.2. An essential qualification is any statutory, professional, academic, commercial, technical, trade, health or other qualification required for the satisfactory performance of duty at a classification level for which the qualification is prescribed as determined by CASA or industry/professional bodies.

87.3. Where the employee is not likely to regain the qualification within a reasonable period, CASA must first consider whether it is in the interest of the efficient administration of CASA to transfer the employee to a position at the same classification level within CASA that does not require that qualification. If this is not appropriate, CASA may (with written notice) reduce the employee's classification or retire the employee. CASA will consult with the employee and their representative (where applicable) prior to taking any action in this respect

87.4. Where the employee consents to the reduction in classification or retirement, the notice takes effect on the date agreed between CASA and the employee as specified in the notice. This should usually be 1 month after the day the notice is given to the employee. Any reduction in the agreed period for the notice taking effect must be by mutual consent of the employee and CASA.

87.4.1. Where the employee does not consent to the reduction in classification or retirement, the notice takes effect 1 month after the day the notice is given to the employee or on the day specified by CASA (if this date is greater than 1 month) or where the employee appeals, the day after the appeal is disallowed or withdrawn.

87.5. Employees who have retired because they have lost an essential qualification are entitled to payment in lieu of long service leave and annual leave credits.

PART L – TECHNICAL CLASSIFICATIONS ARRANGEMENTS

88. FOI Currency Training

- 88.1. CASA will provide a level of flying currency training (simulator included) to FOIs sufficient to undertake the duties of their position effectively.
- 88.2. CASA will continue to recognise the guiding provisions for a minimum of 39 hours per annum flying currency training in an aircraft or a minimum of 16 hours in a simulator.
- 88.3. FOI currency training will be determined on an annual basis through the Flying Qualifications and Training Handbook.

89. Life assurance policy loading reimbursement

- 89.1. CASA will reimburse the life assurance policy loading where an employee holds a life insurance policy under the *Life Insurance Act 1995* and is required to pay a loading as a result of the duties performed as an employee of CASA.
- 89.2. Loss of licence insurance for premium reimbursement
 - 89.2.1. Employees who are required by CASA to hold a licence relevant to undertake FOI duties will be entitled to reimbursement of Loss of Income Insurance up to a maximum amount of \$2,224.91 (GST inclusive).
 - 89.2.2. The Loss of Licence premium reimbursement will increase on 1 August each year in line with the annual movement of the All Groups, Australia, consumer price index figure published by the Australian Bureau of Statistics for the June quarter that year.

90. Qualification renewal on termination for FOIs

- 90.1. If upon termination other than for disciplinary reasons, the following qualifications of an FOI:
 - 90.1.1. a Command Instrument Rating with;
 - 90.1.1.1. IAP 2D Instrument Endorsement
 - 90.1.1.2. IAP 3D Instrument Endorsement
 - 90.1.1.3. a Pilot Instructor Rating with a Grade 1 Training Endorsement which were either:
 - 90.1.1.3.1. essential to the employee's initial appointment; or
 - 90.1.1.3.2. whilst not so essential were regularly utilised by the employer, within the period of up to 2 years immediately preceding the termination date

have lapsed through no fault of the employee or are due for renewal during the period extending up to 1 calendar month beyond the termination date, then the employee will be provided with 1 opportunity to renew the qualifications at CASA's expense by the most cost-efficient means or as otherwise agreed by CASA. CASA will either provide the renewal opportunity itself after availing the employee of adequate training or meet the cost of the opportunity, no later than on the employee's last day of work.

- 90.2. A second opportunity may be provided, or the costs met, where the parties agree that it is reasonable to do so. These opportunities shall normally be taken up within 6 months after the employee's termination.
- 90.3. CASA's obligation shall not be construed to extend to renewal of an endorsement on an aircraft type which has become obsolete or whose incidence or type of application is such as to indicate that the employee would not subsequently obtain work flying it.

