

FAIR WORK COMMISSION

**AM2016/3 – Proposed Helicopter Aircrew Award
Four yearly review of modern awards**

Submission on behalf of Babcock Mission Critical Services Australasia Pty Ltd

1. This submission is made on behalf of Babcock Mission Critical Services Australasia Pty Ltd (**BMCSA**), formerly Australian Helicopters Pty Ltd, in accordance with the amended directions issued by the Fair Work Commission (**FWC**) on 24 November 2017. This submission concerns the draft proposed *Helicopter Aircrew Award 2010* (**Proposed Award**) in Attachment A to the submissions of the Australian Manufacturing Workers' Union (**AMWU**) dated 20 September 2017 (**AMWU Submissions**).

2. BMCSA does not oppose a Modern Award being created for the helicopter aircrew industry. However, BMCSA objects to a number of terms in the Proposed Award as currently drafted. These include:
 - (a) Clause 16.6 (Transmission of business);
 - (b) Clause 17 (Classifications);
 - (c) Clause 18.3 (Annual Increment);
 - (d) Clause 19.1 (Safety equipment allowance);
 - (e) Clauses 19.3 (Mobile Intensive Care Ambulance allowance) and 19.4 (Other Required Additional Skill Certification Allowance);
 - (f) Clause 19.22 (Indemnity);
 - (g) Clauses 19.23 (Insurance) and 19.24 (Income Protection Insurance);
 - (h) Clause 20 (Accident pay);
 - (i) Clause 26 (Multiple day tours);
 - (j) Clauses 27 (Overtime days worked) and 28 (Overtime hours worked);
 - (k) Clause 30 (Annual leave);
 - (l) **Clause 31 (Personal/carer's leave and compassionate leave); and**

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(m) Clause 33 (Public holidays).

3. BMCSA's concerns with each term mentioned in paragraph 2 of this submission are covered in more detail below.
4. For several other clauses, BMCSA agrees with their intention in principle but considers that they could be redrafted to improve their clarity and precision. BMCSA does not propose to deal with those matters in this submission and submits that these matters would be better dealt with as part of revising an exposure draft of the Proposed Award.

Legislative framework

5. Section 156(2)(b)(ii) of the *Fair Work Act 2009* (Cth) (**Act**) empowers the FWC to make a modern award as part of its 4 yearly review of modern awards.

Modern awards objective

6. The exercise of the FWC's modern award powers, including the creation of a new modern award, is subject to the modern awards objective. The modern awards objective is set out in section 134(1) of the Act and provides that:

The FWC must ensure that modern awards, together with the National Employment Standards, provide a fair and relevant minimum safety net of terms and conditions, taking into account:

- (a) relative living standards and the needs of the low paid; and
- (b) the need to encourage collective bargaining; and
- (c) the need to promote social inclusion through increased workforce participation; and
- (d) the need to promote flexible modern work practices and the efficient and productive performance of work; and
- (da) the need to provide additional remuneration for:
 - (i) employees working overtime; or
 - (ii) employees working unsocial, irregular or unpredictable hours; or
 - (iii) employees working on weekends or public holidays; or
 - (iv) employees working shifts; and
- (e) the principle of equal remuneration for work of equal or comparable value; and
- (f) the likely impact of any exercise of modern award powers on business, including on productivity, employment costs and the regulatory burden; and
- (g) the need to ensure a simple, easy to understand, stable and sustainable modern award system for Australia that avoids unnecessary overlap of modern awards; and
- (h) the likely impact of any exercise of modern award powers on employment growth, inflation and the sustainability, performance and competitiveness of the national economy.

(emphasis added)

Award terms

7. Section 138 of the Act provides that:

A modern award may include terms that it is permitted to include, and must include terms that it is required to include, only to the extent necessary to achieve the modern awards objective and (to the extent applicable) the minimum wages objective.

8. Subdivision B of Part 2-3 of the Act outlines permissible terms that *may* be included in modern awards. Relevantly, these include:¹

- (a) minimum wages (including wage rates for junior employees, employees with a disability and employees to whom training arrangements apply), and:
 - (i) skill-based classifications and career structures; and
 - (ii) incentive-based payments, piece rates and bonuses;
- (b) type of employment, such as full-time employment, casual employment, regular part-time employment and shift work, and the facilitation of flexible working arrangements, particularly for employees with family responsibilities;
- (c) arrangements for when work is performed, including hours of work, rostering, notice periods, rest breaks and variations to working hours;
- (d) overtime rates;
- (e) penalty rates, including for any of the following:
 - (i) employees working unsocial, irregular or unpredictable hours;
 - (ii) employees working on weekends or public holidays;
 - (iii) shift workers;
- (f) annualised wage arrangements that:
 - (i) have regard to the patterns of work in an occupation, industry or enterprise; and
 - (ii) provide an alternative to the separate payment of wages and other monetary entitlements; and
 - (iii) include appropriate safeguards to ensure that individual employees are not disadvantaged;
- (g) allowances, including for any of the following:
 - (i) expenses incurred in the course of employment;

¹ See sections 139 and 142 of the Act.

- (ii) responsibilities or skills that are not taken into account in rates of pay;
 - (iii) disabilities associated with the performance of particular tasks or work in particular conditions or locations;
- (h) leave, leave loadings and arrangements for taking leave;
- (i) superannuation;
- (j) procedures for consultation, representation and dispute settlement; and
- (k) incidental and machinery terms.
9. Subdivision C of Part 2-3 of the Act outlines mandatory terms that **must** be included in modern awards. These relevantly include coverage,² flexibility,³ consultation about changes to rosters or hours of work,⁴ dispute settlement,⁵ ordinary hours of work,⁶ automatic variation of allowances⁷ and certain superannuation-related matters.⁸
10. Subdivision D of Part 2-3 of the Act outlines prohibited terms that **must not** be included in modern awards. These relevantly include objectionable terms,⁹ provisions for payments and deductions for the employer's benefit,¹⁰ right of entry terms,¹¹ discriminatory terms,¹² terms containing State-based differences,¹³ and long service leave-related terms.¹⁴

Creating a new award or varying an existing award?

11. In relation to making a modern award, section 163(2) of the Act provides that:

The FWC must not make a modern award covering certain employers or employees unless the FWC has considered whether it should, instead, make a determination varying an existing modern award to cover them.

12. The AMWU has acknowledged that it may be possible for the ***Aircraft Cabin Crew Award 2010 (Cabin Crew Award)*** to be varied by the FWC to cover helicopter aircrew.¹⁵

² See section 143 of the Act.

³ See section 144 of the Act.

⁴ See section 145A of the Act.

⁵ See section 146 of the Act.

⁶ See section 147 of the Act.

⁷ See section 149 of the Act.

⁸ See sections 149B to 149D of the Act.

⁹ See section 150 of the Act. An "objectionable term" is a term that requires or permits either: a contravention of Part 3-1 of the Act (which deals with general protections), or the payment of a bargaining service fee.

¹⁰ See section 151 of the Act.

¹¹ See section 152 of the Act.

¹² See section 153 of the Act.

¹³ See section 154 of the Act.

¹⁴ See section 155 of the Act.

¹⁵ AMWU Submissions, [45].

However, BMCSA agrees with the AMWU's position that the Cabin Crew Award would not be an appropriate base instrument and that it would be preferable and consistent with the modern awards objective for a modern award to be created specifically for helicopter aircrew.

Fair and relevant minimum safety net

13. In *Construction, Forestry, Mining and Energy Union v Anglo American Metallurgical Coal Pty Ltd (Anglo Case)* the Full Court of the Federal Court stated:¹⁶

It is of the essence to appreciate that a modern award is not an instrument the product of agreement, or conciliation and arbitration as representing all the terms and conditions of employment of identified employees. Rather, together with the National Employment Standards its purpose is to provide a **fair and relevant minimum safety net** of terms and conditions.

(emphasis in original)

14. The Court also emphasised the importance of including minimum safety net terms in a modern award "only to the extent necessary", stating in relation to section 138 of the Act that a modern award should not replicate the more generous conditions that may arise as a result of enterprise bargaining:¹⁷

...The words "only to the extent necessary" in s 138 emphasise the fact that it is the minimum safety net and minimum wages objective to which the modern awards are directed. Other terms and conditions beyond a minimum are to be the product of enterprise bargaining, and enterprise agreements under Pt 2-4. As the Guide to Pt 2-4 in s 169 says:

This Part is about enterprise agreements. An enterprise agreement is made at the enterprise level and provides terms and conditions for those national system employees to whom it applies. An enterprise agreement can have terms that are ancillary or supplementary to the National Employment Standards.

15. In terms of the minimum safety net being "fair and relevant", the Full Bench stated in its recent penalty rates decision that:¹⁸

Fairness in this context is to be assessed from the perspective of the employees and employers covered by the modern award in question. 'Relevant' is intended to convey that a modern award should be suited to contemporary circumstances.

16. BMCSA submits that a number of clauses suggested by the AMWU in the Proposed Award are not part of a fair and relevant minimum safety net and therefore inappropriate for inclusion in a modern award on the basis that:

- (a) A number of conditions are drawn from enterprise agreements, which do not generally form an appropriate reference point since they reflect "the outcome of industrial negotiation within a framework that allows for protected industrial action in support of bargaining claims, the industrial considerations of the particular union

¹⁶ [2017] FCAFC 123, at [18].

¹⁷ Ibid, at [23].

¹⁸ *Four yearly review of modern awards - Penalty Rates* [2017] FWCFB 1001, [37].

and employer, the enterprise history and enterprise-specific terms and conditions";¹⁹

- (b) Since the clauses drawn from enterprise agreements are the product of enterprise bargaining, they naturally offer more generous conditions than would be expected from a fair and relevant minimum safety net; and
- (c) a number of the clauses are highly prescriptive and specific to the operations of individual enterprises rather than relevant to the operations of the helicopter aircrew industry as a whole (for example the proposed Mobile Intensive Care Ambulance allowance in clause 19.3 which is only relevant to emergency medical work in Victoria, and which is only performed by one employer in the industry for one client).

17. In this submission, BMCSA outlines a number of clauses that it considers not to be part of a "fair and relevant minimum safety net" and therefore non-compliant with the modern awards objective.

Terms of concern in the Proposed Award

Clause 16.6 Transmission of business

- 18. BMCSA submits that Part 2-8 of the Act, including section 311, already provides for the conditions under which a transfer of business takes place. The object of Part 2-8 of the Act is to provide a balance between "the protection of employees' terms and conditions of employment under... certain modern awards... and the interests of employers in running their affairs efficiently".²⁰
- 19. BMCSA submits that the proposed clause 16.6 does not achieve this balance and is inconsistent with the transfer of business provisions in the Act.
- 20. Accordingly, BMCSA submits that clause 16.6 should not be included in the Proposed Award.

Clause 17 (Classifications)

- 21. Clause 17(b) of the draft proposed Award defines a single classification of "**Surveillance or Rescue Aircrewperson**". For clarity, it is important to separate these definitions because they are discrete roles with different essential functions and training requirements.²¹

¹⁹ This point was made by the Qantas Group in its submissions to the AIRC on *Award Modernisation (AM2008/25) Stage 3 Airline Operations* on 27 April 2009 in the context of award terms for international cabin crew, which at that time had no modern industry award applying to them.

²⁰ Act, section 309.

²¹ See, for example, statement of Stephen Flanagan dated 6 December 2017, [8]-[24].

22. Notwithstanding that much of the training is common to both roles, there are specific duties and responsibilities as well as specific training requirements that are unique to each role. This is evidenced in the **Applicant's witness statements**.²²

23. BMCSA proposes that the following classifications should be included instead of the combined "*Surveillance or Rescue Aircrewperson*" classification:

(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 from the helicopter to persons in distress and to render necessary aid prior to evacuation by the most appropriate means. A Rescue Aircrewperson must have completed a Certificate III in Aviation or have equivalent level of skill and training.

Clause 18.3 (Annual Increment)

24. As currently drafted, clause 18.3 of the Proposed Award provides that an employee will receive an "additional increment" of 3% for each year of service in addition to their classification.

25. The Full Bench of the Australian Industrial Relations Commission has previously noted the difficulties of including service-based increments in modern awards, given the latter's role as a safety net:²³

...There is a tension between increments based exclusively on length of service and the concept of a modern award safety net and, generally speaking, such increments are not appropriate for inclusion in a modern award that must be a safety net. We are not persuaded that we should alter the classification structure in the exposure draft by the addition of service increments or by the addition of increments that are in substance new and additional classifications...

26. There is nothing in the evidence or submissions filed in support of the application by the AMWU that demonstrates that an "annual increment" term is "necessary" to be included in the Proposed Award, within the meaning of section 138 of the Act.

27. To the extent that such an allowance is required at a particular enterprise in the helicopter aircrew industry, it would be more appropriately dealt with through enterprise bargaining.

²² See statement of Andrew Barry Gaskin (undated), [5]-[21]; statement of Brandon Rogers dated 19 September 2017, [5]-[10]; statement of Joel Young dated 19 September 2017, [4]-[10]; statement of Stephen Ford (undated), [9]-[18]; statement of Steven Robert Guyett dated 20 September 2017, [5]-[12]; statement of Brett Arthur Hoy dated 12 September 2017, [4]-[19]; statement of Charles William McGregor-Shaw dated 12 September 2017, [7]-[23]; statement of William Peter Smits dated 15 September 2017, [10]-[28].

²³ *Award Modernisation - Decision - re Stage 4 modern awards* [2009] AIRCFB 945, [140]. See also *Award Modernisation - Statement - Full Bench* [2009] AIRCFB 450, [49], where incremental payments were also rejected for the *Cemetery Industry Award 2010*.

That tells against the proposed allowance being "necessary" for inclusion in the Proposed Award.²⁴

28. It is submitted that an "annual increment" term is not consistent with the modern awards objective, particularly having regard to:

- (a) the need to encourage collective bargaining;
- (b) the need to promote flexible modern work practices and the efficient and productive performance of work;
- (c) the likely impact of any exercise of modern award powers on business, including on productivity, employment costs and the regulatory burden; and
- (d) the likely impact of any exercise of modern award powers on employment growth, inflation and the sustainability, performance and competitiveness of the national economy.

29. In considering what constitutes a "fair and relevant minimum safety net" suited to contemporary circumstances, it may be appropriate for the FWC to have regard to the terms of other modern awards in a similar or related industry. No annual increment provision is included in the Cabin Crew Award or the *Airline Operations – Ground Staff Award 2010 (Ground Staff Award)*.

30. Although the *Air Pilots Award 2010 (Pilots Award)* does contain an increment payment regime for pilots on on-shore helicopter operations, it has a more limited scope of operation, being limited to the first nine years of service and the increment varying from a narrow range between 1.66% to 2.34% depending on the year of service and type of helicopter used as set out in the following table:²⁵

Year of service	Single engine		Twin 0–9000 lbs		Twin over 9000 lbs	
	Minimum salary per annum	Increment	Minimum salary per annum	Increment	Minimum salary per annum	Increment
1st	\$52,037.00	–	\$55,568.00	–	\$58,005.00	–
2nd	\$53,255.00	2.34%	\$56,787.00	2.19%	\$59,226.00	2.10%
3rd	\$54,423.00	2.19%	\$58,005.00	2.14%	\$60,445.00	2.06%
4th	\$55,568.00	2.10%	\$59,226.00	2.10%	\$61,663.00	2.02%
5th	\$56,787.00	2.19%	\$60,445.00	2.06%	\$62,883.00	1.98%
6th	\$58,005.00	2.14%	\$61,663.00	2.02%	\$64,102.00	1.94%
7th	\$59,226.00	2.10%	\$62,883.00	1.98%	\$65,321.00	1.90%
8th	\$60,445.00	2.06%	\$64,102.00	1.94%	\$66,404.00	1.66%
9th	\$61,663.00	2.02%	\$65,321.00	1.90%	\$67,759.00	2.04%

²⁴ See, by parity of reasoning, *Annual leave - Black Coal Mining Industry Award* [2017] FWCFB 5394 at [38], [60]

²⁵ Pilots Award, clause E.5.1.

31. Otherwise, as noted by the Full Bench of the AIRC²⁶ an increment provision is not suitable in for inclusion in a fair and relevant minimum safety net such as the Proposed Award. Where modern awards such as the Pilots Award or the *Nurses Award 2010*²⁷ do feature an incremental payment regime, BMCSA submits that it is derived from historical antecedents specific to those industries that are not relevant to the helicopter aircrew industry.
32. Given the absence or limited application of increments in the modern awards outlined in paragraphs 29 and 30, and the lack of justification from the AMWU for the inclusion of such a provision in the Proposed Award, BMCSA submits that an annual increment regime on the terms proposed would be inconsistent with the modern awards objective.
33. Accordingly, BMCSA submits that clause 18.3 should not be included in the Proposed Award, or at least capped at a certain number of years at a lower level similarly to the Pilots Award, rather than increasing indefinitely as currently drafted.

Clause 19.1 (Safety equipment allowance)

34. The AMWU has acknowledged that the proposed "safety equipment allowance" in clause 19.1 of the Proposed Award was taken from the CHC Enterprise Award and may not be applicable where an employer provides the relevant equipment.²⁸
35. There is no justification for a safety equipment allowance to be paid to all crewpersons in the form of an industry allowance on the terms proposed.
36. **The full list of equipment in the Applicant's draft clause 19.1 is not required by** all aircrew. For example, a Surveillance Aircrewperson would not require most items on the list.
37. BMCSA provides all equipment that it requires for the work of its helicopter aircrew, as do several employers.
38. The above is supported by both **the Applicant's witness** evidence²⁹ and BMCSA's witness evidence.³⁰
39. As covered elsewhere in this submission, the provisions of an enterprise agreement are generally not a suitable starting point for drafting an industry-wide minimum safety net.

