

**Draft 13 April 2018**  
**Helicopter Aircrew Award 2018**

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## Part 1—Application and Operation

### 1. Title

This award is the *Helicopter Aircrew Award 2018*.

### 2. Commencement and transitional

2.1 This award commences on **XX XXX 2018**.

2.2 Neither the making of this award nor the operation of any transitional arrangements is to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

**standard rate** means the minimum wage for a Year 1, Qualified Aircrewperson in clause 18.

**Accident** has the same meaning as defined by the Civil Aviation Safety Authority.

**Incident** has the same meaning as defined by the Civil Aviation Safety Authority.

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## **4. Coverage**

- 4.1** This award covers employees who are engaged to work in the occupation of Helicopter Aircrew (as defined in clause 17.1(a)) to the exclusion of any other modern award.
- 4.2** This award does not cover employees who are covered by classifications in:
- (a) the Medical Practitioners Award 2010;
  - (b) the Airline Operations – Ground Staff Award 2010;
  - (c) the Air Pilots Award 2010.
- 4.3** This award covers any employer which supplies on-hire employees performing work in the occupation of Aircrewperson covered by classifications in this award and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee.
- 4.4** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.5** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## **5. Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6. The National Employment Standards and this award**

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

## **7. Award flexibility**

- 7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the

employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**7.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause [7.1](#); and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**7.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**7.6** Except as provided in clause [7.4\(a\)](#) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**7.8** The agreement may be terminated:

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- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

- 7.9** The notice provisions in clause [7.8\(a\)](#) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause [7.8\(a\)](#), subject to four weeks' notice of termination.
- 7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation regarding major workplace change**

#### **8.1 Employer to notify**

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### **8.2 Employer to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

### **8.3 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **9. Dispute resolution**

**9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

**9.2** If a dispute about a matter arising under this award is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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- 9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

- 10.1** Employees under this award will be employed in one of the following categories:
- (a) full-time;
  - (b) part-time; or
  - (c) casual.

### **11. Full-Time**

- 11.1** Any employee not specifically engaged as being a part-time or casual employee is for the purposes of this award a full-time employee.

### **12. Part-Time**

- 12.1** An employee may be engaged to work on a part-time basis involving a regular pattern of hours that averages less than full-time weekly hours.
- 12.2** A regular part-time employee is an employee who:
- (a) works less than full-time hours per week; and
  - (b) has reasonably predictable hours of work; and
  - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.



### **13. Casual employment**

- 13.1 A casual employee is one engaged and paid as such and whose engagement may be terminated at any time.
- 13.2 Casual employees will be paid a minimum of four hours for each day worked.
- 13.3 Casual employees will be paid at rates based upon salary scales in clause 18 of the award plus a loading of 25%.
- 13.4 Casual employees will not be entitled to leave as provided in clause 30 - Annual Leave, clause 31 - Personal Leave (unless provided for by NES) and clause 32.1 - Jury Service, of this award.

### **14. Employer and Employee Duties**

- 14.1 An employer may direct an employee to carry out such duties and to use such tools and equipment as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award.

### **15. Termination of employment**

- 15.1 Notice of termination is provided for in the NES.

#### **15.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

#### **15.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### **16. Redundancy**

- 16.1 Redundancy pay is provided for in the NES.

#### **16.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the

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former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

**16.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**16.4 The amount of pay** for the purposes of the NES Redundancy entitlement under clause 16.1 means the ordinary time rate of pay for the employee concerned.

**16.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 15.3.

**16.6 ~~Transmission of business~~**

- (a) ~~Where a business is, before or after the date of this award, transmitted from an employer (in this clause called the **transmittor**) to another employer (in this clause called the **transmittee**) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:~~
  - ~~(i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and~~
  - ~~(ii) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.~~
- (b) ~~In this clause **business** includes trade, process, business or occupation and includes part of any such business and **transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.~~