91. Essential Qualifications (Licence) Renewal on Cessation of Employment for employees with a Licensed Aircraft Maintenance Engineer (LAME) qualification

- 91.1. If upon cessation with CASA, other than for disciplinary reasons, where a LAME qualification (licence) had been considered essential to the employee's initial appointment to CASA and:
- 91.1.1. This licence has lapsed through no fault of the employee or is due for renewal within 1 calendar month of exit;
 - 91.1.2. the original licence is required to be available for commencement with a subsequent employer and the individual is required to exercise the privileges of that licence as a tenant of that employment;
 - 91.1.3. the employee has had no less than 2 years' service with CASA; and
 - 91.1.4. where no exemption applies, then
- the employee will be provided with reasonable opportunity to renew their licence at CASA's expense by a Recognised Prior Learning (RPL) program with an approved provider.

- 91.2. CASA's obligation shall not be construed to permit retraining to gain a new qualification.

92. Certificate Team Managers (CTM)

- 92.1. CMT Managers appointed to or promoted into the CTM classification will commence on the minimum salary pay point of CTM(i) A.
- 92.2. Where the CTM's pre-promotion salary is higher than pay point CTM(i) A, they will commence on the next higher pay point in the CTM above their current salary.
- 92.3. The barriers provided in this classification are attainment point barriers and the progression process through these barriers will be in accordance with clause 19 of this Agreement and will apply to all CTMs seeking to move through these barriers.
- 92.4. CTMs will continue to access the applicable FO endorsement loadings.

93. Flying Operations Classification

- 93.1. Employees classified as Flight Training Examiners (FTEs) and Flying Operations Inspectors (FOIs) will be re-classified into a single classification known as Flying Operations (FOs).
- 93.2. Employees classified as FOIs under the previous Agreement will retain their existing classification level and salary points in the FO classification as indicated at Schedule A.
- 93.3. Employees classified as FTEs under the previous Agreement will translate into the FO classification as set out in Schedule A.

93.4. Classification progression

93.4.1. A FO who is not entitled to be paid an endorsement loading (but is entitled to a special endorsement loading) will commence at the FO Level (i) A pay point and may progress to the FO Level (i) D pay point subject to clause 18.

93.4.2. For FO to progress past the barrier between FO Level (i) and FO Level (II), the attainment point process at clause 19 must be satisfied and unless the FO is paid a special endorsement loading, the FO must also have a level of experience that would enable the employee to provide generalist advice on activities for which an endorsement loading would otherwise be payable, but where the FO does not hold an endorsement loading.

93.5. A FO who is entitled to be paid an endorsement loading (other than a special endorsement loading) under clause 94 will be paid at the FO Level (ii) A pay point.

94. Endorsement Loadings

94.1. A FO will be paid an endorsement loading or special endorsement loading (specific to the relevant endorsement descriptor) if:

94.1.1. an aircraft type endorsement is provided within the categories in the endorsement loading tables provided in schedule A (Table 6) or a Night Vision Goggle (NVG) FO approval is held by the FO, and

94.1.2. the aircraft endorsement or the NVG FO approval is required by CASA of the FO to undertake their duties.

94.2. A FO will hold a primary type endorsement in their current level. FOs would not generally be provided with multiple endorsements.

94.3. An endorsement loading paid in accordance with the requirements of this clause will be treated as salary for all purposes, including superannuation purposes.

94.4. Where a FO is endorsed on NVG and Heavy helicopter, the FO may receive both loadings.

94.5. A FOI, not currently paid an endorsement loading, will be paid the applicable endorsement loading (including a special endorsement) for the period of any temporary work, where:

94.5.1. the FO is required to perform work on a temporary basis on a type for which an endorsement (including a special endorsement) loading would be payable, and

94.5.2. the FO is capable of exercising a delegation as they hold the applicable endorsement on the relevant type.

94.6. A payment under clause 94.5 will be made on a pro rata daily basis with a minimum of one full day to be paid for each temporary engagement.

94.7. Clauses 94.8 and 94.9 are not applicable in the payment of the temporary endorsement allowance.

94.8. If CASA no longer requires the FO to hold their primary endorsement, an assessment will be made and the FO will be provided with a new primary endorsement in that level as per operational business and resourcing requirements. A FO will not be moved down a level where their particular capability is no longer required at their locality, provided the capability is still required nationally.

94.9. Any movement to a lower level will only occur 12 months after the decision and would only be to the next lower level.

PART M – SIGNATURE PAGE

Formal acceptance of this Agreement.

This Agreement is made and approved under the *Fair Work Act 2009*.