²⁶ *Award Modernisation - Decision - re Stage 4 modern awards* [2009] AIRCFB 945, [140].

²⁷ Clause 14.

²⁸ AMWU Submissions, [40].

²⁹ See statement of Andrew Barry Gaskin (undated), [34]; statement of Brandon Rogers dated 19 September 2017, [38]-[42]; statement of Joel Young dated 19 September 2017, [42]-[44]; statement of Stephen Ford (undated), [54]-[58]; statement of Steven Robert Guyett dated 20 September 2017, [30]-[31]; statement of Brett Arthur Hoy dated 12 September 2017, [38]-[39]; statement of Charles William McGregor-Shaw dated 12 September 2017, [33]-[36]; statement of William Peter Smits dated 15 September 2017, [57]-[59].

³⁰ See statement of Stephen Flanagan dated 6 December 2017, [34]-[37] and statement of Nigel Edwards dated 6 December 2017, [31].

40. Accordingly, BMCSA proposes that the clause should be rewritten as an equipment reimbursement clause where the employer requires the employee to utilise specific items of equipment and does not provide the equipment free of cost to the employee.
41. BMCSA suggests the following wording for clause 19.1 of the Proposed Award:

19.1 Safety equipment reimbursement

- (a) This clause does not apply in cases where the employer provides safety equipment to the employee.
- (b) Where an employer requires an employee to utilise specific items of protective clothing or safety equipment and does not provide the equipment free of cost to the employee, the employer must reimburse the employee for the reasonable cost of purchase and maintenance of protective clothing and equipment required in the performance of the employee's duties.

Clauses 19.3 (Mobile Intensive Care Ambulance allowance) and 19.4 (Other Required Additional Skill Certification Allowance)

42. The AMWU submitted that "Mobile Intensive Care Ambulance Allowance" is justified for "particular skills that are required to be obtained".³¹
43. Currently the Ambulance Victoria contract (operated by BMCSA) is the only contract requiring the MICA certification.³² Therefore, only one employer in the industry operating in respect of one contract in one state would be bound by clause 19.3 of the Proposed Award. Clause 19.3 is not relevant to the broader helicopter aircrew industry as a whole and is more suitable as an enterprise bargaining matter than as a term in the Proposed Award.
44. Further, clause 19.4 of the Proposed Award is ambiguous because the phrase "**an additional skill certification**" is unclear and lacks certainty.
45. Clause 19.4 prescribes a monetary allowance quantified at 5%, without justification. Where a variation is sought in relation to minimum wages, a party seeking a variation would also need to show that the variation meets the minimum wages objective. The minimum wages objective is set out in s 284(1) of the Act and provides that:

The FWC must establish and maintain a safety net of fair minimum wages, taking into account:

- (a) the performance and competitiveness of the national economy, including productivity, business competitiveness and viability, inflation and employment growth; and
- (b) promoting social inclusion through increased workforce participation; and

³¹ AMWU Submissions, [38].

³² See statement of Stephen Flanagan dated 6 December 2017, [38]-[43].

- (c) relative living standards and the needs of the low paid; and
- (d) the principle of equal remuneration for work of equal or comparable value; and
- (e) providing a comprehensive range of fair minimum wages to junior employees, employees to whom training arrangements apply and employees with a disability.

(emphasis added)

46. It is not consistent with wage fixing principles to arbitrarily value hypothetical and unidentified skills. This may result in a divergence from the principle of equal remuneration for work of equal or comparable value.
47. Accordingly, BMCSA proposes the deletion of clauses 19.3 and 19.4. Alternatively, if some form of "additional skills allowance" is included, it should be drafted by reference to a percentage of the standard rate.

Clause 19.5 (Fitness allowance)

48. The AMWU submitted that a "Fitness Allowance" is justified on the basis that "the level of fitness required to be retained by Helicopter Aircrew is regularly tested and certified because it is a necessary requirement of the job".³³
49. However, the AMWU has failed to provide evidence that demonstrates that a "fitness allowance" is "necessary" for inclusion in the Proposed Award, within the meaning of section 138 of the Act.
50. As proposed, the clause is a de facto industry allowance. Nothing in the clause provides any qualification on payment of the allowance, or any threshold of employer fitness requirement.
51. Fitness requirements vary by employer, by contract and by role. This is evidenced in the **Applicant's witness statements**.³⁴
52. The witness statement of Stephen Flanagan provides a summary of various and diverse levels of fitness testing requirements within BMCSA alone.³⁵
53. It is instructive to note that a "fitness allowance" is not included in the Pilots Award, Cabin Crew Award, Ground Staff Award, *Australian Federal Police Enterprise Award 2016*, *Security Services Industry Award 2010* or *Fitness Industry Award 2010*.

³³ AMWU Submissions, [35].

³⁴ See statement of Andrew Barry Gaskin (undated), [23]; statement of Brandon Rogers dated 19 September 2017, [43]; statement of Joel Young dated 19 September 2017, [18]; statement of Stephen Ford (undated), [59]; statement of Steven Robert Guyett dated 20 September 2017, [32]; statement of Brett Arthur Hoy dated 12 September 2017, [26]; statement of Charles William McGregor-Shaw dated 12 September 2017, [24]; statement of William Peter Smits dated 15 September 2017, [27], [60].

³⁵ See statement of Stephen Flanagan dated 6 December 2017, [25]-[33].

54. To the extent that such an allowance is required at a particular workplace in the helicopter aircrew industry, BMCSA submits that it would be more appropriately dealt with through enterprise bargaining. That tells against the proposed allowance being "necessary" for inclusion in the Proposed Award.
55. Accordingly, BMCSA submits that clause 19.5 should not be included in the Proposed Award.

Clause 19.22 (Indemnity)

56. In its award modernisation decision at the time of making the Pilots Award, the Full Bench of the AIRC noted that award's pilot indemnity clause was one of the provisions that it considered "highly prescriptive" and that it would "belong more in enterprise agreements rather than a minimum safety net award".³⁶
57. It is instructive that that the pilot indemnity provision was only included in the Pilots Award by agreement of the parties.³⁷ Further, in the Ground Staff Award the FWC restricted the operation of the indemnity provisions to maintenance engineering classifications rather than giving them a broad scope.³⁸
58. It is submitted that the same logic applies with even greater force in respect of the indemnity clause suggested for the Proposed Award. It is not appropriate to include such a clause in a fair and relevant minimum safety net for the helicopter aircrew industry, as this would be highly prescriptive and inconsistent with the modern awards objective, and would more appropriately be the subject of enterprise bargaining.
59. Accordingly, BMCSA submits that clause 19.22 should not be included in the Proposed Award.

Clauses 19.23 (Insurance) and 19.24 (Income Protection Insurance)

60. The AMWU submitted that "various insurances are provided by employers in the industry because it acknowledges that Helicopter Aircrew operate in a high risk environment with many hazards and risks to personal safety".³⁹
61. BMCSA submits that insurance and income protection insurance are not appropriate matters for inclusion in a fair and relevant minimum safety net, particularly when they are not restricted to work-related claims, and as such are matters better suited to enterprise bargaining.

³⁶ *Award Modernisation Decision* [2009] AIRCFB 826, [8].

³⁷ *Ibid.*

³⁸ *Ibid.*, [15].

³⁹ AMWU Submissions, [41].

62. BMCSA notes that the indemnity and insurance clauses in similar industry awards have much narrower drafting. For instance:
- (a) the indemnity/insurance clause in the Ground Staff Award applies only to employees in the engineering and maintenance team. It provides that "An employer who requires an employee to fly in any aircraft will indemnify/insure the employee against death or totally incapacitating injury which may arise from the use of that aircraft for not less than \$45,000."⁴⁰ It does not apply if the employer has taken out insurance providing an equivalent benefit or an employer-sponsored superannuation scheme provides the same.⁴¹ A higher insurance/indemnity minimum of \$172,856 applies only in relation to a bomb scare or hijack incident.⁴²
 - (b) For the Pilots Award, insurance entitlements are also drafted narrowly and are strictly work-related in their application. Clause 22.11 provides pilots with an entitlement to employer-funded insurance "for a death benefit of not less than \$78,414 for employees engaged in aerial application operations and \$282,291 for all other pilots over and above any entitlement available under accident compensation legislation", unless there is at least an equivalent benefit under employer-funded superannuation. Pilots are alternatively entitled reimbursement for expenditure on such insurance up to \$784.14 for aerial application operations and \$470.47 for all other operations.
 - (c) Under the Cabin Crew Award, a death benefits allowance entitlement is restricted to "regional cabin crew members" only, in the amount of at least \$140,621 "over and above any entitlement available under workers compensation legislation".⁴³
63. In those circumstances, the terms of clause 19.23 of the Proposed Award as currently drafted appear to be excessive and disproportionate.
64. Prior to the most recent BMCSA enterprise agreement, which commenced operation in 2016, its helicopter aircrew had no entitlement to income protection insurance. Income protection insurance was introduced as part of the total wages and conditions bargaining that occurred in 2016.⁴⁴
65. The proposed clause requires every employer to procure such insurance in the marketplace. The cost to employers of procuring such insurance cannot be objectively assessed and is likely to be significant.

⁴⁰ *Airline Operations—Ground Staff Award 2010*, clause 24.2.

⁴¹ *Ibid*, clause 24.3.

⁴² *Ibid*, clause 24.4.

⁴³ Cabin Crew Award, clause C.1.13.

⁴⁴ See statement of Nigel Edwards dated 6 December 2017, [13]-[16].

66. The cost of obtaining such insurance would be vastly different from one employer to the next, based on risk and size of the insurance portfolio in each individual case. This would likely mean a proportionately vastly differential cost outcome per employee between employers.
67. Although BMCSA opposes the inclusion of such insurance in an award for the reasons advanced above, if the FWC intends to consider its inclusion we would seek to make more detailed submissions and provide further evidence about the costs associated with procuring insurance for the FWC's consideration.

Clause 20 (Accident pay)

68. In its *Award Modernisation Decision* the AIRC Full Bench decided to deal with accident pay on a transitional basis, unless "the accident pay scheme applying in a particular industry is clear".⁴⁵ It was envisaged that during the transition period the parties would formulate a national standard on accident pay. The Pilots Award was the only award with a permanent accident pay provision made in that period.⁴⁶
69. In a subsequent decision,⁴⁷ the Full Bench confirmed that the transitional accident pay provisions would expire on 31 December 2014 (aside from the *Black Coal Industry Award 2010* where it would be retained), as no case was made out for the continuation of accident pay and there was no substantive argument that accident pay was to be applied to all employees covered by a modern award.
70. Although accident make-up pay provisions subsequently returned to a number of awards, the FWC adopted a targeted approach in deciding where this should occur. In a subsequent award modernisation decision, the Full Bench grouped modern awards into four broad categories in relation to accident make-up pay:⁴⁸
- (a) First category: awards where there has been a clear national standard of accident make-up pay in the pre-reform instruments which formed the basis for the making of the awards, such as the Pilots Award and the *Black Coal Mining Industry Award 2010*;⁴⁹
 - (b) Second category: awards where a significant proportion of the employees had an entitlement to accident make-up pay under the terms of pre-reform instruments,

⁴⁵ *Award Modernisation Decision* [2008] AIRCFB 1000, [88].

⁴⁶ *4 yearly review of modern awards – transitional provisions (Accident Make-up Pay)* [2015] FWCFB 3523, [9].

⁴⁷ *4 yearly review of modern awards – transitional provisions* [2014] FWCFB 7767

⁴⁸ *4 yearly review of modern awards – transitional provisions (Accident Make-up Pay)* [2015] FWCFB 3523, [168]-[171].

⁴⁹ The awards in the first category were: *Hydrocarbons Industry (Upstream) Award 2010*; *Labour Market Assistance Industry Award 2010*; *Marine Towing Award 2010*; *Mobile Crane Hiring Award 2010*; *Oil Refining and Manufacturing Award 2010*; *Professional Diving Industry (Industrial) Award 2010*; and *Stevedoring Industry Award 2010*. See [2015] FWCFB 3523, [168].

such as the Ground Staff Award and the *Building and Construction General On-Site Award 2010*;⁵⁰

- (c) Third category: awards where only a limited proportion of the employees covered had an entitlement to accident make-up pay, such as where the accident pay provision in pre-reform instruments only applied in one State or to one part of the industry or industries now covered by the modern award, such as the *Clerks - Private Sector Award 2010*;⁵¹ and
- (d) Fourth category: awards where there is no award history of accident make-up pay entitlements.⁵²

71. The Full Bench then stated:

[172] In general we have taken the approach that where there has been a clear national standard of accident make-up pay in the pre-reform instruments which formed the basis for the making of a modern award or where a significant proportion of the employees now covered by a modern award had an entitlement to accident pay under the terms of pre-reform instruments, this would weigh in favour of including an accident pay provision in the award as part of the minimum safety net of terms and conditions. In those circumstances the inclusion of such a provision would not represent a significant change in the relevant award provisions.

[173] In reaching this conclusion, we recognise that many of the accident pay provisions in pre-reform instruments were inserted as a result of consent arrangements between unions and employers and were not the outcome of arbitral determination. Nevertheless the provisions may properly be regarded as part of the safety net of conditions which have applied for a considerable period of time to workers covered by those awards. We have also taken into account that the accident pay provisions in the pre-reform federal awards did not operate during the Work Choices period and the transitional nature of the accident pay provisions inserted into the awards in the award modernisation process. However, having regard to the basis upon which the Award Modernisation Full Bench inserted those provisions into the awards and the relatively long history and general coverage of accident pay entitlements under the pre-reform instruments, we do not consider that these matters warrant taking a different approach. Provided that the relevant legislative requirements are met and there are no overriding policy considerations against, we consider that the award

⁵⁰ The awards in the second category were: *Airline Operations - Ground Staff Award 2010; Building and Construction General On-Site Award 2010; Business Equipment Award 2010; Concrete Products Award 2010; Dry Cleaning and Laundry Industry Award 2010; Fast Food Industry Award 2010; Horticulture Award 2010; Joinery and Building Trades Award 2010; Mannequins and Models Award 2010; Storage Services and Wholesale Award 2010; Textile, Clothing Footwear and Associated Industries Award 2010; Timber Industry Award 2010; Vehicle Manufacturing, Repair, Service and Retail Award 2010; and Wine Industry Award 2010*. See [2015] FWCFB 3523, [169].

⁵¹ The awards in the third category were: *Clerks - Private Sector Award 2010; Food, Beverage and Tobacco Manufacturing Award 2010; Gardening and Landscaping Services Award 2010; General Retail Industry Award 2010; Graphic Arts, Printing and Publishing Award 2010; Hair and Beauty Industry Award 2010; Legal Services Award 2010; Manufacturing and Associated Industries and Occupations Award 2010; Pharmacy Industry Award 2010; Social, Community, Home Care and Disability Services Industry Award 2010*. See [2015] FWCFB 3523, [170].

⁵² The awards in the fourth category were: *Contract Call Centres Award 2010; Electrical Power Industry Award 2010; Local Government Industry Award 2010; Rail Industry Award 2010; Water Industry Award 2010*. See [2015] FWCFB 3523, [171].

history would support the inclusion of an appropriate accident pay provision as part of the minimum safety net of terms and conditions applying under the relevant awards.

[174] In relation to the third broad category of awards, the inclusion of an accident pay provision with general application to employers and workers covered the awards would constitute a significant change in the award safety net. A substantial case would need to be made out in order to support such a change. This is even more so in relation to the awards in the fourth category. For the reasons outlined below, we do not consider that the requisite case has been made out in respect of those awards in these categories.

72. It is instructive that in its determination on 5 March 2015, the Full Bench deleted the "accident pay" clause from the Cabin Crew Award.⁵³
73. BMCSA submits that in circumstances where there was no clear national standard or pre-reform instrument entitlement to accident make-up pay for the helicopter aircrew industry, including such a clause in the Proposed Award would constitute " a significant change in the award safety net", in circumstances where a substantial case has not been made out to support the change.
74. Accordingly, BMCSA submits that clause 20 should not be included in the Proposed Award.

Clause 26 (Multiple day tours)

75. **The Applicant's witness statements outline the shift patterns worked in the industry at large.** These working patterns have been established (as testified by the witnesses) under enterprise bargaining arrangements.
76. Issues with the appropriateness or otherwise of these patterns of work (as bargained for) should not be determinative of what should become the award safety net provisions.
77. Whilst not determinative, such considerations are relevant when a new award is being created, because the new award provision should be capable of enabling common and widespread and productive industry practices to be continued and bargained for using the new award as a comparator for the Better Off Overall Test.
78. Put another way, the new award should not be written in such a way that it precludes or undermines the continuation of industry norms that have arisen from years of enterprise bargaining.
79. Because the proposal is for a new award, it is efficient to review hours of work clauses in occupations or industries with comparable methods of operation and rostering.
80. The proposed draft of clause 25 is closely modelled on relevant parts of Schedule E – (Helicopter Operations) of the Pilots Award. BMCSA considers that approach to be

⁵³ PR561478.

appropriate, because the nature of helicopter crewing requires missions staffed by both pilots and aircrew in the same helicopter at the same time.