**COMMENT: PARTIES AGREED TO REMOVE 16.6**

## Part 4—Minimum Wages and Related Matters

### 17. Classifications

#### 17.1 Classifications are defined as follows:

- (a) **Helicopter Aircrew** are employees who are employed as Surveillance Aircrewperson, Rescue Aircrewperson, Surveillance Mission Coordinator, Aircrewperson, Line Training Aircrewperson or Check and Training Aircrewperson. Aircrewpersons engaged in either Emergency Medical Service, Search and Rescue, Helitak Work (Airborne Rapelling, Firebombing and Firemapping) or transportation of passengers by Helicopter.
- (b) **Surveillance Aircrewperson** - A member of the helicopter flight crew other than a pilot who is qualified and proficient in the operation of equipment and techniques necessary to be despatched on surveillance missions. A Surveillance Aircrewperson must have completed a Certificate III in Aviation or have equivalent level of skill and training.
- (c) **Rescue Aircrewperson** - A member of the Helicopter flight crew other than a pilot who is qualified and proficient in the operation of equipment and techniques necessary to be despatched on surveillance missions and/or to be despatched from the helicopter to a person or persons in distress and to render the necessary aid prior to evacuation by the most appropriate means. They are also responsible for passenger safety during Passenger Transport Operations. A Rescue Aircrewperson must have completed a Certificate III in Aviation (Rescue Crewperson) or have equivalent level of skill and training.
- (d) **Surveillance Mission Coordinator** – A member of the helicopter flight crew other than a pilot who is qualified and proficient in the operation of equipment and techniques necessary to be despatched as the Coordinator of surveillance missions.
- (e) **Aircrewperson** - A member of the Helicopter flight crew, other than a pilot, who is qualified and proficient in the techniques necessary to perform any of the following: Search and Rescue, Emergency Medical, Rappelling, Sling loading, Surveillance Missions, Passenger Transport, or Winching Operations. This may also include left front seat operations assisting and monitoring the pilots. Aircrewperson are responsible for passenger safety during Passenger Transport Operations. Aircrewpersons must satisfy the requirements for an Aircrewperson/Winch operator set out in Civil Aviation Order 29.11. An Aircrewperson must have completed a Certificate IV in Aviation (Aircrewperson) or have equivalent level of skill and training.
- (f) **Line Training Aircrewperson** - An Aircrewperson who at the direction of the employer performs instruction and/or training duties.
- (g) **Check and Training Aircrewperson** – A Check and Training Aircrewperson who is approved pursuant to the Civil Aviation Orders by the Civil Aviation Safety Authority (CASA) to conduct, and who does so conduct at the direction of the employer, flight proficiency tests and who certifies to the competency of

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Aircrewperson so tested. He or she is responsible for the training and operational standards of Aircrewperson and Rescue Crewperson.

## **18. Minimum wages**

**18.1** The following must be the minimum weekly wages for Helicopter Aircrew:

Year of Service	Rescue Crew / Surveillance Crew (C9)	Aircrewperson / Surveillance Mission Coordinator (C7)
	\$	\$
1 <sup>st</sup>	834.40	882.80
2 <sup>nd</sup>	853.13	902.62
3 <sup>rd</sup>	871.86	922.43
4 <sup>th</sup>	890.55	942.20
5 <sup>th</sup>	909.29	962.04
6 <sup>th</sup>	928.01	981.84
7 <sup>th</sup>	946.71	1001.62
8 <sup>th</sup>	965.44	1021.44
9 <sup>th</sup>	984.15	1041.24

**COMMENT: PARTIES HAVE AGREED TO INSERT A NEW MINIMUM WEEKLY WAGES TABLE BASED ON CLASSIFICATION AND YEARS OF SERVICE WHICH REPLACES THE OLD TABLE AND ALSO REPLACES OLD CLAUSE 18.3 ANNUAL INCREMENT**

**THE INCREASES ARE BASED ON THE PAY SCALE FOR HELICOPTER PILOTS DEPLOYED ON SIMILAR MISSIONS TO HELICOPTER AIRCREW FOR THE SAME SIZED HELICOPTERS WHICH HELICOPTER AIRCREW ARE DEPLOYED ON.**

### **18.2 Check and Training Aircrewperson allowance**

A Check and Training Aircrewperson will be paid an additional amount equal to 12% of the total wage payable to a 1<sup>st</sup> year Aircrewperson as per clause 18. An employee receiving Check and Training Aircrewperson allowance is not entitled to receive the Line Training aircrewperson allowance.

### **18.3 Line Training aircrewperson allowance**

An Aircrewperson performing training will be paid an additional amount equal to 5% of the total wage payable for a 1<sup>st</sup> year Aircrewperson as per clause 18.

#### **18.4 Ordinary Hourly Rate of Pay**

- (a) The Ordinary Hourly Rate of Pay for the purposes of calculating overtime will be calculated in the following way. The total of the minimum weekly rate of pay plus any all purposes allowances, divided by 38 hours.

#### **18.5 Ordinary Weekly Rate of Pay**

- (a) The Ordinary Weekly Rate of Pay will include the minimum weekly rate of pay as prescribed in clause 18.1 and any all purpose allowances.
- (b) The Ordinary Weekly Rate of Pay is to be paid each week for all types of work cycles, including any averaging of hours arrangement.