Signed for and on behalf of the employees of CASA covered by this Agreement and their nominated employee representative.

Civil Aviation Safety Authority



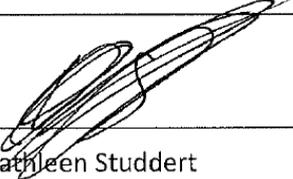
Chris Garner
a/g Branch Manager, People and Capability
Civil Aviation Safety Authority

Dated 12 February 2024

18 Marcus Clarke Street Canberra ACT 2601

Employees covered by the Agreement by:

Association of Professional Engineers, Scientists and Managers, Australia by



Kathleen Studdert
Director ACT and Lead Electrical Industry
Professionals Australia

Dated 21 February 2024

Level 1/491 Kent Street Sydney NSW 2000

Australian Federation of Air Pilots by


Jason Newell
Industrial Officer
AFAP

Dated February 2024

33 Montpelier Road Bowen Hills QLD 4006

Australian Licensed Aircraft Engineers Association by


Stephen Purvinas
Federal Secretary
ALAEA

Dated 14 February 2024

25 Stoney Creed Road, Bexley NSW 2207

Community and Public Sector Union by


Melissa Payne
Assistant National Secretary
The Community and Public Sector
Union (PSU Group)

Dated 16 February 2024

54-58 Foveaux Street, Surry Hills, NSW, 2010

Employee Representative

Civil Aviation Safety Authority


Joel Sinclair
Aerodrome Inspector
Civil Aviation Authority

Dated 12 February 2024

260 Elizabeth Street Sydney NSW 2010

SCHEDULE A: SALARY AND CLASSIFICATION TABLES

The following annual salary rates will apply to CASA employees employed in the classifications shown in the tables below.

The fortnightly rate of salary is calculated using the following formula: $\frac{\text{annual salary} * 12}{313}$

Attainment point barrier is shown as: =====

Corporate Services Classification Stream (Table 1)

CLASSIFICATION	PAY POINT	CURRENT SALARY PER ANNUM	SALARY AS AT 17/11/2023	SALARY AS AT 17/11/2024	SALARY AS AT 17/11/2025
			4% increase	3.8% increase	3.4% increase
Corporate Services Level 1	A	\$48,744	\$50,694	\$52,620	\$54,409
	B	\$50,911	\$52,947	\$54,959	\$56,828
	C	\$54,457	\$56,635	\$58,787	\$60,786
	D	\$56,906	\$59,182	\$61,431	\$63,520
	E	\$60,389	\$62,805	\$65,192	\$67,409
	F	\$63,230	\$65,759	\$68,258	\$70,579
Corporate Services Level 2 (Below)	A	\$65,446	\$68,064	\$70,650	\$73,052
	B	\$67,566	\$70,269	\$72,939	\$75,419
	C	\$69,953	\$72,751	\$75,516	\$78,084
		=====	=====	=====	=====
Corporate Services Level 2 (Above)	D	\$72,868	\$75,783	\$78,663	\$81,338
	E	\$75,060	\$78,062	\$81,028	\$83,783
	F	\$78,436	\$81,573	\$84,673	\$87,552
	G	\$79,037	\$82,198	\$85,322	\$88,223
Corporate Services Level 3 (Below)	A	\$82,380	\$85,675	\$88,931	\$91,955
	B	\$86,061	\$89,503	\$92,904	\$96,063

	C	\$89,405	\$92,981	\$96,514	\$99,795
		=====	=====	=====	=====
		=====	=====	=====	=====
Corporate Services Level 3 (Above)	D	\$96,284	\$100,135	\$103,940	\$107,474
	E	\$99,969	\$103,968	\$107,919	\$111,588
	F	\$103,007	\$107,127	\$111,198	\$114,979
	G	\$105,637	\$109,862	\$114,037	\$117,914
Corporate Services Level 4	A	\$107,907	\$112,223	\$116,487	\$120,448
	B	\$114,348	\$118,922	\$123,441	\$127,638
	C	\$118,841	\$123,595	\$128,292	\$132,654
	D	\$122,505	\$127,405	\$132,246	\$136,742
	E	\$126,171	\$131,218	\$136,204	\$140,835
Corporate Services Level 5	A	\$128,919	\$134,076	\$139,171	\$143,903
	B	\$132,982	\$138,301	\$143,556	\$148,437
	C	\$138,310	\$143,842	\$149,308	\$154,384
	D	\$143,412	\$149,148	\$154,816	\$160,080
	E	\$147,353	\$153,247	\$159,070	\$164,478
	F	\$151,637	\$157,702	\$163,695	\$169,261
	G	\$155,916	\$162,153	\$168,315	\$174,038