81. However, the proposed clause 26 (Multiple Day Tours) is deficient in a key area. It does not reflect the position in the Pilots Award in respect of an employee who is engaged on multiple day tours for the whole of a year (known in the industry as a "permanent tourer").
82. Clause 26 as drafted reflects most of the Pilots Award provisions for multiple day tours.⁵⁴ However, the evidence of the witnesses indicates that the actual ratio of days off to days away for aircrew in the industry is generally 15 days away and 13 days off as a 28-day cycle. The evidence of witnesses is that this ratio applies regardless of whether the multiple day tour is an **isolated event, or the employee is engaged on "permanent touring"**.⁵⁵
83. **The Pilots Award contains a special provision for "permanent tourers" that creates an entitlement to set rosters with additional days off to those provided under the general "multiple day tours" clause. It establishes a ratio of 15/13, with the exception that the annual leave period for a permanent tourer includes the 13 days off associate with a duty cycle:**⁵⁶
- (d) A pilot on tour of duty will be employed on the basis of twelve 28 day cycles of duty per annum, consisting of 15 days on duty and 13 days off. Such days off to be taken at the **pilot's home base. In addition the pilot will be entitled to 42 days annual leave per annum** (inclusive of Saturdays, Sundays and public holidays), which will consist of one period of 13 days off associated with a duty cycle plus 29 days.
 - (e) Any accrued days off under the above clause will not be included as part of annual leave except as provided in clause E.6.5(d). Methods of achieving correct ratios between periods of duty away from home base and days off may be agreed between the majority of affected employees and individual employers provided the principles set out in this clause are adhered to.
84. The Pilots Award provisions when read together establishes an award safety net entitlement that:
- (a) a home base employee is entitled to 4 days off for each ten days worked; and 42 calendar days annual leave not including the rostered days off from their roster cycle;
 - (b) **an employee on a "multiple day tour" is entitled to 7 days rostered off for 15 days worked – made up of the deferred "duty free days" (4 days in respect of 15 days**

⁵⁴ Pilots Award, Schedule E.5.5(b)

⁵⁵ See statement of Nigel Edwards dated 6 December 2017, [17]-[24].

⁵⁶ Pilots Award, Schedule E.6.5.3

away) plus 3 additional days (one day per five days away); and 42 calendar days annual leave not including the rostered days off accruing under the roster cycle; and

- (c) a "permanent tourer" is entitled to 13 days off for each 15 days of touring away; and 42 calendar days annual leave incorporating the rostered days off for the roster just completed (i.e. one of the 12 tours per year).

85. The equivalent of Schedule E.6.5.(d) and (e) of the Pilots Award should be reflected in clause 26 of the Proposed Award to enable the practical continuation of the 15/13 permanent touring cycle.

Clause 27 (Overtime days worked) and 28 (Overtime hours worked)

86. Clause 27.1 as drafted entitles the employee to be paid for an overtime rate at "their normal daily rate multiplied by 2".

87. Aircrew work a different number of days per year depending on the roster, but are paid a weekly rate of pay regardless of the roster. It is not clear from the clause how the reader would determine a "daily rate". Depending on the calculation, this could produce very different results for the same classification if employee on different rosters.

88. BMCSA proposes that the overtime be calculated by reference to a multiple of a "standard rate", or that the parties consult to develop a clearer clause.

89. Clause 27.2 provides an additional 10% (on top of the already double time) if the overtime day is a night shift. Awards generally do not provide shift penalty on top of overtime, especially when the overtime is at double time.

90. In relation to clause 28, BMCSA submits that it should be redrafted so that employees working overtime hours are entitled to time and a half for the first two hours and double time thereafter, calculated on a daily basis.

Clause 30 (Annual leave)

91. Clause 30.2 appears to inadvertently provide an entitlement of 42 days annual leave in addition to the NES leave. The clause should be amended.

92. 42 days of annual leave is in excess of the NES minimum. BMCSA proposes the following wording, which is consistent with the corresponding provision of the Pilots Award:⁵⁷

An employee is entitled to annual leave such that the employee's total entitlement to annual leave pursuant to the NES and this award for each year of employment is a total of 42 days

⁵⁷ Pilots Award, cl 27.2.

annual leave, inclusive of Saturdays, Sundays and public holidays on full salary for each completed year of service.

93. Adopting such wording would mean that the conditions under which the additional annual leave to NES is awarded is consistent with a comparable award for employees working alongside and on similar rosters to aircrew.
94. The Cabin Crew Award also provides 42 days annual leave, and contains the same wording clarifying that it is calendar days leave.⁵⁸
95. The draft annual leave clause in the Proposed Award should also include the annual leave model clauses in accordance with the relevant Full Bench Annual Leave Common Issue decisions.⁵⁹ Specifically, the Proposed Award should include the model terms in relation to:
 - (a) Excessive annual leave accruals;⁶⁰
 - (b) Cashing out of Annual Leave;⁶¹
 - (c) Annual leave in advance;⁶² and
 - (d) Electronic Transfer Payment of Annual Leave.⁶³

Clause 31 (Personal/carer's leave and compassionate leave)

Personal/carer's leave

96. In relation to clause 31.1(b) and 31.1(c), the AMWU has made no case for including 13 days per annum of personal/carers leave in the Proposed Award. This is not an industry standard and is not "necessary" as a fair and relevant minimum safety net. BMCSA submits that the personal/carer's leave award entitlement for employees in the helicopter aircrew should be set at the NES level of 10 days per annum. On that basis, BMCSA submits that clause 31.1 should not be included in the Proposed Award or alternatively should be redrafted to reflect the NES entitlement, eg "Personal/carer's leave is provided for in the NES".
97. Similarly, BMCSA submits that clause 31.2 of the Proposed Award is unnecessary and should not be included in the Proposed Award.

Upper Respiratory Tract Infection Leave

⁵⁸ Cabin Crew Award, cl 25.2.

⁵⁹ *4 yearly review of modern awards—Annual leave* [2015] FWCFB 3406 and [2015] FWCFB 5771.

⁶⁰ [2015] FWCFB 5771, [172].

⁶¹ *Ibid*, [16].

⁶² *Ibid*, [23].

⁶³ *Ibid*, [30].

98. In relation to clause 31.3, the AMWU submitted that "Upper Respiratory Tract Infection Leave" is justified in addition to personal leave because "for occupations involved in flying, continuing to work with a block sinus may result in physical injury as a result of the upper respiratory tract infection".⁶⁴
99. BMCSA does not oppose the provision of additional leave for Upper Respiratory Tract Infection (**URTI**) in principle but submits that it should be redrafted to reflect the relevant provisions of the Pilots Award⁶⁵ for greater clarity as follows:

Additional personal leave for Upper Respiratory Tract Infection (URTI)

- (a) In addition to the entitlements in the NES, employees will be granted up to six days' paid leave per year for a disability associated with URTI.
- (b) The paid leave in this clause is not cumulative.
- (c) Employees will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties only or whether the URTI prevents them from performing any work.
- (d) If the URTI prevents flying duties only the employee will report for work and will perform ground based duties only.
- (e) If the URTI prevents any work, the employer may require a medical certificate specifying the nature of the URTI.
- (f) Where an employee reports for work and performs ground duties only in accordance with this clause, the entitlement under this clause will not be affected.

Compassionate Leave

100. In relation to the proposed clause 31.6 for bereavement leave, BMCSA submits that it should be replaced with "Compassionate leave is provided for in the NES". BMCSA submits that the AMWU's proposed wording for clause 31.6 goes beyond what would be included in a fair and relevant minimum safety net, and any additional entitlement would be better suited as a matter for enterprise bargaining.

⁶⁴ AMWU Submissions, [37].

⁶⁵ Pilots Award, clause 28.3.

Clause 33 (Public holidays)

101. The public holiday clauses in both the Pilots Award and the Cabin Crew Award underscore the intention of offsetting public holiday entitlements as cited in paragraph 92 of this submission in their respective public holiday clauses.⁶⁶ BMCSA submits that a similar provision should be included in the Proposed Award on the following terms:

For the avoidance of doubt:

(a) the minimum wage provided for in this award; and

(b) the entitlement to annual leave in [clause 25 of the Cabin Crew Award and clause 27 of the Pilots Award],

take into account an employee's entitlement to public holidays in the NES and include compensation for all public holidays provided for in the NES.

Conclusion

102. In summary, BMCSA proposes the following amendments to the Proposed Award:

- (a) Removal of clause 16.6 (Transmission of business);
- (b) Removal of clause 18.3 (Annual Increment);
- (c) Redrafting of clause 19.1 (Safety equipment allowance) to provide for the reimbursement of reasonable expenses where the necessary safety equipment is not provided by the employer;
- (d) Removal of clauses 19.3 (Mobile Intensive Care Ambulance allowance) and 19.4 (Other Required Additional Skill Certification Allowance), or alternatively the redrafting of clause 19.4 to include clearer wording and to refer to a percentage of the standard rate;
- (e) Removal of clause 19.5 (Fitness allowance);
- (f) Removal of clause 19.22 (Indemnity);
- (g) Removal of clause 19.23 (Insurance), or alternatively its redrafting so that its scope and extent are narrowed to a comparable level to that found in similar industry awards;
- (h) Removal of clause 19.24 (Income Protection Insurance);
- (i) Removal of clause 20 (Accident pay);

⁶⁶ See clause 28 of the Cabin Crew Award and clause 31 of the Pilots Award.

- (j) Redrafting of clause 26 (Multiple day tours) to enable the practical continuation of the 15 days touring/13 days off permanent touring cycle on a year-round basis;
- (k) Redrafting of clause 27 (Overtime days worked) to develop a clearer clause, eg by calculating overtime by reference to a "standard rate";
- (l) Redrafting of clause 28 (Overtime hours worked) to provide for time-and-a-half for the first two hours of overtime and double time thereafter;
- (m) Redrafting of clause 30 (Annual leave) to clarify the total annual leave entitlement and to insert the FWC's model terms in relation to excessive annual leave accruals and other matters;
- (n) Redrafting of clause 31 (Personal/carer's leave and compassionate leave) to streamline the URTI leave provision in accordance with the Pilots Award and to otherwise reflect the NES entitlement; and
- (o) Redrafting of clause 33 (Public holidays) to clarify the interaction of public holidays with the annual leave entitlement.



Ashurst Australia
Solicitors for Babcock Mission Critical Services Australasia Pty Ltd

6 December 2017

IN THE FAIR WORK COMMISSION

Matter No.: AM2016/3
Title of Matter: Four yearly review of modern awards –
Proposed Helicopter Aircrew Award

STATEMENT OF NIGEL THOMAS EDWARDS

On 6 December 2017, I, Nigel Thomas Edwards, of [REDACTED] South Australia, Director of Operations, say as follows:

Background

1. I am employed by Babcock Mission Critical Services Australasia Pty Ltd (**BMCSA**) in the capacity of Director of Operations.
2. I have held that position or substantially similar position since 30 March 2015.
3. Prior to that I was an Aircrewman for BMCSA (formerly known as Australian Helicopters Pty Ltd between 04 April 2011 and 30 March 2015).
4. Prior to that I was the Resource Manager for CHC Helicopters (Australia) for 5 years.
5. Prior to being promoted to Resource Manager I was an aircrewman for CHC Helicopters for 8 years.
6. Prior to that I was working as a Surveillance Mission Coordinator Observer for Surveillance Australia (National Jet) in Cairns, Queensland. This role was to conduct Surveillance flights from Gladstone, Queensland around to Gove, Northern Territory for Coastwatch (Border Force). This was for 18 months. Prior to this I was in the Royal Australian Navy for 20 years, spending 11 of these as a Helicopter Aircrewman.
7. In my role as Director of Operations for BMCSA I have executive responsibility for the effective and compliant deployment of human and physical resources of the company to serve commercial contracts.
8. My role includes responsibility for negotiation and implementation of enterprise agreements.
9. My role as Resource Manager at CHC included substantially the same responsibilities.

Lodged on behalf of:

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Ref: VR ANWY 07 3004 1793

BMCSA Aircrew enterprise agreements

10. The current Aircrew enterprise agreement is the *Babcock Mission Critical Services Australia Aircrew Enterprise Agreement 2016*, agreement number AE422489 (**2016 EA**). I was the lead negotiator for BMCSA for that agreement. Annexed to this statement and marked "**NTE-1**" is a true copy of the 2016 EA.
11. Clause 16 of the 2016 EA provides an income protection insurance for Aircrew.
12. The previous enterprise agreement was the *Australian Helicopters Aircrew Enterprise Agreement 2013*, agreement number AE400553 (**2013 EA**).

Income protection insurance

13. The 2013 EA did not include income protection insurance.
14. As part of the negotiations for the 2016 EA, aircrew representatives claimed "loss of medical insurance" similar to a loss of pilot's licence insurance scheme that pilots can access commercially and for which pilots are paid an allowance in their enterprise agreement.
15. As part of the overall package of conditions in settlement of the 2016 EA, BMCSA agreed to provide income protection insurance in the terms of clause 16 of the 2016 EA.
16. Prior to the 2016 EA, aircrew at BMCSA (and Australian Helicopters as it was previously known) had no entitlement to income protection insurance paid for by the employer.

Hours of work and touring schedule

17. Hours of work are explained in the 2016 EA at clause 20.
18. BMCSA distinguishes aircrew as either "fixed base" employees who work from their home base, or "touring employees" who work on the basis of tours of duty away. These are defined in clause 3 "Definitions" of the 2016 EA.
19. Most touring employees at BMCSA work exclusively as touring employees all year round.
20. Some fixed base employees might do a tour away if required, but do not tour away all year as their normal routine.
21. All tours are on the ratio of 15 days away and 13 days off.
22. This system of operation for touring employees has been in place for as long as I can remember.
23. When I worked at CHC, touring employees also worked on the basis of 15 days away followed by 13 days off.

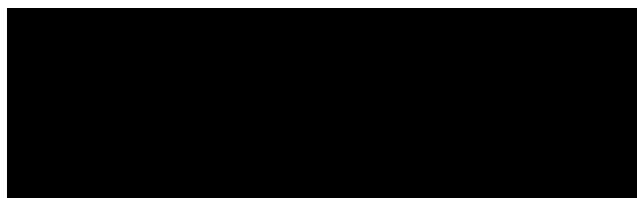
24. The touring schedule at BMCSA is arranged for aircrew to be the same as that of pilots because the pilots and aircrew operate alongside each other on the same missions.

Annual leave

25. Annual leave for aircrew is provided in the 2016 EA at clause 21.
26. The system of calculating annual leave for a tourer is explained at clause 21.5. It is the same system as operated for pilots.
27. The *Australian Helicopters Pilots Enterprise Agreement 2016*, agreement number AE419572, expresses the annual leave system in identical terms at clause 23.6.
28. The system of accounting for annual leave of aircrew and pilots has been substantially the same at BMCSA for as long as I can remember. It is included in the 2013 EA at clause 21.3.
29. At CHC, the company had touring pilots and the system for annual leave for a permanent tourer was the same as it has been and still is at Babcock.
30. At both CHC and at BMCSA I have never required knowledge of awards for pilots or aircrew because there has always been an enterprise agreement for those groups. I have only been concerned with the enterprise agreement conditions.

Equipment

31. If BMCSA requires aircrew to obtain or use any equipment, BMCSA either supplies that equipment to the employee or reimburses the employee.
32. The contents of this statement are true and correct to the best of my knowledge and belief.



Nigel Thomas Edwards

6 December 2017

Date

IN THE FAIR WORK COMMISSION

Matter No.: AM2016/3

Title of Matter: Four yearly review of modern awards –
Proposed Helicopter Aircrew Award

ANNEXURE NTE-1

TO THE STATEMENT OF NIGEL THOMAS EDWARDS DATED 6 DECEMBER 2017



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Babcock Mission Critical Services Australasia Pty Ltd T/A Babcock
(AG2016/5658)

BABCOCK MISSION CRITICAL SERVICES AUSTRALASIA AIRCREW ENTERPRISE AGREEMENT 2016

Airline operations

COMMISSIONER HUNT

BRISBANE, 1 DECEMBER 2016

Application for approval of the Babcock Mission Critical Services Australasia Aircrew Enterprise Agreement 2016.

[1] Babcock Mission Critical Services Australasia Pty Ltd T/A Babcock (the Employer) have applied for approval of an enterprise agreement known as the *Babcock Mission Critical Services Australasia Aircrew Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The agreement is a single-enterprise agreement.

[2] On 13 October 2016 and 16 November 2016 undertakings were provided by the Employer. Pursuant to s.190 of the Act, I accept the Employer's undertakings. In accordance with s.201(3) of the Act I note that the undertakings is taken to be a term of the Agreement.

[3] The Agreement does not contain a flexibility term that is consistent with the requirements in s.203 of the Act. Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] The approval of the Agreement was subject to some contest and was listed for hearing before me on 30 November 2016.

[5] I have taken into consideration the material filed in the Commission, including the evidence and submissions adduced at the hearing. I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[6] The Agreement is approved, in accordance with s.54 of the Act, will operate from 8 December 2016. The nominal expiry date of the Agreement is 31 March 2019.

[7] I will provide separate reasons for this decision at a later date.

[2016] FWCA 8655



COMMISSIONER

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**BABCOCK MISSION CRITICAL SERVICES AUSTRALASIA
AIRCREW ENTERPRISE AGREEMENT 2016**

1

Babcock Mission Critical Services Australasia Aircrew Enterprise Agreement 2016

PART 1 - APPLICATION & OPERATION OF ENTERPRISE AGREEMENT

1. AGREEMENT TITLE

This agreement will be known as the *Babcock Mission Critical Services Australasia Aircrew Enterprise Agreement 2016*.

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. DEFINITIONS

'Act' means the *Fair Work Act 2009* (Cth) as amended.

'Aircrew' means an employee engaged in a classification covered by this Agreement.

'Aircrew Officer (ACO)' means Search and Rescue Aircrew - an employee assigned by Babcock to:

- * assist a pilot in non-flying duties associated with the operation of the helicopter;

- use an auto-hover system to position, or reposition a helicopter by inputs to an auto-hover trim control;
- operate the winch on the helicopter;
- train, supervise rappelling or sling load operations; and
- supervise or assist a medical, paramedical or rescue aircrew in the performance of their duties on a helicopter.

specifically related to a Search and Rescue (SAR) or Emergency Medical services (EMS) rotary wing operation.

'Babcock' means Babcock Mission Critical Services Australasia Pty Ltd

'Calendar Day' means all that time between midnight and midnight.

