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Sent: Tuesday, 10 July 2018 4:58 PM
To: Chambers - Hamilton DP
Cc: Chambers - Hatcher VP; AMOD; michael.nguyen@amwu.org.au
Subject: AM2016/3 - Proposed Helicopter Aircrew Award - Babcock Mission Critical Services Australasia Pty Ltd - Two Statements replacing an earlier statement

Dear Associate

On 6 December 2017, we filed on behalf of Babcock Mission Critical Services Australasia Pty Ltd various material including a statement of Nigel Thomas Edwards dated 6 December 2017.

Mr Edwards is no longer an employee of our client. In the circumstances, our client has requested that the material which our client will be relying upon in Mr Edwards' statement be covered by current employees of the company.

Because of this we file:

- A Statement of Lauren Adams dated 10 July 2018; and
- A Statement of Martin Mason dated 10 July 2018.

Both statements are brief. Also both statements do not cover or introduce anything new to that covered by Mr Edwards in his statement of 6 December 2017.

On the basis of the two statements of Ms Adams and Mr Mason being filed and relied upon, I confirm that the company will not be seeking to rely on the statement of Mr Edwards filed on 6 December 2017.

I confirm that we have copied the AMWU into this correspondence. I also spoke to Mr Nguyen about this earlier this afternoon.

Kind regards

Vince Rogers

Partner

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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

STATEMENT OF LAUREN MICHELLE ADAMS

On 10 July 2018, I, Lauren Michelle Adams, of Level 10, 70 Franklin St, Adelaide SA 5000, Managing Director – Aviation Onshore, say as follows:

Background

1. I am employed by Babcock Mission Critical Services Australasia Pty Ltd (**BMCSA**) in the capacity of Managing Director – Aviation Onshore.
2. I have held that position since 15 February 2018.
3. Prior to that I was in the position of Director of Commercial – Aviation Onshore and Aviation Offshore.
4. In my role as Managing Director – Aviation Onshore for BMCSA I have responsibility to ensure that each department functions efficiently, economically and in a manner that promotes the safety of all operations to serve BMSCA's commercial contracts.
5. My role includes overall responsibility for ensuring that appropriate industrial instruments are in place and complied with by the company.

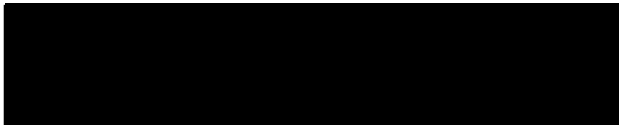
BMCSA Aircrew enterprise agreements

6. The current enterprise agreement that applies to BMCSA aircrew is the *Babcock Mission Critical Services Australia Aircrew Enterprise Agreement 2016*, agreement number AE422489 (**2016 EA**). I was a negotiator as part of a BMCSA negotiating team for that agreement. A copy of the 2016 EA is annexed to the statement of Martin George Mason and marked MM-1.
7. The previous enterprise agreement was the *Australian Helicopters Aircrew Enterprise Agreement 2013*, agreement number AE400553 (**2013 EA**).

Income protection insurance

8. Clause 16 of the 2016 EA provides an Income protection insurance for Aircrew.
9. The 2013 EA did not include Income protection insurance.

10. 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.
11. 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.
12. Prior to the 2016 EA, aircrew at BMCSA (and Australian Helicopters as it was previously known) had no enforceable entitlement to income protection insurance paid for by the employer.
13. The contents of this statement are true and correct to the best of my knowledge and belief.



Lauren Michelle Adams

10/07/2018
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 MARTIN GEORGE MASON

On 10 July 2018, I, Martin George Mason, of [REDACTED],
Head of Operations, say as follows:

Background

1. I am employed by Babcock Mission Critical Services Australasia Pty Ltd (**BMCSA**) in the capacity of Head of Operations.
2. I have held that position or substantially similar position since April 2012.
3. In my role as Head of Operations for BMCSA I have responsibility for overseeing / managing / supporting all bases with rosters, planning, system and process on delivering contractual requirements and safe operations.

BMCSA Aircrew enterprise agreements

4. The current enterprise agreement that applies to BMCSA aircrew is the *Babcock Mission Critical Services Australia Aircrew Enterprise Agreement 2016*, agreement number AE422489 (**2016 EA**). Annexed to this statement and marked "**MM-1**" is a true copy of the 2016 EA.

Hours of work and touring schedule

5. Hours of work are explained in the 2016 EA at clause 20.
6. 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.
7. Most touring employees at BMCSA work exclusively as touring employees all year round.
8. Some fixed base employees might do a tour away if required, but do not tour away all year as their normal routine.
9. All tours (except by negotiation) are on the ratio of 15 days away and 13 days off.

Lodged on behalf of:

Address for Service:

Ashurst Australia

Level 38, 123 Eagle Street
Brisbane QLD 4000

Babcock Mission Critical Services Australasia Pty
Ltd (BMCSA)

Tel: (07) 3259 7285 / (07) 3259 7030

Fax: (07) 3259 7111

Email: vince.rogers@ashurst.com /

andrew.wydanski@ashurst.com

Ref: VR ANWY 07 3004 1793

10. This system of operation for touring employees has been in place for as long as I can remember.
11. The standard touring schedule of days on and off at BMCSA is arranged for aircrew to be the same as that of pilots because the pilots and aircrew operate alongside each other working on the same commercial contracts that BMCSA has in place.

Annual leave

12. Annual leave for aircrew is provided in the 2016 EA at clause 21.
13. The system of calculating annual leave for a tourer is explained at clause 21.5. It is the same system which applies for pilots.
14. The *Australian Helicopters Pilots Enterprise Agreement 2016*, agreement number AE419572, expresses the annual leave system in identical terms at clause 23.6.
15. The system of accounting for annual leave of aircrew and pilots has been the same at BMCSA since I started working for the company in April 2012
16. At BMCSA I have never required knowledge of awards for pilots or aircrew because there has always been an enterprise agreement in place at BMCSA for those groups. I have only been concerned with the enterprise agreement conditions.

Equipment

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



Martin George Mason

10 Sept. 2018

Date

IN THE FAIR WORK COMMISSION

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

**ANNEXURE MM-1
TO THE STATEMENT OF MARTIN GEORGE MASON DATED 10 JULY 2018**



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 arrangements
- the 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. polices 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).
- (b) The Company may direct an employee to take excess annual leave by providing at least one month's notice to the employee in writing, provided that:
 - (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 B – 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 |
| <i>Total maximum service credit</i> | 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 | 92,628 |
| 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 | 59,384 |
| 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 | \$8,196 | \$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 |
|--|---|---|
| \$1,600 | \$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 an 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:

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

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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 | 88 | 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) x 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.