Professional Services Classification Stream (Table 2)

CLASSIFICATION	PAY POINT	CURRENT SALARY PER ANNUM	SALARY AS AT 17/11/2023	SALARY AS AT 17/11/2024	SALARY AS AT 17/11/2025
			4% increase	3.8% increase	3.4% increase
Professional Services	Minimum	\$122,147	\$127,033	\$131,860	\$136,343
	Maximum	\$215,550	\$224,172	\$232,691	\$240,602

Certificate Team Managers (Table 3)

CLASSIFICATION	PAY POINT	CURRENT SALARY PER ANNUM	SALARY AS AT 17/11/2023	SALARY AS AT 17/11/2024	SALARY AS AT 17/11/2025
			4% increase	3.8% increase	3.4% increase
CTM Level (i)	A	\$172,784	\$179,695	\$186,523	\$192,865
	B	\$175,286	\$182,297	\$189,224	\$195,658
		=====	=====	=====	=====
		====	====	====	====
CTM Level (ii)	C	\$181,547	\$188,809	\$195,984	\$202,647
	D	\$187,807	\$195,319	\$202,741	\$209,634
		=====	=====	=====	=====
		====	====	====	====
CTM Level (iii)	E	\$194,066	\$201,829	\$209,499	\$216,622

Aviation Safety Regulator Classification Stream (Table 4)

CLASSIFICATION	PAY POINT	CURRENT SALARY PER ANNUM	SALARY AS AT 17/11/2023	SALARY AS AT 17/11/2024	SALARY AS AT 17/11/2025
			4% increase	3.8% increase	3.4% increase
Aviation Safety Regulator (ASR) Level 1	A	\$108,657	\$113,003	\$117,297	\$121,285
	B	\$117,715	\$122,424	\$127,076	\$131,397
	C	\$123,144	\$128,070	\$132,937	\$137,457
	D	\$131,293	\$136,545	\$141,734	\$146,553
	E	\$140,800	\$146,432	\$151,996	\$157,164

		=====	=====	=====	=====
		=====	=====	=====	=====
Aviation Safety Regulator (ASR) Level 2	A	\$146,706	\$152,574	\$158,372	\$163,757
	B	\$150,886	\$156,921	\$162,884	\$168,422
	C	\$153,376	\$159,511	\$165,572	\$171,201
Aviation Safety Regulator (ASR) Level 3	A	\$155,770	\$162,001	\$168,157	\$173,874
	B	\$158,070	\$164,393	\$170,640	\$176,442
	C	\$163,102	\$169,626	\$176,072	\$182,058
	D	\$165,257	\$171,867	\$178,398	\$184,464

Flying Operations Classification (Table 5A)

CLASSIFICATION	PAY POINT	CURRENT SALARY PER ANNUM	SALARY AS AT 17/11/2023	SALARY AS AT 17/11/2024	SALARY AS AT 17/11/2025
			4% increase	3.8% increase	3.4% increase
FO Level (i) – former FOI Level (i)	A	\$134,723	\$140,112	\$145,436	\$150,381
	B	\$139,405	\$144,981	\$150,490	\$155,607
	C	\$144,312	\$150,084	\$155,787	\$161,084
	D	\$150,171	\$156,178	\$162,113	\$167,625
		=====	=====	=====	=====
		=====	=====	=====	=====
FO Level (ii) – former FOI Level (ii)	A	\$154,629	\$160,814	\$166,925	\$172,600
	B	\$159,009	\$165,369	\$171,653	\$177,489
	C	\$165,271	\$171,882	\$178,414	\$184,480
	D	\$168,400	\$175,136	\$181,791	\$187,972
FO Level (iii) – former FOI Level (iii)	A	\$172,424	\$179,321	\$186,135	\$192,464
	B	\$180,071	\$187,274	\$194,390	\$200,999