'Check and Trainer' means an employee who is approved and nominated by Babcock as a Check and Trainer and is responsible to the Chief Aircrew Officer for maintaining company flight standards and the delivery of company training requirements for Aircrew. Check and Trainers will have an AQTF Certificate in Workplace Training and Assessment accreditation (or as updated or replaced from time to time) and qualified in one or more of the following areas:

- CASA CAO 29.11 Certificate of winching competency.
- Successful completion of the Customs Coastwatch Visual Mission Coordinators (VMC) course where applicable to base operations.
- Instrument of Check and Training approval IAW CAR 217 CASA training system approval. Other qualifications as specified in the Babcock Operations Manual.

'Chief Aircrew Officer' means the employee appointed by Babcock and who is responsible for the discipline and conduct of all Aircrew and the safe, effective, efficient and professional delivery of all Aircrew services to Babcock clients. This employee is also responsible for the management, development and integration of Aircrew standards within the Babcock check and training system and training management system.

'Day in Lieu' means a day off accrued as a result of an additional day worked.

'Dependent' means a dependent as defined under Australian Taxation Office guidelines.

'DTA' means Daily Travel Allowance.

'Duty' means all time spent as directed by Babcock including but not limited to operating as Aircrew inflight, Duty Travel, Standby, on shift, pre-flight reporting time in preparation for flight duty, post flight report writing associated with the operation of a flight, training organised by Babcock and interviews or court matters arising out of employment, other than court matters commenced by the employee against Babcock or its directors, officers or employees.

'Duty Cycle' means the total period of a rostered rotation of shifts and the associated Rostered Days Off immediately following.

'Duty Travel' means any travel, other than as an operating crew member on an aircraft, which an Aircrew member undertakes in the service of Babcock and includes deadhead travel and travel for the purpose of taking up a new Home Base. Duty travel excludes any travel between an employee's home and their: normal place of work (for a Fixed Base Employee); or Home Base airport of departure (for a Touring Employee).

'EMS' means Emergency Medical Service.

'First Class Accommodation' means accommodation, as a minimum, quiet and free from factors which may impede adequate rest and will entail separate quarters for each employee with air-conditioning and/or heating as appropriate to the area and where available in the locality, separate bathroom and toilet facilities.

'Fixed Base Employee' means an employee whose normal place of work is at the employee's Home Base.

'Home Base' means the base at which the employee has his or her normal home or the employee's point of recruitment - as mutually agreed and shown on the employee's letter of appointment.

'Immediate family' has the same meaning as in the Act, and includes a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

'Mission Coordinator' means a Surveillance Aircrew member who has successfully completed the Coastwatch Visual Mission Co-ordinator course and successful check to line by the applicable Check and Training Aircrew.

'NES' means the *National Employment Standards* prescribed by the Act.

'Ordinary Hours' means the hours in a roster cycle which count as duty time.

'Ordinary Time Rate of Pay' means an amount comprising the employee's Salary, Additions to Salary, and any Allowances that are expressed as an annual amount or as a percentage.

'Reasonable Class Travel' means economy class travel with an airline of Babcock's choice that provides complimentary refreshments for each individual flight of over two hours.

'Rescue Crew Officer (RCO)' means an employee who is qualified and proficient in the operation of equipment and techniques necessary to be dispatched from the helicopter to render necessary aid to persons in distress and to recover those persons where necessary by the most appropriate means available.

'Sensor Operator' means an Aircrew member who has completed a Forward Looking Infra-Red Operator (FLIR) course including flight training and successful check to line.

'Shift' means a rostered or re-allocated Duty period where an Aircrew member is required to report for duty.

'Standby' or "reserve" means time at home or place of accommodation where an Aircrew member is available for call out for Duty, whether or not the employee is actually called out to Duty. The period of Standby will be on the employee's roster.

'Supervisory Aircrew' means an employee who is appointed by Babcock and is responsible for the administrative management of Babcock Aircrew Members.

'Surveillance Crew Officer (SCO)' means an employee who is assigned by Babcock with the primary function to conduct surveillance operations by means of both visual and sensor equipment. When required, employees in this role may operate the winch on a helicopter, supervise sling load operations, or supervise or assist a medical, paramedical or rescue aircrew in the performance of their duties on a helicopter specifically related to a Search and Rescue or Aero Medical rotary wing operation.

'Touring Employee' means an employee employed to work on tours of duty requiring the employee to remain away from his or her Home Base.

'Tour of Duty' means a flight Duty period between when an employee departs from their Home Base airport and returns to their Home Base airport, and does not include any period elapsed while an employee is undergoing training as a Trainee.

'Trainee' means an employee who is undertaking relevant training and is yet to complete a check and be cleared to the line as an Aircrew Officer, Surveillance Crew Officer or Rescue Crew Officer.

'Transfer' means the movement of an Aircrew member from one home base to another home base.

'Transfer of business' (howsoever titled) has the meaning and effect as prescribed by the Transfer of Business provisions of the Act.

'Uniform' means trousers, shorts, cap, shirt, sundry Uniform insignia or any other item as may be prescribed by the Company to be worn by the employee.

'Winch Operator' means an employee who has completed a course of winching operations and has been awarded a CASA CAO 29.11 certificate of winching competency.

'Working Day' means any calendar day other than a day rostered as free of duty.

'Year of Service' means the continuous period of employment from the date of commencement to an anniversary of such date.

4. COMMENCEMENT AND PERIOD OF OPERATION

- 4.1. This Agreement comes into effect seven days after the Fair Work Commission approves the agreement in accordance with s 54 of the Act, and remains in force until 31 March 2019.

- 4.2. This Agreement will continue to apply after its expiry date in accordance with the Act until such time that the Agreement is varied, replaced or terminated in accordance with the Act.
- 4.3. At the start of the next pay period to commence on or after the commencement of this Agreement, employees will be paid in accordance with the rates contained Part 9. In addition, the Company will back pay certain increases effective first full pay period commencing on or after 1 April 2016 in accordance with Part 9 of this Agreement.
- 4.4. The parties agree that negotiations for a replacement Agreement shall begin on a collective basis no later than four (4) months before the expiry of this Agreement.

5. PARTIES COVERED BY THIS AGREEMENT

This Agreement covers:

- 5.1 Babcock Mission Critical Services Australasia; ("the Company") and
- 5.2 all employees employed by the Company excluding management employees employed in the following positions (however named):
 - a) Chief Aircrewman; and
 - b) Deputy Chief Crewman;

6. AVAILABILITY OF AGREEMENT

A current copy of this Agreement will be available for inspection by each employee at his/her place of business.

7. FLEXIBILITY CLAUSE

- 7.1. Notwithstanding any other provision of this agreement, the Company and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the Company and the individual employee. The terms the Company and the individual employee may agree to vary the application of are those concerning:
 - 7.1.1. Arrangements for when work is performed;
 - 7.1.2. Overtime rates;
 - 7.1.3. Penalty rates;
 - 7.1.4. Allowances; and

- 7.2. The Company and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3. The agreement between the Company and the individual employee must:
 - 7.3.1. be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - 7.3.2. result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4. The agreement between the Company and the individual employee must also:
 - 7.4.1. be in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - 7.4.2. state each term of this Agreement that the Company and the individual employee have agreed to vary;
 - 7.4.3. detail how the application of each term has been varied by agreement between the Company and the individual employee;
 - 7.4.4. 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
 - 7.4.5. state the date the agreement commences to operate.
- 7.5. The Company 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 7.4.1, the agreement must not require the approval or consent of a person other than the Company and the individual employee.
- 7.7. The agreement may be terminated:
 - 7.7.1. by the Company or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 7.7.2. at any time, by written agreement between the Company and the individual employee.
- 7.8. 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 the Company and an individual employee contained in any other term of this Agreement.

PART 2 - CONSULTATION - GENERAL PROVISIONS

8. CONSULTATION

8.1. This term applies if the Company:

8.1.1. has made a definite decision 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

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

8.2. Major change

8.2.1. For a major change referred to in clause 8.1.1:

(a) the Company must notify the relevant employees of the decision to introduce the major change; and

(b) sub clauses 8.2.2 to 8.2.8 apply.

8.2.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.2.3. If:

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

(b) the employee or employees advise the Company of the identity of the representative;

the Company must recognise the representative.

8.2.4. As soon as practicable after making its decision, the Company must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

8.2.5. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.2.6. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8.2.7. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph 8.2.1(a) and sub clauses 8.2.2 and 8.2.4 are taken not to apply.

8.2.8. In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

8.3. Change to regular roster or ordinary hours of work

8.3.1. For a change referred to in paragraph 8.1.2:

- (a) the Company must notify the relevant employees of the proposed change; and
- (b) sub clauses 8.3.2 to 8.3.6 apply.

8.3.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.3.3. If:

- (a) relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative;

the Company must recognise the representative.

8.3.4. As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.3.5. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.3.6. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.4. In this term:

relevant employees means the employees who may be affected by a change referred to in sub clause 8.1.

regular means the normal day(s) and shifts that the employee has been working up until the point of the proposed change.

8.5. Consultation is not required under this clause in respect to roster changes that have been part of the employee's normal pattern of work days and shifts.

9. DISPUTE RESOLUTION

- 9.1. In the event of a dispute about:
 - 9.1.1. a matter under this agreement;
 - 9.1.2. a dispute in relation to the NES, or
 - 9.1.3. a dispute in relation to a refused request for flexible working arrangementsthe processes in this clause shall apply.
- 9.2. 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 within 72 hours, the parties will endeavour to resolve the dispute by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.3. If a dispute is unable to be resolved at the next level of management within 7 working days, and all appropriate steps under dispute resolution clause of the agreement have been taken, a party to the dispute may refer the dispute to The Fair Work Commission.
- 9.4. The Fair Work Commission shall have all the powers to it under the Act to settle a dispute including mediation, arbitration and conciliation.
- 9.5. The Company or an 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 agreement and the Act. Subject to applicable workplace/occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Company to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

10. WORKPLACE CONSULTATIVE GROUP

- 10.1. The Workplace Consultative Group (WCG) comprises of equal numbers (of no less than two and no more than four each) of senior management representatives and nominated (and where necessary elected) Aircrew representatives as the formal mechanism to facilitate general communication and consultation with the Aircrew group on workplace issues relating to (but not limited to) those contemplated by clause 8 of this Agreement.
- 10.2. The WCG can recommend changes/improvements to:
 - 10.2.1. operational issues;

- 10.2.2. policies or procedures;
 - 10.2.3. work practices; and
 - 10.2.4. and introduction of new technology
- to the Company for consideration.
- 10.3. Either the management representatives or Aircrew representatives may invite other relevant persons or representatives of organisations to attend meetings as they see fit.
 - 10.4. The WCG shall meet quarterly.

PART 3 - EMPLOYMENT RELATIONSHIPS

11. TYPES OF EMPLOYMENT

11.1. General

11.1.1. Employees under this Agreement will be employed in one of the following categories:

- a) Trainee
- b) Full-time - Aircrew Officer
- c) Full-time - Surveillance Crew Officer
- d) Full-time - Rescue Crew Officer
- e) Part-time - Aircrew Officer
- f) Part-time - Surveillance Crew Officer
- g) Part-time - Rescue Crew Officer
- h) Casual - Aircrew Officer
- i) Casual - Surveillance Crew Officer
- j) Casual - Rescue Crew Officer

11.1.2. At the time of engagement, the Company will inform each employee in writing of the terms of his /her engagement and in particular whether they are to be full-time, part-time or casual.

11.1.3. A copy of this Agreement will be given to the employee and will include provision for a qualifying period of not greater than six months.

11.2. Casual Employees

A casual employee will be paid the equivalent Ordinary Time Rate of Pay prescribed for the classification in which they are employed, plus a loading of 25%.

11.3. Part-Time Employees

11.3.1. The Company may employ part-time employees in any classification in this Agreement.

11.3.2. A part-time employee is an employee who works less than full-time but is not a casual employee.

11.3.3. A part-time employee receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

12. STAND DOWN

- 12.1. Despite anything elsewhere contained in this Agreement, the Company will be entitled to deduct payments from the wages of an employee for any days such employee cannot be usefully employed because of any stoppage or other limitation of work for which the employee cannot be held responsible, but subject to the following conditions:
- 12.1.1. An employee may only be stood down at his or her Home Base.
- 12.1.2. When the Company proposes to exercise the right conferred by this clause, the Company will notify the employee. Such notification shall specify the commencement of the stand-down period and the likely end of the stand-down period (if known). During the period such notification remains in force, the employee will be deemed to be stood down for the purpose of this clause.
- 12.2. Any employee who is stood down under this clause will be treated for all purposes (other than payment of wages) as having continuity of service and employment despite such standing down.
- 12.3. Any employee who is stood down under this clause may at any time during the period they are stood down, terminate his or her employment without notice and will be entitled to receive as soon as practicable, all wages and other payments to which they are entitled up to the time of termination.
- 12.4. Any employee whose employment is terminated under clause 12.3 will, for all purposes (other than payment in lieu of notice), be treated as if his or her employment has been terminated by the Company without default of the employee. In addition, an employee will not be required to meet any outstanding return of service obligations.
- 12.5. The Company will explore all reasonable options for alternative duties and/or paid leave and in doing so shall consult with the Union and the employee before initiating a stand down period.
- 12.6. An employee whom Babcock proposes to stand down may elect to take, for the period of the stand down only and for such further time as is reasonably required for the employee to return to the employee's normal residence, any annual leave to which the employee is entitled.

13. TERMINATION OF EMPLOYMENT

- 13.1. **Notice of Termination by Company**
- 13.1.1. In order to terminate the employment of an employee the Company must give to the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
Six months or less	2 weeks
More than six months	4 weeks

- 13.1.2. In addition to the notice in clause 13.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- 13.1.3. Payment in lieu of the prescribed notice in 13.1 and 13.2 may, at the sole discretion of the Company, be made to the employee if the Company decides the appropriate notice period is not required to be worked. Provided that employment may be terminated with the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.
- 13.1.4. The required amount of payment in lieu of notice must equal the Ordinary Time Rate of Pay that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee
- 13.1.5. The period of notice in this clause does not apply:
- (a) to employees who are terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - (b) to employees engaged for a specific period of time or for a specific task or tasks or;
 - (c) to casual employees.
- 13.1.6. For the purposes of this clause, continuous service includes all Company-approved absences under the Agreement and any other Company and employee-agreed absences.
- 13.1.7. If the services of an employee are terminated by the giving or receiving of notice whilst away from Home Base, the employee, together with his or her spouse and dependent children under 21 years of age, will be returned to the Home Base at the Company's expense and the notice period will not be deemed to have commenced until the employee and his or her spouse and dependents return to Home Base. However, an employee who resigns for the purpose of employment as an employee with another Company or whose employment is terminated for serious misconduct that justifies dismissal without notice, whilst transferred to a base other than the employee's Home Base will not be entitled to the benefits of this clause.

13.1.8. The provisions of this clause will not affect the right of the Company to dismiss an employee without notice for behaviour deemed to be serious misconduct and in such case the employee will be paid up to the time of dismissal only.

13.2. Notice of Termination by an Employee

13.2.1. The notice of termination required to be given by an employee is the same as that required of the Company under clause 13.1. (There is no requirement for the employee to give additional notice based on the age of the employee concerned as required of the Company in clause 13.1.2).

13.2.2. If an employee fails to give the notice specified in clause 13.2.1 the amount equal to the employee's Ordinary Time Rate of Pay for the notice period not given becomes a debt owing to the Company. By agreement, the employee may repay the amount owing to the Company. The employee may agree in writing that the amount owing to the Company may be deducted from any monies or entitlements owed to the employee. If agreement is not reached on repayment, the Company may initiate proceedings to recover the amount by lawful means.

13.3. Transfer of Business

Where there has been a transfer of business, the provisions of the Act relating to transfer of business will apply to the calculation of an employee's continuous service.

14. REDUNDANCY

14.1. Employees Exempted

This clause does not apply to:

- 14.1.1. employees terminated as a consequence of poor performance, misconduct or serious misconduct that justifies dismissal without notice;
- 14.1.2. employees during their first 12 months of service;
- 14.1.3. employees engaged for a specific period of time or for a specified task or tasks, unless terminated by reason of redundancy prior to the conclusion of the specific period or task; or
- 14.1.4. casual employees.

14.2. Definitions

For the purpose of this clause:

Redundancy occurs where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour. The redundancy must be a genuine redundancy in accordance with the Act.

Week's Pay means the Ordinary Time Rate of Pay for one week for the employee concerned.

14.3. 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 Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former Ordinary Time Rate of Pay and the new Ordinary Time Rate of Pay for the number of weeks of notice still owing.

14.4. Severance Pay

14.4.1. An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	18 weeks' pay

*Week's Pay is defined in clause 14.2

14.4.2. The entitlement to severance pay does not apply in circumstances involving transfer of business as covered by Act. The provisions of the Act relating to transfer of business will apply. However, if under the Act an employee becomes entitled to redundancy pay, it will be calculated in accordance with the table in clause 14.4.1 instead of the minimum provisions of the Act.

14.4.3. For the purposes of this clause, continuous service includes all Company-approved absences under the Agreement and any other Company and employee-agreed absences.

14.5. Employee Leaving During Notice Period

An employee who has been given notice of termination by reason of redundancy may terminate his/her employment during the period of notice set out in Clause 13 - *Termination of Employment*. In these circumstances the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

14.6. Alternative Employment

14.6.1. The Company, in a particular redundancy case, may make application to The Fair Work Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

14.6.2. This provision does not apply in circumstances involving transfer of business as covered by the Act. The provisions of the Act relating to transfer of business will apply.

14.7. Job Search Entitlement

14.7.1. During the period of notice of termination given by the Company in accordance with 16.1, an employee shall 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. The time off shall be taken at times that are mutually convenient after consultation with the Company.