#### **18.6 Ordinary Daily Rate of Pay**

- (a) The Ordinary Daily Rate of Pay will be calculated in the following way. The total of the minimum weekly rate of pay plus any all purpose allowances, multiplied by 52, divided by the number of work cycles in a year, divided by the number of On- duty days in a work cycle.
- (b) The Ordinary Daily Rate of Pay is only to be used for calculating the overtime penalty to be paid. Employees working overtime should be paid their ordinary weekly rate of pay according to clause 18.5 in addition to any applicable penalty in accordance with clauses 18.6(a) and 27.

**COMMENT: THE AMWU HAS ADDED CLAUSES 18.4 AND 18.5 TO ENSURE THAT THE DAILY OVERTIME RATE IS CLEAR AND ADDRESSING CONCERNS RAISED IN THE BABCOCK SUBMISSIONS. THE AMWU UNDERSTANDS THAT BABCOCK AGREES TO THESE DEFINITIONS.**

#### **18.7 All Purpose Allowances**

Any allowance which is paid to an employee for their ordinary rostered days is an all purpose allowance and includes:

- (a) Check and Training Aircrewperson Allowance;
- (b) Line Training Aircrewperson Allowance;
- (c) Night Vision Goggle Operation Allowance
- (d) Mobile Intensive Care Ambulance Allowance; and
- (e) Other skills allowance

**COMMENT: THE PARTIES ARE AGREED THAT THESE WOULD BE THE ALL PURPOSE ALLOWANCES. HOWEVER, BABCOCK ARE OPPOSED TO THE CONCEPT OF THE “OTHER SKILLS ALLOWANCE” EXISTING.**

#### **18.8 Supported wage system**

See Schedule B

#### **18.9 National training wage**

The National Training Wage is found in the *Miscellaneous Award 2010*

**19. Allowances (Figures adjusted for CPI from April 2002 to Dec 2017)**

**19.1 Tools of trade**

Where an employer requires an employee to utilise any tools of trade and does not provide those tools of trade free of cost to the employee, the employer must reimburse the employee for the reasonable cost of the purchase and maintenance of the tools of trade required in the performance of the employee's duties.

**19.2 Tools of trade include the following:**

- (a) wet suit
- (b) weight belt
- (c) snorkel
- (d) helmets
- (e) diving fins
- (f) stinger suit
- (g) face mask
- (h) flying gloves
- (i) safety knife
- (j) diving knife
- (k) boots and gloves

**COMMENT: THE PARTIES HAVE AGREED ON A RE-WRITTEN CLAUSE 19.1 AND 19.2, WHICH REFLECTS THE PRACTICE OF EMPLOYERS PROVIDING TOOLS OF TRADE. HOWEVER, ENSURES THAT THE COST CANNOT BE TRANSFERRED TO EMPLOYEES WHERE THE TOOLS ARE NOT PROVIDED.**

**19.3** Where the employer requires an employee to utilise any tools of trade and does not provide those tools of trade free of cost to the employee, the employer will reimburse an employee a reasonable amount to cover loss or damage to a Helicopter aircrewperson's tools of trade as specified above, whilst at or operating from a specified area of operations of the employer.

**19.4 Night Vision Goggle Operation Allowance**

Where an employer requires the use of Night Vision Goggles for operational tasking in aircraft specifically modified for usage of this technology, employees who have been trained in the use of Night Vision Goggles shall be paid a yearly allowance as follows:

- (a) For rescue crew officers, per year 291.99% of the weekly standard rate (\$2577.67); and
- (b) For aircrew officers, per year 466.77% of the weekly standard rate (\$4120.67)

### **19.5 Mobile Intensive Care Ambulance allowance**

An employee who is:

- (a) trained and certified:
  - (i) by or for Ambulance Victoria with a Mobile Intensive Care Ambulance certificate; or
  - (ii) by an external party with a substantially equivalent external certification; and
- (b) required by the employer to hold that qualification as part of their duties,

is entitled to a Mobile Intensive Care Ambulance allowance per year equal to 356.88% of the weekly standard rate [\$3150.50].

**COMMENT: THE PARTIES HAVE AGREED TO THIS VARIED CLAUSE 19.5 MOBILE INTENSIVE CARE AMBULANCE ALLOWANCE**

### **19.6 Other Required Additional Skill Certification Allowance**

~~An employee who is required to maintain an additional skill certification in order to perform work on a particular service contract or aircraft will be paid an additional 5% per additional skill certification.~~

- (a) If the employer requires the implementation an additional skill to be obtained and utilised by employees which requires certification for or on behalf of an external party the employer must consult with all employees and/or their representatives and attempt to reach agreement with a majority of the workforce about the allowance to be paid for that skill.
- (b) The employer must not withhold agreement unreasonably.
- (c) The employer must provide all relevant information to employees and their representatives. The information may be provided on the basis that the information is only discussed amongst employees and their representatives and is otherwise confidential.