Flying Operations Classification (Table 5B)

CLASSIFICATION	PAY POINT	CURRENT SALARY PER ANNUM	SALARY ON TRANSLATION	SALARY AS AT 17/11/2023	SALARY AS AT 17/11/2024	SALARY AS AT 17/11/2025
				4% increase	3.8% increase	3.4% increase
FO Level (i) – former FTE Level (i)	A	\$134,723	\$134,723	\$140,112	\$145,436	\$150,381
	B	\$139,405	\$139,405	\$144,981	\$150,490	\$155,607
	C	\$144,796	\$150,171	\$156,178	\$162,113	\$167,625
	D	\$150,171	\$150,171	\$156,178	\$162,113	\$167,625
		=====		=====	=====	=====
		=====		=====	=====	=====
FO Level (ii) – former	A	\$153,903	\$154,629	\$160,814	\$166,925	\$172,600

FTE Level (ii)						
	B	\$158,700	\$159,009	\$165,369	\$171,653	\$177,489
	C	\$164,539	\$165,271	\$171,882	\$178,414	\$184,480
former FTE Level (iii)	D	\$167,409	\$168,400	\$175,136	\$181,791	\$187,972

Endorsement Loadings including Special Endorsement Loadings (Table 6)

	Descriptors – Endorsement Loading	Current	Loading as at 17/11/2023 – 4%	Loading as at 17/11/2024 – 3.8%	Loading as at 17/11/2025 – 3.4%
Level 1	Turbo Prop – Aircraft of a type that had been managed as a Part 121 air transport certificate (including freight operations) e.g. Dash 8	\$21,598	\$22,462	\$23,316	\$24,109
Level 2	Single aisle jet – aircraft capability which cover domestic operations e.g.: B737/B717, B737, NG 727/A320, BAe 146	\$43,133	\$44,858	\$46,563	\$48,146
Level 3	Twin engine/twin aisle jet – aircraft capable of both domestic and international operations, but primarily cover domestic operational e.g.: B767/A330/B787/B777	\$61,099	\$63,543	\$65,958	\$68,201
Level 4	Four engine /twin aisle jet – Large long haul aircraft with the capability of international operations e.g.: B747/774/A380	\$79,067	\$82,230	\$85,355	\$88,257

	Descriptors – Special Endorsement Loading	Current	Loading as at 17/11/2023 – 4%	Loading as at 17/11/2024 – 3.8%	Loading as at 17/11/2025 – 3.4%
NVG	Night Vision Goggle (NVG) specialist – Provided to an FOI who is required as an NVG role specialist to undertake operations and training with NVG devices, and has completed all training and supervision required by CASA and has been issued with an NVG FOI approval.	\$9,795	\$10,187	\$10,574	\$10,934
Heavy Helicopter	Heavy Helicopter – a multi-engine helicopter certificated in the Transport Category whose flight manual or type certificate requires the helicopter to be flown by at least two pilots e.g. EC225, AS330 Puma, AS332 or AW139	\$21,598	\$22,462	\$23,316	\$24,109

SCHEDULE B: SPECIAL EMPLOYMENT AND WAGES ARRANGEMENTS

B.1 Graduates

B1.1 CASA may employ graduates in accordance with CASA's operating requirements and other criteria it may introduce from time to time.

B1.2 Where a scheme provides an employer subsidy, CASA will retain the subsidy. Government subsidies paid through CASA may be averaged out over the year.

B1.3 Graduates will commence as a Corporate Services Level 2 classification on the minimum salary rate.

B1.4 The Delegate may take into account the considerations at clause 12.2 of the Agreement and commence a Graduate at a higher salary rate or a higher classification.

B.2 Cadetships

B2.1 CASA may engage cadets consistent with the arrangements set out in this Agreement or Award.

B2.2 Subject to the terms of engagement, Cadets will receive no less than 60% of the minimum CS1 pay point of the applicable classification.

B2.3 Where a scheme provides an employer subsidy, CASA will retain the subsidy. Government subsidies paid through CASA may be averaged out over the year.

B.3 Apprenticeships or Traineeships

B3.1 CASA may engage staff on apprenticeships or traineeships consistent with the arrangements set out in this Agreement or Award.

B3.2 Subject to a training agreement or other instrument, when directly employed within CASA, apprentices or trainees will receive no less than 60% of the minimum CS1 pay point of the applicable classification.

B3.3 Where a scheme provides an employer subsidy, CASA will retain the subsidy. Government subsidies paid through CASA may be averaged out over the year.

B.5 Supported Wages Arrangements

B5.1 Clause B5 sets out the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

B5.2 In this clause the following definitions apply:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme

Relevant minimum wage means the minimum wage prescribed in the award for the class of work for which an employee is engaged

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au)

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

B5.3 Eligibility criteria

B5.3.1. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

B5.3.2. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

B5.4 Supported wage rates

B5.4.1. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

B5.4.2 Assessed capacity [sub-clause (d)]	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

B5.4.3 Provided that the minimum amount payable to an employee where the Supported Wage System applies is not less than the amount prescribed in the National Minimum wage Order. Note: The minimum amount payable is reviewed every year in July. The minimum rate for July 2023 is \$102 per week.

B5.4.4 Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

B5.5 Assessment of capacity

B5.5.1 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

B5.5.2 Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

B5.6 Lodgement of SWS wage assessment agreement

B5.6.1. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

B5.6.2. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

B5.7 Review of assessment

B5.7.1 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the support wage system.

B5.8. Other terms and conditions of employment

B5.8.1 Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

B5.9 Workplace adjustment

B5.9.1. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B5.10 Trial Period

B5.10.1. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

B5.10.2 During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

B5.10.3 The minimum amount payable to the employee during the Trial Period must be no less than the minimum amount specified in clause B5.4.3.

B5.10.4. Work trials should include induction or training as appropriate to the job being trialled.

B5.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under 'Assessment of Capacity' above.

SCHEDULE C: PRESERVED ENTITLEMENTS

1. Remote Localities Allowance

- 1.1. Existing staff who received a remote locality payment available under the terms of a previous Agreement, will retain a payment in lieu of remote localities conditions. This will become a grandfathered figure paid as an all-purpose allowance during the life of this Agreement but does not grant any new entitlement to that person above that which was paid at the time of that preservation.
- 1.2. The figure will be an amount equivalent to the:
 - 1.2.1. Remote Localities Allowance as considered under the Civil Aviation Safety Authority Certified Agreement 2006-2008; and
 - 1.2.2. Remote leave fares paid as salary as considered under the Civil Aviation Safety Authority Certified Agreement 2006-2008.
- 1.3. The allowance will cease to be paid where the employee ceases to work in the locality.
- 1.4. The allowance will cease when the employee's circumstances change in regard to eligible dependants.
- 1.5. The employee is required to notify CASA of a change in circumstances to enable the adjustment to occur. The adjustment will be based on the amounts considered under the Civil Aviation Safety Authority Certified Agreement 2006-2008. The employee will be required to complete an annual declaration outlining their circumstances which will be also used to make any adjustments.
- 1.6. Staff who do not have preserved entitlement that was active at the date of preservation do not receive remote localities payments or conditions as outlined in this entitlement.

Undertakings

OFFICIAL



Australian Government
Civil Aviation Safety Authority

Dear Deputy President Masson

The Civil Aviation Safety Authority Enterprise Agreement 2023-2026 (AG2024/364)

Written undertakings under section 190 of the Fair Work Act 2009

The Civil Aviation Safety Authority hereby undertakes the following in relation to the *Civil Aviation Safety Authority Enterprise Agreement 2023–2026*:

1. Pay rates below the Award - Corporate Services Level 1 employees

For the purpose of clause 13.1 employees who commence employment as a Corporate Services Level 1 classification will be paid a minimum starting salary at Pay Point C of the Corporate Services Level 1 classification.

2. Apprentice and trainee pay rates below the Award

For the purpose of clause B.3 apprentices or trainees employed by CASA will be paid in accordance with the following table:

Length of service	% of Corporate Services Level 1 Pay Point C rate
1 st year of service	80%
2 nd year of service	86%
3 rd year of service	88%
4 th year of service	92%

Signed for and on behalf of the Civil Aviation Safety Authority

Chris Garner
a/g Branch Manager
People and Capability

28 February 2024

CASA Enterprise Agreement 2023-2026