14.7.2. If the employee has been allowed paid time off for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

PART 4 - INSURANCE RELATED MATTERS AND ACCIDENT PAY

15. ACCIDENT INSURANCE

- 15.1. The Company will provide each employee in their employ with accident insurance providing a death or total and permanent disability benefit of not less than \$250,000 over and above any entitlement due under any workers' compensation legislation applicable to the employee, provided that the Company will only be liable to provide such cover in the following circumstance if the employee has been accepted for such benefit by the Company's insurer.
- 15.2. Any benefits due under this clause will be paid only to the employee's nominated dependent or the employee's trustee and receipt from such dependent or trustee will discharge the Company from any obligations under this clause.

16. INCOME PROTECTION INSURANCE

- 16.1. Subject to the provisions of this clause, the Company will fund the cost of income protection insurance for all permanent full-time employees, while they remain employed by the Company.
- 16.2. The benefit under this insurance will be payable in the event of absence from work due to illness or injury.
- 16.3. The benefit payable will be:
 - 16.3.1. paid at 100% of the employee's Ordinary Rate of Pay to a maximum of \$2,000 per week;
 - 16.3.2. payable for a maximum period of 52 weeks; and
 - 16.3.3. subject to a waiting period of 5 days.
- 16.4. Provision of the insurance is subject to the insurance policy terms and conditions (including any exclusion) and the employee providing any health or other evidence required by the insurer. Any costs incurred by the employee in meeting these requirements are the responsibility of the employee.
- 16.5. The insurance benefit referred to in this clause is subject to the following limitations:
 - 16.5.1. the benefit will be reduced to the extent that the benefit payable under the relevant insurance policy or policies is reduced or excluded under the terms of the policy unless such a reduction or exclusion results solely from the Company defaulting on the payment of premiums or from the Company failing to secure an appropriate policy; and

- 16.5.2. the benefit will not be payable if disability occurs as a result of an accident or incident occurring while engaged in any paid employment or work including as an independent contractor in the aviation industry other than with the Company.
- 16.6. As Babcock is the client of the insurer, the point of contact for employees will be Babcock, who will then liaise with the insurer.
- 16.7. If an employee has an accepted claim under the policy at the time employment terminates for any reason other than serious or willful misconduct, the claim payments will continue in accordance with the policy terms and conditions for the maximum duration of the benefit period in clause 16.3.2.

17. EMPLOYEE LIABILITY

An employee will not be required to pay for damage or loss of aircraft or equipment used in the services, nor will any lien or other claim be made by the Company upon the employee or the employee's estate. Any claim made by any member of the public, passenger or other person upon the employee or the employee's estate as a result of any accident or happening caused by the employee when duly performing his or her nominated Duty, whether efficiently or, as may be subsequently determined negligently, will be accepted as a claim made against the Company. The Company will be solely responsible for all claims as a result of operations by or travel in the Company's aircraft. The indemnities provided by this clause will not operate where it can be established that the employee willfully caused the injury, loss or damage or committed a criminal or quasi criminal act or where such indemnity would be illegal under relevant State or Territory laws.

18. ACCIDENT PAY

- 18.1. In addition to any statutory entitlements to workers' compensation, an employee will be paid make-up pay.
- 18.2. Make-up pay will be an amount of money equal to the difference between the employee's workers compensation entitlements and the amount of salary plus allowances that the employee would have received had the employee been at work for the period concerned.
- 18.3. Make-up pay will not apply during the first five or aggregate of five working days of incapacity resulting from an injury, nor will it apply during any period of paid leave.
- 18.4. Make-up pay will 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.

- 18.5. Make-up pay will be paid through normal payroll procedures.
- 18.6. If, for the purpose of clause 18.2, no specific earning figure is otherwise ascertainable, the figure used will be the average of earnings over the previous three months or such less period of time during which the employee has been employed.
- 18.7. Nothing in this clause will affect the right of the Company to terminate an employee's employment in accordance with clause 13 - Termination of Employment. No employee's employment will be terminated as a result of the employee having received make-up pay or as a means of avoiding make-up pay obligations.
- 18.8. In the event that an employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the Company to pay make-up pay will cease from the date of such redemption.
- 18.9. Where the employee recovers damages from the Company or from a third party in respect of a compensable injury independently of statutory entitlements, the employee will be liable to repay to the Company the amount of make-up pay which the employee received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.
- 18.10. Periods of absence on workers' compensation exceeding three months will not count as service for calculation of entitlements to personal leave, annual leave or long service leave.

PART 5 - HOURS OF WORK

19. ROSTERS

- 19.1. Where possible rosters will be compiled to cover a period of three months, and will be promulgated in writing (including by electronic means).
- 19.2. Where practicable, rosters will be compiled to cover longer periods of time.
- 19.3. Rosters will nominate duty periods on each day, known flying, leave, standby or reserve time and days off.
- 19.4. **Changes to published rosters**

A roster, or a part of a roster, may be changed by the Company providing:

- 19.4.1. for a Fixed Base Employee - at least 14 days' notice of the specific change, or a lesser period by agreement with the employees affected by the change.
- 19.4.2. for a Touring Employee - three months' notice of a change to the days away and the field leave components of roster, or a lesser period by agreement with the employees affected by the change. For the avoidance of doubt, allocation of duty periods on each day, known flying, reserve or standby time during a tour of duty away may be changed by the Company at any time (subject to other parts of this Agreement).

20. HOURS OF DUTY

- 20.1. Duty time and flight time, except where expressly provided by this Agreement, will be carried out in accordance with the Company's Fatigue Risk Management System (FRMS) and Civil Aviation Safety Authority (CASA) regulations.
- 20.2. Each employee shall work a normal work cycle as defined in the relevant Base Operating Procedures.
- 20.3. **Fixed Base Employees – Ordinary Hours**
 - 20.3.1. The Company will make every effort to ensure an employee will be rostered at least one weekend off in each 28 days.
 - 20.3.2. Any rostered days off that a full-time or part-time employee has not taken as provided by the roster will upon termination of employment be payable to an employee at 1/365th of the employee's Ordinary Time Rate of Pay per day.

20.3.3. Each Fixed Base Employee shall work a normal work cycle as defined in the relevant Base Operating Procedures. It is recognized by the parties that for a full-time employee this typically represents an average working week based on 45 to 56 rostered hours. This duty includes any standby or reserve time. Any variation of this must be by mutual agreement between the Company and the affected employees.

20.4. Fixed Base Employees – Overtime

20.4.1. Where the Company requires a full-time or part-time employee to work extra days beyond their normal roster cycle and the employee agrees to do so, the daily overtime rates specified in Clause 34 will be paid.

20.4.2. Except as provided by clause 20.4.3, where a Fixed Base Employee is required to extend his or her duty for 30 minutes or more beyond a rostered period, that employee will be entitled to an overtime payment pursuant to Clause 36.

20.4.3. A Fixed Base Employee who is rostered on a defined period of standby and who is called to attend work:

- a) will not be entitled to overtime for the call out, or for any extension of duty under clause 20.4.2, if the call out is for a fatigue-related event; but
- b) will be entitled to overtime payment if the call out is for any other purpose.

20.5. Fixed Base Employee - Multiple Day Tours

20.5.1. The provisions of this clause apply instead of the provisions of clauses 20.3 and 20.4 to a full-time or part-time Fixed Base Employee who is temporarily acting as a Touring Employee, or is otherwise temporarily rostered away from his or her Home Base.

20.5.2. Except as provided by clause 20.5.4, a Fixed Base Employee undertaking duty away from Home Base will be credited days off ("field leave") at the rate of 13 days off for each 15 days worked (or pro rata for less than 15 days away) – i.e. 0.87 days for each day away. Such days off are to be taken at the employee's Home Base, or another location agreed between the Company and the employee.

20.5.3. All days off from that employee's return to Home Base until recommencing duty on the roster (or proceeding on approved leave) will be debited from the employee's credited field leave granted under clause 20.5.2.

20.5.4. When on simulator or other training, all days off at the training location are 'dead days', neither attracting nor debiting field leave.

- 20.5.5. Any field leave days that an employee has not taken as provided in this clause will upon termination of employment be payable at 1/365th of the employee's Ordinary Time Rate of Pay per day.
- 20.5.6. Where the Company requires a full-time or part-time employee to work extra days beyond the temporary roster cycle and the employee agrees to do so, the daily overtime rates specified in Clause 34 will be paid.

20.6. Touring Employees – Ordinary Hours

- 20.6.1. A period of duty away from Home Base will be a period of up to 28 days duration provided, however, the tour may subsequently be extended by mutual agreement.
- 20.6.2. A full-time Touring Employee may be employed on the basis of 13 x 28 day cycles of duty, each consisting of fifteen days on duty and thirteen days off.
- 20.6.3. Except as provided by clause 20.6.5, a full-time or part-time Touring Employee undertaking duty away from Home Base will be credited days off ("field leave") at the rate of 13 days off for each 15 days worked (or pro rata for less than 15 days away) – i.e. 0.87 days for each day away. Such days off are to be taken at the employee's Home Base, or another location agreed between the Company and the employee.
- 20.6.4. All days off from that employee's return to home base until recommencing duty on the roster (or proceeding on approved leave) will be debited from the employee's credited field leave granted under clause 20.6.3.
- 20.6.5. When on simulator or other training, all days off at the training location are 'dead days', neither attracting nor debiting field leave.
- 20.6.6. Different methods of achieving correct ratios between periods of duty away from Home Base and days off may also be agreed using the flexibility provisions of this agreement.
- 20.6.7. Any accrued field leave days that an employee has not taken as provided in this clause will upon termination of employment be payable at 1/365th of the employee's Ordinary Time Rate of Pay per day.

20.7. Touring Employees – Overtime

Where the Company requires a full-time or part-time Touring Employee to work extra days beyond their normal roster cycle and the employee agrees to do so, the daily overtime rates specified in Clause 34 will be paid.

PART 6 - TYPES OF LEAVE

21. ANNUAL LEAVE

- 21.1. A Fixed Base Employee (other than a casual employee) will progressively accrue 42 days annual leave for each completed year of service. Annual leave is inclusive of Saturdays and Sundays and Public Holidays and any applicable accrued or scheduled rostered days off within the leave period.
- 21.2. Payment for annual leave is at the employee's Ordinary Time Rate of Pay.
- 21.3. Subject to other provisions in this clause, annual leave may be taken at a time mutually agreed between the employee and the Company. Leave is to be taken, wherever possible, to align with operational requirements and rosters and to minimise any adverse effects on other employees.
- 21.4. **Fixed Base Employees – Taking of Leave**
- 20.4.1 Fixed Base Employees will take annual leave in Duty Cycle blocks, including the associated Rostered Days Off.
- 20.4.2 Requests for leave periods less than Duty Cycle blocks will be considered on a case by case basis and by mutual agreement.
- 21.5. **Touring Employees –Taking of Leave**
- 21.5.1. The period of leave for a Touring Employee will comprise one period of 42 days, consisting of thirteen days off associated with a Duty Cycle plus 29 days.
- 21.5.2. Requests for Annual Leave different to the period referred to in clause 20.4.1 must coincide with either the beginning or the end of a rostered tour of duty away, unless mutually agreed otherwise between the employee and the Company.
- 21.6. **Calculation of Service**
- 21.6.1. Subject to clause 21.6.2, in determining what is to be counted as service in respect of an employee's eligibility for leave - or the amount of pro rata leave due to them - any time spent actually working, or on an absence from duty authorised by the Company (including but not limited annual leave, personal/carer's leave, community service leave and compassionate leave), will count as service.
- 21.6.2. Despite anything in clause 21.6.1, any period of:
- a) unpaid leave in excess of one week (other than as provided by the NES); or
 - b) unauthorised absence

will not break continuity of service but will not count toward service.

21.7. Recall from Leave

The Company will not be entitled to recall an employee from annual leave except by mutual agreement between the Company and the employee.

21.8. Proportionate Leave on Termination

21.8.1. On termination of employment an employee will be paid in lieu of untaken annual leave at the rate of 1/365 of the employee's forty-two (42) day per annum annual leave entitlement for each completed day of employment in respect of which no annual leave has been taken by the employee.

21.8.2. An employee will be paid for untaken annual leave the amount that would have been payable to the employee had the employee taken that period of leave.

21.9. Rostering of Leave

21.9.1. Leave rosters will be compiled by mutual agreement (where possible), taking into consideration both the operational requirements of the Company and other leave requests received by employees. The intention of this clause is to allow as much flexibility as possible with the requesting and taking of leave, provided this does not negatively impact operations and is efficient across the Company.

21.9.2. Approved leave rosters will be published by accessible electronic means.

21.10. Cashing Out Leave

21.10.1. An employee may cash out their accrued annual leave in excess of four weeks by requesting to do so in writing and upon mutual agreement with the Company.

21.10.2. Any cashing out of accrued annual leave must not result in the employee's accrued annual leave balance being less than four weeks' paid annual leave.

21.10.3. Each occasion that leave is cashed out must have a separate agreement in writing between the Company and the employee.

21.10.4. The employee must be paid the full amount that would have been payable had the employee taken the leave.

21.11. Managing Excessive Leave:

21.11.1. Annual leave plan

(a) In consultation with employees, the Company will construct an annual leave plan.

- (b) Where a mutually-agreed proposed leave plan cannot be achieved, the employee will be given alternative options for taking leave through the year.
- (c) It is recognised that not all leave requirements can be identified out to 12 months, and that shorter notice requests will be fulfilled whenever practical.

21.11.2. Leave balances

- (a) Subject to this clause, employees are to maintain a leave balance less than one year of accrued annual leave (42 days leave).
- (b) When an employee has a leave balance greater than 42 days, the employee is to take action to proactively clear this balance within the ensuing 12 months, in consultation with the Company.
- (c) The Company will ensure that employees have access to their current annual leave accrual balance to assist them to manage leave balances.

21.11.3. Direction to take leave

- (a) The Company may utilise the following process to manage excess annual leave (which is defined as an amount of leave accrued in excess of 42 days).
 - (i) the Company has consulted with the employee about managing leave balances in accordance with clause 21.11.1 and 21.11.2;
 - (ii) following that consultation, the employee has not nominated a period approved by the Company in which they intend to take any excess leave within the ensuing 12 months; and
 - (iii) where an employee has requested leave and the application has been denied, the employee will not be directed by the Company to take leave if that leave falls within a six (6) month period after the initial request is denied.

21.11.4. Illness or Injury during a period of annual leave

An employee who becomes incapacitated due to illness or injury during a period of annual leave may be re-credited with annual leave for the calendar days of incapacity, provided that:

- a) the employee notifies the Company as soon as practicable after the commencement of the illness or injury, its nature and the likely duration; and
- b) the employee provides a medical certificate to verify that he or she was unfit for work during the period claimed.

22. LONG SERVICE LEAVE

- 22.1. Long service leave will be granted and taken in accordance with the provisions of the appropriate State or Territory legislation applying to the employee at the time of applying for long service leave.
- 22.2. The Company may at the request of the employee grant the employee long service leave on half pay for a period not exceeding twice the period specified in the appropriate legislation, providing that this does not breach the relevant State or Territory long service leave legislation.

23. JURY LEAVE

- 23.1. An employee (other than a casual employee) who is required to attend for jury service during his or her normal duty time will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount the employee would have received at the Ordinary Time Rate of Pay had the employee performed his or her normal duty.
- 23.2. An employee will notify his or her Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee will furnish proof to the Company of the employee's attendance for jury service, the duration of such attendance and the total remuneration received by the employee as a result of such attendance.
- 23.3. Where it can be ascertained that the employee's absence on jury leave will create a substantial negative impact on the Company's business, the Company may request on the employee's behalf the employee's excusal from such jury duty. The employee must forward such a request to the relevant statutory body requiring the employee's attendance for jury duty, together with the original jury duty request received by the employee.

24. PERSONAL/CARERS LEAVE AND URTI LEAVE

- 24.1. Employees (other than casual employees) will progressively accrue 10 days of paid Personal/Carer's leave each year. Untaken Personal/Carer's leave will accumulate from year to year.

- 24.2. Paid personal leave is available to an employee when the employee is absent due to:
- 24.2.1. personal illness or injury (sick leave); or
 - 24.2.2. the requirement for the employee to care for an immediate family or household member that is ill or injured and requires the employee's care and support (carer's leave).
- 24.3. In any of the above circumstances, an employee will be entitled to paid Personal/Carer's leave in accordance with the provisions of the Act as amended.
- 24.4. A medical certificate is required for more than two consecutive days of absence. If no medical certificate is provided then the employee in question is not entitled to paid Personal/Carer's leave for the period of absence, but may apply for other forms of paid leave.
- 24.5. The period of Personal/Carer's Leave deducted will be calculated as all days/hours off the employee was rostered to work. (For example, when a Touring Employee is on tour or rostered to tour and claims Personal/Carer's Leave; entitlement deductions will be based on a day for day basis only. That is, no loss of the corresponding Rostered Day(s) Off will be incurred.)
- 24.6. Casual employees are entitled to unpaid Personal/Carer's leave and compassionate leave in accordance with the National Employment Standards.
- 24.7. URTI Leave
- 24.7.1. From the commencement of this Agreement, in addition to the Personal/Carer's leave entitlement, the Company will grant employees (other than casual employees) up to:
 - a) three (3) days paid leave during the employee's first year of service; and
 - b) five (5) days paid leave each year of service thereafter.
 for upper respiratory tract infection (URTI).
 - 24.7.2. Paid URTI leave is not cumulative.
 - 24.7.3. The employee shall determine whether the URTI is sufficiently serious to prevent them from performing normal duties.
 - 24.7.4. If URTI prevents normal duties, the employee will not be required to report for work.
 - 24.7.5. Where a medical certificate is promptly asked for by the Company and the employee fails to provide one then URTI leave may not be paid.
- 24.8. An employee taking Personal/Carer's leave or URTI leave must notify the Company of the absence in accordance with the Company's procedures.