**COMMENT: THE AMWU HAS VARIED THE PROPOSED ENTITLEMENT IN RELATION TO THIS ENTITLEMENT FROM A MONETARY ENTITLEMENT TO AN ENTITLEMENT TO ENTER INTO NEGOTIATIONS AND REASONABLE DEALING FROM THE EMPLOYER. BABCOCK DOES NOT AGREE TO THIS CLAUSE.**

### **19.7 Fitness allowance**

All employees (except surveillance aircrewpersons) will be paid an annual allowance of \$1521.50 to cover such expenses as:

- (a) gym membership;
- (b) pool entry;
- (c) fitness assessment and fitness programme; and
- (d) sports equipment such as that required to undergo the fitness test i.e. shorts, running shoes, socks, swimming goggles, swimmers etc.

**COMMENT: CLAUSE 19.5 FITNESS ALLOWANCE IS NOT AGREED**

**19.8 Overnight Allowance**

In addition to any other allowance, an employee will be paid an overnight allowance of \$23.15 for each night spent away from home base.

**19.9 Overseas allowance**

An employee who is required by his employer to work or attend training courses outside Australia, will be paid an allowance of \$39.55 for each night spent away overseas.

**19.10 Continuous duty allowance**

Where a crewperson is not relieved of duty for a continuous period of 20 minutes between the fourth and fifth hours since the commencement of duty or at some other mutually agreed time he or she will be paid an allowance of \$22.00.

**19.11 Accommodation and transport allowance**

Crewperson away from home base on flight duty, or training or other duty or when deadheading under employer direction will be reimbursed for their accommodation and transport unless these are provided by the employer.

**19.12 Meal Allowance**

- (a) A crewperson on duty away from home base will receive a meal allowance unless a meal is provided by the employer.
- (b) Where, during a tour of duty a crewperson is shut down away from home base between the hours of 12 noon and 2.00 p.m., he or she will receive the meal allowance unless a meal is provided by the employer.
- (c) Where a crewperson is away from home base on an overnight or field tour (other than a tour where the employer is obligated to accept messing arrangements provided by the client) the meal allowance will be payable.
- (d) The meal allowance will be as follows:
  - (i) Breakfast \$19.60
  - (ii) Lunch \$22.20
  - (iii) Dinner \$51.45

**19.13 Laundry allowance**

The employer will reimburse the crewperson for reasonable actual laundry expenses incurred while travelling away from home base unless the employer provides the laundry service. Where a laundry service is not available the employer will pay an allowance per day of \$4.20 to assist in laundering company and personal clothing.

**19.14 Camping allowance**



Where an employee is required to camp out in the course of his or her duties he or she will be paid a camping allowance per night of \$34.75.

**19.15 Transport allowance**

**19.16** Where an employee is required to travel on company business the employer will reimburse the cost of travel at the Australian Taxation Office standard rate for taxation calculations in place at the time.

**19.17 Loss of baggage allowance**

**19.18** The employer will reimburse an employee for reasonable loss or damage to personal baggage whilst travelling in the course of employment.

**19.19 Passport and vaccination**

An employee required to work overseas will be reimbursed by the employer for any expenses associated with maintaining a current passport and vaccination requirements.

**19.20 Permanent transfers**

- (a) An employee on permanent transfer requested and approved by the employer will be reimbursed for all reasonable expenses incurred for the removal of his or herself, his or her husband or wife, dependents, furniture, possessions and personal effects from one home base to another. The employer may elect to provide fully furnished accommodation for the transferred employee and reimburse storage costs for the employee's furniture and possessions.
- (b) An assignment to a base other than the employees fixed home base for a period of 90 days or more will be regarded as a permanent transfer, unless otherwise mutually agreed.
- (c) If employment is terminated within six months of the permanent transfer by the employer as a result of the employee's misconduct, the employee will be liable for repayment of removal costs under subclause 19.20 on a pro-rata basis. This will also apply should the employee terminate his or her employment for any reason within six months of a permanent transfer.

**19.21 Telephone**

- (a) Where the employer requires the employee to have a telephone, the employer will reimburse all mobile set up costs on a once per employee basis. Notwithstanding this, any reasonable telephone costs incurred by the employee related to a permanent or temporary transfer requested by the employer will be reimbursed.
- (b) The employer will reimburse the employee for telephone service costs and all amounts paid for local and trunk calls made in connection with their employment. Reimbursement of up to the value of \$32.70 per month will be paid by the company with no substantiation required. Claims in excess of this value will require all calls to be logged and supported by the telephone company billing statement.

