



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Cobham SAR Services Pty Ltd T/A Cobham Aviation Services
(AG2022/3301)

COBHAM SAR SERVICES PILOT AND AIRCREW ENTERPRISE AGREEMENT 2020 - 2023

Airline operations

COMMISSIONER PLATT

ADELAIDE, 25 AUGUST 2022

Application for approval of the Cobham SAR Services Pilot and Aircrew Enterprise Agreement 2020 – 2023

[1] An application has been made for approval of an enterprise agreement known as the *Cobham SAR Services Pilot and Aircrew Enterprise Agreement 2020 – 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Cobham SAR Services Pty Ltd T/A Cobham Aviation Services (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 12 August 2022.

[3] On 17 August 2022, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] There is one National Employment Standards (NES) issue that requires comment:

- Clause 3.8.2 of the Agreement provides that if an employee fails to give the required notice, the employer has the right to withhold monies due to the employee equal to the ordinary time rate of pay for the period of notice not given. This may pose NES concerns if the employer withholds from any NES entitlements owed to the employee, such as accrued annual leave.

[5] Clause 1.4.2 of the Agreement acts as an effective NES precedence clause, in that it states that in the event of an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency. As a result of the NES precedence clause, clause 3.8.2 will not apply to the extent that it is inconsistent with the NES.

[6] The Applicant has submitted an undertaking in the required form dated 23 August 2022. The undertaking deals with the following topics:

- The definition of a shift worker will be for the purposes of the NES and is an employee who works ordinary hours over 7 days of the week and is regularly rostered to work on Sundays and public holidays.
- Shiftworkers are entitled to the same quantum of leave described in clause 7.1.1 of the Agreement.
- Casual pilots will be paid at the rate of 1/800th of the annual salary prescribed for the classification of work performed (including additions to salary) for the actual time spent flying where that rate exceeds the amount otherwise payable under clause 3.3.4.
- Casual pilots will be provided insurance under clause 4.17.2 of the Agreement.
- In respect of the better off overall issue relating to part-time employees employed as aircrew, the Applicant has provided a system consistent with that in *Shop, Distributive and Allied Association v Beechworth Bakery Employee Co Pty Ltd T/A Beechworth Bakery*.ⁱ

[7] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. Whilst the Australian Federation of Air Pilots (AFAP) sought clarification on the effect of a portion of the undertaking, they did not oppose the approval of the Agreement on that basis.

[8] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[9] The AFAP and the Transport Workers' Union (TWU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[10] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[11] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 1 January 2024.



COMMISSIONER

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ⁱ [2017] FWCFB 166

COBHAM SAR SERVICES PTY LTD (ACN 082 387 835)

COBHAM SAR SERVICES AIRCREW

Enterprise Agreement 2020 - 2023

PART 1 APPLICATION AND OPERATION

1.1 APPLICATION OF THIS AGREEMENT AND PARTIES BOUND

This Agreement is the Cobham SAR Services Pilot and Aircrew Enterprise Agreement 2020 – 2023 ("**Agreement**").

This Agreement applies to:

- 1.1.1 Cobham SAR Services Pty Ltd (ACN 082 387 835) ("**Employer**" or "**Company**"); and
- 1.1.2 Employees engaged as aircrew in any of the classifications described in this Agreement; and
- 1.1.3 Subject to an application pursuant to s.183 of the Act, the Australian Federation of Air Pilots and the Transport Workers Union of Australia ("the **Unions**"),
herein after referred to as "the **Parties**".

1.2 DEFINITIONS

In this Agreement:

- 1.2.1 "**Act**" means the *Fair Work Act 2009* (or its successor) as amended from time to time.
- 1.2.2 "**ABF**" means Australian Border Force
- 1.2.3 "**Additions to Salary**" means a salary related allowance as set out in clause 4.4. of this Agreement that is paid in addition to the Employee's Salary, which is regarded as salary for all purposes as if part of salary.
- 1.2.4 "**AFAP**" means the Australian Federation of Air Pilots.
- 1.2.5 "**Aircrew**" means a person charged with duties essential to the mission operation of an aircraft in flight and includes both Pilot(s) and Observer(s) qualified to carry out search, surveillance, supply drop, cabin safety and passenger duties as required.
- 1.2.6 "**Aircraft Mission Coordinator**" means the senior Observer position on the aircraft and has primary responsibility for the operation of mission systems. The role/classification has overall responsibility for the achievement of the mission objectives and oversees the Observer roles.
- 1.2.7 "**AOC Holder**" means Surveillance Australia Pty. Ltd.
- 1.2.8 "**ASIC**" means Aviation Security Identification Card.
- 1.2.9 "**Award**" means the *Air Pilots Award 2020* with respect to Pilots covered by this Agreement and the *Miscellaneous Award 2020* with respect to Observers covered by this Agreement.

- 1.2.10 "**Base**" means the operational location at which the aircrew member is located in accordance with Employer requirements.
- 1.2.11 "**Base Standby**" means the rostered period of duty where employees are required to attend the base.
- 1.2.12 "**Calendar Day**" means the time between midnight on one day and midnight the following day (i.e., 0001-2359 hours local time).
- 1.2.13 "**Callout**" has two meanings. A 'callout' can mean a monetary allowance as per the terms of this Agreement OR an Employee may also be 'called out' when on a standby period as per the terms of this Agreement. The terms are in common use and are interpreted when used in context.
- 1.2.14 "**CAO**" means Civil Aviation Order.
- 1.2.15 "**Captain**" means a Pilot in command of an aircraft who is currently licensed by the CASA.
- 1.2.16 "**CAR**" means Civil Aviation Regulation.
- 1.2.17 "**CASA**" means the Civil Aviation Safety Authority or any other organisation or organisations that subsequently take over their responsibilities.
- 1.2.18 "**Checked to the Line**" means that the Employee has been successfully assessed as being competent/qualified to conduct line operations as operating aircrew in a classification described in Schedule 1 and on an aircraft type following ground school and line training after commencement of employment
- 1.2.19 "**Check Pilot**" means a pilot appointed both as a Training Pilot and as a Check/Assessment Pilot.
- 1.2.20 "**Client**" means an organisation to which the Employer is contracted to deliver services.
- 1.2.21 "**Confidential Information**" means information relating to the Employer's business or operational interests that are not in the public domain such as Employer methodology and affairs, financial information and anything else notified to Employees as being confidential.
- 1.2.22 "**Continuous Service**" has the same meaning as the Act and includes any agreed absence from work. A period of agreed unpaid leave does not break an Employee's continuous service but does not count towards an Employee's service.
- 1.2.23 "**CPI**" means the March All Groups Weighted Average of the Eight Capital Cities —Consumer Price Index from the corresponding quarter of the previous year (the preceding 12 month period) as determined by the Australian Bureau of Statistics.
- 1.2.24 "**DAME**" means a Designated Aviation Medical Examiner in accordance with CASA requirements.
- 1.2.25 "**Day's Pay**" means 1/365th of the amount made up of Salary plus Additions to Salary as prescribed at Schedule 1 of this Agreement.
- 1.2.26 "**Day Off**" means a continuous period of hours (not including any standby period) nominally commencing no later than 0001 local time on the day off and finishing no earlier than 2400 local time on the same day.
- 1.2.27 "**Dependant(s)**" means the Employee's spouse/de-facto, partner and/or children permanently residing with them.
- 1.2.28 "**Deadhead**" means all travel performed at the direction of the Employer not associated with the actual operation of an aircraft but required for the purpose of positioning for a tour of duty or returning to home base or base of temporary transfer after a tour of duty. Such travel will be counted as duty in accordance with the FMS.
- 1.2.29 "**Deployment**" means where an aircraft terminates and/or aircrew complete their rostered duty at a location other than their home base. Deployment related allowances commence from arrival at the destination and cease upon return to home base.
- 1.2.30 "**Drop Master**" means an Observer that is part of the rostered aircrew for a scheduled flight who has undergone the required training and achieved competency to operate the mission systems on an aircraft so equipped and tasked, and who operates these systems under the

direction of the Aircraft Mission Coordinator as required. This position is also qualified to conduct and supervise dropping activities from the aircraft.

- 1.2.31 "**Duty**" means duty as defined in the Fatigue Management System (FMS).
- 1.2.32 "**Employee**" means an Employee of the Employer engaged as Aircrew within the Pilot or Observer classifications streams and includes a Senior Base Pilot or Senior Base Observer but does not include any person who is appointed permanently to the role of a Base Manager.
- 1.2.33 "**Endorsement**" and "**Type Rating**" means the date upon which the Pilot is CASA approved (Type Rated) to operate a specific aircraft type as a Pilot by an approved training authority.
- 1.2.34 "**Fatigue Management System**" and "**FMS**" means the AOC Holder's system that applies to the Employer for managing fatigue, in accordance either with an exemption to CAO 48.0, or with CAO 48.1 (2013), or subsequent, approved by CASA and published in the AOC Holder's Operations Manual.
- 1.2.35 "**First Officer**" means a Pilot licensed by CASA to act as a second or third in command of an aircraft requiring two or more Pilots.
- 1.2.36 "**Flight Time**" means for aircrew flight duty purposes the elapsed time between the time an aircraft moves under its own power at the commencement of a flight until the time at which it comes to rest at the conclusion of a flight.
- 1.2.37 "**FWC**" means Fair Work Commission or any successor thereof.
- 1.2.38 "**Ground Instructor**" means an Employee appointed to conduct ground training.
- 1.2.39 "**Generic Standby**" is a period during which the Employee remains available to commence a duty or home standby should they be called upon by the Employer, whereby the period of standby is rostered and the Employee is contactable and ready to commence duty at their base.
- 1.2.40 "**Home Base**" means the Base of appointment as identified in an Employee's Letter of Offer or subsequent letter of transfer.
- 1.2.41 "**Home Standby**" is a type of Standby that is undertaken at the Employee's own accommodation or at Company provided accommodation.
- 1.2.42 "**IFA**" means an Individual Flexibility Agreement.
- 1.2.43 "**Immediate Family**" has the same meaning as it has in the Act and includes the Employee's spouse (or de facto spouse), and a parent, sibling, child, grandparent or grandchild of the Employee or the Employee's spouse.
- 1.2.44 "**International Destinations**" means any country other than Australia and Australian Territories.
- 1.2.45 "**Low Flying Hours Pilot**" means a qualified Pilot who does not meet standard Employer entry requirements and who, in the opinion of the Chief Pilot, requires training over and above that normally deemed sufficient for a more experienced Pilot recruited in line with standard Employer entry requirements.
- 1.2.46 "**NES**" means National Employment Standards as provided for in the Act.
- 1.2.47 "**Night Standby**" is a period of Home Standby undertaken between the hours of 1900 and 0700 local time.
- 1.2.48 "**Observer**" means an Employee who is qualified to operate mission systems and carries out search, surveillance, supply drop, cabin safety and passenger duties as required.
- 1.2.49 "**OM**" or "**Operations Manual**" means the AOC Holder's Operations Manual approved, as required, by CASA.
- 1.2.50 "**Overseas Port**" means a destination not on mainland Australia, which requires customs, quarantine and immigration clearance upon arrival.
- 1.2.51 "**Permanent Transfer**" means the acceptance by an Employee of an offer, or at the request of an Employee, to transfer from one Home Base to another on a permanent basis.

- 1.2.52 "**Policy**", "**Practice**" or "**Procedure**" means all documented instructions authorised and issued by the Employer (or on the Employer's behalf) from time to time.
- 1.2.53 "**Proficiency Check**" means any line check, base check, simulator RSC, Refresher Training, or aircrew proficiency assessment of the Employee's performance in the Employee's appointed classification after initial check to line.
- 1.2.54 "**Roster**" means a scheduled arrangement of workdays, non-workdays and start times for a specified period.
- 1.2.55 "**Roster Cycle**" a period of 10 consecutive calendar days stating an employee's rostered start and finish times on each day, CAO days and RDOs/LDOs
- 1.2.56 "**Sacrificed Amount**" means the portion of the Employee's before tax remuneration that has been identified for Salary Sacrifice purposes.
- 1.2.57 "**Salary**" means the Employee's salary as prescribed in Schedule 1.
- 1.2.58 "**SAR**" means a designated search and rescue activity.
- 1.2.59 "**Security Clearance**" means an approved Australian Government Security Clearance, howsoever described.
- 1.2.60 "**Senior Base**" is the term given to an Employee who carries out administrative and supervisory duties in addition to their substantive classification duties.
- 1.2.61 "**Standby**" is the general terms to describe an Employee who is on call and contactable. There are different types of standby defined in this Agreement, including base standby, night standby, home standby and generic standby. Other than base standby, standby is not considered to be duty nor is it considered time free of duty.
- 1.2.62 "**Supervisory Pilot**" means a Pilot appointed to conduct flight supervisory duties.
- 1.2.63 "**Suitable Accommodation**" means self-contained accommodation with kitchen or kitchenette, separate living area, ensuite/bathroom, heating/air conditioning and laundry facilities.
- 1.2.64 "**Surveillance**" means a flight activity declared by the Client for the purpose of locating, identifying and monitoring activity in a determined area.
- 1.2.65 "**Tasking**" is a direction from the Employer's operations department or the client's dispatch/control centre for an employee/crew to commence an operation at a given time for a given purpose.
- 1.2.66 "**Temporary Transfer**" means where an Employee is transferred, which is not in relation to a deployment, to a location for the purpose of being temporarily utilised at that location.
- 1.2.67 "**Trainee**" means an Employee under training but not yet qualified to operate in their appointed classification and who is paid a training salary in accordance with Schedule 1.
- 1.2.68 "**Training**" means all ground school, technical, simulator and flight training required to train an Employee as aircrew. Also includes initial and refresher Company related policy and procedure training.
- 1.2.69 "**Training and Assessment**" is the term given to an Employee who is qualified and approved to conduct training and/or competency-based assessment in accordance with the Employer's Operation Manuals.
- 1.2.70 "**Training Observer**" means an Observer appointed to conduct flight and ground training duties.
- 1.2.71 "**Training Pilot**" means a Pilot appointed to conduct aircraft training, flight and ground training duties.
- 1.2.72 "**TWU**" means the Transport Workers Union of Australia.
- 1.2.73 "**Type Rating**" means the same as "Endorsement".
- 1.2.74 "**Variable Allowances**" means a designated payment made per incident in respect to an event that warrants the payment.