25. COMPASSIONATE LEAVE

An employee (other than a casual employee) is entitled to up to three (3) days paid Compassionate Leave per occasion where a member of the employee's immediate family or household contracts or develops a personal illness - or sustains an injury - that poses a serious threat to life, or dies. Casual employees are not entitled to paid compassionate leave.

26. PARENTAL LEAVE

Employees may be entitled to unpaid maternity, paternity and adoption leave in accordance with the Act and any other applicable legislation.

27. PUBLIC HOLIDAYS

For the avoidance of doubt:

27.1. the Ordinary Time Rate of Pay; and

27.2. the entitlement to annual leave in clause 21

provided in this Agreement take into account an employee's entitlement to public holidays in the NES and include compensation for all public holidays provided for in the NES.

PART 7 - TRANSFERS, TRAVEL AND WORKING AWAY FROM USUAL PLACE OF WORK

28. TRANSFERS – EMPLOYER DIRECTION

- 28.1. This clause applies when an employee is transferred at the direction of the Company from one Home Base to another Home Base, including as a result of a currently-employed employee being appointed to a position or being redeployed.
- 28.2. An employee transferred will be entitled to receive payments from the Company for all reasonable expenses incurred by the employee for the removal of the employee, his or her spouse and dependent children under 21 years of age and their furniture, possessions and personal effects from one Home Base to another Home Base approved by the Company in advance or storage charges for such furniture or possessions, on production of receipts for such expenditure. (Where an employee is on transfer with their family, confirmed seating will be provided for all family members).
- 28.3. A base will be regarded as Home Base for the purpose of this clause if the employee is transferred there for a period which is either expressed at the time to exceed 60 days or while not expressed to exceed 60 days, does in fact do so other than by mutual agreement.
- 28.4. When special circumstances arise, employees may be allowed additional expenses subject to the approval of the Company.
- 28.5. Where an employee is transferred to a new Home Base at the Company's direction, the employee will be entitled to First Class Accommodation provided by the Company for a period of up to two weeks.
- 28.6. In the case of an employee being transferred to another base, where practicable at least one month's notice of such transfer will be given unless the employee consents to shorter notice.
- 28.7. Where an employee is operating on a field tour basis, the employee may elect on a temporary basis to move his or her family to and from the tour site at the employee's own expense. In such a case the employee will continue to remain on a tour basis for all allowances, work cycles and duty hours. The Company will not be constrained from moving the work site of such an employee but will nonetheless avoid doing so needlessly.
- 28.8. On arrival at a base to which they have been permanently transferred an employee will be granted reasonable time off to attend to personal matters arising out of the relocation.
- 28.9. An employee will not be transferred more than once every two years except by mutual agreement.

29. TRANSFERS – EMPLOYEE REQUEST (Touring Aircrew)

- 29.1. A Touring Employee may change his or her Home Base at any time, if the Company agrees to the change.
- 29.2. Commencing from 4 March 2017, a Touring Employee will be entitled to move his or her Home Base by notifying the Company, provided that:
 - 29.2.1. the employee gives at least 14 days written notice of the change (or a lesser period of notice by agreement between the employee and the Company); and
 - 29.2.2. the employee is able to travel between his or her Home Base and the normal touring work location within the same day of travel and within fatigue guidelines.
- 29.3. The Company will not be liable to pay any removal or transfer-related costs or reimburse any expenses for an employee-initiated change of Home Base pursuant to this clause.

30. DUTY TRAVEL AND WORKING AWAY

- 30.1. This clause applies when an employee is required by the Company to undertake any travel away from their Home Base in the course of the employee's employment, including for the purpose of any training or certification.
- 30.2. As far as practicable all travel arrangements (including accommodation where the Company elects to provide same) will be made by the Company prior to the departure of the employee from his or her Home Base and all such arrangements will be made known to the employee prior to such departure.
- 30.3. An employee will be provided with reasonable class travel for all Duty Travel at no expense to the employee.
- 30.4. Where an employee in the course of his or her employment is required by the Company to undertake any local travel by means of using taxi cabs or public transport, the employee may elect to pay his or her fares *en route*, and in such cases the Company will, on production of proper receipts, reimburse the employee for all reasonable expenses incurred in such travel.
- 30.5. An employee who is rostered away from Home Base on flight duty, training or other duties will be entitled to:
 - 30.5.1. provision of First Class Accommodation, or reimbursement of the reasonable cost of First Class Accommodation;

- 30.5.2. payment of Daily Travel Allowance in accordance with clause 33.9;
- 30.5.3. transport in accordance with clause 33.13; and
- 30.5.4. reimbursement for reasonable actual laundry expenses incurred while away from Home Base.

PART 8 – TRAINING AND TRAINING RELATED MATTERS

31. TRAINING AND RELATED MATTERS

- 31.1. An employee will not be required to pay for any training required by the Company for the obtaining, maintaining or renewing of any licence, standard or rating.
- 31.2. An employee will not be required to obtain, maintain or renew in his or her own time any licence, standard or rating where such is required by the Company.
- 31.3. A period of simulator training conducted at a location other than the employee's Home Base will be regarded as a tour of duty and will include all travel time.

PART 9 – REMUNERATION AND RELATED MATTERS

32. SALARIES

32.1. Salaries will be paid fortnightly and paid directly to a bank, building society or credit union account.

32.2. Service Credits

32.2.1. On Commencement

- a) On commencement of employment, an employee is entitled to the following service credits:

Prior Experience	Credits
At least 500 hours of rotary wing aircrew experience	1 year
At least 500 hours of EMS experience	2 years
NVG qualified	1 year
Front Left Seat qualified	1 year
Total maximum service credit	4 years

- b) On commencement of employment, an employee will commence on Year 1 of the appropriate salary table. Any service credits will be applied once the employee is cleared to the line.

32.2.2. On Progression from Rescue Crew Officer to Air Crew Officer

- a) On promotion from Rescue Crew Officer to Air Crew Officer an employee is entitled to the following service credits:

Prior Experience	Credits
At least 500 hours of rotary wing aircrew experience	1 year
NVG qualified	1 year
Front Left Seat qualified	1 year
At least seven (7) years of service with the Company	1 year

- b) For existing employees, years of service credits will not exceed the employee's current years of service prior to promotion.

32.3. **Salaries –Aircrew Officer:**

	Salaries effective from first full pay period commencing on or after 1 April 2016	Salaries effective from first full pay period on or after 1 April 2017	Salaries effective from first full pay period on or after 1 April 2018
<i>percentage increase incorporated</i>	2.5 %	2.8 %	3.4 %
	\$	\$	\$
Trainee	74,464	76,549	79,152
1st year of service	80,628	82,886	85,704
2nd year of service	81,929	84,223	87,087
3rd year of service	83,233	85,564	88,473
4th year of service	84,537	86,904	89,859
5th year of service	85,841	88,245	91,245
6th year of service	87,142	89,582	96,628
7th year of service	88,446	90,922	94,013
8th year of service	89,749	92,262	95,399
9th year of service	91,052	93,601	96,783
10th year of service	92,355	94,941	98,169
11th year of service	93,657	96,279	99,552
12th year of service	94,960	97,619	100,938
13th year of service	96,263	98,958	102,323
14th year of service	97,566	100,298	103,708
15th year of service*	98,868	101,636	105,092

* **Note:** Years 10 to 15 are new increments introduced as part of this Agreement.

32.4. **Salaries – Surveillance Crew Officer:**

	Salaries effective from first full pay period commencing on or after 1 April 2016	Salaries effective from first full pay period on or after 1 April 2017	Salaries effective from first full pay period on or after 1 April 2018
<i>percentage increase incorporated</i>	2.5 %	2.8 %	3.4 %
	\$	\$	\$
Trainee	55,848	57,412	59,364
1st year of service	62,011	63,747	65,914
2nd year of service	63,313	65,086	67,299
3rd year of service	64,617	66,426	68,684
4th year of service	65,921	67,767	70,071
5th year of service	67,224	69,106	71,456
6th year of service	68,526	70,445	72,840
7th year of service	69,830	71,785	74,226
8th year of service	71,133	73,125	75,611
9th year of service	72,436	74,464	76,996
10th year of service	73,738	75,803	78,380
11th year of service	75,041	77,142	79,765
12th year of service	76,344	78,482	81,150
13th year of service	77,647	79,821	82,535
14th year of service	78,950	81,161	83,920
15 th year of service*	80,252	82,499	85,304

* Note: Years 10 to 15 are new increments introduced as part of this Agreement.

32.5. Salaries – Rescue Crew Officer:

	Salaries effective from first full pay period commencing on or after 1 April 2016	Salaries effective from first full pay period on or after 1 April 2017	Salaries effective from first full pay period on or after 1 April 2018
<i>percentage increase incorporated</i>	2.5 %	2.8 %	3.4 %
	\$	\$	\$
Trainee	55,848	57,412	59,364
1st year of service	62,034	63,791	65,960
2nd year of service	63,295	65,067	67,279
3rd year of service	64,536	66,343	68,599
4th year of service	65,777	67,619	69,918
5th year of service	67,018	68,894	71,236
6th year of service	68,259	70,170	72,556
7th year of service	69,500	71,446	73,875
8th year of service	70,741	72,722	75,195
9th year of service	71,983	73,999	76,515
10th year of service	73,285	75,337	77,898
11th year of service	74,588	76,676	79,283
12th year of service	75,891	78,016	80,669
13th year of service	77,194	79,355	82,053
14th year of service	78,497	80,695	83,439
15 th year of service*	79,799	82,033	84,822

* Note: Years 10 to 15 are new increments introduced as part of this Agreement.

33. ALLOWANCES AND REIMBURSEMENTS

33.1. Supervisory Aircrew Allowance

From the commencement of this Agreement, in addition to the salaries in clause 32, an employee appointed to and continuing in a role of Supervisory Aircrew will be the following allowance:

Number of Babcock Aircrew Employees Supervising:	%
Up to three employees	5
Four or more employees	8

Percentage additions are calculated on the employee's base Salary in clause 32.

33.2. Check & Training Aircrew Allowance

From the commencement of this Agreement, in addition to the salaries in clause 32, employees with Check and Training responsibilities and qualifications will be paid the relevant allowance contained in the following table.

	%
Check and Training	10
Check and Training including check and Training NVG	15

Percentage additions are calculated on the employee's base Salary in clause 32.

33.3. Surveillance Crew Officers Allowances

In addition to the salaries in clause 32, Surveillance Aircrew Employees employed on a full-time basis will be paid the following allowances per annum, payable from the date the employee is checked to the line or awarded the qualification, as applicable. A *pro rata* allowance will be paid to part time employees.

	Effective from first full pay period commencing on or after 1 April 2016	Effective from first full pay period on or after 1 April 2017	Effective from first full pay period on or after 1 April 2018
Mission Coordinator	\$8,000	\$9,000	\$10,000
Surveillance Aircrew Winch Operator qualified	\$6,196	\$6,369	\$6,586

33.4. MICA Allowance

In addition to the salaries in clause 32, all Aircrew employed on the Ambulance Victoria contract on a full-time basis will be paid the following allowance per annum, payable from when the employee is checked to the line. A pro rata allowance will be paid to part time employees.

Effective from first full pay period commencing on or after 1 April 2016	Effective from first full pay period commencing on or after 1 April 2016	Effective from first full pay period commencing on or after 1 April 2016
\$3,326	\$3,419	\$3,535

33.5. NVG Operations Allowance

Where Company requirements necessitate the use of Night Vision Goggles for operational tasking in aircraft specifically modified for usage of this technology, employees trained in the use of this equipment will be paid one of the following NVG allowances per annum:

	Effective from first full pay period commencing on or after 1 April 2016	Effective from first full pay period on or after 1 April 2017	Effective from first full pay period on or after 1 April 2018
Aircrew Officer	\$4,792	\$4,917	\$5,065
Rescue Crew Officer	\$2,396	\$2,459	\$2,533

33.6. Rescue crew Fitness Allowance

A fitness allowance in accordance with the table below will be paid to Rescue Crew Officers who are required by the Company to maintain a Company or Client Fitness level, and to pass associated fitness testing.

Effective from first full pay period on or after the commencement of the Agreement	Effective from first full pay period on or after 4 March 2017	Effective from first full pay period on or after 4 March 2018
\$1,500	\$1,542	\$1,594

33.7. Camping Out Allowance

An employee who is required to camp out during the course of his or her duties will be paid an overnight allowance as follows:

Effective from first full pay period commencing on or after 1 April 2016	Effective from first full pay period on or after 1 April 2017	Effective from first full pay period on or after 1 April 2018
\$39.84	\$40.87	\$42.10

33.8. Hard Lying Allowance

Where First Class Accommodation is not available, the Company shall provide the best accommodation available at the location and in addition, employees will be

paid a hard lying allowance in respect of each night spent in such accommodation as follows:

Effective from first full pay period commencing on or after 1 April 2016	Effective from first full pay period on or after 1 April 2017	Effective from first full pay period on or after 1 April 2018
\$26.70	\$27.39	\$28.21

33.9. Daily Travelling Allowance ("DTA")

33.9.1. Subject to clause 33.9.2, DTA is payable for all calendar days from departure from the airport nearest the employee's Home Base, until return to the airport nearest the employee's Home Base.

33.9.2. Where:

- a) the employee is not travelling to the touring location by air; or
- b) the Home Base locality has no domestic airport

the DTA will be calculated from the employee's Home Base town or city.

33.9.3. The DTA actually payable will be adjusted for part days away by deducting - from the daily food and drink amount - the published value of any meals normally taken at times before the employee has departed from, or after the employee has returned to, his or her Home Base.

33.9.4. Domestic DTA

- a) This clause details the DTA that - subject to this Agreement - will be payable for Duty Travel within Australia and its Territories.
- b) The rate of DTA payable will be determined by using the equivalent value of the daily reasonable amounts determined from time to time by the Australian Tax Office ("ATO") for food and drink and for incidentals for domestic travel. For the avoidance of doubt, the entitlement for any employee will be the equivalent value of the figures in Table 1 of the *Taxation Determination* for reasonable travel and overtime meal allowance expense amounts published annually by the ATO, regardless of the employee's actual income.
- c) If any meals are provided or organised to be provided at no cost to the employee, the daily DTA actually payable will be adjusted by deducting - from the daily food and drink amount - the published

value of those meals. Meals on domestic aircraft flights will not be regarded as meals provided for the purpose of this clause.

- d) If the meal to be provided to the employee under clause 33.9.4 (c) is not provided or is deemed by the employee to be unsuitable, the employee is entitled to be reimbursed the actual expense incurred in obtaining an alternative meal. Such reimbursement will be:
 - (i) subject to the production of satisfactory receipts as evidence of the expenditure; and
 - (ii) available for up to the value published by the ATO for the relevant meal.

33.9.5. International DTA

- (a) This clause details the DTA that - subject to this Agreement - will be payable for Duty Travel outside Australia and its Territories.
- (b) The DTA payable will be determined consistent with the Australian Tax Office ("ATO") Determinations and Rulings for reasonable travel and overtime meal allowance expense amounts for international travel as amended from time to time.
- (c) For the purpose of determining the appropriate ATO table to be used, the employee's annual salary will be the employee's Ordinary Time Rate of Pay.
- (d) If any meals are provided or organised to be provided at no cost to the employee, the daily DTA actually payable will be adjusted by deducting - from the daily meals amount - the published value of those meals. If no individual meal amounts are published, the meal amount of the DTA will be reduced by the following percentages:

<i>Breakfast</i>	A reduction of 23% of the meals amount
<i>Lunch</i>	A reduction of 32% of the meals amount
<i>Dinner</i>	A reduction of 45% of the meals amount

- (e) Meals on international aircraft flights will be regarded as meals provided for the purpose of this clause, and the employee will only be entitled to the incidentals allowance at those times.
- (f) If the meal to be provided to the employee under clause 33.9.5(d) is not provided or is deemed by the employee to be unsuitable, the employee is entitled to be reimbursed the actual expense incurred in obtaining the meal. Such reimbursement will be:

- (i) subject to the production of satisfactory receipts as evidence of the expenditure; and
- (ii) available for up to the value published by the ATO for the relevant meal.

33.10. Meal Allowances

Where a Fixed Base Employee is on flying operations away from Home Base during a rostered duty period and is unable to take a normal meal break due to lack of facilities or due to operational requirements; he/she shall be paid a meal break allowance equivalent to the overtime meal allowance rate. **Note:** This allowance is not to be paid if an individual employee returns from an operation then proceeds to consume the claimed meal on base.

33.11. Passports

Where international operations may be conducted the Company will cover the cost of renewal of passports for employees who are required to hold a current passport in the normal course of their duties.

33.12. ASIC Fees

Unless the Company arranges and pays for and Aviation Security Identification Card for an employee, the employee will be entitled to be reimbursed for reasonable expenses incurred by the employee to obtain the ASIC.

33.13. Transport

33.13.1. A Touring Employee is not entitled to be provided with or reimbursed for transport between the employee's home and his or her Home Base airport.

33.13.2. A Fixed Base Employee who is required to work away from their usual place of work is entitled to reimbursement for any substantiated reasonable additional travel costs, including travel between the employee's home and his or her Home Base airport.

33.13.3. Where an employee is required to stay at any designated place away from the employee's Home Base, he or she will be provided by the Company with transport at that work location, free of cost to the employee, between the airport, the location of work, and the employee's place of accommodation, and return at the required times.

33.13.4. No employee will be required to use his or her own vehicle on the Company's business unless the employee agrees.

33.13.5. Where an employee agrees to use his or her private vehicle for the Company's purposes, then the employee will be paid an allowance

based on the Australian Taxation Office guidelines on kilometre allowance rates as amended from time to time.

- 33.13.6. Where an employee requests and the Company agrees that he or she be permitted to use his or her private vehicle instead of transport that was to be provided by the Company, the maximum allowance to which the employee will be entitled under clause 33.13.5 is the value of the transport proposed by the Company.