**COMMENT: FOLLOWING DISCUSSIONS WITH BABCOCK, THE AMWU HAS UPDATED THE CLAUSE TO REFLECT THE UBIQUITY OF MOBILE PHONES AS**

**COMPARED TO LAND LINES. HOWEVER, BABCOCK HAS NOT AS YET AGREED TO THIS CLAUSE.**

**19.22 Associated duty expenses**

Upon production of receipts, the employer will reimburse an Aircrewperson for all authorised out of pocket expenses incurred by him or her while providing assistance to passengers or clients in the course of his or her employment.

**19.23 Protective clothing and uniforms**

- (a) The employer will reimburse employees for the reasonable cost of supplying uniforms and protective clothing unless these items are provided by the employer.
- (b) The employer will reimburse an employee for replacing uniforms and clothing on a fair wear and tear basis unless these items are replaced by the employer.
- (c) The employer will reimburse to a reasonable amount for the purchase of a high standard of lightweight durable footwear suitable for flying duties up to \$152 p.a.

**19.24 Indemnity**

- (a) An employee will not be required to pay for damage or loss of aircraft or equipment used in the service nor will any lien or other claim be made by the employer upon the employee or their estate. Any claim made by any member of the public, passenger or other person upon the employee or their estate as a result of any accident or happening caused by them when duly performing their nominated duty, whether efficiently or, as may be subsequently determined, negligently, will be accepted by the employer as a claim made against the employer. The employer will be solely responsible for all claims as a result of operations by or travel in their aircraft. The foregoing will not apply to an employee who knowingly performs their nominated duty in a manner contrary to law or the employer's policy.

**COMMENT: THE PARTIES HAVE AGREED TO REPLACE FORMER PARAGRAPHS 19.23 (a) and (b) with the 19.23 (a) above.**

- (b) Except in the case of negligence or poor performance, the company will reimburse the employee for all fines levied by the Civil Aviation Authority in accordance with the Civil Aviation Orders or Civil Aviation Regulations.

**19.25 Life Insurance and Total and Permanent Disability Insurance**

- (a) An employer will provide each of their employees with insurance for accidental death or accidental total and permanent disability benefit of not less than 28,184% of the weekly standard rate, over and above any entitlement available under accident compensation legislation.
- (b) The insurance benefit from clause 19.23(a) will be paid only to the employee's nominated dependants or next friend or trustee and a receipt or receipts for the amount insured from such dependant, next friend or trustee will terminate the employer's obligation under this clause.

- (c) An employee's entitlement under a superannuation scheme provided by their employer, to a death or total and permanent disability benefit of not less than an amount prescribed in clause 19.23(a) will satisfy the objective of this clause.
- (d) Should an employer's insurer for other employees reject a proposal for cover of an individual employee under clause 19.23(a), and should that employee be able to obtain their own insurance, the employee will be reimbursed, upon production of a receipt, for expenditure on such insurance up to \$784.14.
- (e) Payment under clause 19.23(a) will be deemed to discharge the employer's obligation in this subclause.

**COMMENT: THE PARTIES HAVE AGREED TO REPLACE CLAUSE 19.24 WITH THIS LIFE AND TPD INSURANCE CLAUSE, WHICH IS BASED ON AN AMOUNT EQUAL TO \$248,808.35, WHICH IS 5.42 OF STANDARD ANNUAL WAGE OF A 1<sup>ST</sup> YEAR AIRCREWPERSON.**

#### **19.26 Income Protection Insurance**

The employer will obtain income protection insurance for the employee at the rate of 75% of the employee's ordinary wage for five years.

**COMMENT BABCOCK DO NOT AGREE TO THIS CLAUSE 19.25 INCOME PROTECTION INSURANCE**

#### **19.27 Adjustment of expense related allowances**

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Continuous duty allowance	Take away and fast foods sub-group
Camping allowance	Take away and fast foods sub-group
Clothing and equipment	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle/travel allowance	Private motoring sub-group
Fitness allowance	Sports participation sub-group
Telephone allowance	Telecommunications equipment and services sub-group
Overnight allowance	Domestic holiday travel and accommodation sub-group

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Overseas allowance	International holiday travel and accommodation sub-group
Laundry	Cleaning, repair and hire of clothing and footwear sub-group
Protective clothing and uniform	Footwear sub-group

**20. Accident pay**

**20.1** In addition to any statutory entitlements to Workers' Compensation, an employee will be paid "make-up" pay.

**20.2** Make-up pay will:

- (a) be an amount of money equal to the difference between the employee's Workers' Compensation entitlements and the amount of the usual salary that he or she would have received for ordinary time had he or she been at work for the period concerned. However, it will not apply during the first five or aggregate five working days of incapacity resulting from an injury nor will it apply during any period of paid leave;
- (b) be payable for a maximum period or aggregate of periods in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury;
- (c) be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the employee and the employer.

**20.3** If, for the purposes of sub-clause 20.2(a) above, no specific earnings figure is otherwise ascertainable, the figure used will be the average of ordinary time earnings over the previous three months or such lesser period of time during which the employee has been employed.

**20.4** Nothing in this clause will affect the right of an employer to terminate an employee's employment in accordance with clause 12 - Termination of Employment. Provided that no employee will be terminated as a result of his or her having received make-up pay or as a means of avoiding make-up pay obligations.

**20.5** In the event that an employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the employer to pay make-up pay will cease from the date of such redemption.

**20.6** Where the employee recovers damage from the employer or from a third party in respect of a compensable injury independently of statutory entitlements, he or she will be liable to repay to his employer the amount of make-up pay which he or she has received in respect of the said injury and will have no further make-up entitlements in respect of the injury.

**20.7** This clause will apply in respect of compensable injury suffered on or after the date of this agreement.

## **21. Payment of wages**

**21.1** Salaries will be paid fortnightly.

**21.2** Salaries will be paid directly into a financial institution nominated by the employee that accepts electronic fund transfer from the employer's payroll system.

**21.3** On or day prior to payday, the employer will provide to each employee, in writing, the gross amount of salary to be paid, the deductions made and the net amount being paid to the employee.

## **22. Superannuation**

### **22.1 Superannuation legislation**

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **22.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **22.3 Voluntary employee contributions**

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

### **22.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another

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superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper; or
- (b) Sunsuper; or
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before [insert date of making of award], provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or]
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

**22.5 Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

**22.6 Paid leave**

While the employee is on any paid leave.

**22.7 Work related injury or illness**

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work related illness provided that:

- the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- the employee remains employed by the employer.

## **Part 5—Hours of Work and Related Matters**

**23. Ordinary hours of work and rostering**

**23.1** Maximum weekly ordinary hours and requests for flexible working arrangements are provided for in the NES.

**23.2** The ordinary hours may average 38 hours per week over a period inclusive of meal breaks but:

- (a) Must not exceed 152 hours in 28 consecutive days; or
- (b) Must not exceed 266 hours in 56 consecutive days.

**COMMENT: THIS CLAUSE HAS BEEN VARIED TO ENSURE COMPLIANCE WITH THE NES. THE AMWU UNDERSTANDS THAT BABCOCK AGREE TO THIS CLAUSE.**

## **24. Aircrew employee's duty and flight time limits**

Aircrew employee's duty and flight time, except where expressly varied by this clause, will comply with the limitations of the provisions of the Civil Aviation Orders Part 48 and concessions approved by the Secretary of the Civil Aviation Authority.

## **25. Hours of duty and days free of duty**

- 25.1** Duty time and flight time, except where expressly varied by this clause, will be carried out in accordance with the provisions of the Civil Aviation Orders Part 48 and concessions approved by the Civil Aviation Safety Authority. These regulations as varied from time to time form part of this award.
- 25.2** Employers will ensure a crewperson will be rostered at least one weekend off in each 28 days.
- 25.3** A crewperson while at their home base will receive four days free from all duties in every fourteen day period. Such duty free days will be taken in two, two day periods provided that this may be varied by mutual agreement between a crewperson and the employer.
- 25.4** Where a tour of duty is cancelled and the crewperson is notified at or before 1900 hours of the preceding day, then the day of the cancelled tour of duty may be regarded as a **day off**.
- 25.5** A crewperson on reserve or standby duty will be contactable within any scheduled reserve duty period and will report for the appointed duty no later than one hour after being contacted. The employer will specify the reserve duty period commencement and finishing time which will be as agreed between the employer and the employee but the duration of such reserve duty periods will not exceed twelve hours.
- 25.6** The crewperson day on or days off under this award will be preceded and succeeded by buffer periods, the sum of which will be no less than twelve hours.

## **26. Multiple day tours**

### **26.1 Non-permanent tourers**

- (a) A period of duty away from home base will be planned up to a maximum of 28 days duration provided, however, the tour may subsequently be extended a further fourteen days by mutual agreement.
- (b) Where a crewperson is on duty away from home base they may be required by mutual agreement to defer duty free days in excess of those duty days referred

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to under CAO 48 and in this event will on return to home base immediately receive the deferred days off by mutual agreement.

- (c) In addition to days off prescribed under clause 25 a crewperson away from home base will accrue one day off at home base for each five days away. Any portion of five days away will, for the purpose of determining accrued days off be added to the subsequent period of duty. The calculation of the accrual of days off will include the day of departure where the schedule departure time is prior to 1200 hours and the day of return where the schedule arrival time is after 1200 hours.
- (d) Any days off accruing under the above clauses will not be included as part of annual leave.
- (e) Any accrued days off under this clause will be taken immediately upon return to home base, provided that such accrued days may be taken at an alternative time mutually agreed upon between the crewperson and the employer.
- (f) For the purpose of this clause duty away from home base will not include training.
- (g) Methods of achieving correct ratios between periods of duty away from home base and days off may be agreed between the employee and employer.

## **26.2 Permanent Tourers**

- (a) Instead of the arrangements under clause 25 or 26.1, Helicopter Aircrew who are permanent tourers working away from home base or away from their residence may work a 28 day roster made up of 15 days on and 13 days off.

**COMMENT: CLAUSE 26 IS NOT AGREED. THE AMWU HAS ADDED A FURTHER CLAUSE FOR PERMANENT TOURERS TO REFLECT THE CURRENT WORK ARRANGEMENTS PERFORMED BY TOURERS. BABCOCK DO NOT AGREE WITH CLAUSE 26 AND ALSO DO NOT AGREE WITH THE ANNUAL LEAVE PROVISIONS APPLYING TO MULTIPLE DAY PERMANENT TOURERS.**

## **27. Overtime days worked**

- 27.1** Where an employer requires a full-time or part-time employee to work extra days in addition to the employee's ordinary rostered days and the employee agrees to do so, the employee shall be paid at the rate equivalent to their ordinary daily rate (clause 18.6(a)) multiplied by 2. The amount of the ordinary daily rate is to include all allowances that are paid to the employee for their ordinary rostered days.
- 27.2** Where an employer requires an employee to work an extra shift and that shift is a night shift, the rates in 27.1 will apply plus an additional loading of 10% for that shift.
- 27.3** An employee may elect to take time off instead of being paid for extra days worked under clause 29. Any such time taken in lieu will be deducted from working days only.



**COMMENT: CLAUSE 27 OVERTIME DAYS WORKED IS NOT AGREED.**

## **28. Overtime hours worked**

**28.1** An employee is entitled to an hourly overtime rate being their ordinary hourly rate of pay (clause 18.4) for each hour multiplied by 1.5 (one and a half time) for the first two hours and multiplied by two (double time) thereafter or part thereof for each hour worked in addition to their rostered ordinary hours (a "shift extension") as defined in clause 23. Overtime is to be calculated at the end of the work cycle.

**COMMENT: THE AMWU HAS CHANGED THE OVERTIME CLAUSE FROM BEING DOUBLE TIME FOR ALL TIME WORKED, TO TIME AND A HALF FOR THE FIRST TWO HOURS AND DOUBLE TIME THEREAFTER FOR OVERTIME HOURS WORKED. THIS IS NOW AGREED BETWEEN THE PARTIES. HOWEVER, THERE IS NO AGREEMENT ABOUT WHEN OVERTIME SHOULD BE CALCULATED. BABCOCK SAY THAT IN CALCULATING OVERTIME PENALTIES, EACH DAY SHOULD STAND ALONE.**

**28.2** If an Employee works eight or more hours overtime, then the Employee will be entitled to payment under clause 27, and not under this clause.

**COMMENT: CLAUSE 28.2 IS NOT AGREED. BABCOCK ARE OPPOSED TO THE CONCEPT OF OVERTIME DAYS.**

**28.3** An employee may elect to take time off instead of being paid for extra days worked under clause 29. Any such time taken in lieu will be deducted from working days only.

## **29. Time off instead of payment for overtime**

**29.1** An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

**29.2** Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under this clause.

**29.3** An agreement must state each of the following:

- (a)** the number of overtime hours to which it applies and when those hours were worked;
- (b)** that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
- (c)** that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (d)** that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

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Note: An example of the type of agreement required by this clause is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F. An agreement under this clause can also be made by an exchange of emails between the employee and employer, or by other electronic means.

**29.4** The period of time off that an employee is entitled to take is the same as the number of overtime hours or days worked.

EXAMPLE: By making an agreement under clause 27 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

**29.5** Time off must be taken:

- (a) within the period of 6 months after the overtime is worked; and
- (b) at a time or times within that period of 6 months agreed by the employee and employer.

**29.6** If the employee requests at any time, to be paid for overtime covered by an agreement under clause 27 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

**29.7** If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

**29.8** The employer must keep a copy of any agreement under this clause as an employee record.

## **Part 6—Leave and Public Holidays**

### **30. Annual leave**

Annual leave is provided for in the NES. This clause supplements the NES.

#### **30.1 Additional Annual Leave**

**30.2** An employee is entitled to annual leave under this award, in addition to annual leave provided for under the NES, such that the employee's total entitlement to annual leave pursuant to the NES and this award for each year of employment will be a total period of 42 calendar days.

#### **30.3 Varying previously agreed schedule of annual leave**

If the employer requests the employee to vary a previously agreed schedule of annual leave and the employee has entered non-cancellable financial commitments for travel and/or accommodation, a revised time to take annual leave may be arranged only by mutual agreement between the employee and the employer. If mutual agreement is reached, the employer will reimburse to the employee any non-refundable costs associated with their original leave or holiday plans.

#### **30.4 Leave Loading**

Employees will receive an annual leave loading of 17.5% of normal salary for the first 28 days of leave.

### **30.5 Other Annual Leave Entitlements**

- (a) Annual leave may be taken in more than one period.
- (b) The employer will not recall an employee from annual leave except by mutual agreement between the employer and employee.
- (c) An employee will be paid in full for the period of leave to be taken before commencing such leave or where the employee agrees payments may be made fortnightly.

### **30.6 Annual leave in advance**

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by this clause is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

- (c) The employer must keep a copy of any agreement under this clause as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this clause, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **30.7 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under this clause must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.

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- (e) An agreement under this clause must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under this clause as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under this clause.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under this clause.

Note 3: An example of the type of agreement required by this clause is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

### **30.8 Public Holidays**

- (a) Public holiday entitlements are provided for in Division 10 of the NES.
- (b) An employee entitled to 42 days of annual leave under this award will not be entitled to public holidays.

**COMMENT: THE AMWU HAS ADDED THIS CLAUSE 30.8 TO CLARIFY THE INTERACTION BETWEEN THE 42 DAYS ANNUAL LEAVE AND PUBLIC HOLIDAYS.**

**HOWEVER, BABCOCK DO NOT COMPLETELY AGREE WITH THE ANNUAL LEAVE PROVISIONS AS THEY RELATE TO PERMANENT TOURING EMPLOYEES.**

### **31. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

#### **31.1 Upper Respiratory Tract Infection Leave (URTI leave)**

- (a) In addition to Personal Leave provided for in the NES, employees will also be entitled to 6 days of leave per year when they have an Upper Respiratory Tract Infection (URTI). URTI Leave will be utilised before personal leave. The notice and evidence requirements for URTI Leave will be as required in the NES for Personal Leave.
- (b) A full-time employee is entitled to 6 days of URTI Leave on commencing employment and on each anniversary of commencement. Any URTI Leave

which is not taken by an employee does not accumulate at the end of each anniversary.

**COMMENT: THE PARTIES HAVE AGREED ON THE VARIED CLAUSE WHICH PROVIDES FOR 6 DAYS OF URTI LEAVE ON COMMENCEMENT AND ON EACH ANNIVERSARY YEAR, WITHOUT ACCUMULATING.**

## **32. Community service leave**

Community service leave is provided for in the NES.

### **32.1 Jury Service**

- (a) An employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer the amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of salary he or she would have received had he or she not been on jury service.
- (b) An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of his attendance, the duration of such attendance, and the amount received in respect of such jury service.

**COMMENT: CLAUSE 32.1 IS NOT AGREED BY BABCOCK**

## **33. Public holidays**

**33.1** Public holidays are provided for in the NES.

## **34. Parental Leave**

**34.1** Parental leave is provided for in the NES.

**Schedule A— Allowances (moved into clauses and CPI adjusted to Dec 2017 and car allowance covered by transport allowance clause)**

**A.1 Allowances Table**

:

## Schedule B—Supported Wage System

**B.1** This schedule defines 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 award.

**B.2** In this schedule:

**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 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 this 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 following website: [www.jobaccess.gov.au](http://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

### **B.3 Eligibility criteria**

**B.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 of work 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.

**B.3.2** This 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.

### **B.4 Supported wage rates**

**B.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause B.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10

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<b>Assessed capacity (clause B.5)</b>	<b>Relevant minimum wage</b>
%	%
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**B.4.2** Provided that the minimum amount payable must be not less than \$76 per week.

**B.4.3** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

**B.5 Assessment of capacity**

**B.5.1** For the purpose 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 employee and, if the employee so desires, a union which the employee is eligible to join.

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

**B.6 Lodgement of SWS wage assessment agreement**

**B.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.

**B.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.

**B.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual 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 supported wage system.



## **B.8 Other terms and conditions of employment**

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

## **B.9 Workplace adjustment**

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 re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **B.10 Trial period**

**B.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.

**B.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.

**B.10.3** The minimum amount payable to the employee during the trial period must be no less than \$76 per week.

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

**B.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 clause B.5.

## Schedule C—Agreement to Take Annual Leave in Advance

[Sched F inserted by [PR582954](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule D—Agreement to Cash Out Annual Leave

[Sched G inserted by [PR582954](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

### **The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule E—Agreement for Time Off Instead of Payment for Overtime

[Sched H inserted by [PR584068](#) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_