1.2.75 **"Visual Observer"** means an Observer that is part of the rostered aircrew for a scheduled flight and is predominantly responsible for visual search activities and supply drop operations during flight.

1.2.76 **"Week's Pay"** means 1/52 of the Salary plus Additions to Salary as prescribed at Schedule 1 of this Agreement.

1.3 COMMENCEMENT OF AGREEMENT AND PERIOD OF OPERATION

1.3.1 This Agreement will come into operation seven days from the approval of the Agreement by the Fair Work Commission in accordance with the Act ("**Commencement Date**"). This Agreement has a nominal expiry date of 1 January 2024 ("**NED**").

1.3.2 The Parties will commence negotiations for a replacement Agreement not less than 90 days prior to the NED.

1.3.3 After the NED, the Agreement will remain in force until terminated or replaced by a new Agreement in accordance with the Act.

1.4 RELATIONSHIP TO OTHER INDUSTRIAL AWARDS AND AGREEMENTS

1.4.1 The Agreement shall apply to the exclusion of the Awards unless, and where, expressly provided for in this Agreement.

1.4.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and a term of the NES, and the NES term provides a greater benefit to the employee, the NES term will apply to the extent of the inconsistency.

1.4.3 Company policies, practices and procedures do not form part of this Agreement. In the event of an inconsistency, between Company policies, practices and procedures and this Agreement, the provisions in the Agreement will prevail.

1.5 NO EXTRA CLAIMS

Unless otherwise agreed by the parties, or as provided for in this Agreement, the parties will not pursue any extra claims for the life of this Agreement.

1.6 SCOPE OF POSITIONS AND EMPLOYMENT

Employees in classifications described in this Agreement are primarily employed to provide the Employer the ability to offer contracted services to clients in the field of aerial search, surveillance and supply/equipment drop, including tasks or operations incidental to these activities.

1.7 INDIVIDUAL FLEXIBILITY AGREEMENTS

1.7.1 The Employer and an Employee covered by this Agreement may agree to make an IFA to vary the effect of terms of the Agreement if:

1.7.1.1 the IFA deals with one or more of the following matters:

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

1.7.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 1.7.1.1; and

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- 1.7.1.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 1.7.2 The Employer must ensure that the terms of the IFA:
 - 1.7.2.1 is in writing; and
 - 1.7.2.2 includes the name of the Employer and Employee; and
 - 1.7.2.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 1.7.2.4 includes details of:
 - (a) the terms of the IFA that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) states the day on which the arrangement commences.
- 1.7.3 The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.
- 1.7.4 The Employer or Employee may terminate the IFA:
 - 1.7.4.1 giving no more than 28 days' written notice to the other party to the arrangement; or
 - 1.7.4.2 if the Employer and Employee agree in writing — at any time.

1.8 FLEXIBLE WORKING ARRANGEMENTS

- 1.8.1 An Employee may request a change in working arrangements as follows.
 - 1.8.1.1 Clause 1.8 herein applies where an Employee has made a request for a change in working arrangements under s.65 of the Act.
 - 1.8.1.2 Section 65 of the Act provides that certain Employees may request a change in their working arrangements because of their circumstances, as set out in s.65 (1A).
 - 1.8.1.3 The Employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65 (5) and (5A) of the Act).
- 1.8.2 Responding to the request
 - 1.8.2.1 Before responding to a request made under s.65 of the Act, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
 - (a) the needs of the Employee arising from their circumstances; and
 - (b) the consequences for the Employee if changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.
 - (d) The Employer must give the employee a written response to an Employee's s.65 request within 21 days, stating whether the Employer grants or refuses the request (s.65(4) of the Act).
 - (e) If the Employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6) of the Act).
- 1.8.3 What the written response must include if the Employer refuses the request.

- 1.8.3.1 Clause 1.8.3 applies if the Employer refuses the request and has not reached an agreement with the employee under clause 1.8.2.
- 1.8.3.2 The written response under s.65(4) of the Act must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- 1.8.3.3 If the Employer and Employee could not agree on a change in working arrangements under clause 1.8.2, the written response under s.65(4) of the Act must:
 - (a) state whether there are any changes in working arrangements that the Employer can offer the Employee to better accommodate the Employee's circumstances; and
 - (b) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.
- 1.8.4 What the written response must include if a different change in working arrangements is agreed.
 - 1.8.4.1 If the Employer and the Employee reached an agreement under clause 1.8.2 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.
- 1.8.5 Dispute resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by clause 1.8, can be dealt with under clause 2.3, Dispute Resolution.

1.9 WORKPLACE HEALTH AND SAFETY

The Employer recognises its obligations to comply with relevant state and federal workplace safety law, including to recognise under those laws Employees (and the rights that they have) who act in a representative capacity.

PART 2 CONSULTATION & DISPUTE RESOLUTION

2.1 WORKPLACE CONSULTATIVE COMMITTEE

The Employer will support a Workplace Consultative Group (WCG).

- 2.1.1 The WCG is the general consultative interface between management and Employees for workplace issues that are not about the application or interpretation of the terms of this Agreement.
- 2.1.2 Where a matter arises that concerns an issue going to the correct application or interpretation of the Agreement, it shall be referred to the Dispute Resolution Procedure at the step outlined in sub clause 2.3.
- 2.1.3 The WCG will consist of three members of the Employer and at least one pilot and one observer from each base. Employees will nominate or, if necessary, elect base representatives and advise management of the nominated representatives or elected representatives.
- 2.1.4 The WCG shall be the mechanism to facilitate general communication and consultation with Employees but will not replace the obligations pursuant to clause 2.2 although matters arising under clause 2.2 may be referred by agreement of the Parties to the WCG for ongoing consideration and/or consultation.
- 2.1.5 The WCG will meet quarterly and meetings will be conducted utilising the most practical and cost-effective approach but will not cause interference or detriment to the service provided to the client.

2.2 CONSULTATION

2.2.1 This term applies if the Employer:

2.2.1.1 has made a formal proposal 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

2.2.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

2.2.2 Major Change

For a major change referred to in paragraph 2.2.1.1:

2.2.2.1 the Employer must notify the relevant Employees of the decision to introduce the major change; and

2.2.2.2 subclauses 2.2.3 to (2.2.9) apply.

2.2.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

2.2.4 If:

2.2.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

2.2.4.2 the Employee or Employees advise the Employer of the identity of the representative.

the Employer must recognise the representative.

2.2.5 As soon as practicable after making its decision, the Employer must:

2.2.5.1 discuss with the relevant Employees and the Unions (or other nominated representatives)

(a) the introduction of the change; and

(b) the effect the change is likely to have on the Employees; and

(c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

2.2.5.2 for the purposes of the discussion — provide, in writing, to the relevant Employees and the Unions (or other nominated representatives):

(a) all relevant information about the change including the nature of the change proposed; and

(b) information about the expected effects of the change on the Employees; and

(c) any other matters likely to affect the Employees.

2.2.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees and/or Unions (or other nominated representatives).

2.2.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and/or Unions (or other nominated representatives). As soon as it has fully considered those matters it will advise the relevant Employees and/or Unions (or nominated representatives) in writing and explain the effects.

2.2.8 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 Employer, the requirements set out in paragraph 2.2.2.1 and subclauses 2.2.3 and 2.2.5 are taken not to apply.

2.2.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:

- 2.2.9.1 the termination of the employment of Employees; or
 - 2.2.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - 2.2.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 2.2.9.4 the alteration of hours of work; or
 - 2.2.9.5 the need to retrain Employees; or
 - 2.2.9.6 the need to relocate Employees to another workplace; or
 - 2.2.9.7 the restructuring of jobs
 - 2.2.9.8 changes to the legal structure of the Company that may result in one of the effects set out in sub clauses 2.2.9.1 to 2.2.9.7.
- 2.2.10 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.2.11 In this clause relevant Employees means the Employees who may be affected by a change referred to in sub-clause 2.2.1
- 2.2.12 The Employer must act in good faith in relation to the consultation process provided in this clause. "Good faith" includes obligations to meet, disclose relevant information, genuinely consider proposals and respond to these with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- 2.2.13 Any dispute arising under this clause shall be referred to the Dispute Resolution Clause 2.3.

2.2.14 Change to regular roster or ordinary hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work or proposes to change the FMS in a way that will change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee affected and their representatives, if any, about the proposed change. The Employer must:

- 2.2.14.1 provide to the Employee affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
- 2.2.14.2 invite the Employee affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- 2.2.14.3 consider any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- 2.2.14.4 These provisions are to be read in conjunction with other provisions of the Agreement concerning the scheduling of work and notice requirements.

2.3 DISPUTE RESOLUTION PROCESS

- 2.3.1 If a dispute arises in relation to this Agreement or the NES the parties will observe the procedures set out below.
- 2.3.2 Further to subclause 2.3.1, a dispute initiated under clause 2.3 of the (current) Enterprise Agreement 2015 ("the predecessor Agreement"), which has not been resolved or determined at the time of the approval of this Agreement in accordance with s 54 of the Act, shall also be preserved and resolved in accordance with this Agreement (unless the dispute has been withdrawn) as if initiated under this Agreement.

For the avoidance of doubt, the progress of a dispute through clause 2.3 (the dispute resolution process) of the predecessor Agreement shall, for the purposes of this Agreement, be deemed to have been progressed to the equivalent step or stage under this Agreement and the Fair Work Commission is empowered by this clause to resolve a dispute arising under the predecessor Agreement.

- 2.3.3 A Party covered by this Agreement may initiate a dispute at any time.
- 2.3.4 An Employee or Employees (herein referred to as "Employees") to a dispute may be represented at any stage by the Union (or other nominated representative). Where the Employee is/are represented, their representative shall be provided access to the Employees so that relevant information and instructions can be provided.
- 2.3.5 Where a Party initiates a dispute on behalf of Employees, the Employees shall be entitled to anonymity should they so request.
- 2.3.6 During the Dispute Resolution Procedure ("DRP") below, work shall continue normally, unless a Party has a reasonable concern about an imminent health or safety risk.
- 2.3.7 While the DRP is being conducted, including the exercise of any appeal rights a Party has, the subject matter of the dispute shall be preserved pending the resolution of the dispute.

2.3.8 The Dispute Resolution Procedure

- 2.3.8.1 A dispute initiated by, or on behalf of, Employees ("initiating Party") may be a single Employee Specific dispute or of General Dispute involving two or more Employees.
- 2.3.8.2 Where the dispute is Employee Specific the DRP shall proceed to level one below after the notice of dispute has been served. Where the dispute is General Disputation, the DRP shall commence at level two below.
- 2.3.8.3 **Level one:** The initiating Party and the Respondent's relevant manager shall, unless otherwise agreed, meet and confer within a reasonable timeframe in an attempt to resolve the dispute, where failing a resolution the dispute is referred to level two.
- 2.3.8.4 **Level two:** The matter will be referred for further discussions between the Employer's nominated senior manager and the initiating Party. The initiating Party and the Employer's nominated senior manager shall, unless otherwise agreed, meet and confer within a reasonable timeframe in an attempt to resolve the dispute, where failing a resolution the dispute is referred to level three.
- 2.3.8.5 **Level three:** If the dispute remains unresolved within a reasonable timeframe following discussions at Level two, the dispute may be referred by either Party to the FWC.
- 2.3.8.6 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion, making a recommendation, or issuing interim orders.
- 2.3.8.7 If the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute. If the dispute is to be resolved by arbitration the FWC may exercise all procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

2.3.9 Decision is Binding and Appeal Rights.

The decision of the FWC will bind the Parties subject to any right of appeal under the Act that is open to a Party. For the avoidance of doubt this Agreement extends a right of appeal without recourse to leave needing to be granted.

2.3.10 Alteration of Rights.

The Parties agree that to the extent that any decision of the FWC alters the rights and responsibilities of any of the parties to the Agreement that those rights are so altered and are enforceable in a court of competent jurisdiction.

2.4 NEW AIRCRAFT AND SPECIAL EQUIPMENT

- 2.4.1 When new types of aircraft or special equipment are to be introduced and a significant change to work value or responsibilities will occur, the Parties shall as early as practicable commence discussions on the establishment of appropriate terms and conditions of employment in relation to operation of such aircraft or equipment.
- 2.4.2 In the event of a delay in agreeing on the terms and conditions of employment, any agreed changes shall be backdated to the date of introduction of the new aircraft type or special equipment.
- 2.4.3 The discussions shall occur in accordance with the Consultation Process of this Agreement with disputed matters resolved in accordance with the Dispute Resolution Procedure clause of this Agreement.

2.5 DELEGATES RIGHTS

- 2.5.1 The Unions may, from time to time, nominate and endorse certain Employees as Union delegates ("**Delegate**"). The Unions shall advise the Company of those Delegates.
- 2.5.2 The Company will treat Delegates fairly and allow them to perform their role as a Delegate without any discrimination in their employment. The Company recognises and respects that endorsed delegates speak on behalf of Union members employed by the Company.
- 2.5.3 Subject to prior appropriate notice being provided, the Company will not unreasonably withhold approval for a Delegate to have paid time off to attend to bargaining or to other matters arising under this Agreement requiring delegate attendance (including participation in meetings with Company regarding consultation and disputes invoked under the DRP).
- 2.5.4 Nothing in this clause authorises a Delegate to prejudice non-Union members in their employment or authorises the Company to discriminate against non-union members.
- 2.5.5 In furtherance of the rights of Employees to join the Union/s and the rights of the Union/s to recruit employees, the Company will during induction of new employees, provide materials prepared and provided by the Unions to new employees.

PART 3 TYPES OF EMPLOYMENT & TERMINATION PROVISIONS

3.1 PERMANENT FULL TIME EMPLOYMENT

A permanent full time Employee is one employed on a permanent full-time basis and is entitled to all of the terms of this Agreement unless otherwise stated.

3.2 PART-TIME EMPLOYMENT

- 3.2.1 The Company may employ an Employee on a part-time basis. A part-time Employee shall be employed for hours less than a full-time Employee.
- 3.2.2 At the time of engagement, the Employer and the part-time employee will agree in writing, on a pattern of work and which days of the week the Employee will work.
- 3.2.3 Any agreed variation to the regular pattern of work will be recorded in writing.
- 3.2.4 The Employer is required to roster a part-time Employee for a minimum of four consecutive hours of duty.

3.3 CASUAL EMPLOYMENT

- 3.3.1 Casual Employees are employed by the hour and each period of engagement stands alone.
- 3.3.2 Casual Employees may only be engaged for intermittent absences of a permanent Employee such as sick leave or for unforeseen short-term roster vacancies. There is no obligation on the Employer to provide a casual Employee with work.
- 3.3.3 A casual Employee will be paid per hour for the classification of work they are employed under this Agreement at the rate of a full time Employee divided by 52 and then divided by 40, plus a 25% loading which is paid in consideration of the entitlements at clause 3.3.5.
- 3.3.4 On each occasion a casual Employee is required to attend work or remain on Standby or undertake Duty Travel the Employee is entitled to a minimum payment of four hours.
- 3.3.5 A casual Employee is not entitled to any paid leave entitlements (other than long service leave subject to meeting the required eligibility conditions), payment for public holidays not worked, notice on termination and redundancy pay. The Employee is entitled to parental leave (see Part 6) subject to meeting the qualifying conditions.
- 3.3.6 Casual Employees are entitled to unpaid carers leave in accordance with clause 7.2 of this Agreement.
- 3.3.7 The Casual Employee's employment may be terminated by the Employee or the Employer providing one day's notice.
- 3.3.8 The provisions of the NES apply to casual Employees in respect to conversion rights to permanency.

3.4 FIXED-TERM CONTRACT EMPLOYMENT

- 3.4.1 A Fixed-Term Employee may be employed by the Employer in a full-time capacity or part time for a fixed period of time or for a specific project/event of finite duration or a client service contract as determined in the Employee's letter of offer.
- 3.4.2 A Fixed-Term Employee will be entitled to all the terms of this Agreement unless otherwise stated.

3.5 PROBATIONARY PERIOD

- 3.5.1 In the case of a new fixed-term or permanent Employee, the first six months of the Employee's initial employment with the Employer will be as a probationary Employee serving a probationary period of employment.
- 3.5.2 While in the probationary period, either the Employee or the Employer may terminate the Employee's employment for any genuine reason by giving one weeks' notice or payment in lieu, unless the termination is for misconduct that justifies summary dismissal.

3.6 EMPLOYMENT CLASSIFICATION

- 3.6.1 Employment classifications are as prescribed at Schedule 1 of this Agreement and are subject to change depending on the types of aircraft that the Employer operates, in which case clause 2.4 applies.
- 3.6.2 The Employee's initial appointment classification is that identified in his or her letter of offer.
- 3.6.3 An Employee may be appointed to another classification covered by this Agreement via a formal letter of offer and the acceptance of that offer by the Employee.

3.7 CHANGE OF CLASSIFICATION

3.7.1 Temporary Change

3.7.1.1 An Employee may by agreement be assigned to higher or alternative duties as relief or on a temporary transfer to a category or classification attracting a higher level of remuneration and/or employment benefit. In such cases the Employee will be paid for all such duties at the applicable higher rate and benefit appropriate to the Employee's period of service with the employer for a minimum of one week.

3.7.1.2 If, during a relief or temporary transfer an Employee is required to carry out duties in a category or classification attracting a lower level of remuneration the Employee will continue to be paid their existing salary.

3.7.2 Permanent Change

3.7.2.1 Upon a change of category or classification of work, the Employee's completed years of service with the Employer will determine the incremental level in the new category or classification of work.

3.7.2.2 An Employee undergoing training shall be paid at the applicable promotion classification from either the later of the commencement of training or a date four weeks before being Checked To Line ("CTL"). This will be paid retrospectively upon CTL.

3.8 PERIOD OF NOTICE TO TERMINATE EMPLOYMENT

3.8.1 Notice of Termination by the Employer.

3.8.1.1 If the Employer terminates a permanent or fixed-term (within the period of the written fixed term) Employee's employment, the Employer must provide 6 weeks' notice in writing.

3.8.1.2 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employer requiring the Employee to work part of the required period of notice and by the Employer making payment in lieu of the period of notice not worked.

3.8.1.3 In calculating any payment in lieu of notice, the salary (including additions to salary) the Employee would have received in respect of the ordinary time worked during the period of notice (had the Employee's employment not been terminated) will be paid.

3.8.1.4 The period of notice in this clause shall not apply in the case of summary dismissal or if the Employee is employed pursuant to clause 3.4.

3.8.2 Notice of Termination by the Employee.

3.8.2.1 The notice of termination required to be given by an Employee is:

(a) For an Employee with less than one year's continuous service, two weeks' notice.

(b) For an Employee with more than one year's continuous service, five weeks' Notice.

3.8.2.2 If an Employee fails to give the required notice, the Employer may withhold monies due to the Employee equal to the ordinary time rate of pay for the period of notice not given in accordance with 3.8.2.1.

3.8.3 Pilot Qualification on Termination

3.8.3.1 If a pilot held a current instrument proficiency check (IPC) at the commencement of employment, they are entitled to request a check to regain a current IPC prior to completion of employment, provided:

- (a) that the pilot's employment is not terminated as the result of a failed training or check or resulting from a disciplinary process; and
- (b) that the pilot provided the required period of notice prior to their last day of employment (in accordance with clause 3.8.2.1); and
- (c) that the pilot has served out their return of service period or repaid any debt owing in accordance with any bond agreement between the pilot and the company under clause 4.14.

3.8.3.2 The Employer's preferred option is to provide the check itself to the standard necessary to comply with clause 3.8.3.1. In this case, if the pilot is current in accordance with the Employer's cyclic RSC program, the Employer shall provide one check only. However, at the absolute discretion of the Employer, this check may be provided by a third party approved by the Employer. Any training required prior to the check, and the cost of the training, and the check shall be agreed in advance. Any additional training and the costs associated with that additional training shall be the responsibility of the pilot.

3.8.3.3 Where the Employer elects to provide the training itself, it shall be provided prior to the pilot's last day of employment. Where the check is provided by a third party it may occur after the cessation of employment.

3.9 REDUNDANCY

3.9.1 Termination of employment on the grounds of redundancy is a termination by the Employer based on its decision that the job being performed by the Employee is no longer required to be performed by anyone and that this decision is not due to the ordinary and customary turnover of labour. An Employee shall not be deemed to be redundant by virtue of the expiration of any fixed term employment contract (under clause 3.4) or the cessation of a casual engagement.

3.9.2 Consultation and Mitigation of Effects

Prior to implementing any final decision to make an Employee's position redundant, the Employer will consult with the Employee affected and the Union or other representative of the Employees in accordance with the provisions of clause 2.2 of this Agreement.

3.9.2.1 Matters to be discussed will include measures to avoid or mitigate the potential effects of the decision including (but not limited to):

- (a) taking outstanding leave;
- (b) taking leave without pay;
- (c) temporarily converting to Part Time Employment;
- (d) natural attrition;
- (e) alternative duties;
- (f) transfer or secondment;
- (g) alternative employment in accordance with clause 3.9.6;
- (h) redeployment to vacancies in other positions including in associated entities in accordance with clause 3.9.3.
- (i) early retirement;
- (j) demotion/transfer to lower positions in accordance with clause 3.9.4;
- (k) voluntary redundancy.

3.9.2.2 Compulsory redundancy will be a last resort to be implemented after all reasonable alternatives as described above have been genuinely discussed and considered.

3.9.3 Redeployment and Re-employment

In the event of a potential redundancy, affected Employees shall be offered redeployment to any associated entity of the Employer provided that a suitable vacancy exists. Where the new role requires training it will be at no cost to the Employee.

3.9.4 Transfer to lower paid duties

Where an Employee agrees to be transferred to lower paid duties to avoid redundancy the Employee will be given the following minimum notice or paid at the existing salary rate for the notice specified below.

Period of service	Notice
Under 1-year continuous service	3 weeks
Over 1 year but under 3 years continuous service	6 weeks
Over 3 years continuous service	8 weeks

3.9.5 Severance Pay

In addition to the period of notice prescribed for ordinary termination of employment, if the Employee's employment is terminated due to redundancy the Employee will be paid the following amount of severance pay in respect of a continuous period of 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
At Least 10 years	12 weeks' pay

3.9.6 Alternative Employment

An Employee will not be entitled to redundancy pay where the Employer obtains suitable alternative employment. The provisions of the Act will apply in respect to defining what is suitable alternative employment.

3.9.7 Job Search Entitlement

- 3.9.7.1 An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 3.9.7.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the Employee must, if requested by the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

3.9.8 Employee leaving during notice period

An Employee given notice of termination due to redundancy may terminate their employment during the period of notice. In this case the Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice period but is not entitled to payment in lieu of the period of notice not worked.

3.10 RETURN OF PROPERTY

3.10.1 Upon termination of employment for any reason, the Employee must immediately return all property belonging to the Employer. In this clause, anything that the Employer owns, rents, loans, issues or provides to the Employee will be regarded as Employer property. This includes (but is not limited to):

3.10.1.1 ASIC, identification and security access cards

3.10.1.2 Uniforms

3.10.1.3 Cabcharge cards

3.10.1.4 Mobile phones

3.10.1.5 IT equipment, including laptop computers and security FOBs

3.10.1.6 Manuals (electronic or paper), documents and records of any kind relating to the Employer or its Clients' business.

3.10.1.7 Equipment.

3.10.2 Any property not returned, or monies owed by the Employee to the Employer will upon termination of employment become a debt owed by the Employee to the Employer, and it is agreed that this debt may be deducted from the Employee's final termination payment.

PART 4 MINIMUM WAGES & RELATED MATTERS

4.1 RATES OF PAY

4.1.1 The minimum salaries payable to Employees are prescribed at Schedule 1 of this Agreement.

4.1.2 An Employee's salary, Additions To Salary, and any applicable Higher Duties allowance, will be paid twice per month in arrears on or by the 15th of the month and on the last business day of the month by electronic funds transfer. If the 15th of the month is a weekend or public holiday payment shall be paid no later than the last business day before the 15th of the month.

4.1.3 All other monetary entitlements will be paid in the first available pay cycle immediately following the roster period (as per clause 5.2.2.2) in which they occurred.

4.2 SALARY AND ALLOWANCE INCREASES

4.2.1 The table of salaries and allowances in Schedules 1 and 2 will apply effective from the dates set out therein, being the first pay periods effective from on or after 1 July 2020, 1 July 2021 and 1 July 2022 respectively. The rates in Schedules 1 and 2 will be subsequently adjusted by CPI effective from the first pay period on or after 1 July each year thereafter.

4.2.2 The one-off sign-on bonus as described in Schedule 3 will be paid in the first pay period after a valid majority of employees have approved the Agreement.

4.2.3 Employees will be notified and provided with an updated Schedule 1 and 2 for each salary and allowance increase prescribed in sub clause 4.2.1.

4.2.4 Salary Records

The Employer shall keep appropriate Employee salary records detailing the classification, salary rate, allowances (where applicable), deductions and net salary. Employees shall be provided with a regular pay statement in accordance with the Act.

4.3 SALARY SACRIFICE

- 4.3.1 Subject to the relevant legislation, and written agreement between the Employer and the Employee, an Employee may elect to have some of his/her before tax salary (Sacrificed Amount) paid to an approved third party ("**Salary Sacrifice**").
- 4.3.2 Sacrificed Amounts are in substitution for benefits that an Employee would otherwise be entitled to under this Agreement.
- 4.3.3 Where an Employee does Salary Sacrifice any demonstrable administrative costs or Fringe Benefits Tax incurred by the Employer shall be met by the Employee.
- 4.3.4 An Employee shall continue to be entitled to the following benefits based on the Employee's salary and in accordance with this Agreement before the Salary Sacrifice amount is deducted:
 - 4.3.4.1 Paid Leave.
 - 4.3.4.2 Any entitlement derived from the Employee's ordinary rate of pay.
 - 4.3.4.3 Employer superannuation guarantee contributions.
 - 4.3.4.4 Termination benefits including notice and severance pay.
 - 4.3.4.5 Worker's compensation benefits.
 - 4.3.4.6 Allowances.
- 4.3.5 When entering Salary Sacrifice arrangements resulting in voluntary contributions any taxation implications are the responsibility of the Employee.

4.4 ADDITIONS TO SALARY

The following allowances are Additions to Salary:

4.4.1 Training & Assessment Allowances

If an Employee is required by the Employer to facilitate training as described below, he/she will be paid an additional all-purpose allowance calculated on his/her classification Salary as prescribed at Schedule 1 of this Agreement for the period in which he/she is required by the Employer to perform the functions of the position as set out below. The Employee will be provided with a letter from the Employer setting out the period of the appointment and any review timeframes for the purpose of reappointment.

4.4.1.1 Tier 1 Training Pilot or Observer — 5%

Pilot will be paid to Pilots who conduct basic ground-based training and assessment duties (e.g., PEGS; 20.11; HF/NTS, FMS etc.).

Observer will be paid to Observers undergoing trainer training, ground based or training duties at the discretion of the Chief Observer.

4.4.1.2 Tier 2 Training Pilot or Observer — 10%

Pilot will be paid to Pilots who conduct line training (supervisory) pilot duties or simulator training duties.

Observer will be paid to Observers conducting line training or full Observer ground course training.

4.4.1.3 Tier 3 Training Pilot or Observer — 15%

Pilot will be paid to Pilots who conduct both line training (supervisory) pilot duties and simulator training duties.

Observer will be paid to Observers conducting line training and line assessment or ground training and line training.

4.4.1.4 Tier 4 Training Pilot or Observer — 20%

Pilot will be paid to Pilots (Check pilots) who conduct aircraft line checks and/or simulator checks.

Observer will be paid to Observers conducting line training and line assessment activities in addition to ground training and assessment and required to perform additional administrative and course management duties.

4.4.1.5 Tier 5 Training Pilot or Observer — 25%

Pilot will be paid to Pilots (Check pilots) who hold a flight examiner rating and who conduct flight examinations as required by the Company.

Observer will be paid to Observers conducting line trainer and line assessor and Senior Trainer and Assessment management duties. Observers in this category will act or relieve in the position of the Head of SAR Training (or successor title) as required.

4.4.2 Employees appointed to a Tier Training position above may also be required to perform the functions of any lower tier subject to holding the appropriate endorsement or training.

4.4.3 All Observer Training and Assessment training positions require the successful attainment of an industry related qualification as deemed appropriate by the Chief Observer (usually Certificate IV Training and Assessment) and an authority to train issued by the Chief Observer as a pre-requisite to appointment.

4.4.4 The Chief Pilot and Chief Observer in conjunction with the Head of Jet Training and the Head of Observer Training (respectively as applicable) may assign an appropriate tier training level to a suitably qualified Employee where such training functions do not clearly fall under a tier described above.

4.4.5 Senior Base Allowance

4.4.5.1 A Senior Base Pilot or Senior Base Observer will be paid a senior base allowance (as an Addition to Salary) as prescribed in Schedule 2 of this Agreement.

4.4.5.2 The Employee's remuneration shall mean the sum of the applicable classification salary and the Senior Base Allowance in respect to a Senior Base Pilot or Observer who is also a Trainer and Assessor.

4.5 VARIABLE ALLOWANCES & ENTITLEMENTS

4.5.1 Own Accommodation Allowance

4.5.1.1 Provided the Employer will not incur a cost for cancelling any booked accommodation an Employee, by giving the Employer notice, shall be paid an Own Accommodation Allowance as specified in Schedule 2 in return for which the Employee shall be responsible for securing their own accommodation and transport. In this case the Employer shall be deemed to have discharged its obligations under this Agreement to provide accommodation, meals, transport or incidental expenses during the relevant period.

4.5.1.2 The own accommodation allowance comprises consideration for accommodation, meals, transport and domestic incidental expenses. Where an Employee secures their own accommodation they must sign on for duty at the designated time and remain contactable.

4.5.2 Lack of Facilities Allowance

Where an Employee is deployed or working away from the Employee's home base and Suitable Accommodation, as prescribed by this Agreement, is not available, the Employee

will be paid a Lack of Facilities Allowance as prescribed in Schedule 2 of this Agreement for each day that Suitable Accommodation is not provided. This allowance will be paid in addition to any other allowances that the Employee may be entitled to under this Agreement.

4.5.3 Rostered Day Off (RDO)/Locked Day Off (LDO) Allowances

- 4.5.3.1 A change to an Employee's rostered RDO/LDO at the Employee's Home Base (or Base where an Employee may be carrying out Base Relief duties) within 14 days will only occur with the agreement of the Employee. Where the Employee does agree to change their RDO/LDO that falls within four (4) days of the request being made, the Employee will be paid a "Callout Allowance" as prescribed at Schedule 2 of this Agreement.
- 4.5.3.2 The Employer may change an Employee's RDO at the Employee's home (or Base where an Employee may be carrying out Base Relief duties) base outside of the 14-day period.
- 4.5.3.3 In both circumstances under clauses 4.5.3.1 and 4.5.3.2, the Employer must endeavour to replace the RDO within the Employee's current 28-day roster period (as per clause 5.2.2.2) or if it is unable to do so, pay the Employee an Additional Day Allowance as set described at clause 4.5.7.

4.5.4 Double Shift Allowance

- 4.5.4.1 A "Double Shift" occurs when, with the agreement of the Employee, an Employee undertakes the morning standby period of 0700-1300 as a home standby and then works the afternoon period at the Base (e.g., 1300-1900). In this case the Employee will be paid a Callout Allowance as prescribed at Schedule 2 of this Agreement.
- 4.5.4.2 In the event an Employee has agreed to change an RDO/LDO in accordance with clause 4.5.3.1 and subsequently fulfils a double shift on that day, the Employee is entitled to a Double Shift Allowance in addition to the Callout Allowance that may be payable.

4.5.5 Meal and Incidental Allowances

- 4.5.5.1 When the Employer deploys an Employee away from Home Base the Employee will be paid Meal and Incidental Allowances as prescribed in Schedule 2 of this Agreement.
- 4.5.5.2 A Meal Allowance will be paid if the Employee arrives at the deployment location and the arrival falls within the following meal times, or remains at the deployment location for more than one night (rounded to the nearest 15 minutes):
 - (a) Breakfast 0630 – 0800
 - (b) Lunch 1200 – 1330
 - (c) Dinner 1800 – 2000
- 4.5.5.3 The incidentals and meal allowances listed at Schedule 2 shall be adjusted on 1 July each year during the life of the Agreement in accordance with the Australian Taxation Office Reasonable Allowance Limit issued for that financial year. The relevant Australian Layover percentage adjustment shall also be applied to the International Incidental Allowance and the Combined Overnight Allowance.
- 4.5.5.4 The Incidental Allowance applies to each day of travel or part thereof.
- 4.5.5.5 Where the Employer provides the Employee with a meal they are not entitled to a meal allowance.

4.5.6 In-Flight Sustenance

- 4.5.6.1 When on a flight that commences and terminates at the Employee's Home Base (i.e., a local flight) the Employee will have access to In-Flight Sustenance for that flight. Where the flight deploys away from home base In-Flight Sustenance will be provided for all days of the deployment.
- 4.5.6.2 The Employer will provide non-perishable and/or frozen inflight snacks and liquid refreshments for each callout from the Employee's Home Base. The provision of regular meals and liquid refreshments during a shift is the responsibility of the Employee.
- 4.5.6.3 In-Flight Sustenance is for in-flight use only and shall be provided in sufficient quantity for the expected duration of the flight.

4.5.7 Additional Day Allowance

If an Employee does not receive their RDOs as prescribed in clause 5.3.1.1 and 5.3.1.2 of this Agreement, the Employee will be paid an Additional Day Allowance for each RDO not provided as prescribed at Schedule 2 of this Agreement.

4.5.8 Observer General Purpose Allowance

- 4.5.8.1 The Employer shall pay all Employees engaged either as an AMC, Drop Master or Visual Observer a general-purpose allowance as set out in Schedule 2.
- 4.5.8.2 For the period 1 July 2020 to 30 June 2021 a one-off payment of \$1,000 will be made in lieu of the allowance. This amount shall be payable in the first pay period on or after the Agreement is approved by the FWC.
- 4.5.8.3 For the period 1 July 2021 to 30 June 2022, payment of the allowance will be made on the first pay period on or after the Agreement is approved by the FWC.
- 4.5.8.4 Thereafter, payment of the allowance will be made on the first pay period commencing on or after 1 July each year.

4.5.9 ABF Mission Allowance

- 4.5.9.1 An Employee may conduct up to 12 ABF missions in any 12-month period commencing 1 January 2022 without additional compensation for doing so.
- 4.5.9.2 From 1 January 2022, where an Employee conducts 13 or more ABF missions in any 12-month period the Employee shall be entitled to be paid the call out allowance pursuant to Schedule 2 of the Agreement for each such event.
- 4.5.9.3 Without prejudice to a replacement Agreement (as defined) the parties may, during the life of the Agreement, review the adequacy or relevance of this term, including the frequency of, and compensation for, ABF Missions. Any variation of the term shall be by agreement between the Parties.

4.6 VACCINATION AND PASSPORT EXPENSE REIMBURSEMENT

On production of receipts an Employee will be reimbursed the cost for recommended vaccinations (i.e those not normally recommended for residence in Australia) in accordance with the latest advice published on the DFAT website. The company will reimburse expenses incurred by an Employee associated with passport renewal.

4.7 OVERPAYMENT/UNDERPAYMENT OF ENTITLEMENTS

- 4.7.1 If an Employee is overpaid the Employer must advise the Employee of the overpayment and discuss re-payment options of the amount owing. The Employer will not seek recovery of any overpayment of either salaries or allowances entitlements under this Agreement for periods in excess of six months from the date of detection.
- 4.7.2 Where it is the intention of the Employer to deduct from pay an overpayment, then the Employer shall provide four weeks' written notice to the Employee and the deduction will not be greater than 10% of Gross Salary in any pay period, or an agreed negotiated amount. If an Employee has cause to dispute the Employer's decision, or where the proposed repayments will cause hardship to the Employee, the Employee shall inform the Employer of the dispute or the hardship in writing within seven days and the Employer shall withhold deduction action until the matter is resolved.
- 4.7.3 Any overpayment not recovered from the Employee as at the date of the termination of the Employee's employment may be deducted from any monetary entitlements owed to the Employee.
- 4.7.4 Where the Employer underpays an Employee, the Employer shall correct the underpayment as soon as practicable after being notified of the underpayment and, subject to cut-off times and any financial strain it may place on the Employee, will pay the Employee in the following scheduled pay cycle.

4.8 SUPERANNUATION

- 4.8.1 The Company's obligations regarding superannuation are governed by legislation
- 4.8.2 The provisions below supplement those obligations.

4.8.3 Voluntary Contributions

Subject to the governing rules of the relevant superannuation fund an Employee may, in writing, authorise the Company to pay on behalf of the Employee a specified amount from either the pre-taxation or post-taxation salary of the Employee into the same superannuation fund as the Company makes the superannuation contributions.

- 4.8.4 An Employee may adjust the amount the Employee has authorised the Employer to pay from the salary of the Employee from the first of the month following the Employee giving at least two weeks written notice to the Employer.
- 4.8.5 The Employer must deposit the amounts authorised in this clause to their clearing house no later than 28 days after the end of the month in which the authorised deduction was made.
- 4.8.6 Absence from work

Subject to the governing rules of the relevant superannuation fund the Company must also make the superannuation contributions during:

- 4.8.6.1 Paid leave — while the Employee is on any paid leave;
- 4.8.6.2 Work-related injury or illness — for the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that the Employee:
 - (a) is receiving workers compensation payments or is receiving regular payments directly from the Company in accordance with the statutory requirements; and
 - (b) remains employed by the Company.

4.9 ACCIDENT MAKE UP PAY

- 4.9.1 In addition to any statutory entitlement to workers compensation Employees will be paid accident make-up pay.

- 4.9.2 The amount of make-up pay will be the difference between the workers compensation entitlement and the amount of salary and salary related allowances that the Employee would have received had the Employee been at work for the period.
- 4.9.3 The amount in clause 4.9.2 will not apply for the first five or aggregate of five working days of incapacity, nor will it apply during any paid leave period.
- 4.9.4 Make-up pay, where no ascertainable amount is available, will be based on the average for the previous three months or lesser period of time which the Employee has been employed.
- 4.9.5 Make-up pay will be payable for a maximum period or aggregate of period in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.
- 4.9.6 Make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Employee and the Employer.
- 4.9.7 Nothing in this clause will affect the right of an Employer to terminate an Employee's employment in accordance with this Agreement.
- 4.9.8 No Employee will be terminated because they received make-up pay or as a means of avoiding make-up pay obligations.
- 4.9.9 If an Employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the Employer to pay make-up pay will cease from the date of such redemption.
- 4.9.10 Where the Employee recovers damages from the Employer or from a third party in respect of a compensable injury independent of statutory entitlements, the Employee will be liable to repay to the Employer the amount of make-up pay which the Employee has received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.
- 4.9.11 Any period spent on workers compensation will accrue for the purposes of accumulation of annual leave, personal/carer's leave and long service leave entitlements.

4.10 TRANSFERS & BASE RELIEF

4.10.1 Vacancies

Where a vacancy arises in a base for a position covered by this Agreement it must be advertised internally by way of an expression of interest. The Employer may also advertise that position externally.

4.10.2 Transfers

If a vacancy results in the Permanent Transfer of an Employee from one Home Base to another the Employer and the Employee will negotiate the transfer considering the Employee's specific requirements using the following parameters as a guide.

- 4.10.2.1 Where transferred from one Home Base to another at the Employee's request that is not in relation to an EOI the Employee will be responsible for all expenses associated with the Employee's relocation.
- 4.10.2.2 Where transferred from one Home Base to another in response to a formal Expression of Interest (EOI) the Employee will be responsible for all expenses associated with the Employee's relocation with the exception that the following items will be provided by the Employer:
 - (a) hotel accommodation at the Employee's new location for a maximum of 14 days; and
 - (b) in limited circumstances assist with airfares if the Employee is required to Deadhead travel for Employer related business at the time of removal (e.g., to attend a training course on the way to the Employee's new Home Base); and
 - (c) any other expenses or amounts negotiated and agreed between the Employee and the Employer.

4.10.3 Relocations Assistance

- 4.10.3.1 If the Company directs an Employee to permanently transfer from one base to another then a notice of proposed Permanent Transfer will be provided to the Employee in writing a minimum of 42 days prior to the proposed date of Permanent Transfer. An Employee will be provided notice of the actual date of Permanent Transfer not less than 28 days prior to the date of transfer. The Employee and the Employer may agree to a shorter period of notice, and/or to delay a transfer date under this clause where exceptional circumstances apply that impinge upon the Employee's ability to relocate at the required time. The Employer will provide relocation assistance as follows:
- (a) Removal of the Employee's personal effects, household goods and furniture.
 - (b) Removal of one car owned by the Employee or the Employee's dependants.
 - (c) Storage of the Employee's goods and furniture where required for a period of up to 30 days.
 - (d) Removal and storage insurance for the goods noted above for a period of up to 30 days.
 - (e) Economy class airfares for the Employee and the Employee's dependants.
 - (f) Suitable Accommodation and meals for the Employee and the Employee's dependants where the Employee elects to drive the Employee's vehicle (in the Employee's own time) to the new location for a reasonable period, taking into account the distance to be travelled.
 - (g) A maximum of 14 days of suitable accommodation at the Employee's new location.
 - (h) Connection fees for water, electricity, gas and telephone landline or NBN.
 - (i) Where the Employee obtains accommodation prior to the transfer the Employer will pay for the full accommodation for at least two days prior to the transfer being effected to cover pre-pack and uplift.
 - (j) —
 - (j) The cost of moving any additional belongings (e.g. animals, boats, additional vehicles etc.) may by agreement be paid by the Company and subsequently recovered from the Employee by Salary Sacrifice of an agreed amount, which may include additional costs borne by the Employer, in accordance with the relevant legislation.
 - (k) An Employee shall not be transferred to another base during the two weeks immediately preceding the anticipated birth of a baby and two weeks immediately following the birth.

4.10.4 Base relief

The Employer may require an Employee to conduct Base Relief duty and/or checking and/or training at a Base other than their Home Base under the following conditions:

- 4.10.4.1 The Employee shall be rostered for a maximum of seven days of Base Relief inclusive of travel days. This limitation does not apply to training or checking duties or a tasking deployment. Where an Employee is rostered for training and/or checking duties, or for a tasking deployment, the Company will endeavour to minimise the length of time away from the Employee's Home Base, consistent with meeting the training and/or checking requirements of the Employer or meeting the contractual obligations of the Employer to the Client. During a period of Base Relief the relevant provisions of Part 5 of this Agreement apply and Employees shall each be accommodated with a

single room that includes a kitchenette, ensuite and heating/air-conditioning.

- 4.10.4.2 The provisions of clauses 4.5.3 and 4.5.4 remain applicable whilst conducting base relief.
- 4.10.4.3 If the Employer requires an Employee to transfer to another base or location temporarily for a period greater than seven days (other than for training and/or checking duties or a tasking deployment) that may only occur with the agreement of the Employee and must comply with the following:
 - (a) The Employee shall be provided with suitable accommodation.
 - (b) The Employee shall be paid meal and incidental expenses as per Schedule 2 of this Agreement.
 - (c) The taking of Rostered Days Off will be determined by the Employer during the period of the Temporary Transfer but this does not in any way reduce the number of RDO's that an Employee is entitled to under clause 5.3.
 - (d) The Employer will provide a hire car for the duration of the Temporary Transfer or reimburse the Employee any pre-approved travel related costs.
 - (e) On completion of each period of 28 consecutive days of a Temporary Transfer the Company will provide return travel for the Employee to return to their Home Base for the purpose of designated RDO's or approved leave. Alternatively, an Employee may use the equivalent airfare to bring their partner and dependants to the Temporary Base. Any RDO's taken at the Temporary Base during this period will be regarded as RDO's taken at the Employee's Home Base.

4.11 OVERSEAS DEPLOYMENT

- 4.11.1 Employees may be tasked to work temporarily in or from a location outside Australia. However, an Employee will not be located into a war zone, or any area or location formally declared by the Australian Government as a war like zone. However, the Employer may request volunteers for such operations.
- 4.11.2 An Employee who is between sign on at their Home Base and next sign off at their Home Base who operates into an overseas port and has time free of duty at that overseas port will be paid the international incidental allowance as prescribed in Schedule 2.
- 4.11.3 The Employer will be responsible for providing and finalising prior to the departure of such flights all items to facilitate the conduct of the operation by the Employee. These items will include, but not necessarily be limited to, the requisite customs and entry documentation, accommodation, arrangements for work related expenditure valid in the ports to be visited and documentation to facilitate assistance from Australian diplomatic consular representatives or appropriate neutral representatives.
- 4.11.4 For the avoidance of doubt the Employer will be responsible for providing and finalising at all points prior to the point of no return for an Australian port of all items, which would not normally be required for a domestic operation, to facilitate the conduct of the operation by the Employee.
- 4.11.5 Where an employee is required to temporarily work from an overseas location or base for a period of seven days or more clause 4.10.4.3 will apply.

4.12 PROMOTION

- 4.12.1 Promotion to an available position will be based on the Employee meeting the requirements for the role including having achieved an acceptable level of performance. Where more than one Employee meets the minimum requirements for the role and are equal in merit, appointment shall be based upon tenure.

- 4.12.2 The Employer may require an Employee, or an Employee may request, that his/her potential to upgrade to a higher employment classification be formally assessed ("Upgrade Assessment"). The Upgrade Assessment will consider the Employee's suitability, experience, skill and operational performance. An Upgrade Assessment may only be requested once a calendar year and only after the Employee has completed working 12 months on the line.
- 4.12.3 Where an Employee seeks promotion but fails to attain it, they will be debriefed as to the reasons why, including what actions they will need to take to be more competitive next time.
- 4.12.4 If an Employee is required to undertake training/checks to meet the required standard for promotion and fails to attain that standard the Employee will not be promoted and will continue employment in their present classification. A failed upgrade check shall not be regarded as a failed check for the purposes of clause 4.13.3.1.

4.13 TRAINING OBLIGATIONS

4.13.1 General Training Obligations

- 4.13.1.1 The Employer will provide sufficient training in accordance with the OM to afford an Employee the opportunity to acquire the skills, competency and knowledge required to perform the duties of the Employee's appointed position.
- 4.13.1.2 An Employee may be required to undertake training to enhance and broaden work skills as required in the Employee's appointed position.
- 4.13.1.3 By agreement with the Employer an Employee may train for higher or alternative classifications or positions. This training will not entitle an Employee to the rate of pay for that higher or alternative classification or position unless the Employer formally appoints the Employee to that role.
- 4.13.1.4 Study may be undertaken in the Employee's own time on a non-paid basis (e.g., preparation for training or upgrade, or study that could reasonably be expected in relation to the course being undertaken).
- 4.13.1.5 An Employee may be required to teach work skills and procedures to other employees as part of on-the-job training.
- 4.13.1.6 The costs of training required of the Employee by the Employer are the responsibility of the Employer.

4.13.2 Initial Training and Assessment

Upon commencement of employment as aircrew, an Employee is required to pass initial ground school, type rating (Pilot) and line training to be Checked to Line (CTL). This training includes checks of proficiency which must be completed before continuing with training. Following a successful CTL employees must remain Checked to Line and an Employee is required to undergo regular Proficiency Checks to assess the Employee's suitability, skills and knowledge.

4.13.3 Ongoing Training and Assessment

- 4.13.3.1 Where an Employee fails to reach or maintain a standard required in a proficiency check ("first check") the Employee will receive further re-training and reassessment in accordance with the procedures contained in the OM.
- 4.13.3.2 Before proceeding to the second check, a remedial training plan will be discussed and areas for improvement identified and agreed with the Employee. The Employee may request to have a different checker on the second check and the Company will provide a different checker where it is reasonable to do so.
- 4.13.3.3 Where a second check is undertaken and the Employee subsequently fails, the Employee's suitability for ongoing employment will be

reviewed. The process of review shall include the Employee being given an opportunity to respond to the reasons for the second fail, and the Employer considering those responses before any final decision is made.

4.13.3.4 Where an Employee fails a currency/proficiency check and the Employer is not able to immediately provide access to qualified trainers to effect re-training in accordance with the OM due to limitations on the trainers' duty times or availability, the Employee will be rostered to admin duties. This provision does not apply to initial CTL training programs.

4.13.3.5 Each case will be reviewed on a stand-alone basis, and a decision made by the Employer in any one case shall not be viewed as a precedent for any other case.

4.14 TRAINING BONDS

4.14.1 Where an Employee commences in a position and requests, nominates or elects to accept a new position or Training or Development (Training) as outlined in this clause, the Employee agrees to enter into a Bond in relation to these costs. These costs are limited to the actual cost of the training/endorsement/rating and to the costs of relocating an Employee to a new position in response to an Expression of Interest. Relocation costs cannot be bonded in respect to any change of an Employee's location (either temporary or permanent) that has arisen directly or indirectly as a result of a decision of the Employer (such as closure of a base).

4.14.2 In the case of an existing Employee, it is agreed that if an Employee does not undertake the Training, the Employee's employment will continue with the Employer in the Employee's current classification.

4.14.3 Conditions of Training

The Employer will provide and fully pay for the Training/Relocation, nominally valued and agreed to be a value ("Value") as specified in the Bond Agreement between the Employee and the Employer at Schedule 4.

4.14.4 In return for the benefits of the Training/Relocation, the Employee agrees to remain and continue in employment with the Employer for a period not less than the period specified ("Service Period") in the Training/Development Bond Agreement between the Employee and the Employer.

4.14.5 Where an Employee has a current Bond and accepts further Training/Relocation that has a requirement for a Bond, the multiple Bonds will run for consecutive periods as described in each Bond.

4.14.6 Should an Employee resign or be dismissed by the Employer for unsatisfactory performance or misconduct within the Service Period, a pro rata value of the Bond based on Service Period not completed will become due to the Employer ("Debt "). The Debt will be calculated in accordance with the provisions of the Bond Agreement.

4.14.7 It is agreed that the Debt ("Debt") may be offset and retained by the Employer to be applied to any part of the Debt outstanding to the Employer on the date of termination of the Employee's employment against any entitlements owed to the Employee by the Employer upon termination and the Employee authorises the Employer to offset, retain and apply any entitlements to the amount remaining of the Debt (if any) as at the date of termination of the Employee's employment.

4.14.8 The operation of this clause is not intended to affect any contractual rights or obligations of the Employer or of the Employee in respect to any previous Bond entered between them, meaning that any previous Bond ("Bond") in place at the time of this Agreement being made will continue in force as described in that Bond. This clause is intended to operate prospectively in respect to any Bond entered into between the Employer and the Employee on and from the operative date of this Agreement.

4.14.9 If the Employer seeks to enforce a bond:

4.14.9.1 The Employer will conduct a reconciliation to determine whether the Employees total earnings under the Agreement were more than they would have earned if employed under the Award by reference to the applicable aircraft type under the Award and the reconciliation will cover the period of the Employee's service with the Company (the "reconciliation period")

4.14.9.2 Then, if;

- (a) the Employees total earnings in the reconciliation period under the Agreement are equal to or less than the Award had they been employed under the Award; the Employer will pay the Employee an amount that ensures the Employees earnings under the Agreement (over the reconciliation period) are equal to \$1000 more than the Award-minimum rate of pay had they been employed under the Award. Further, it follows, in that circumstance the Employer will not seek to enforce the training bond; or,
- (b) the Employees total earnings in the reconciliation period under the Agreement are more than had they been employed under the Award the Employer will not enforce the bond to the extent that would reduce the Employees net earnings to an amount less \$1000 more than the Award minimum rate of pay they would have received had they been employed under the Award over the reconciliation period. It follows that the Employer in that circumstance will not seek to enforce the full extent of the bond.

4.15 TRAVEL

4.15.1 When travelling by air, the Employer will provide the Employee with economy class travel for both domestic and international sectors.

4.15.2 RPT flights booked by the Employer will be in accordance with the Employer's travel policy.

4.15.3 Where Employer policy provides for a more beneficial entitlement the policy will apply.

4.16 TRANSPORTATION

4.16.1 When the Employee is required to travel for work related purposes the Employer will pay for or reimburse all reasonable transport costs from home to airport (taxi/Uber/parking) and return. An Employee may be required to account for the expense where the cost is more than \$100 for any one-way trip to/from the airport and the Employee's home.

4.17 INSURANCE AND INDEMNITY

4.17.1 Death Payment

4.17.1.1 For Employees employed on a permanent or fixed term basis, the Employer shall fund the cost of obtaining life insurance through an agreed superannuation fund ("the Fund") during the Employee's employment. The Employee agrees to be a member of the Fund for the purpose of administering or enabling this benefit. The Fund will provide a death benefit of \$350,000, subject to the terms of the Fund, which will be payable by the Fund to the Employee's estate upon the death of the Employee whilst employed by the Employer. Exclusions and limitations will apply in accordance with the policy.

4.17.1.2 Should an Employee conduct operation into a war or war like zone as prescribed in this Agreement full payment shall remain as provided by clause 4.17.1.1 of this Agreement.

- 4.17.1.3 The amount paid under clause 4.17.1.1 of this Agreement shall be in addition to any other benefits to which an Employee may be entitled under this Agreement or otherwise at law, including, but not limited to, any superannuation entitlements.

4.17.2 Pilot Loss of Licence (Class 1 Medical) Cover

- 4.17.2.1 If employed on a basis other than casual, the Employer shall provide Pilots with loss of licence cover whilst the Pilot remains in the employ of the Company. The sum insured will be \$300,000 or seven times the Pilots' salary whichever is the lesser. Exclusions and limitations will apply in accordance with the policy.
- 4.17.2.2 In addition to clause 4.17.2.1, a Pilot may source additional loss of license cover (or income protection insurance) in which case the Pilot shall be reimbursed upon production of receipts up to a maximum value prescribed in Schedule 2 as adjusted annually by CPI on 1 July each year.
- 4.17.2.3 Where a Pilot is unable to obtain any cover, and produces evidence to that effect (which may include a statutory declaration), the applicable maximum reimbursement amount will be deposited by the Employer into the Pilot's nominated complying superannuation fund.
- 4.17.2.4 A Pilot shall be entitled to claim, and be reimbursed, one annual loss of licence premium every financial year commencing 1 July 2020, regardless of the date of the receipt or the period of loss of licence coverage claimed.

For example, the pilot could make a claim for their annual premium from 2019 in the financial year commencing 1 July 2020. In the following financial year commencing 1 July 2021, they could then make a claim for their 2020 annual premium.

4.17.3 Indemnity

- 4.17.3.1 An Employee or an Employee's estate shall not be liable for accidental or negligent loss or damage to any aircraft or other equipment used in the operation of the Employer's services.
- 4.17.3.2 The Employer shall be solely responsible and indemnifies the Employee for all claims arising out of operation of its aircraft whether or not that is due to the negligence of the Employee, except where any such claim arises out of the wilful act or omission of the Employee unless such wilful act or omission was necessitated by circumstances beyond the control of the Employee.

4.18 UNIFORMS

- 4.18.1 Employees are supplied uniforms by the Employer at the Employer's expense and are required to wear them appropriately during working hours. The Employer will replace uniforms that are damaged or no longer suitable due to wear and tear.
- 4.18.2 An Employee is to provide, at the Employee's expense, black boots or shoes of a type deemed suitable by the Employer for the nature of work being performed.
- 4.18.3 An Employee is responsible for the maintenance and cleaning costs associated with the uniforms referred to in this clause.

PART 5 HOURS OF WORK

5.1 ORDINARY HOURS

- 5.1.1 The ordinary hours of work are 38 hours per week averaged over a four week period. A further two additional hours per week has been included in the salary for each classification in Schedule 1. For the purposes of this clause the 38 ordinary hours per week plus the two additional hours are the Employee's normal hours.
- 5.1.2 Employees will be rostered to work normal hours within the limits prescribed by this Agreement and the FMS. Where there is a conflict between the limits of the Agreement and the limits of the FMS the more restrictive shall apply.

5.2 ROSTERS

5.2.1 Shift Types

The Employer may roster shifts for the purpose of Base Standby, Home Standby, Generic Standby, ground training, meeting attendance, administration days, SIM or for any other operational purpose.

Standby

- 5.2.1.1 The Employer may roster an Employee for periods of Base Standby, Home Standby, Night Standby or Generic Standby.
- 5.2.1.2 When rostered on Standby, Employees will be available to respond to a Client requirement for a tasking at any time during the standby period.
- 5.2.1.3 Time Free of Duty ("TFOD") following any rostered standby period where the employee is not tasked is to be a minimum of 10 hours.
- 5.2.1.4 When a tasking is received from the client's despatch/control centre, the crew must be positioned to request taxi clearance in accordance with agreed task acceptance time and JSOPS response categories and response times. Where members of the crew are on Home Standby the obligation to request taxi clearance will not apply where delays are caused by the crew on home standby travelling to base under sub clause 5.2.1.7 below.
- 5.2.1.5 When rostered for Night Standby between 1900 and 0700 local time an Employee must be able to attend the base no longer than 30 minutes from the end of the call from the Company's Operations Controller or the Client's despatch/control centre.
- 5.2.1.6 The Employer may roster an Employee for Base Standby which has been designated as Home Standby in which case the Employee may be located at their designated home or place of residence (or at another location accommodated in a hotel or at self-arranged accommodation).
- 5.2.1.7 When an Employee is rostered on Home Standby between 0700 and 1900 local time the Employee will keep themselves ready to attend the base no later than 30 minutes after ending the call from the Company's Operations Controller or the Client's despatch/control centre. The Company acknowledges that this may not be possible at all times of the day due to varying traffic conditions.
- 5.2.1.8 Generic Standby will be used only as required to enable crew to cover unforeseen events. For the purposes of this Agreement, Generic Standby is not considered to be duty nor is it time free of duty.
- 5.2.1.9 The rostered generic standby time periods are either:

- (a) Generic 1 Standby 0500 – 1400,
- (b) Generic 2 Standby 1100 – 2000, or
- (c) Generic 3 Standby 1700-2000.

5.2.1.10 An employee on a Generic 1 Standby may only be used to cover either a morning or afternoon shift. An Employee on a Generic 2 Standby may only be used to cover afternoon shift and night shift. An Employee on a Generic 3 Standby may only be used to cover night shift.

5.2.1.11 Generic Standby can be rostered at home base, or when accommodated away from home base at Company suitable accommodation. When contacted, an Employee is to proceed to work as soon as practical to commence duty no later than two hours following the notification of a duty from "Operations" unless an earlier time is mutually agreed.

5.2.1.12 If the Employee is to commence a period of home standby, then the Company may reduce the period of notice to 90 minutes, for example Generic Standby 3 to Night Standby.

5.2.2 Publication of a Roster

5.2.2.1 The Employer will publish a roster for a rolling 30-day period.

5.2.2.2 Roster periods of 28 days shall be nominated and published by the Employer in blocks of 28 days, known as a "roster period".

5.2.2.3 It is the Employee's obligation to ensure on-line rosters are checked in a timely manner consistent with work activities and before returning from leave.

5.2.3 Roster Cycle

5.2.3.1 As far as practicable the Employer will utilise a roster cycle consisting of 10 days. During the 10-day Roster Cycle, Crew will be rostered to one of the following three shifts:

- (a) A morning shift of six hours base standby from 0700 to 1300 local time if no tasking is received; or
- (b) an afternoon shift six hours base standby from 1300 to 1900 local time if no tasking is received; or
- (c) a night shift of 12 hours home standby from 1900 to 0700 local time if no tasking is received,

based on the following shift pattern ("pattern") of:

- (a) two morning shifts, followed by
- (b) two afternoon shifts, followed by
- (c) two night shifts, followed by
- (d) three rostered days off.

5.2.3.2 Where the Employer has approved an Employee's request for a Locked Day Off (LDO) and the Employee is subsequently deployed for a task the Employer may amend the LDO as required.

- 5.2.3.3 Any changes to an Employee's roster within 10 days as advised to the Employee will be subject to mutual agreement with the Employee. For the avoidance of doubt, changes to an Employee's rosters include changes to rostered standby periods.
- 5.2.3.4 Notwithstanding clause 5.2.3.1 the roster cycle and pattern provided therein may not necessarily apply to an Employee during periods when they are required to engage in non-standard operational duty such as training courses, simulator training or when rostered to perform administrative duties.

5.2.4 Other Rostering Rules

- 5.2.4.1 For Flight Operations, other than Search and Rescue or related tasking, Employees will be advised by Company Operations as soon as it is able of the flight operation and informed of the expected sign on and sign off time proposed by the flight operation.
- 5.2.4.2 A recurrent line check or RSC is not to be rostered within seven days following a period of Annual Leave greater than 14 days unless the line check or RSC could not be planned otherwise, or could not be re-planned to avoid conflict with annual leave.
- 5.2.4.3 When rostered for recurrent face to face facilitated training that requires a stand-alone day Employees or the facilitator will not be rostered to cover any shift simultaneously.
- 5.2.4.4 Employees may not be called out solely for the purpose of conducting a currency event following a night standby unless agreed with the crew member.

5.2.5 Aircrew Complement for a Designated Flight

The Aircrew complement for a designated flight will be in accordance with the OM or as authorised/approved by the Company's Operations Controller and/or Client for any given flight.

5.3 DAYS OFF

- 5.3.1 The Employer will roster crew to receive:
 - 5.3.1.1 Eight RDOs in each published 28 day period, and
 - 5.3.1.2 25 RDOs in each published 84 day period.
- 5.3.2 The Employer will maintain adequate records to demonstrate the number of RDOs taken in a 28 day period and 84 day period for the purpose of this clause. These records will be provided to Employees on request.
- 5.3.3 Where an Employee accepts a change to their RDO the Employer must endeavour to replace that day within the applicable roster period.
- 5.3.4 Where the required number of RDOs are not rostered the extra day payment rules as provided for in clause 4.5.3 of the Agreement will apply. Where the company pays an additional day allowance(s) for not meeting the 8 days in 28 rule at clause 5.3.1.1 that day(s) shall count as an RDO(s) for the purpose of the 84 day rule at clause 5.3.1.2.
- 5.3.5 If the Employer cannot provide an Employee with a minimum of 8 days off in a 28-day roster period the provisions of clause 4.5.3.3 apply.
- 5.3.6 If an Employee takes approved leave under this Agreement the Employee's RDO entitlement in 28-day period will be adjusted on a pro rata basis in accordance with the following formula:

$$(28 - \text{leave days}) / 28 \times 8.$$

Where the calculation results in a part day this will be rounded up or down as follows: point 1 to point 4 (0.1 — 0.4) will round down to the full day and point 5 to point 9 (0.5 — 0.9) will round up to the next full day.

- 5.3.7 Except for Employees on initial training, if an Employee is deployed on an extended operation, the Employer will, where required, assign CAO 48 Day(s) to remain compliant with the FMS/FRMS. Upon the Employee's return to Home Base this does not diminish the Employer's responsibility to provide the Employee with eight RDO's in the nominated 28-day period at the Employee's Home Base. If eight RDO's cannot be provided clause 5.3.4 applies.

5.3.8 Locked Days Off

- 5.3.7.1 A locked day off ("**LDO**") is an RDO as described in clause 5.3.1 that an Employee locks in with the approval of the Company.
- 5.3.7.2 An Employee may apply for a LDO at any time.
- 5.3.7.3 The approval of an LDO is at the discretion of the Company. In granting approval of an LDO the Company will take all reasonable steps to ensure all Employee's attain access to an equal number of LDOs in any one year.
- 5.3.7.4 Where the Employer has approved an Employee's request for a LDO, and the Employee is subsequently deployed for SAR, the Employer may amend the LDO as required.

5.4 STAND DOWN

- 5.4.1 The Employer is not required to pay an Employee for any day that the Employee cannot be usefully employed because of:
- 5.4.1.1 industrial action; or
 - 5.4.1.2 a breakdown of machinery (for example grounding of the fleet) for which the Employer cannot reasonably be held responsible; or
 - 5.4.1.3 a stoppage of work for any cause for which the employer cannot reasonably be held responsible.
- 5.4.2 If an Employee is stood down the Employee shall be treated for all purposes (other than payment of wages) as having continuity of service and employment.
- 5.4.3 An Employee stood down for greater than seven days shall be entitled, without the need to obtain consent from the Employer, to undertake alternative work.
- 5.4.4 However, upon notification to the Employee of recommencement of operations the Employee must advise the Employer of any known impact on FMS requirements or fitness to work. Notwithstanding the preceding, the Employer must give the Employee as much notice as it can about the resumption of operations and return to work date. If it is not reasonably possible for the Employee to resume work on that date the Employee will advise the Employer of the reasons for the delay and the earliest possible date and commence work on that date.
- 5.4.5 If the Employer proposes to stand down an Employee the Employee may elect to take for the period or part of the period of the stand down any leave and/or RDOs to which the Employee is entitled. An Employee may, with the approval of the Employer, take annual leave on half pay for some or all of the stand down period. An Employee cannot be stood down for any period that the Employee is on a period of approved leave.
- 5.4.6 An Employee shall not be stood down away from Home Base. Before an Employee is stood down the Employee shall be provided with accommodation plus full salary and allowances by the Employer until such time as the Employee signs off at his/her Home Base. Returning an Employee to Home Base shall be the Employer's responsibility and cost.

PART 6 OBLIGATIONS & RESPONSIBILITIES

6.1 ALTERNATIVE EMPLOYMENT

If an Employee wishes to hold additional employment with an alternate employer or work for themselves, they must advise the Employer of their intention. The Employer must not unreasonably refuse the request but may oppose it if it will harm the business or negatively affect the Employee's ability to work for the Employer. If the Employer opposes the request, it must set out its grounds and reasons for doing so in writing.

6.2 QUALIFICATIONS, LICENCES & SECURITY CLEARANCE

- 6.2.1 Employees may be required as a condition of their employment to hold certain qualifications or licences. Employees must notify the Employer immediately if any licence or qualification is suspended or cancelled or the Employee is disqualified from holding or obtaining that licence or qualification.
- 6.2.2 Where the Employer is requested to provide services to a client that requires an Employee to attain and maintain a Security Clearance the Employee shall participate in the Security Clearance process. The Employer will be responsible for all costs associated with the Security Clearance process.
- 6.2.3 The Employer will be responsible for the costs associated with the Employee's attainment of an initial ASIC and subsequent re-issues of an ASIC.
- 6.2.4 Employees are required as condition of their employment to hold a CASA medical applicable to their position.

6.3 CONTACTABILITY

- 6.3.1 An Employee must advise the Employer in writing of their current residential address and contact telephone number.
- 6.3.2 An Employee is to remain contactable on the telephone number provided whenever the Employee is rostered to Generic or Night Standby and for a minimum of one hour prior to any other rostered duty.

6.4 DUTIES

- 6.4.1 The duties of an Employee covered by this Agreement include but are not limited to:
 - 6.4.1.1 Flight operations (including low level, surveillance, search and rescue, supply/equipment dropping, training, passenger conveyance, ferry and maintenance check flights). Captains are required to operate from either the left hand or right-hand seat. However, the pilot will not take-off or land from the right-hand seat unless trained and current;
 - 6.4.1.2 Pre and post flight duties (including briefings, debriefings and post flight reporting);
 - 6.4.1.3 Training (including airborne and ground based initial, recurrent and upgrade training);
 - 6.4.1.4 Standby;
 - 6.4.1.5 Administration;
 - 6.4.1.6 Deadhead travel;
 - 6.4.1.7 Authorised Pilot aircraft maintenance as stipulated in the OMEL and the Pilot Maintenance Authorisation documentation.
 - 6.4.1.8 The performance of cabin safety and passenger service duties on flights transporting client personnel or that are designated as charter flights.

- 6.4.1.9 In respect to Observers, cleaning, maintenance, packing and refurbishing SAR stores and training equipment when used for over land and/or over water training, currencies and operations;
- 6.4.1.10 In respect to Observers, conduct of regular equipment audits including replacing expired items, running and cleaning dewatering pumps etc.
- 6.4.1.11 Aircraft toilet servicing and cleaning shall be carried out by a contractor whilst the aircraft is located at either the Cairns, Essendon or Perth Bases. If the aircraft lands at another Port, where possible, the employer will source a contractor to complete aircraft toilet servicing and cleaning. Otherwise, toilet servicing and cleaning is the responsibility of all aircrew.
- 6.4.1.12 Aircraft towing limited to assembling the tow bar, directing the fitment of the tow bar to the nose wheel assembly, cockpit duties and wing walking.
- 6.4.1.13 Stores recovery, which includes driving the Company base vehicle or hire car to retrieve stores dropped over water or land and returning them to the base for refurbishment.
- 6.4.2 The Employer will provide Employees employed in Observer classifications with refresher First Aid training and the Employees will utilise those skills in the workplace as and when necessary.

6.5 EMPLOYMENT LOCATION

Subject to any applicable terms of this Agreement an Employee may be required to work temporarily in any location in Australia or outside of Australia.

6.6 ANTI DISCRIMINATION

- 6.6.1 The Employer and each Employee will respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 6.6.2 Any dispute concerning these provisions and their operation will be progressed initially under the Dispute Resolution Procedure of this Agreement. Nothing in these provisions allows any treatment that would otherwise be prohibited by anti- discrimination provisions in applicable Commonwealth or State legislation.

6.7 INVESTIGATIONS

- 6.7.1 Where an Employee is to be subject to a disciplinary, accident or incident investigation ("investigation") that Employee shall be afforded procedural fairness, including:
 - 6.7.1.1 The right to have a representative or support person ("representative") of their choosing when meeting with the Employer or when communicating with the Employer in writing; and
 - 6.7.1.2 To be provided the details of the investigation in writing and in sufficient detail to enable a fully considered response and copies of any materials which the employer intends to rely upon in the investigation (excluding witness statements or commercial in confidence information); and
 - 6.7.1.3 Be provided sufficient notice of any meeting with the Employer or requested written response from the Employer such that the Employee can adequately prepare for the meeting and/or the written response; and
 - 6.7.1.4 Be afforded the opportunity to ensure they have their representative available to assist them and to attend any meeting having regard to the availability of their representative.

PART 7 LEAVE

7.1 ANNUAL LEAVE

- 7.1.1 A permanent or fixed-term Employee is entitled to six weeks (42 calendar days) of paid annual leave (inclusive of Saturdays, Sundays and Public holidays) for each completed year of service. Annual leave will accrue and be credited on a pro-rata basis in accordance with the NES. Normally annual leave will be applied for and granted in the year in which it accrues.
- 7.1.2 For rostering purposes, a week's annual leave for a full-time employee will be seven calendar days paid at 40 hours at the Employee's Salary plus additions to salary.
- 7.1.3 The Employer may direct an employee to take excess annual leave subject to the following:
- 7.1.3.1 The Employer has consulted and attempted to agree with the Employee about the timing and taking of annual leave;
- 7.1.3.2 That, subject to 7.1.3.3, in the event of no agreement the Employer may direct the Employee to take annual leave provided the Employee retains at least 42 days of annual leave.
- 7.1.3.3 Where an Employee has requested and been refused annual leave by the Employer in a period where leave was available the Employer and the Employee will, in the first instance, attempt within a period of four weeks to find another period of leave acceptable to both parties. If another period is not agreed upon within that time the Employer may not for a period of six months, calculated from the end of the four week consultation period, direct the Employee to take excess annual leave that is equal to the period of leave refused in this clause.
- 7.1.3.4 For the purposes of clause 7.1.3 excess annual leave is deemed to be 84 or more days of accrued annual leave.
- 7.1.4 Any annual leave accrued but not taken will be paid out on termination of employment at the rate the Employee would have received had they taken the leave at the time of termination of employment.
- 7.1.5 If an Employee is recalled to duty whilst on annual leave the Employee will be credited with two days' annual leave for each day of recalled duty. However, for the avoidance of doubt, any recall from annual leave shall be subject to the employee's agreement which they may withhold without consequence.
- 7.1.6 Where requested by Employees, the Employer will endeavour to roster Employees to two RDOs either immediately before or after, or one day immediately before and immediately after, a period of annual leave greater than 14 consecutive days. However, where an Employee applies for and is approved leave that is equal to or greater than a full year's entitlement the Employee shall have a right to take two rostered days free of duty immediately before or after, or one day immediately before and one day immediately after the leave period if the Employee so requests. These days free of duty will count towards an Employee's entitlement to RDOs for the roster period in question.
- 7.1.7 The Employer will respond approving or rejecting an Employee's application for annual leave as soon as possible, but not later than 14 calendar days, of receiving such application from the Employee.
- 7.1.8 The Employer will approve an application for annual leave provided the period of leave requested can be covered on the roster (from the employee's home base). Where the period of leave cannot be covered the Employer will offer the Employee alternative leave periods. The Employer will make available a calendar showing periods of annual leave that have been booked and the periods that are available.
- 7.1.9 An Employee may, with the approval of the Employer, cash out annual leave provided the remaining accrued entitlement is at least four weeks (28 calendar days). The request to cash out annual leave must be in writing and the agreement to do so shall be in the same form as prescribed in the Awards.

- 7.1.10 Where an Employee would not be fit or able to attend for work during annual leave for any reason ordinarily attached to an entitlement to Personal Leave ("the period"), the duration of the period shall be counted as personal/carer's leave to the extent the Employee has credited personal/carer's leave, provided the Employee advises the Employer as soon as practicable and produces reasonable evidence to the Employer within seven days of returning to duty.
- 7.1.11 The Employer may grant annual leave in advance to an Employee. Where an Employee is granted annual leave in advance and the Employee is terminated or resigns prior to the leave in advance having been accrued the Employer may adjust the Employees final salary payment to the extent of the leave granted provided the agreement to take annual leave in advance is in the form prescribed at Schedule G of the Air Pilots Award 2020.

7.2 PERSONAL & CARER'S LEAVE

- 7.2.1 A permanent or fixed-term Employee is entitled to paid personal leave if they are unable to attend work (including standby) because of a personal injury or illness (sick leave), or because they must care for a member of the Employee's immediate family or household (carer's leave) due a personal illness or injury or emergency affecting that member.
- 7.2.2 An Employee will be entitled to 16 days paid personal leave for each year of service.
- 7.2.3 Personal leave will accrue and be credited to an Employee in each pay period.
- 7.2.4 An Employee will receive payment for the day or hours of absence in accordance with the NES. The days or part days paid as personal leave will be deducted from the Employee's accrued entitlement.
- 7.2.5 An Employee must advise the Employer as soon as practicable, which may be a time after the leave has started, if they are unable to commence either duty or standby because of injury or illness and the expected period of absence from duty or standby. Failure to advise the Employer as soon as practicable without reasonable cause may result in non-payment of personal leave.
- 7.2.6 An Employee may be required to produce a medical certificate from an approved medical or health practitioner (including a pharmacist) for any absence taken for personal leave. However, an Employee is required to produce a medical certificate for any days taken in excess of five single occurrences in any calendar year, or for two or more consecutive work days. An Employee is not required to produce a medical certificate where the circumstances would make it unreasonable to do so. In this case the Employee must provide the Employer with a statutory declaration that sets out the reason for the Employee's absence and why the Employee could not obtain a medical certificate. Failure to provide either a medical certificate or statutory declaration may result in non-payment of personal leave.
- 7.2.7 Unused personal leave will accrue from year to year.
- 7.2.8 Unused personal leave will not be paid out on termination.
- 7.2.9 In circumstances where the Employee has exhausted the Employee's paid personal leave entitlement, he/she is entitled to up to two days unpaid carer's leave for each occasion on which the Employee may have otherwise claimed paid carers leave. A casual employee may also access up to two days unpaid carers leave, subject to meeting the notice and evidence conditions contained in this clause.
- 7.2.10 An Employee who becomes ill while on duty away from home base and who is unable to perform further duties, is entitled to (without deduction of personal leave or pay):
- 7.2.10.1 Accommodation (if required);
 - 7.2.10.2 Transport to and from airport, accommodation or health professional/facility;
 - 7.2.10.3 Reasonable out of pocket expenses
 - 7.2.10.4 Booked travel back to home base; and
 - 7.2.10.5 Transport to home or doctor if the Employee requires this on arrival at home base.

- 7.2.11 For the avoidance of doubt, Company travel is a work duty. In order to travel on Company business, the Employee must be fit to do so. If the Employee is absent from work as a result of sickness and has obtained a medical certificate from an approved medical or health practitioner, that certificate must specifically state that the Employee is fit to travel via air transport.

7.3 COMPASSIONATE LEAVE

- 7.3.1 A permanent or fixed-term Employee is entitled to paid leave for up to three days per occasion (or in the case of a casual employee unpaid leave for up to three days per occasion) in accordance with the NES when a member of the Employee's immediate family or a household:
- 7.3.1.1 contracts or develops a personal illness that poses a serious threat to his or her life;
or
 - 7.3.1.2 sustains a personal injury that poses a serious threat to his or her life; or
 - 7.3.1.3 dies.
- 7.3.2 Where long distance travel is involved, the period of compassionate leave may be extended (up to a further period of three days) upon application to the Employer. The Employer will not unreasonably refuse such requests.
- 7.3.3 A permanent or fixed term Employee will receive payment for the day(s) of absence in accordance with the NES.
- 7.3.4 An Employee must advise the Employer as soon as possible of the Employee's need to take compassionate leave.
- 7.3.5 Compassionate leave is non-cumulative.
- 7.3.6 An Employee may be required to produce suitable evidence for the Employee's requirement to take and be paid for compassionate leave.

7.4 LONG SERVICE LEAVE

- 7.4.1 An Employee is entitled to long service leave subject to the qualifying conditions and provisions of the South Australian Long Service Leave Act 1987 ("**LSL Act**") to the extent that the LSL Act provides the Employee with a greater benefit to that provided by the long service leave legislation (e.g. the rate of LSL accrual) applicable to the jurisdiction of the Employee.
- 7.4.2 An Employee may with the Employer's agreement cash out some or all his/her Long Service Leave entitlement. Applications to cash out long service leave must be made in writing and are subject to Employer approval.

7.5 PARENTAL LEAVE

- 7.5.1 An Employee shall be entitled to parental leave in accordance with the provisions of the NES and the Act.
- 7.5.2 A pregnant Employee disqualified from flying due to the recommendation of their treating medical practitioner or CASA Regulations shall, if they request, commence parental or other leave upon that disqualification. Such Employees will be unable to exercise their licence privileges until medically cleared to return to duties.
- 7.5.3 Nothing in clause 7.5.2 affects the right of a female Employee to seek a safe job or safe job leave in accordance with the provisions of the NES.
- 7.5.4 An Employee who is eligible for and who is granted maternity leave and who has completed 12 months' continuous service with the Company or associated entities will be entitled to eight weeks paid maternity leave. This payment can be taken as 16 weeks at half pay.

- 7.5.5 If an Employee is otherwise entitled to apply for and be granted unpaid birth related leave in accordance with the NES, in the event of the birth of a child that Employee shall be entitled to, if they request, to recreation leave or long service leave (as desired) to cover some or all of the period of birth related leave, or leave without pay for a period of up to two weeks, provided the Employee has an available leave credit.
- 7.5.6 An employee taking No Safe Work Leave or is undertaking Safe Work duties under the provisions of the NES shall be paid as though they were on flying duties.

7.6 LEAVE WITHOUT PAY

An Employee may request leave without pay. Leave without pay will only be considered when all annual leave credits have been exhausted. The approval of leave without pay is at the discretion of the Employer. Leave without pay is recognised as not breaking continuous service but is not included in the calculation of service-related entitlements such as paid leave.

7.7 COMMUNITY SERVICE LEAVE (INCLUDING JURY SERVICE AND VOLUNTARY EMERGENCY ACTIVITY)

- 7.7.1 An Employee is entitled to Community Service Leave in accordance with the NES.
- 7.7.2 This Agreement acknowledges that the Act is not intended to apply to the exclusion of laws of a State or Territory that provide Employee entitlements in relation to engaging in eligible community service activities to the extent that those entitlements are more beneficial to an Employee than the entitlements under this clause.

7.8 DEFENCE FORCE LEAVE

- 7.8.1 Where a permanent Employee is a member of an Australian Defence Reserve, and subject to the Employer's approval based on operational requirements, he/she will be entitled to two weeks leave to attend Defence Reserve training or exercises. After providing proof of attendance the Employee shall be reimbursed an amount equal to the difference between the amount paid by the Department of Defence for the Employee's attendance and their Salary (including Additions to Salary) in accordance with Schedule 1 of this Agreement.
- 7.8.2 A permanent Employee may also take an additional two weeks leave without pay to attend Defence Reserve training or exercises in which case the Employee will not be entitled to any reimbursement as per clause 7.8.1 of this Agreement.
- 7.8.3 Unpaid leave will not break the Employee's continuity of service and will count as service for the purpose of paid leave accruals or other service-related entitlements.

7.9 PUBLIC HOLIDAYS

- 7.9.1 Employees are entitled to the public holidays in accordance with the NES.
- 7.9.2 However, for the avoidance of doubt:
- 7.9.2.1 the minimum salaries (including additions to salary) provided for in this Agreement; and
 - 7.9.2.2 the entitlement to annual leave in clause 7.1 takes into account an Employee's entitlement to public holidays in the NES and includes compensation for all public holidays provided for in the NES.

7.10 FAMILY AND DOMESTIC LEAVE

Employees are entitled to 'Family and Domestic Leave' in accordance with the NES. However, subject to the Employee substantiating the requirement to take family and domestic leave, the Employee may elect to have some or all of the period of leave paid and taken as annual leave.

7.11 PANDEMIC LEAVE

- 7.11.1 An Employee is entitled to take up to two weeks' unpaid leave per occasion if the Employee is required by government or medical authorities or is otherwise acting on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to a declared pandemic or epidemic.
- 7.11.2 The Employee must give the Employer notice of the taking of leave under clause 7.11.1 and of the reason the Employee requires the leave as soon as practicable (which may be a time after the leave has started).
- 7.11.3 An Employee who has given the Employer notice of taking leave under clause 7.11.1 and 7.11.2 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause 7.11.1.
- 7.11.4 Leave taken under clause 7.11.1 does not affect any other paid or unpaid leave entitlement of the Employee and counts as service for the purposes of entitlements under this Agreement and the NES.

NOTE: The Employer and Employee may agree that the Employee may take more than two weeks' unpaid pandemic leave per occasion.

SIGNED FOR AND ON BEHALF of

Cobham SAR Pty Ltd

ABN: **082 837 835**

Signature: 

Full Name: Kathleen Zeidler

Position: Head of Human Resources

Address: 1 National Drive

Adelaide Airport SA 5950

Basis of

authority to sign: Company Bargaining Representative

Dated: 4 / 8 / 22

in the presence of:

Witness

Signature: 

Name: Chantelle Polish

Address: 1 National Drive

Adelaide Airport SA 5950

Dated: 4 / 8 / 22

SIGNED FOR AND ON BEHALF of

the Australian Federation of Air Pilots

Signature: 

Full Name: David Stephens

Position: Senior Industrial Officer

Address: 132-136 Albert Road
South Melbourne 3205

Basis of

authority

to sign: Bargaining Representative on behalf of pilots employed under the Agreement.....

Dated: 5 /August / 2022

in the presence of:

Witness Signature: *HJ Martin*

Name: Hannah Martin.....

Address: 13 Crofton Street Geelong West 3218

Dated: 5/ August /2022

SIGNED FOR AND ON BEHALF of

the Transport Workers Union

Signature:

Full Name:

Position:

Address:

.....

Basis of

authority

to sign:

Dated: / /

in the presence of:

Witness

Signature:.....

Name:

Address:

.....

Dated: / /

SCHEDULE 1**SALARIES****S.1 ANNUAL SALARIES**

S.1.1 EFFECTIVE FIRST PAY PERIOD ON OR AFTER 1 JULY 2020 INCLUSIVE OF A 4.4% ADJUSTMENT ON 2019 RATES)

Year	CL604 Captain	CL604 First Officer	Aircraft Mission Coordinator	Drop Master	Visual Observer
1	\$148,868	\$95,225	\$78,057	\$61,888	\$55,755
2	\$148,868	\$95,225	\$78,057	\$61,888	\$55,755
3	\$148,868	\$95,225	\$78,057	\$61,888	\$55,755
4	\$150,707	\$96,656	\$79,382	\$63,212	\$57,080
5	\$150,707	\$96,656	\$79,382	\$63,212	\$57,080
6	\$150,707	\$96,656	\$79,382	\$63,212	\$57,080
7	\$152,547	\$98,086	\$80,706	\$64,537	\$58,404
8	\$152,547	\$98,086	\$80,706	\$64,537	\$58,404
9	\$152,547	\$98,086	\$80,706	\$64,537	\$58,404
10	\$154,386	\$99,517	\$82,031	\$65,862	\$59,729

S.1.2 EFFECTIVE FIRST PAY PERIOD ON OR AFTER 1 JULY 2021 INCLUSIVE OF A 1.1% ADJUSTMENT TO THE RATES IN S.1.1.

Year	CL604 Captain	CL604 First Officer	Aircraft Mission Coordinator	Drop Master	Visual Observer
1	\$150,505	\$96,272	\$78,916	\$62,569	\$56,368
2	\$150,505	\$96,272	\$78,916	\$62,569	\$56,368
3	\$150,505	\$96,272	\$78,916	\$62,569	\$56,368
4	\$152,365	\$97,719	\$80,255	\$63,907	\$57,708
5	\$152,365	\$97,719	\$80,255	\$63,907	\$57,708
6	\$152,365	\$97,719	\$80,255	\$63,907	\$57,708

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Year	CL604 Captain	CL604 First Officer	Aircraft Mission Coordinator	Drop Master	Visual Observer
7	\$154,225	\$99,165	\$81,594	\$65,247	\$59,046
8	\$154,225	\$99,165	\$81,594	\$65,247	\$59,046
9	\$154,225	\$99,165	\$81,594	\$65,247	\$59,046
10	\$156,084	\$100,612	\$82,933	\$66,586	\$60,386

S.1.3 EFFECTIVE FIRST PAY PERIOD ON OR AFTER 1 JULY 2022 INCLUSIVE OF A 2.9 % ADJSUMENT TO THE RATES IN S.1.2.

Year	CL604 Captain	CL604 First Officer	Aircraft Mission Coordinator	Drop Master	Visual Observer
1	\$154,870	\$99,064	\$81,204	\$64,383	\$58,003
2	\$154,870	\$99,064	\$81,204	\$64,383	\$58,003
3	\$154,870	\$99,064	\$81,204	\$64,383	\$58,003
4	\$156,783	\$100,553	\$82,583	\$65,761	\$59,381
5	\$156,783	\$100,553	\$82,583	\$65,761	\$59,381
6	\$156,783	\$100,553	\$82,583	\$65,761	\$59,381
7	\$158,698	\$102,041	\$83,960	\$67,139	\$60,759
8	\$158,698	\$102,041	\$83,960	\$67,139	\$60,759
9	\$158,698	\$102,041	\$83,960	\$67,139	\$60,759
10	\$160,611	\$103,529	\$85,338	\$68,517	\$62,137

S.1.4 Effective from the first pay period on or after 1 July 2023 and annually thereafter, the above rates of pay will be increased as provided by clause 4.2.1.

S.1.5 This Agreement introduces seniority increases in accordance with an Employee's length of service.

- a) A new Employee will begin on a Year 1 salary. Once they are Checked To Line (CTL), at each subsequent anniversary of initial CTL the Employee moves to the next year of service increment.
- b) An existing Employee who commenced employment prior to the contracted base commencement dates agreed between the Employer and AMSA on the 20th October 2014, will have their years of service determined by the following dates, which are:
 - i. For employees who were originally employed with a Perth basing - 8th August 2016

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- ii. For employees who were originally employed with a Cairns basing - 10th October 2016
 - iii. For employees who were originally employed with an Essendon basing - 12 December 2016
- c) All other existing employees will progress through the Years of Service increments based on their CTL date.

SCHEDULE 2 ALLOWANCES**S.2.1 EFFECTIVE FIRST PAY PERIOD ON OR AFTER 1 JUL 2020 INCLUSIVE OF A 4.4% ADJUSTMENT TO 2019 AMOUNTS**

Allowance	Amount	Rate
Senior Base	\$8,920.94	Per annum
Own Accommodation	\$204.95	Per night
Lack of Facilities	\$90.86	Per day
Call Out/Additional Day - Captain	\$687.08	Per occasion
Call Out/Additional Day – First Officer	\$439.73	Per occasion
Call Out/Additional Day - AMC	\$360.28	Per occasion
Call Out/Additional Day – Drop Master	\$285.65	Per occasion
Call Out/Additional Day – Visual Observer	\$257.34	Per occasion
Breakfast	\$27.83	Per occasion
Lunch	\$31.17	Per occasion
Dinner	\$53.67	Per occasion
Incidentals	\$21.22	Per day
International Incidentals	\$68.47	Per day
Observer All-purpose allowance	\$1,044.00	Per annum
Pilot Loss of Licence Allowance	\$1,645.28	Per annum

S.2.2 EFFECTIVE FIRST PAY PERIOD ON OR AFTER 1 JUL 2021 INCLUSIVE OF A 1.1% ADJUSTMENT TO THE AMOUNTS IN S.2.1.

Allowance	Amount	Rate
Senior Base	\$9,019.07	Per annum
Own Accommodation	\$207.20	Per night
Lack of Facilities	\$91.86	Per day

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Allowance	Amount	Rate
Call Out/Additional Day - Captain	\$694.64	Per occasion
Call Out/Additional Day – First Officer	\$444.57	Per occasion
Call Out/Additional Day - AMC	\$364.24	Per occasion
Call Out/Additional Day – Drop Master	\$288.79	Per occasion
Call Out/Additional Day – Visual Observer	\$260.17	Per occasion
Breakfast	\$28.14	Per occasion
Lunch	\$31.51	Per occasion
Dinner	\$54.26	Per occasion
Incidentals	\$21.45	Per day
International Incidentals	\$69.22	Per day
Observer All-purpose allowance	\$1,055.48	Per annum
Pilot Loss of Licence Allowance	\$1,663.38	Per annum

S.2.3 EFFECTIVE FIRST PAY PERIOD ON OR AFTER 1 JUL 2022 INCLUSIVE OF A 2.9% ADJUSTMENT TO THE AMOUNTS IN S.2.2.

Allowance	Amount	Rate
Senior Base	\$9,280.62	Per annum
Own Accommodation	\$213.21	Per night
Lack of Facilities	\$94.52	Per day
Call Out/Additional Day - Captain	\$714.78	Per occasion
Call Out/Additional Day – First Officer	\$457.46	Per occasion
Call Out/Additional Day - AMC	\$374.80	Per occasion
Call Out/Additional Day – Drop Master	\$297.16	Per occasion
Call Out/Additional Day – Visual Observer	\$267.71	Per occasion
Breakfast	\$28.96	Per occasion

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Allowance	Amount	Rate
Lunch	\$32.42	Per occasion
Dinner	\$55.83	Per occasion
Incidentals	\$22.07	Per day
International Incidentals	\$71.23	Per day
Observer All-purpose allowance	\$1,086.09	Per annum
Pilot Loss of Licence Allowance	\$1,711.62	Per annum

S.2.4 Effective from the first pay period on or after 1 July 2023 and annually thereafter, the above allowances will be increased as provided by clause 4.2.1.

SCHEDULE 3 SIGN ON BONUS

S.3 SIGN ON BONUS

The following amounts are payable to an Employee on the first pay period on or after a majority of Employees approving the Agreement.

Classification	Sign on Bonus
Visual Observer	\$2,248
Drop Master	
AMC	
First Officer	
Captain	\$3,440

SCHEDULE 4: BOND AGREEMENT

I, **<Name>**, have applied to undertake training/development and/or to seek relocation assistance of a total value as described. In consideration for the benefits and, where applicable, the additional aircraft type rating that I will attain, and as a return of this investment by the Company, I agree to remain employed and render service to the Company faithfully and diligently in accordance with my employment obligations and duties at least for the Service Period described. I acknowledge and agree that I will pay back any amount owing on a pro-rata basis if I resign or am dismissed from employment with the Employer for any reason other than redundancy before the Service Period is complete using the formula below.

(X divided by Y) multiplied by V where

- *X= the number of months service not completed in the Service Period from commencement of T&D.*
- *Y= the total number of months agreed to be served as part of the bond as defined in this T&D Bond Agreement.*
- *V = the total value of the training and/or relocation assistance as defined on this Bond Agreement.*

I agree that any amounts owed to me by the Employer upon my departure such as salary or outstanding leave entitlements can/will be deducted from the amount calculated using the formula above and by executing this Bond Agreement irrevocably authorise the Employer to make such deduction from amounts owed to me consequent upon termination of my employment as provided in this Bond Agreement. I further acknowledge and agree that the pro rata calculation of any remaining amount or any shortfall remaining after the deductions provided for above are made will be a personal debt due and owing by me to the Employer immediately on termination of my employment, which will be due immediately but payable within 14 days of my separation date.

In the event that I default in payment of any amount arising under this Bond Agreement due and owing by me to the Employer I acknowledge that the Employer may sue for recovery of the amount as a debt and that this Bond Agreement may be pleaded by the Employer as evidence of the debt so due and owing by me to the Employer in any court of competent jurisdiction. The applicable workplace agreement provides that Bond Agreement once signed is intended to remain in force unless the parties expressly agree in writing to vary or terminate it, and its operation shall not be affected by the termination or variation of any applicable workplace agreement that applied at the time that this Bond Agreement was entered into.

This Bond Agreement shall be governed and construed in accordance with the laws of the State of SA.

Employee Details			
Employee Name:		Staff Number:	
Position Title:		Base / Location:	
Relocation and/or Training Details			
Description of Training/Relocation:			
Total Value of Relocation Assistance (optional) (AUD\$): Total Value of Training (AUD\$):		Agreed (AUD\$):	Bonded Value
Bond Details			
Service Period (Months):		Commencement Date Of Bond:	
Other Comments / Notes			
Approvals			
Employee Signature:		Manager Signature:	

Cobham SAR Services Aircrew Enterprise Agreement 2020 - 2023

General/Executive Manager Signature:	Payroll Process Signature;
Date of Processing:	I Copv : Employee MI HR • Employee File 0

IN THE FAIR WORK COMMISSION

Matter No.: AG2022/3301

Re Application by: Cobham SAR Services Pty Ltd T/A Cobham Aviation Services

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Kathleen Zeidler, Head of Human Resources, for Cobham SAR Services Pty Ltd, give the following undertakings with respect to the *Cobham SAR Services Aircrew Enterprise Agreement 2020 – 2023* (“**the Agreement**”):

1. I have the authority given to me by Cobham SAR Services Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. For the purpose of the NES, a shiftworker is an employee who works ordinary hours over 7 days of the week and is regularly rostered to work on Sundays and public holidays.
3. Shiftworkers are entitled to the same quantum of leave described in clause 7.1.1.
4. Clause 3.3.4 will include the following:

Provided that a casual pilot will be paid at the rate of 1/800th of the annual salary prescribed for the classification of work performed (including additions to salary) for the actual time spent flying where that rate exceeds the amount otherwise payable under this clause.

5. A casual pilot will be provided insurance under clause 4.17.2.
6. The employer will conduct a pay reconciliation every 12 months for all part-time employees employed as aircrew to ensure that they are not paid less than what they would be entitled to under the Miscellaneous Award 2020. Any shortfall in wages and/or entitlements will be paid with an extra 1% on the Award payment calculation to the employee in the next pay period.
7. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Kathleen Zeidler

Signature

23 August 2022

Date