33.14. Uniform and Helmet Reimbursement:

- 33.14.1. Where the Company requires an employee to wear a Uniform, the Company will provide such Uniform or will reimburse the employee all reasonable costs associated with the provision of such Uniform.
- 33.14.2. Where a Uniform is provided, it will remain the property of the Company.
- 33.14.3. The Company will provide appropriate flying helmets where operational or client requirements necessitate the use of helmets. The helmet will remain the property of the Company.
- 33.14.4. If an employee is unable to use the Company-selected helmet style, the Company and the employee will agree in writing on a suitable alternative helmet to be provided by the Company. The helmet will remain the property of the Company.
- 33.14.5. Employees who have purchased their own helmet before the commencement of this Agreement and who are regularly involved in tasking associated with EMS, SAR or Border Protection operations will be entitled to a helmet allowance of \$500 per annum.
- 33.14.6. Employees are required to wear suitable boots for the purpose of performing duties. An employee is entitled to be reimbursed by the Company up to \$250 per 12-month period toward the purchase of suitable boots, on provision of receipts to substantiate the expenditure.

33.15. Medicals Reimbursement

An employee can claim and will be reimbursed, upon provision of satisfactory receipts to the Company, up to \$300 per annum for medical costs incurred relating to an aviation medical that is required for duty.

33.16. Medical Screening

On request by the employee, the Company will provide annual medical screening for employees working in remote areas or potentially infectious roles. Screening will be for, but not limited to Tuberculosis, Typhoid, HIV, Encephalitis, Dengue Fever, Malaria and Hepatitis.

34. SUPERANNUATION

34.1. Superannuation Legislation

Superannuation legislation, as amended from time to time, will govern the superannuation rights and obligations of the parties.

34.2. Selection of Fund


Employees can elect to have superannuation contributions paid on their behalf deposited with their nominated complying fund of choice, or alternatively they may choose to use the Company's default superannuation fund which shall be a complying fund, and which shall be a fund that offers a My Super product.

35. EXTRA DAYS WORKED

35.1. Subject to the provisions of clause 20 *Hours of Duty*, where the Company 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 following daily overtime rates plus DTA (if applicable) will apply.

Extra Days Worked	Effective from first full pay period on or after 5 July 2016	Effective from first full pay period on or after 4 March 2017	Effective from first full pay period on or after 4 March 2018
	\$	\$	\$
Aircrew Officer	536	551	570
Surveillance Crew Officer	434	450	469
Rescue Crew Officer	409	420	435

35.2. Where the Company requires a Fixed Base Employee to work an extra shift and that shift is a night shift, the rates in clause 35.1 will be increased by 10% for that shift.

35.3. The overtime rates in clause 35.1 are derived from the following formulae: 

35.3.1. Aircrew Officer:

$$(Year 8 base salary + NVG allowance + MICA allowance) / 365 \times 2$$

35.3.2. Surveillance Crew Officer:

(Year 8 base salary + Mission Coordinator allowance) / 365 x 2

35.3.3. Rescue Crew Officer:

(Year 8 base salary + NVG + Fitness allowance) / 365 x 2

- 35.4. An employee, however, may elect to accrue a day/s in lieu on a day for day basis at their Ordinary Time Rate of Pay instead of being paid for extra days worked. Any such time taken in lieu will be deducted from working days only, and a Touring Employee will be credited the appropriate field leave that would have applied to the time taken in lieu had it been worked as ordinary hours.
- 35.5. Any Days in Lieu that an employee has not taken as provided by this clause will upon termination of employment be payable to an employee at the daily overtime rate.

36. EMPLOYEES ADDITIONAL HOURS

- 36.1. This clause does not apply to Touring Employees.
- 36.2. Subject to the provisions of this clause and clause 20 *Hours of Duty*, a Fixed Base Employee is entitled to an hourly overtime rate from the table in clause 36.7 for each hour or part thereof worked in addition to their rostered ordinary hours (a "shift extension").
- 36.3. If an extension exceeds eight (8) or more hours, the hourly overtime under this clause is not payable. The employee will instead be entitled to a daily overtime payment pursuant to clause 35.
- 36.4. A minimum of 30 minutes must be worked in addition to the employee's rostered ordinary hours before an employee is entitled to be paid overtime. However, if that 30 minute threshold is met, overtime rates will be paid from commencement of the overtime period.
- 36.5. For the purpose of this clause, a period of 30 minutes work after shut down will be deemed to be the required period of post shut-down administration, and regarded as time worked.
- 36.6. One overtime meal allowance will be paid for a shift extension of two (2) or more hours, unless the employee is entitled to DTA in which case the overtime meal allowance will not apply.

36.7. Overtime allowances are paid at the following rates:

Extra Hours Worked	Effective from first full pay period on or after 5 July 2016	Effective from first full pay period on or after 4 March 2017	Effective from first full pay period on or after 4 March 2018
	\$	\$	\$
Aircrew Officer	84	86	89
Surveillance Crew Officer	68	70	73
Rescue Crew Officer	64	66	68
Overtime Meal Allowance	35	36	37

36.8. The above overtime rates are derived from the following formula:

$$(the\ relevant\ Daily\ overtime\ rate\ in\ clause\ 35.1 / 8\ hours) \times 1.25$$

36.9. The provisions of this clause are instead of and not cumulative upon the rates prescribed by clause 35 (Extra Days Worked) for the same period. For the avoidance of doubt, if an employee is entitled to a daily overtime payment in clause 35 for an additional shift – and that shift is extended beyond its scheduled completion time – the employee will still be entitled to an hourly overtime payment under clause 36 for the extension period.

37. OVERPAYMENT OF WAGES

37.1. Should the Company over pay an employee and the Company provide the employee with written evidence of the overpayment within one year of the overpayment occurring, such overpayment will be a debt owing to the Company, and repayable by the employee.

37.2. The repayment will occur as soon as practicable, subject to reasonable arrangements being agreed to between the employee and the Company. This may include by means of a written agreement to deduct from the employee's wages. If agreement is not reached on repayment, the Company may initiate proceedings to recover the amount by lawful means.

- 37.3. Any overpayment amount identified under clause 37.1 will remain owing until it is repaid in full. The employee may agree in writing that the remaining amount owing to the Company may be deducted from any monies or entitlements owed to the employee. If agreement is not reached on repayment, the Company may initiate proceedings to recover the amount by lawful means.

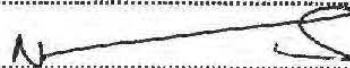
PART 10 - CAREER PROGRESSION AND INTERNAL VACANCIES

38. CAREER PROGRESSION


- 38.1. The Company undertakes to advertise all Aircrew vacancies, including new positions, either internally in the first instance or in conjunction with any external advertising.
- 38.2. Subject to clause 38.3, advertised positions will only be offered to external candidates in the following circumstances:
 - 38.2.1. Where no internal applications are received, or
 - 38.2.2. Where internal applications received do not meet the relevant selection criteria including (but not limited to) skills, qualifications, experience, attitude and performance management review outcomes.
- 38.3. Where neither internal nor external applicants meet the position requirements, preference will be given to internal applicants for access to training opportunities to further enhance their career progression prospects.
- 38.4. As part of the Company's overall employee retention strategy, it is the clear intention of this clause that when an Aircrew vacancy exists, the Company will always consider promoting employees from within the Company prior to employing external candidates.

SIGNED FOR AND ON BEHALF of

Babcock Mission Critical Services Australasia Pty Ltd
ABN: 50 011 075 460


Signature: 
Full Name: Nigel EDWARDS
Position: Head of OPERATIONS
Address: 1/1 ARBOREFORA Road
Bowen Hills QLD 4006
Basis of authority to sign: HEAD of OPERATIONS
Dated: 6/9/16

in the presence of:


Witness
Signature: 
Name: STEPHEN PIECH
Address: 1/1 ARBOREFORA ROAD
BOWEN HILLS QLD 4006
Dated: 06/09/16

SIGNED FOR AND ON BEHALF of

the Employees

Signature: 
Full Name: SAM FIELDER
Position: AIRCREW REPRESENTATIVE
Address: 12 NASH ST
GRANGE SA 5022
Basis of authority to sign: Employee Bargaining Representative
Dated: 6/9/16

in the presence of:

Witness
Signature: 
Name: Matthew Raine
Address: 12 NASH ST
GRANGE SA 5022
Dated: 6/9/16

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2016/5658:

Babcock Mission Critical Services Australasia Aircrew Enterprise Agreement 2016

Applicant:

Babcock Mission Critical Services Australasia Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Nigel Edwards, Head of Operations for Babcock Mission Critical Services Australasia Pty Ltd give the following undertakings with respect to the *Babcock Mission Critical Services Australasia Aircrew Enterprise Agreement 2016* ("the Agreement"):

1. I have the authority given to me by Babcock Mission Critical Services Australasia Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. There are three roster configurations ("normal duty cycles") that are operated under clause 20.3.3 for Fixed Base Employees. Each roster configuration specifies the regular start and finish times and days off.
 - a) An arrangement under which employees are rostered over five consecutive days to be on standby at the base for two 24-hour periods and on standby at home for one eight-hour period, followed by three full calendar days off. This arrangement results in an average of 49 hours of duty per week.
 - b) The "10/14" roster, under which employees are rostered over four consecutive days to be on standby at the base for two 10-hour day shifts and two 14-hour night shifts, followed by four full calendar days off. This arrangement results in an average of 42 hours of duty per week.
 - c) The "3x24" roster, under which employees are rostered over six consecutive days to be on standby at the base for three 24-hour periods, followed by three full calendar days off. This arrangement results in an average of 56 hours of duty per week.
3. Overtime is payable under the Agreement for a Fixed Base Employee if the employee works on a day that was rostered off, or if the employee works in excess of 30 minutes beyond the rostered finish time of a scheduled shift under that employee's normal duty cycle.
4. Introduction of any new forms of roster configurations different to those in paragraph 2 of these undertakings will subject to the consultation provisions of the Agreement.
5. If any new forms of roster configurations different to those in paragraph 2 of these undertakings result in an increase in expected rostered duty time will only be implemented by majority agreement of the affected employees.

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in blue ink, consisting of a stylized 'N' followed by a long horizontal stroke that ends in a loop.

Signature

Date: 13 October 20116

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2016/5658:

Babcock Mission Critical Services Australasia Aircrew Enterprise Agreement 2016

Applicant:

Babcock Mission Critical Services Australasia Pty Ltd

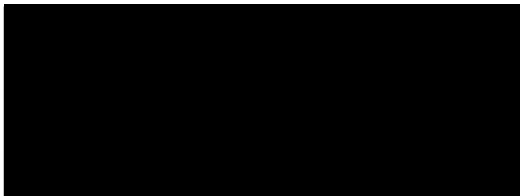
Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Nigel Edwards, Head of Operations for Babcock Mission Critical Services Australasia Pty Ltd give the following undertakings with respect to the *Babcock Mission Critical Services Australasia Aircrew Enterprise Agreement 2016* ("the Agreement"):

1. I have the authority given to me by Babcock Mission Critical Services Australasia Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 20.1 operates so that the hours of work for a Touring Employee during the period of days away from Home Base pursuant to clause 20.6 of the Agreement is not permitted to exceed the limits of the approved Company's Fatigue Risk Management System (FRMS) and Civil Aviation Safety Authority (CASA) Regulations.
3. During the period of days away from Home Base - and subject to the FRMS and CASA limits referred to at clause 20.1 – a Touring Employee:
 - a. will be rostered in each 24-hour period for either a continuous day shift of up to 12 hours or a continuous night shift of up to 12 hours to perform and remain available for any flights. The start and finish time of the continuous 12 hour shifts may vary depending on the client's flight schedules, but will be promulgated in advance prior to the start of an Employee's tour;
 - b. will be free of all duties outside the rostered shift prescribed at 3a, but may be required to remain on standby (away from the base, e.g. at the accommodation) in case of an unplanned response flight; and
 - c. will be released from all duties and standby requirements for at least 10 consecutive hours if continuously working for 14 hours or more (excluding periods of standby away from the base).
4. Periods of standby that are outside the nominated day shift or night shift of a Touring Employee under 3(a) of these undertakings are for unplanned flights only, and will not be used to provide rostered flying services without the employee's agreement.
5. Introduction of any new forms of roster configurations for Touring Employees that are different to those in paragraphs 3 and 4 of these undertakings will be subject to the consultation provisions of the Agreement.

6. If any new forms of roster configurations for Touring Employees different to those in paragraphs 3 and 4 of these undertakings result in an increase in expected rostered duty time, the change will only be implemented by majority agreement of the affected employees.
7. A Touring Employee is entitled to daily overtime payments pursuant to clause 35 if the employee works on a day additional to the days rostered on in the cycle under clauses 19 and 20.6.
8. Clause 21.5.1 shall not operate so as to deduct more calendar days from an employee's leave bank than the employee actually takes as leave. For example, an employee who is approved to take 13 days off associated with a Duty Cycle followed by 28 days off will be deducted 41 days annual leave.



Signature

16th November 2016

Date

IN THE FAIR WORK COMMISSION

Matter No.: AM2016/3
Title of Matter: Four yearly review of modern awards –
Proposed Helicopter Aircrew Award

STATEMENT OF STEVEN JOHN FLANAGAN

On 6 December 2017, I, Steven John Flanagan, of [REDACTED] Adelaide, Chief Aircrewman, say as follows:

Background

1. I am employed by Babcock Mission Critical Services Australasia Pty Ltd (BMCSA) as Chief Aircrewman.
2. I have held that role since 13 October 2015.
3. Prior to that I was a check and training crewman in the Hunter Region Surf Life Saving Australia (SLSA) Helicopter Rescue Services for six months.
4. Prior to that I was at CHC Helicopters for approximately 12 years, where I was a check and training aircrewman from 2009 to 2015. I started my career as a rescue Crewman in February 2000, before moving to CHC in 2003.
5. I report to the Chief Pilot of BMCSA.
6. My role at BMCSA is to maintain standardisation of training and procedures and ensure BMCSA's compliance with requirements set by the Civil Aviation Safety Authority (CASA) as well as the compliance of BMCSA aircrew and client medical staff.
7. I am also responsible to ensure aircrew do not exceed Fatigue Risk Management System (FRMS) limits. FRMS is the company fatigue management system approved by CASA.

Aircrew roles

8. Aircrew at BMCSA are classified into three roles. These are: Search and Rescue (SAR) Aircrewperson; Surveillance Aircrewperson; and Rescue Crewperson.
9. The SAR Aircrewperson is trained and competent – and is required to perform – all required aircrew operations, including winch operations and assisting the pilot through non-flying co-pilot duties (“front left-hand seat”) as listed in BMCSA's Operations Manual and approved by CASA.

Lodged on behalf of:	Babcock Mission Critical Services Australasia Pty Ltd (BMCSA)
Address for Service:	Tel: (07) 3259 7285 / (07) 3259 7030
Ashurst Australia	Fax: (07) 3259 7111
Level 38, 123 Eagle Street	Email: vince.rogers@ashurst.com /
Brisbane QLD 4000	andrew.wydanski@ashurst.com
	Ref: VR ANWY 07 3004 1793

10. A Rescue Crewperson's primary role is to render assistance to persons in distress over water or land, and as necessary to be dispatched from the helicopter by winch.
11. A Rescue Crewperson is generally not required to perform front left-hand seat duties, and does not operate a winch.
12. A Surveillance Aircrewperson's primary role is to provide surveillance and operate sensor equipment on behalf of Australian Border Force.
13. A Surveillance Aircrewperson is not required to perform front left-hand seat duties, and will not be despatched from the helicopter by winch, and also does not operate a winch.
14. SAR Aircrewpersons are trained to a higher standard than Rescue Crewpersons and Surveillance Aircrewpersons due to their role and the nature of their operational missions.
15. The classification of aircrew that is deployed at BMCSA is determined by the clients' contractual requirements.

Aircrew training requirements

16. BMCSA recruits and trains its aircrew to standards set by the operational contracts for which the vacancy applies.
17. I have been shown a document that the AMWU has tabled: AVI40116 Certificate IV in Aviation (Aircrewperson).
18. BMCSA has a training system approved by CASA that is the equivalent to AVI40116 Certificate IV in Aviation (Aircrewperson).
19. The Certificate comprises 14 core modules for all aircrew, plus seven elective modules from a list of 23 electives.
20. The electives required by BMCSA would depend on the employee's role and the contract that BMCSA has with the relevant client.
21. As an example, the role of a Surveillance Aircrewperson would require the completion of elective unit AVIW 4028 Manage Aircraft Sensor Systems.
22. A SAR Aircrewperson needs to have completed the elective units AVIY4054 Conduct Hoisting Operations and AVIY 4056 Conduct Airborne Rappelling Operations. These together are the CASA C.A.O. 29.11 Winching and Rappelling Certificate.
23. A SAR Aircrewperson would also need to have completed the elective unit AVIY 4053 Perform Aircrewman Cockpit Duties.
24. A Recue Crewperson would need to have completed the elective unit AVIW 3024 Perform Wireman Duties.

Aircrew fitness requirements

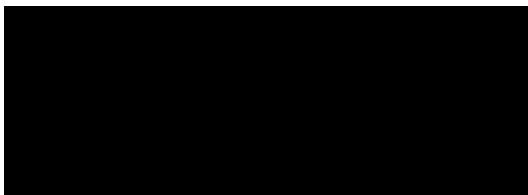
25. BMCSA requires CASA Class 2 medical as the minimum for all its aircrew, regardless of classification.
26. Some aircrew are required to pass a specific fitness test in addition to the CASA Class 2.
27. The requirement for a fitness test is determined by the client.
28. BMCSA's client in South Australia does not require fitness testing.
29. BMCSA's client in Victoria, Ambulance Victoria, approves and requires all SAR Aircrewpersons to pass a specific fitness test. Only SAR Aircrewpersons are deployed for Ambulance Victoria. Annexed to this statement and marked "SJF-1" is a true copy of the BMCSA local staff instruction in relation to the Ambulance Victoria Aircrewman Fitness Test.
30. Queensland Health requires the same fitness test as Victoria for SAR Aircrewpersons, and a higher level of fitness testing for Rescue Crewperson due to their more arduous role. Annexed to this statement and marked "SJF-2" is a true copy of the BMCSA local staff instruction in relation to the BMCSA Aircrewman / Rescue Crewman Fitness Test.
31. There is no contract requirement for fitness test for Australian Border Force, therefore Surveillance Aircrew are not required to pass an additional fitness test.
32. In brief, the fitness test at BMCSA is a strength and aerobic fitness test. There is an additional water component for Rescue Crewpersons.
33. BMCSA records the results of the fitness test on a form. Annexed to this statement and marked "SJF-3" is a true copy of the BMCSA Crewperson Fitness Test document.

Safety equipment

34. At BMCSA, no aircrew are required to obtain and provide any safety equipment at their cost. BMCSA pays for and supplies all necessary equipment for their role.
35. If BMCSA requires an employee to obtain any equipment, it reimburses the cost to the employee. As an example, it is more convenient and efficient for an employee to purchase their own flying boots and be reimbursed.
36. When I worked at the Hunter Region SLSA Helicopter Rescue Service, all necessary safety equipment was supplied by the employer at no cost to the employee. No allowance was required.
37. When I worked at CHC Helicopters, employees received a safety equipment allowance and supplied their own gloves and boots.

Mobile Intensive Care Ambulance course

38. The Mobile Intensive Care Ambulance (MICA) course is a course designed, delivered and assessed by Ambulance Victoria.
39. The MICA course is three days of ground instruction (classroom) followed by 80 hours of on road time (working on a road ambulance).
40. Ambulance Victoria requires the course to be completed by all aircrew so that aircrew can assist paramedics with such things as drawing up drugs and setting up vital lifesaving equipment.
41. Ambulance Victoria requires all SAR Aircrewpersons working on its contracts to have passed the MICA course and maintain ongoing recency.
42. The MICA course requirement only applies to BMCSA employees who perform work for Ambulance Victoria. Currently, 28 out of BMCSA's 67 helicopter aircrew employees perform such work and are therefore subject to the MICA course requirement.
43. No other contracts operated by BMCSA have a similar requirement.
44. The contents of this statement are true and correct to the best of my knowledge and belief.



Steven John Flanagan

6 December 2017

Date

IN THE FAIR WORK COMMISSION

Matter No.: AM2016/3
Title of Matter: Four yearly review of modern awards –
Proposed Helicopter Aircrew Award

ANNEXURE SJF-1
TO THE STATEMENT OF STEVEN JOHN FLANAGAN DATED 6 DECEMBER 2017

	LOCAL STAFF INSTRUCTION (LSI)	FORM NO: MCO-FM-001
		PAGE: 1

LSI No: 020/2016
 To: Victorian Aircrew
 From: Chief Aircrewman

Issue Date: 12 Sep 2016
 Review Date: 12 Mar 2017
 Replaces: N/A

Subject: Ambulance Victoria Aircrewman Fitness Test

The following will take effect as of 1st December 2016 and has been agreed to by Ambulance Victoria.

The body of this LSI is to be incorporated into the next amendment of Base Operating procedures.

Aircrewman Fitness Test

Introduction

The need for all aircrew to maintain a measurable standard of health is well recognised, but in particular, demands placed upon Aircrewman necessitates an additional level of fitness. Rescue tasks can occur at any given time requiring elements of endurance, flexibility and strength. As such, the aim of the fitness testing is to evaluate these physical qualities.

Note:

The requirement for a fitness standard is contract dependant and will be reviewed periodically.

Duration:

The fitness test remains in force for a period of 12 months from the last day of the month in which the test was issued or renewed.

The fitness test is to be completed within 40 minutes.

Medical Evaluation:

Prior to the initial fitness test being undertaken a current CASA aircrew medical is to be presented to the assessor prior to the individual undertaking the test.

Should an individual not be able to undertake a recurrent fitness test for whatever reason the circumstances are to be brought to the attention of the individual's immediate supervisor prior to the assessment date. The Head of Flight Operations through the Chief Aircrewman is to be notified of the situation for further action.

Extension:

The Head of Flight Operations or Chief Aircrewman may grant an extension of up to 28 days followed by a further 14 days if either a medical evaluation or mandatory fitness test assessment is not met. Failure of an additional medical evaluation / fitness test assessment beyond this point will necessitate further action by HOFO.

Retesting Following a Period of Absence:

The Head of Flight Operations may require that an individual undertake a fitness test on return to work following a period of absence due injury or illness regardless of the current fitness test expiry date.

Testing:

The fitness test must be supervised by one of the following:

1. Check & Training Crewman
2. Senior Crewman
3. Base Manager; or
4. An appointed company delegate

Upon completion, irrespective of the result, the supervisor is to complete the Crewman Fitness Test Proforma at ANNEX A and attach it to the Air Maestro recency item.

Issue: 3 Revision: 0	Effective Date: 16 Jun 2016	Authorised by: Head of Operations	Page 1 of 4
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	LOCAL STAFF INSTRUCTION (LSI)	FORM NO:	MCO-FM-001
		PAGE:	2

Compliance:

Supervisors are to ensure that the individual is prepared for the test by ensuring that he has read and understood the instructions contained in this section before the commencement of the activity.

Initial Employment:

Where an individual's contract requires a fitness test then that individual must satisfactorily complete the fitness test prior to being offered employment with AHPL, or for existing employees prior to being offered internal transfer.

Failure:

The failure of any individual task within a testing component will be a failure of the fitness test. Where an individual fails to meet the necessary standard as laid down in this section then the individual is to be informed that they have failed the test. This information will be annotated on the individual's Fitness Test Performa and forwarded to both the HOFO and the Chief Aircrewman for further action.

Retesting Post Failure:

If an individual has failed the test they are to be retested in 14 days. The entire test will be required to be completed in full. With the result annotated on the Fitness test Proforma and sent to both the Chief Aircrewman and HOFO.

The Fitness Test:

The fitness test comprises of only a land component. The individual requires one week's notification in advance as to when the test will be undertaken.

EQUIPMENT CARRY:

The objective of the equipment carry test is to assess the strength endurance of the individual by simulating load carrying conditions likely encountered as part of their roles.

Equipment Required:

1. A level hard surface or treadmill (set at zero elevation)
2. A measured 2km distance
3. Appropriate walking attire
4. Back pack or vest weighted with 15kg
5. Stopwatch.

Requirement:

2km in less than 20mins carrying 15kg

Failure:

1. Being unable to complete the task in the laid down time.
2. Being unable to complete the task.

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PUSH UP TEST:

The objective of the push up test is to assess the strength endurance of the individual's upper body muscles. Continuous push ups are required with no more than a 4sec pause between repetitions.

How to conduct the test:

1. The participant lies on the ground, places their hands by the shoulders and straightens the arms - see Figure 1 (start position)
2. The participant lowers the body until the elbows reach 90° (see Figure 2) and then extends the arms to return to the start position
3. The participant continues this press-up action, with no rest, until they are unable to continue



Equipment Required:

A suitable clear flat surface.

Requirement:

The Requirement to pass this assessment is 20 continuous Push Ups in under 2mins.

Failure:

1. Being unable to complete the task in the laid down time.
2. Being unable to complete the task.

ABDOMINAL BRACE:

Abdominal bracing is important to “set” the lumbar spine in a neutral range. This provides a sufficient stability so the spine can remain stable during various tasks. Incorporating a conscious abdominal brace (AB) into exercises can help “groove” stability patterns into activities of daily living, work demands, and recreational or sports activities.

How to conduct the test:

1. Lie face down on mat resting on the forearms, palms flat on the floor.
2. Push off the floor, raising up onto toes and resting on the elbows.
3. Place forearms on the floor and press up into a flat-back position on the toes, keeping the hips down so that the body is in a straight line from head to heels.

Equipment Required:

A suitable clear flat surface.

Requirement:

The Required time to pass this assessment is hold for 2 min.

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Failure:

1. Being unable to complete the task in the laid down time.
2. Being unable to complete the task.

APPROVAL

Approved by: Steven Flanagan

Date: 12 Sep 2016

Signature:



Digitally signed by Steven Flanagan
 DN: cn=Steven Flanagan, o=Babcock Mission Critical Services
 Australasia Pty Ltd, ou=Chief Aircrewman,
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 Date: 2016.09.12 09:56:16 +10'00'



ANNEX A

AMBULANCE VICTORIA

AIRCREWMAN FITNESS TEST PROFORMA

NAME:

DATE:

START TIME:.....

FINISH TIME.....

ACTIVITY	TIME	COMPETANT/ NOT YET COMPETANT	COMMENTS
2.0km pack walk with 15kg backpack. <i>(in less than 20mins)</i>			
Push Ups x 20 <i>(non-stop in under 2 min)</i>			
Abdo Brace for 2mins			

**Complete full test in less than 40 minutes.*

CANDIDATES SIGNATURE:.....

Babcock SUPERVISOR

NAME:

SIGNATURE:

IN THE FAIR WORK COMMISSION

Matter No.: AM2016/3
Title of Matter: Four yearly review of modern awards –
Proposed Helicopter Aircrew Award

ANNEXURE SJF-2
TO THE STATEMENT OF STEVEN JOHN FLANAGAN DATED 6 DECEMBER 2017

	LOCAL STAFF INSTRUCTION (LSI)	FORM NO:	MCO-FM-001
		PAGE:	1

LSI No: 001/2017
 To: Company ACO/RCO
 From: Chief Aircrewman

Issue Date: 19 Jan 2017
 Review Date: 19 Jul 2017
 Replaces: N/A

Subject: Babcock Aircrewman/Rescue Crewman Fitness Test

The following will take effect as of 1st June 2017 allowing crews the ability to work up to the standard required.

The body of this LSI is to be incorporated into the next amendment of Base Operating procedures.

Aircrewman / Rescue crewman Fitness Test

Introduction

The need for all aircrew to maintain a measurable standard of health is well recognised, but in particular, demands placed upon Aircrewman/Rescue crewman necessitates an additional level of fitness. Rescue tasks can occur at any given time requiring elements of endurance, flexibility and strength. As such, the aim of the fitness testing is to evaluate these physical qualities.

Note:

The requirement for a fitness standard is contract dependant and will be reviewed periodically.

Duration:

The fitness test remains in force for a period of 6 months from the last day of the month in which the test was issued or renewed.

The Aircrewman fitness test is to be completed within 40 minutes, with the dual role/RCO test to be completed within two hours.

Medical Evaluation:

Prior to the initial fitness test being undertaken a current CASA aircrew medical is to be presented to the assessor prior to the individual undertaking the test.

Should an individual not be able to undertake a recurrent fitness test for whatever reason the circumstances are to be brought to the attention of the individual's immediate supervisor prior to the assessment date. The Head of Flying Operations (HOFO) through the Chief Aircrewman is to be notified of the situation for further action.

Extension:

The Head of Flying Operations or Chief Aircrewman may grant an extension of up to 28 days followed by a further 14 days if either a medical evaluation or mandatory fitness test assessment is not met. Failure of an additional medical evaluation / fitness test assessment beyond this point will necessitate further action by HOFO.

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Retesting Following a Period of Absence:

The Head of Flying Operations may require that an individual undertake a fitness test on return to work following a period of absence due injury or illness regardless of the current fitness test expiry date.

Testing:

The fitness test must be supervised by one of the following:

1. Check & Training Crewman
2. Senior Crewman
3. Base Manager; or
4. An appointed company delegate

Upon completion, irrespective of the result, the supervisor is to complete the Crewman Fitness Test Proforma at ANNEX A and attach it to the Air Maestro recency item.

Compliance:

Supervisors are to ensure that the individual is prepared for the test by ensuring that he has read and understood the instructions contained in this section before the commencement of the activity.

Initial Employment:

Where an individual's contract requires a fitness test then that individual must satisfactorily complete the fitness test prior to being offered employment with Babcock, or for existing employees prior to being offered internal transfer.

Failure:

The failure of any individual task within a testing component will be a failure of the fitness test. Where an individual fails to meet the necessary standard as laid down in this section then the individual is to be informed that they have failed the test. This information will be annotated on the individual's Fitness Test Proforma and forwarded to both the HOFO and the Chief Aircrewman for further action.

Retesting Post Failure:

If an individual has failed the test they are to be retested in 14 days. The entire test will be required to be completed in full. With the result annotated on the Fitness test Proforma and sent to both the Chief Aircrewman and HOFO.

The Fitness Test:

The individual requires one week's notification in advance as to when the test will be undertaken.

EQUIPMENT CARRY:

The objective of the equipment carry test is to assess the strength endurance of the individual by simulating load carrying conditions likely encountered as part of their roles.

Equipment Required:

1. A level hard surface or treadmill (set at zero elevation)
2. A measured 2km distance
3. Appropriate walking attire
4. Back pack or vest weighted with 15kg
5. Stopwatch.

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Requirement:

2km in less than 20mins carrying 15kg

Failure:

1. Being unable to complete the task in the laid down time.
2. Being unable to complete the task.

PUSH UP TEST:

The objective of the push up test is to assess the strength endurance of the individual's upper body muscles. Continuous push-ups are required with no more than a 4sec pause between repetitions.

How to conduct the test:

1. The participant lies on the ground, places their hands by the shoulders and straightens the arms - see Figure 1 (start position)
2. The participant lowers the body until the elbows reach 90° (see Figure 2) and then extends the arms to return to the start position
3. The participant continues this press-up action, with no rest, until they are unable to continue



Equipment Required:

A suitable clear flat surface.

Requirement:

The Requirement to pass this assessment is 20 continuous Push Ups in under 2mins.

Failure:

1. Being unable to complete the task in the laid down time.
2. Being unable to complete the task.

ABDOMINAL BRACE:

Abdominal bracing is important to “set” the lumbar spine in a neutral range. This provides a sufficient stability so the spine can remain stable during various tasks. Incorporating a conscious abdominal brace (AB) into exercises can help “groove” stability patterns into activities of daily living, work demands, and recreational or sports activities.

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	LOCAL STAFF INSTRUCTION (LSI)	FORM NO: MCO-FM-001
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How to conduct the test:

1. Lay face down on a mat resting on the forearms, palms flat on the floor.
2. Push off the floor, raising up onto toes and resting on the elbows.
3. Place forearms on the floor and press up into a flat-back position on the toes, keeping the hips down so that the body is in a straight line from head to heels.

Equipment Required:

A suitable clear flat surface.

Requirement:

The Required time to pass this assessment is hold for 2 min.



Failure:

1. Being unable to complete the task in the laid down time.
2. Being unable to complete the task.

Hang Test:

The flexed-arm hang test measures upper body strength and endurance by timing how long the participant can hang with the chin above the bar.

How to conduct the test:

1. Grasp the overhead bar.
2. The grip required for the test is the overhand grip (palms facing away from body).
3. Position the body with the arms flexed and the chin clearing the bar.
4. The chest should be held close to bar with legs hanging straight.
5. The participant should be capable of getting themselves into this position.
6. The subject holds this position for as long as possible.
7. Only one trial is required.

Equipment Required:

1. It requires a chin up bar or equivalent able to support the required weight of the individual.

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Requirement:

The Required time to pass this assessment is 8 seconds

Failure:

1. Being unable to complete the task in the laid down time.
2. Being unable to complete the task.

WATER COMPONENT RCO ONLY

Swim:

How to conduct the test:

The subject will be required to swim non-stop for the distance required for the individual's role specific requirements.

Equipment required:

1. 50m Pool
2. Appropriate swimming attire
3. Fins - RCO kit
4. Stopwatch

Requirement:

1. 700m nonstop in less than 16 minutes – Goggles, swimming trunks - Nil fins
2. 300m fining on your back nonstop in less than 10 minutes in full RCO wet kit less harness and vest.
3. 100m Survivor tow nonstop in full RCO wet kit less harness and vest
4. Tread water in full RCO wet kit less harness and vest

Failure:

1. Being unable to complete the task in the laid down time.
2. Using the pool edge or bottom to rest.

APPROVAL

Approved by: Steven Flanagan

Date: 19 Jan 2017

Signature:

Steven Flanagan

Digitally signed by Steven Flanagan
 DN: cn=Steven Flanagan, o=Babcock Mission Critical
 Services Australasia Pty Ltd, ou=Chief Aircrewman,
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 Date: 2017.01.19 12:20:34 +10'00'

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IN THE FAIR WORK COMMISSION

Matter No.: AM2016/3
Title of Matter: Four yearly review of modern awards –
Proposed Helicopter Aircrew Award

ANNEXURE SJF-3
TO THE STATEMENT OF STEVEN JOHN FLANAGAN DATED 6 DECEMBER 2017

Name: Date:

Start Time: Finish Time:

ACO/RCO Land Component

Activity	Time	Competent/Not Yet Competent	Comment
2.0km pack walk with 15kg backpack/vest <i>(in less than 20 mins)</i>			
Push Ups x 20 <i>(non-stop in under 2 mins)</i>			
Abdo Brace <i>(non-stop 2 mins)</i>			

RCO Component continued

Activity	Time	Competent/Not Yet Competent	Comment
Hang Test <i>(To be completed overhand grip for 8 seconds)</i>			
700 metre swim <i>(non-stop in under 16 mins)</i>			
300 metre fin swim <i>(non-stop in under 10 mins)</i>			
100 metre survivor tow <i>(non-stop)</i>			
Tread water <i>(10 min non-stop)</i>			

**Complete full test in less than 2 hours.*

Candidate's Signature:

Babcock Supervisor:

Name: Signature: