



DECISION

Fair Work Act 2009

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

Leidos NAS Pty Ltd
(AG2023/3941)

LEIDOS AUSTRALIA AIRBOURNE SOLUTIONS ENGINEERING ENTERPRISE AGREEMENT 2023-2027

Airline operations

COMMISSIONER LEE

MELBOURNE, 22 NOVEMBER 2023

Application for approval of the Leidos Australia Airbourne Solutions Engineering Enterprise Agreement 2023-2027

[1] An application has been made for approval of an enterprise agreement known as the *Leidos Australia Airbourne Solutions Engineering Enterprise Agreement 2023-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Leidos NAS Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

[4] The Australian Licensed Aircraft Engineers Association being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 November 2023. The nominal expiry date of the Agreement is 30 June 2027.




COMMISSIONER

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Annexure A

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Leidos NAS Pty Ltd.
Level 2, 42 Lakeview Drive
Scoresby VIC 3079

IN THE FAIR WORK COMMISSION
FWC Matter No.: AG2023/3941
Applicant: Leidos NAS Pty Ltd
Section 185 – Application for approval of a single enterprise agreement

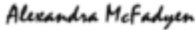
Undertaking – Section 190

I, Alexandra McFadyen, Head of Employee and Industrial Relations, have the authority given to me by Leidos NAS Pty Ltd to give the following undertakings with respect to the *Leidos Australia Airborne Solutions Engineering Enterprise Agreement 2023-2027 (the Agreement)*:

1. Clause 1.2.3 of the Agreement will be substituted so that it reads as follows:

“Annual Salary” means the base salary relevant to the Employee’s classification as set out in Schedule 1, plus any licence payments as set out in Schedule 2 and any supervisory allowances that are applicable to the Employee. Unless otherwise specified in this Agreement, the Annual Salary has been calculated to incorporate award payments such as annual leave loading, shift loading, ~~overtime penalties for extended shifts~~, public holiday loading and weekend penalties.
2. For the avoidance of doubt, the Applicant undertakes that clause 4.3 (Additional Hours) will apply where:
 - a. a full-time Employee works in excess of the ordinary hours specified at clause 4.1.1.1 of the Agreement; or
 - b. a part-time Employee works in excess of their regular pattern of work (as agreed pursuant to clause 3.1.2.3 or as varied pursuant to clause 3.1.2.4)
3. The Casual Hourly Rate for a casual Employee shall be calculated as the Hourly Rate as defined at clause 1.2.15, plus a casual loading of 25%.

These undertakings are provided based on issues raised in respect of the application for approval of the Agreement before the Fair Work Commission.

DocuSigned by:

CSAB2P009A44E9
Signature

Date: 15 November 2023

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Leidos Australia Airbourne Solutions

Engineering Enterprise Agreement 2023-2027

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1 AGREEMENT ADMINISTRATION

1.1 APPLICATION OF THIS AGREEMENT AND PARTIES COVERED

This Agreement covers:

- 1.1.1 Leidos NAS Pty Ltd (ABN: 98 661 253 863)
- 1.1.2 Employees of the Employer engaged in trades or licenced engineering classifications (including employees engaged in Non-Destructive Testing duties) as defined in clause 1.2 of this Agreement, other than Employees engaged exclusively to perform such work principally on a touring basis.
- 1.1.3 The Australian Licenced Aircraft Engineers Association (ALAEA).

1.2 DEFINITIONS

In this Agreement:

- 1.2.1 **"Act"** means the *Fair Work Act* 2009 as amended from time to time.
- 1.2.2 **"Agreement"** means this Enterprise Agreement.
- 1.2.3 **"Annual Salary"** means the base salary relevant to the Employee's classification as set out in Schedule 1, plus any licence payments as set out in Schedule 2 and any supervisory allowances that are applicable to the Employee. Unless otherwise specified in this Agreement, the Annual Salary has been calculated to incorporate award payments such as annual leave loading, shift loading, overtime penalties for extended shifts, public holiday loading and weekend penalties.
- 1.2.4 **"ASIC"** means Aviation Security Identification Card.
- 1.2.5 **"Award"** means the Airline Operations - Ground Staff Award 2020.
- 1.2.6 **"CAO"** means Civil Aviation Orders.
- 1.2.7 **"CAR"** means Civil Aviation Regulations.
- 1.2.8 **"CASA"** means the Civil Aviation Safety Authority of Australia.
- 1.2.9 **"Client"** or **"Customer"** means an organisation to which the Employer is contracted to deliver services regarding work that is covered by this Agreement.
- 1.2.10 **"Confidential Information"** means all information relating to the Employer's business or operational interests; Employer methodology and affairs, financial information and anything else notified in writing (including by electronic communication) to Employees as being confidential.
- 1.2.11 **"Continuous Service"** has the same meaning as the Act or for the purposes of long service leave, as the relevant long service leave act.
- 1.2.12 **"CPI"** means the March All Groups Weighted Average of the Eight Capital Cities - Consumer Price Index for the annual change in CPI as determined and published by the Australian Bureau of Statistics
- 1.2.13 **"Dependant(s)"** has the same meaning as the relevant provision of the NES in clause 1.2.19 but otherwise as a minimum includes the Employee's non-working

spouse or defacto partner and/or children permanently residing with them.

- 1.2.14 **"FWC"** means the Fair Work Commission.
- 1.2.15 **"Hourly Rate"** means the Annual Salary divided by 1820 hours.
- 1.2.16 **"Home Base"** means the company's maintenance base location corresponding to the residential address at which the employee ordinarily resides as their principal place of residence in accordance with the Employer's requirements.
- 1.2.17 **"Immediate Family"** has the same meaning as the meaning as the relevant provisions of the NES at clause 1.2.19, but otherwise includes as a minimum the Employee's spouse (or de facto spouse), and a parent, sibling, child, grandparent or grandchild of the Employee or the Employee's spouse.
- 1.2.18 **"NES"** means the National Employment Standards as provided for in the Act from time to time.
- 1.2.19 **"Policy", "Practice" or "Procedure"** means all documented instructions that are authorised and issued by the Employer (or on the Employer's behalf) to an Employee from time to time.
- 1.2.20 **"Reasonable"** means within sound judgement; not exceeding the limit prescribed by reason.
- 1.2.21 **"Roster"** means a scheduled arrangement of workdays, non-workdays and start and finish times for a specified period.
- 1.2.222 **"Licenced Aircraft Maintenance Engineer" or "LAME"** means an employee who holds and exercises the privileges and responsibilities of a current CASA licence for an aircraft engineer.
- 1.2.23 **"Unlicenced Aircraft Maintenance Engineer" or "AME"** means any qualified tradesperson who is not appointed as a LAME and is engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and/or associated equipment.
- 1.2.24 **"Trades Assistant" (TA)** means an employee who is engaged in assisting a LAME and/or an AME.
- 1.2.25 **"Leading Hand"** means an Employee appointed to the position of leading hand that reports to the SBE and oversees and allocates work to other Employees, or a LAME who is required to undertake the role for the week or weeks as required by the Employer subject to the conditions of clause 5.6.4.2 (b) (in which case the Employee's substantive position is at all times a LAME).
- 1.2.26 **"Senior Base Engineer" or "SBE"** means an Employee who is appointed by the Employer to the position of SBE to control the maintenance of aircraft operating at a nominated base and is responsible for the supervision and control of employees and/or contractors at that base.
- 1.2.27 **"Sacrificed Amount"** means, the portion of the Employee's before tax remuneration that has been identified for Salary Sacrifice purposes.
- 1.2.28 **"Employer" and "Company"** means or refers to Leidos NAS Pty Ltd.
- 1.2.29 **"Employee"** means an employee of the Employer covered by this Agreement.

1.2.30 "Aircraft Type" or "Type" has the meaning given in the applicable Type Certificate Data Sheet and excludes variants or series of the same aircraft.

1.3 COMMENCEMENT AND DURATION OF THE AGREEMENT

1.3.1 This Agreement will operate from seven days after it is approved by the FWC and shall nominally expire on 30 June 2027.

1.3.2 Negotiations for a replacement Agreement will commence not less than 120 days prior to the nominal expiry date of this Agreement.

1.3.3 At the expiry of this Agreement, the Agreement will remain in force until terminated, varied, or replaced by a new Agreement in accordance with the Act.

1.4 RELATIONSHIP TO OTHER INDUSTRIAL AWARDS, AGREEMENTS AND THE NES

1.4.1 This Agreement is a comprehensive Agreement and replaces all previous Agreements and operates to the exclusion of the Award.

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.

1.5 OTHER CONDITIONS OF EMPLOYMENT

1.5.1 This Agreement, Employer policies and other contractual conditions (where applicable) will apply to an Employee's employment.

1.5.2 Employer policy as varied from time to time will supplement the clauses in this Agreement. If there is any difference between Employer policy and this Agreement, the Agreement will prevail. Employer policy does not form part of this Agreement.

1.6 NO EXTRA CLAIMS

1.6.1 It is a term of this Agreement that unless the Employer and Employees agree the parties will not pursue any extra claims for the nominal life of this Agreement, provided that:

1.6.2 The parties reserve the right to discuss the impact on the Agreement arising from changes to the Civil Aviation Act, Regulations and/or Orders .

1.6.3 If, during the life of this Agreement, the Employer introduces in excess of two additional aircraft types, the parties will negotiate an allowance appropriate to the new aircraft type (as per clause 5.6.1)

1.7 VALIDITY OF THIS AGREEMENT

If for any reason a clause or sub clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses or sub clauses.

1.8 CONSULTATION

1.8.1 This clause applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organization, structure, or technology in relation to its enterprise

that is likely to have a significant effect on the Employees; or

- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

1.8.2 For a major change referred to in 1.8.1 (a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) sub-clauses 1.8.3 to 1.8.9 apply.

1.8.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause if:

- (a) the relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

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

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees, and.
- (b) for the purpose of the discussion - provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees

1.8.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

1.8.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

1.8.7 If a provision 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 1.8.2 (a) and 1.8.3 and 1.8.4 are taken not to apply.

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

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

Change to regular roster or ordinary hours of work

1.8.9 For a change referred to in paragraph (1.8.I) (b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) subclass 1.8.10 to 1.8.14 apply.

1.8.10 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

1.8.11 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative

1.8.12 As soon as practicable after proposing to introduce the change, the Employer must:

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

1.8.13 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

1.8.14 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

1.8.15 In this clause:

Relevant Employees mean the Employees who may be affected by a change referred to in sub-clause (1.8.1)

1.9 RESOLVING WORKPLACE DISPUTES & GRIEVANCES

1.9.1 Where a dispute or grievance arises that relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards.

this clause sets out procedures that must be followed to settle the dispute or grievance.

1.9.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

1.9.3 (a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by discussions between the Employee(s) and the relevant supervisor and/or manager. The parties accept that appropriate time shall be provided for the dispute to be referred to their manager for their consideration and input. It is envisaged that this initial stage in the dispute resolution process should take no more than seven (7) days.

(b) If the issue cannot be resolved with the Employee's manager or supervisor, it may be escalated to the manager responsible for the Employer's engineering function. It is envisaged that this final stage in the dispute resolution process should take no more than seven (7) days.

(c) Nothing in the preceding clauses is taken to limit the raising of a dispute at either an individual Employee or companywide level, and that disputes can be raised by either an Employee directly (or on behalf of an Employee by their representative) or the Employer.

1.9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

1.9.5 The FWC may deal with the dispute in 2 stages:

(a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the FWC is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties subject to a right to appeal.

(c) A decision that FWC is final and binding on the parties, subject to a right appeal by any party to the dispute.

- 1.9.6 While the parties are trying to resolve the dispute using procedures in this term:
- (a) an Employee must continue to perform their work as they would normally, unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

1.10 STAND DOWN

- 1.10.1 The Employer may stand an Employee down without pay on any day, part day or days if the Employee cannot be usefully employed because of any strike or stoppage of work that exceeds 24 hours for which the Employer cannot reasonably be held accountable.
- 1.10.2 If an Employee is stood down, they will be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding the stand down.
- 1.10.3 If an Employee is stood down, they may at any time during the period of the stand down terminate their employment without notice and must then be paid all wages and entitlements due within 28 days from the date of resignation. The day on which the Employee exercises the right of termination without notice will be the day on which their employment is terminated.
- 1.10.4 The Employer will grant its consent for the Employee to earn remuneration from any employment during the period that the Employee is stood down.
- 1.10.5 Where the Employee is stood down and exercises the right to take other employment during the stand down the Employee will be entitled to continue work in that employment until the end of the stand down period, or within one week of the Employer advising of the need to attend work, whichever is the later date.
- 1.10.6 If the Employer proposes to stand an Employee down, the Employee may elect in writing to take for the period of the stand down any leave to which the Employee is entitled or which has accrued to the Employee and upon that election being exercised.
- 1.10.7 An Employee will not be stood down away from their Home Base. However, where such cases arise, the Employee will be provided with accommodation of a mutually agreed standard and will be paid their Annual Salary and any applicable allowances until such time that the Employee returns to their Home Base.

1.11 FLEXIBILITY PROVISIONS

1.11.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

1.11.1.1 the arrangement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances; and
- (v) leave loading.

1.11.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 1.11.1.1; and

1.11.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

1.11.2 The Employer must ensure that the terms of the individual flexibility arrangement:

1.11.2.1 are about permitted matters under section 172 of the Act, and

1.11.2.2 are not unlawful terms under section 194 of the Act; and

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

1.11.3 The Employer must ensure that the individual flexibility arrangement:

1.11.3.1 is in writing; and

1.11.3.2 includes the name of the Employer and Employee; and

1.11.3.3 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

1.11.3.4 includes details of:

- (i) the terms of the Agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the Employee will be better off overall in relation to the terms and
- (iv) states the day on which the arrangement commences.

1.11.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.11.5 The Employer or Employee may terminate the individual flexibility arrangement:

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

1.11.5.2 if the Employer and Employee agree in writing - at any time.

PART 2 OBLIGATIONS & RESPONSIBILITIES

2.1 EMPLOYEE RESPONSIBILITIES

There are some fundamental responsibilities that all Employees have. These are:

- 2.1.1 To do all work to the best of the Employee's ability, skills and competence.
- 2.1.2 To carry out work at places reasonably requested by the Employer. Where it is necessary to transfer the Employee to an alternative place of work for an extended period, it must be done with mutual agreement.
- 2.1.3 To be familiar with, and to comply with Company Policies and Procedures relevant to the Employee's employment, including any amendment, replacement or new Company Policies and Procedures, and to comply with all lawful and reasonable directions of the Company. The Employee is not required to comply with any Policy, Procedure or direction that is inconsistent with any provision of this Agreement, that is unlawful, that is or is likely to be unsafe, or that substantially alters the Employee's or Employer's rights and obligations.
- 2.1.4 To immediately report any breach or suspected breach of the Employer's policy, practices or procedures or any act of misconduct of which the Employee becomes aware.
- 2.1.5 To do their best to promote, and not harm, the Employer's business, interests, and reputation.
- 2.1.6 To maintain a professional and amicable relationship with Clients.
- 2.1.7 To attend and remain at work unless the absence from work is authorised by the Employer.
- 2.1.8 To comply with all reasonable instructions to protect both the Employee's own health and safety and the health and safety of other Employees and any other person having dealings with the Employer in the workplace.
- 2.1.9 To refrain from smoking substances at the workplace. This includes on or in all property and vehicles owned by the Employer, with the exception of those locations that have been specifically designated as smoking areas.
- 2.1.10 To refrain from the use or possession of unprescribed drugs, alcohol or any other substance that may affect an Employee's ability to work. An Employee must inform the Employer, prior to commencing work, if they are impaired by drugs (prescribed or non-prescribed), alcohol, or any other substance.
- 2.1.11 For a reasonable cause, for example where the Employee has health or performance issues which raise doubt as to whether the Employee can fulfil the inherent requirements of the Employee's role, to attend a doctor nominated by the Employer for a full medical examination if requested at any time. The examination may also include a drug and alcohol test in accordance with Employer policy.

- 2.1.12 To protect any Confidential Information that the Employee becomes aware of through their employment. An Employee is also bound by the confidentiality requirements of the Employer's contract with its Clients. Any breach of this clause may result in an Employee's employment being terminated in accordance with clause 7.1 of this Agreement, and an Employee may be liable for any resultant damages. Nothing in this clause precludes an Employee from divulging information about this Agreement to any other person.
- 2.1.13 To account for any goods or monies received on the Employer's behalf.

2.2 SHARED RESPONSIBILITIES

- 2.2.1 The parties agree that business viability and employment security are enhanced by a commitment to promote productivity, fairness and cooperation. Accordingly, the parties commit to fostering a continuous improvement culture through ongoing consultation on measures to assist with improving productivity and efficiency and the implementation of agreed initiatives.
- 2.2.2 The Employer and Employee agree to respect and value the diversity of the workplace by helping to prevent and eliminate unlawful discrimination, harassment, bullying or any unreasonable behaviour. The parties will observe established procedures and consultative processes to help achieve this objective.
- 2.2.3 The Employer and Employee agree to comply with all OH&S Acts and Regulations, implementation of industry codes and practices to provide a safe workplace.
- 2.2.4 Where applicable the Employee will comply with the Employer's record and timekeeping requirements. The Employer will maintain pay and other related records in accordance with the Act.
- 2.2.5 The parties agree that up-to-date and timely communication at work is essential. The Employer will consult with the Employee, the team, and other employees at the Employee's place of work on a regular basis regarding matters which affect the Employees work. The Employer expects that Employee's will use appropriate times and places to consult with the Employer and constructively raise issues which may assist an Employee's performance at work. Employees are expected to discuss relevant issues with their Manager or Supervisor when they arise and to encourage other employees to do the same.

2.3 DECLARATIONS TO THE EMPLOYER

- 2.3.1 If an Employee wishes to hold a second job with another employer or work for themselves the Employee must advise the Employer of this. The Employer may only oppose the request and the Employee must comply with the Employers decision if the Employer is of the reasonable opinion that it will harm the business, there is a conflict of interest, or negatively affect the Employee's ability to safely work for the Employer.
- 2.3.2 Employees must disclose to the Employer any known relevant or factual information that goes to their capacity to safely and lawfully perform their work,

2.4 QUALIFICATIONS & LICENCES

- 2.4.1 An Employee may be required as a condition of their employment to hold qualifications or licences. The Employee must notify the Employer immediately if any of their licences or qualifications are suspended or cancelled or the Employee

has been disqualified from holding or obtaining a licence or qualification.

- 2.4.2 If the holding of a qualification or licence is an inherent requirement of an Employee's employment, failure to gain or any subsequent loss of that qualification or licence may result in the termination of the Employee's employment.
- 2.4.3 If an Employee does not hold the appropriate qualification, licence or company authorization, they are strictly forbidden from performing any duty that requires that qualification or licence. Such conduct may result in disciplinary action, up to and including, termination of employment.
- 2.4.4 A B1 and B2 Licenced Engineers that are exercising the privileges of their Part 66 Engineer's licence, will be granted 'Company Authorisation' subject to the Employee satisfying the requirements as stipulated in the company's exposition. .

2.5 SECURITY

- 2.5.1 The Employer operates under the authority of the Aviation Transport Security Regulations and the Australian Government's Protective Security Manual, the conditions of which are legally enforceable.
- 2.5.2 The issue and conditions of the use of an ASIC are controlled by the Aviation Transport Security Regulations 2005. Employees must maintain a current ASIC and always abide by the requirements of these regulations. Failure to do so may result in the termination of employment.

2.6 MEDIA CONTACT

- 2.6.1 In accordance with Employer policies, practices and procedures in relation to media relations, all approaches by the media and vice versa must be reported to the Head of Maintenance as soon as practicable by the Employee(s) involved.
- 2.6.2 Under no circumstances is an Employee to make comments to the media unless specifically directed to by the Client or the Employer.
- 2.6.3 Employees are directed to respond to any approach with "I am not in a position to make comment and will pass on your request to the appropriate Employer official for attention".

PART 3 CATEGORIES OF EMPLOYMENT

3.1 PERMANENT EMPLOYMENT

3.1.1 Full-Time Employment

This means an Employee who is appointed by the Employer to full time employment and is required to work 35 ordinary hours a week or an average of 35 hours a week as provided by clause 4.1.1.2.

3.1.2 Part-Time Employment

3.1.2.1 This means that the Employee who is appointed by the Employer to part time employment and is required to work less than full time hours.

3.1.2.2 Unless specified otherwise, a part time employee will be entitled to the

same conditions as a full time Employee but on a pro rata basis, based on their contracted full time equivalent work hours.

- 3.1.2.2 The Employer must roster a part-time Employee for a minimum of four consecutive hours on any shift.
- 3.1.2.3 At the time of initial engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying:
 - a. the guaranteed minimum number of ordinary hours to be worked per week; and
 - b. which days of the week the Employee will be available to work over a roster cycle and span of hours within which the Employee agrees the Employer can roster starting and finishing times.
- 3.1.2.4 Changes to the minimum ordinary hours per week or the Employee's work availability under clause 3.1.2.3 can be made by agreement in writing.

3.2 CASUAL EMPLOYMENT

3.2.1 Basis of Casual Employment

- 3.2.1.1 A casual Employee has the same meaning as the NES.
- 3.2.1.2 There is no obligation on the Employer to provide a casual Employee with work.
- 3.2.1.3 A casual Employee is employed by the hour and each period of engagement stands alone.
- 3.2.1.4 A casual Employee is entitled to a minimum payment of 4 hours' work at the appropriate rate on each occasion they are required to attend work.
- 3.2.1.5 The right of a casual employee to convert to permanent employment is covered by the NES.

3.2.2 Entitlements

- 3.2.2.1 A casual Employee is not entitled to any paid leave entitlements (other than long service leave where the relevant legislation provides that entitlement), payment for public holidays not worked, notice on termination of employment or severance pay. The casual Employee is entitled to unpaid carer's leave (see clause 6.2) and Employees may, subject to the qualifying conditions of the NES, be entitled to other forms of unpaid leave including parental leave, compassionate leave and community service leave. A casual Employee's ordinary hourly rate of pay will include a 25% casual loading that compensates the Employee for these entitlements.
- 3.2.2.2 A casual Employee's employment may be terminated by the Employee or Employer providing 7 days' notice. This does not affect the right of the Company to dismiss the Employee without notice for misconduct or other lawful causes that justifies summary dismissal.

3.2.3 Hours of Work

The limits and span of ordinary hours as prescribed for full time employees in clauses 4.1 and 4.2 apply to a casual employee.

3.3 FIXED TERM EMPLOYMENT

This means that the Employee is employed by the Employer for a fixed period of time or for a specific project/event as determined by the Employee's letter of offer. Fixed term employment may be on either a full time or part time basis.

3.4 PROBATIONARY & QUALIFYING PERIOD

- 3.4.1 For a permanent Employee, the first six (6) months of employment will be as a probationary Employee serving a qualifying period of employment.
- 3.4.2 A probationary Employee's suitability for employment will be monitored during the probationary period with a formal review being undertaken by the Employer within four (4) months from the commencement of the Employees employment.
- 3.4.3 The review will be an opportunity for the Employee and Employer to assess the Employee's performance and behaviour and to raise any other matters about the Employee's work. The Employer will discuss areas of success and, if necessary, aspects of the Employee's performance or behaviour which require improvement or are unsatisfactory.
- 3.4.4 Whilst the Employee is in the probationary and qualifying period either the Employee or Employer may terminate the employment of the Employee for any lawful reason (not limited to matters specified in this Agreement) by giving one (1) weeks' notice or by payment in lieu of notice, unless the termination is for misconduct that justifies summary dismissal.
- 3.4.5 Where a casual Employee converts to permanent employment within 6 months of their employment first commencing, the first six (6) months of initial employment (being the combined period of casual and permanent employment) will be treated as the qualifying period of employment for the purposes of this clause.

3.5 EMPLOYMENT CLASSIFICATION

The Employee's initial appointment classification is that identified in their letter of offer. An Employee may be appointed to another classification covered by this Agreement via a formal letter of offer and acceptance of that offer.

PART 4 HOURS OF WORK

4.1 ORDINARY HOURS

4.1.1 Number and Average of Ordinary Hours

- 4.1.1.1 Fulltime employees are required to work 35 ordinary hours a week or an average of 35 ordinary hours a week.
- 4.1.1.2 The averaging of ordinary hours will be over a period of no more than three months. By agreement between the Employer and the majority of the Employees concerned, a roster system may operate on the basis that the weekly average of 35 ordinary hours is achieved over a period which exceeds three months but does not exceed 12 months.

4.1.2 **Seven Day Shift Work**

- 4.1.2.1 Employees will be required to work Seven Day Shift Work.
- 4.1.2.2 Employees will be rostered for duty from Monday to Sunday inclusive on a shift cycle including public holidays.
- 4.1.2.3 The span of ordinary hours may be worked at any time of the day.
- 4.1.2.4 The shift cycle and the duty commencement times may be modified by agreement. This is with the exception of any shift roster having five or more consecutive nights (see clause 5.6.13).
- 4.1.2.5 This clause shall be taken to describe employees as shift workers for the purpose of the NES. The shift worker annual leave entitlement under the NES is included in the total amount of annual leave provided by clause 6.1.1 of the Agreement.

4.2 ROSTERING

- 4.2.1 The Employer will determine the shift and roster patterns that best suit the Employer's operational needs. The Employer will however consult with Employees and consider any personal preferences when determining rosters.
- 4.2.2 Employees will be required to sign on and off duty as directed by the Employer in accordance with this Agreement.
- 4.2.3 Employees are entitled to a minimum 10-hour rest period between shifts. By agreement, and subject to both personal and operational safety, this period may be reduced where it is safe and where there is an operational requirement.
- 4.2.4 The Employer will use its best endeavours to provide a minimum of 48 hours' notice for any shift change and 7 days' notice of a roster system change. If the Employer does not provide this notice, any proposed change to the Employee's shift can only occur with the consent of the Employee.
- 4.2.5 Under any shift and roster pattern determined by the Employer under clause 4.2.1:
 - (a) no Employee will be required to work more than 30% of their ordinary hours between midnight Friday and midnight Sunday when averaged over a roster cycle; and
 - (b) no employee will be required to work ordinary hours on more than 50% of Saturdays or 50% of Sundays when averaged over a roster cycle
- 4.2.6 Where an Employee agrees to and works a roster pattern that is outside the limitations of 4.2.5 above:
 - (a) At least every 3 months, the Employer will prepare a comparison for each Employee who worked the alternative roster during the period, that sets out the remuneration the Employee received and the remuneration to which they would have otherwise been entitled under the Award.

- (b) Each affected Employee from (a) above will be provided with a copy of their comparison.
- (c) If an Employee's total remuneration under the alternative roster does not exceed their total remuneration entitlement under the Award by at least 2%, the Employer will make a payment to the Employee to make up the difference between the Employee's remuneration and the Award remuneration plus 2%. This additional payment will not be counted as earnings when conducting the comparison for the subsequent period.

4.3 ADDITIONAL HOURS

In this clause "Additional Hours" means hours that are worked in excess of the limit of ordinary hours in clause 4.1.

- 4.3.1 In response to operational demands and subject to the safety provisions of this clause, Employees will continue working until the required work is completed or the Employee is relieved from duty.
- 4.3.2 Where an Employee works Additional Hours to the rostered hours as defined in Clause 4.1.1, the Employer will pay the Employee at the Employee's their Hourly Rate plus a loading of 50%.
- 4.3.3 Payment for Additional Hours will not be made where less than one Additional Hour has been worked in any pay period.
- 4.3.4 Alternatively by mutual agreement between the Employer and Employee the Employee may request the Employer to take Additional Hours as time off in lieu which will be taken at a rate of 1.5 hours paid time off for each Additional Hour 1 hour worked up to a maximum accrual of 40 hours.
- 4.3.5 Where an Employee works Additional Hours on a Public Holiday the Employer will pay the Employee at their Hourly Rate plus a loading of 100% (double time).
- 4.3.6 Where an Employee's shift is extended beyond their normal rostered finish time, the person on duty who is responsible for the Employee's work will monitor the Employee's ability to work safely and competently. The Employee will be directed to have a break or to cease work when the person in charge deems it's necessary.
- 4.3.7 The Employee is responsible to report to the person in charge their ability to continue working safely. If the Employee feels that they are tired or otherwise not in a fit and proper state to continue working safely, the Employee will be released from duty immediately.

4.4 BREAKS

An Employee is entitled to a paid meal break of not less than 20 minutes provided that the Employee has worked at least 5 hours on any single day or shift. The time and duration of meal breaks can be varied by agreement considering personal and operational requirements.

4.5 TRAVELLING TIME

- 4.5.1 With the exception of call outs to the Employee's local base, if the Employer requires an Employee to travel on Company Business outside their normal rostered shift, all travel hours will be paid to the Employee at their Hourly Rate.

4.5.2 Travel time paid under this clause will be from the time the Employee leaves home to arrival at their destination.

4.5.3 This provision does not apply to travel time associated with aircraft type training courses.

PART 5 REMUNERATION

5.1 RATE OF PAY

5.1.1 The Employee's Annual Salary or rate of pay will be as prescribed for the classification in which the Employee is employed in Schedule 1.

5.1.2 Salary will be paid by instalments on or around the 15th of the month and the last working day of the month by electronic funds transfer into a financial institution nominated by an Employee. 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. An Employee may nominate up to three financial institutions.

5.1.3 In the event that the Employer changes payroll processing dates to fortnightly, sufficient notice will be given to employees to make payroll notification changes to their relevant financial institutions and to third parties to make payroll deductions.

5.2 SALARY & ALLOWANCE INCREASES

The rates of pay in Schedule 1 and the allowances in Schedules 2,3,4, 5 and 6 will be increased as follows:

5.2.1 1 July 2021 – increase of 3%

5.2.2 1 July 2022 – increase of 5.1%

5.2.3 1 July 2023 – increase of 7%

5.2.4 1 July 2024 – increase of CPI or 3%, whichever is the greater

5.2.5 1 July 2025 – increase of CPI or 3%, whichever is the greater

5.2.6 1 July 2026 – increase of CPI or 3%, whichever is the greater

Meal and incidental allowances under Schedule 5 will be based on the ATO Determination of Reasonable Allowances.

5.3 SUPERANNUATION

Employer funded superannuation contributions will be made in accordance with the relevant federal legislation into a fund that offers a MySuper product or into a fund nominated by the Employee that complies with the relevant federal legislation and that can accept contributions via Electronic Funds Transfer (EFT).

5.4 SALARY SACRIFICE

5.4.1 Subject to legislated limitations and Employer agreement, an Employee may elect

to have some of the Employee's before tax salary (Sacrificed Amount) paid to a third party.

- 5.4.2 The Sacrificed Amount nominated in this clause must not exceed that permitted by relevant tax or other legislation and shall be agreed in writing. The cost of any administrative costs or Fringe Benefits Tax incurred by the Employer shall be met by the Employee.
- 5.4.3 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:
 - 5.4.3.1 Paid Leave.
 - 5.4.3.2 Any entitlement derived from the Employee's ordinary rate of pay.
 - 5.4.3.3 Employer superannuation guarantee contributions.
 - 5.4.3.4 Termination benefits including notice and severance pay.
 - 5.4.3.5 Workers compensation benefits.
 - 5.4.3.6 Allowances.
- 5.4.4 Employees acknowledge that they have had the opportunity to seek independent advice about the consequences of entering a salary sacrifice arrangement.
- 5.4.5 It is agreed that the Sacrificed Amount is in substitution for benefits that an Employee would otherwise be entitled to under this Agreement.

5.5 OVER PAYMENT

The following provisions apply if the Employer overpays an Employee.

- 5.5.1 The Employer will provide four weeks written notice that an overpayment has occurred and then proceed to consult and agree with the Employee in writing as to the amount and frequency to repay the overpayment by way of salary deduction. A salary deduction may include, but is not limited to, overpayments made of salary, or any allowances paid by the Employer to the Employee. The Employer may only claim an overpayment if the Employer has notified the Employee within 6 months of the alleged overpayment having occurred. Beyond 6 months the usual recovery action will be available to the Employer.
- 5.5.2 Employees will repay any overpayments falling within the above criteria and agree to make such repayment within a reasonable period considering the value in question. The Employer will not be unreasonable in its request regarding a payment period.
- 5.5.3 Any overpayment not recovered from the Employee as at the date of the termination of the Employee's employment, may be deducted from any other entitlements owed to the Employee (provided that deduction was agreed in writing).
- 5.5.4 If there is a dispute about the overpayment the Employee may use the dispute procedure in this Agreement and the Employer shall withhold any deduction recovery action under this clause until the matter is resolved.

5.6 ALLOWANCES & PENALTIES

5.6.1 Other Aircraft Type

- 5.6.1.1 If a new aircraft type is introduced the maximum base salary will be based on the C604 salary. Additional group payments however will be paid. This is for up to two additional types.
- 5.6.1.2 If an aircraft type as set out in Schedule 1 is no longer operated in a base because another type is replacing that aircraft, affected Employees will not lose pay whilst they are being trained and endorsed on the new aircraft type.
- 5.6.1.3 If an aircraft type is no longer operated in an Employee's base due to loss of a contract and that aircraft is not being replaced, the Employee will not receive salary or licence payments based on that aircraft type. Payment of base salary and allowances thereafter will be based on the licences that the Employee holds that are applicable to the aircraft that the Employer operates in the Employee's base.
- 5.6.1.4 If the provisions of either clause 5.6.1.2 or 5.6.1.3 apply to an Employee, the salary and allowances the Employee receives for the aircraft no longer operating at the Employee's base will be "grandfathered" such that the Employee will not lose pay. The Employee's grandfathered pay will continue to apply until the employee's new salary and allowances surpass it.

5.6.2 **Licence payments**

- 5.6.2.1 Subject to the conditions in this clause, an Employee will receive licence payments as set out in Schedule 2.
- 5.6.2.2 Licence payments only apply to aircraft operating at the Employee's base. For the purpose of this clause, "operating at the Employee's base," means an aircraft that overnights and or transits through the Employee's base at least once per week.
- 5.6.2.3 Where an Employee holds a licence that applies to aircraft not operating in the Employee's base and the Employee is subsequently called upon to use that licence, the Employee will receive a pro rata base salary and licence payment based on the time spent working with that licence. A minimum payment of one-month's base salary and licence payment will apply in these circumstances, up to a maximum total of 12 pro rata payments (12 months' pay) in any one financial year.

5.6.3 **Time Away from Home Base**

- 5.6.3.1 For every 7 days that an Employee is deployed away from home base, the Employee will receive one paid day free of duty to be taken at the commencement of the Employee's next roster cycle or as otherwise at a time mutually agreed with the Employer.

5.6.4 **Leading Hand and SBE Allowances**

5.6.4.1 SBE Allowances

- (a) SBE Allowance
 - 1. A SBE supervisory allowance is payable to employees appointed in writing by the Employer as a Senior Base Engineer (SBE) at their Home Base.
- (b) Additional Base Allowance
 - 1. An Additional Base Allowance as set out in Schedule 4

applies to an SBE who has been appointed in writing by the Company to manage one or more maintenance base(s) in addition to their Home Base ("**Additional Base**") in a situation where there are no SBE's present in the additional base(s). In this clause Additional Base means a manned base with no local SBE oversight. The IOT (Christmas and Cocos Islands) are considered one base.

2. The allowance will apply for each Additional Base and may be paid in addition to the Additional Aircraft Type Allowance at clause (c) if applicable.
3. The Additional Base Allowance is payable on a pro rata basis for the period in which the Employer appoints the SBE to perform these duties. The Employer may at its discretion discontinue the appointment before the due date by the giving of one (1) months' notice.

(c) Additional Aircraft Type Allowance

1. An Additional Aircraft Type Allowance as set out in Schedule 4 applies to an SBE who is appointed in writing by the Employer to manage more than one Aircraft Type at their Home Base and/or at an Additional Base as prescribed by sub clause (b) herein ("**Additional Aircraft Type**").
2. The allowance will apply for each Additional Aircraft Type and may be paid in addition the Additional Base Allowance under clause (b) above if applicable.
3. The Additional Aircraft Type Allowance is only payable for the period in which the company appoints the SBE to perform these duties. The Employer may at its discretion discontinue the appointment before the due date by the giving of one (1) months' notice.

5.6.4.2 Leading Hand Allowances

(a) Leading Hand Allowance

1. A Leading Hand Allowance as prescribed in Schedule 4 is payable to an Employee appointed by the Employer to this role. The allowance applies for the period of the Employee's appointment by the Employer.
2. An appointment as a Leading hand may be revoked based on performance issues.

5.6.5 **Overtime**

The number of hours worked for the purposes of calculating any overtime payable under clause 4.3 will exclude any hours worked or paid as a Call Out and Call In as defined below.

5.6.6 **Call Out**

(a) If, without prior notification from the Employer, an Employee is recalled to work on their rostered day off or upon having already left the Employee's place of work, the Employer will pay the Employee's a callout payment as specified in Schedule 4 plus a payment calculated at the Employee's hourly rate plus 50% for each hour worked.

(b) The calculation of hours worked under this clause will include travelling to the

place of work to attend to the call-out.

5.6.7 Call In

- (a) An Employee may, with prior notification from the Employer, be required to attend work or training, between shifts (other than an aircraft type course).
- (b) Where this occurs, the Employee will be paid for all time worked at the Employee's hourly rate plus a loading of 50%. A minimum of 4 hours payment will apply to a call in
- (c) Call-in time commences at the time the Employee starts work or training and does not include travelling time.

5.6.8 Approval of Call Outs and Call ins

Call-ins or Callouts must be approved by the person with delegated responsibility prior to commencement of such duties. Any hours claimed as work must be detailed on the appropriate Call-in/Call-out Form.

5.6.9 Higher Duties

5.6.9.1 If an Employee is required by the Employer to act as the Senior Base Engineer for a minimum of one shift the Employee will be paid a pro rata supervisory allowance appropriate to the period of time worked in the higher duties.

5.6.9.2 The allowance for higher duties will be claimed in accordance with the following formula:

\$ Per Annum applicable SBE allowance divided by 1820 multiplied by the number of hours acting in that position.

5.6.10 Travel Allowance

5.6.10.1 When an Employee is required by the Employer to travel in support of their duties, the Company's prevailing travel policy will determine the Employee's class of transportation.

5.6.10.2 When an Employee is deployed on overseas travel, they can claim a cash advance equating to the applicable allowances due to them for the approved planned duration of the travel. The Employee must reconcile the advance with actual receipts and allowances due upon return from the travel.

5.6.10.3 Where the Employee receives appropriate notice of impending travel that entitles the Employee to allowances, the Employee may lodge an expense claim for the applicable allowances. The Employer will process the claim in the next available pay run.

5.6.11 Accommodation and Meal Allowances

5.6.11.1 When an Employee is away from Home Base (but within Australia) on a layover, the Employer will provide the Employee with accommodation including transport to and from the airport. Where this occurs, the Employee will be paid a meal and layover allowance as described in Schedule 5.

5.6.11.2 Meal and Layover Allowances will be adjusted on 1 July each year in accordance with the Australian Taxation Office Reasonable Allowance

Limit issued for that income year.

5.6.11.3 Where the Employer and Employee mutually agree, the Employer will pay the Employee an Own Accommodation allowance as specified in Schedule 5. This allowance is in place of, and not in addition to, any other allowances in this clause or this Agreement pertaining to layovers.

5.6.12 **Skill Allowances**

5.6.12.1 The Skill Allowances set out in Schedule 3 will be paid to an Employee at the Employer's discretion based on the Employer's requirements for the Skills.

5.6.12.2 Skill Allowances payable under clause 5.6.12.1 must be confirmed in writing. Where paid, they will continue to be paid unless the Employer no longer requires the Employee to use the skill. In such cases the Employer will give the Employee a minimum of one month's notice in writing that the payment will be discontinued.

5.6.13 **Night Shift Allowance**

Night Shifts

For any shift roster involving consecutive nights (being a shift finishing after midnight) the Employee working the consecutive shifts must be paid at the rate of single time plus 7.5% for all time so worked.

5.6.14 **NDT Allowance**

A LAME who is required by the Employer to hold and apply a Non-Destructive Testing qualification will be paid an NDT Allowance as set out in Schedule 3.

PART 6 LEAVE

6.1 ANNUAL LEAVE

The leave entitlements in this clause apply to Permanent (clause 3.1) and Fixed Term Employees (clause 3.3).

6.1.1 An Employee who is required to work 7-day shift work as described by this Agreement is a shift worker for the purpose of the NES. A full time Employee who is a shift worker is entitled to 230 hours of paid annual leave (6 weeks) per year. Annual leave will accrue on a pro rata basis each month.

6.1.2 The Employer will maintain a leave roster system at each maintenance base to ensure that the outstanding leave liability does not exceed 230 hours. If an Employee does not nominate a leave period within 3 months of the full year's accrual becoming available, the Employer may roster the Employee for leave providing the Employer gives the Employee at least 30 days' notice of the commencement date unless the date and period of leave is otherwise agreed between the Employee and Employer.

6.1.3 Normally annual leave must be taken by the Employee in the year in which it accrues. The Employee may be required to take a nominated period of annual leave due to partial or complete shutdown of the business. The Employer will advise the Employee of the dates to be taken prior to the shutdown.

6.1.4 Any annual leave accrued but not taken will be paid out to the Employee on termination of employment.

- 6.1.5 The Employee will not receive any additional payment for annual leave.
- 6.1.6 An Employee may cash out their annual leave subject to the Employer's approval provided that the Employee's remaining balance of leave is not less than 4 weeks. Each cash out of a particular amount of paid leave must be by separate agreement in writing between the Employer and Employee.
- 6.1.7 Annual leave is payable at the Employee's Annual Salary. Annual leave hours paid will be deducted from an Employees accrued entitlement.
- 6.1.8 An Employer may request an Employee be recalled from annual leave. If the Employee agrees and is recalled, the Employer will pay the Employee at the "call-out" rate for the period of leave and re-credit the Employee the appropriate number of hours of annual leave not taken.
- 6.1.9 The Employer will try wherever possible to minimise disruption resulting from the recall or cancellation of annual leave, and where an Employee incurs a loss of non-refundable costs, such as travel and accommodation, the Employer will reimburse those costs provided that the Employer was advised of those costs prior to or during the process of seeking consent from the Employee for the recall.
- 6.1.10 Subject to compliance with the evidence and notification provisions in clause 6.2, if an Employee becomes ill or injured whilst on a period of Annual Leave, the Employer will credit the Employee's Annual Leave balance with all such time so certified in accordance and debit the Employee's Personal Leave accrual for the corresponding period of incapacity.
- 6.1.11 **Purchased Leave**
- 6.1.11.1 Subject to approval and operational requirements the Employee may purchase additional weeks of leave (maximum purchase allowed is four weeks) on a calendar year basis by sacrificing part of their annual salary. For instance, '48/52' means purchasing an additional four weeks of leave. The Employee's annual salary is then reduced pro-rata by four weeks and the remaining salary spread over the full calendar year. This reduces the Employee's ordinary hourly rate of pay and salary-based allowances like overtime payments and superannuation payments to accumulation of funds. The purchased additional leave will accrue progressively over the course of the purchase period.
- 6.1.11.2 Purchased leave will count as service for all purposes. If the Employee's employment terminates before all purchased additional leave is taken, the Employee will receive a payment in lieu of the unused accrued additional leave.
- 6.1.11.3 The Employee may withdraw from the purchased leave scheme. Participation will cease at the end of the next practicable pay period and the employee will revert to normal salary at the beginning of the next pay period. The purchased leave that has been funded will be paid out in one lump sum at the earliest possible time and taxed accordingly.

6.2 PERSONAL LEAVE

- 6.2.1 Permanent full-time employees are entitled to 15 days (105 hours) of paid personal leave per annum. Personal leave may be applied for and used if an Employee is unable to attend work because of a personal injury or illness (sick

leave), or because an Employee has to care for a member of their immediate family or household (carer's leave). Payment is based on the Employees Hourly Rate of pay at the time of taking personal leave.

- 6.2.2 An Employee will only be entitled to paid personal leave if the day(s) requested for leave was an ordinary day that an Employee would have been required to work. Employees will be paid for the hours that they were rostered to work on such days.
- 6.2.3 With the exception of 3 days of sick or carer's leave absence in any one financial year, the Employee is required to produce a medical certificate for any absence taken for personal leave. 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. Failure to provide either a medical certificate or a statutory declaration may result in non-payment of personal leave.
- 6.2.4 Employees will be required to provide a medical certificate as detailed above for any absence that adjoins a day off duty. If an Employee fails to produce a medical certificate as required, the Employee may not receive payment for the absence.
- 6.2.5 If an Employee is unable to attend work because of injury or illness, an Employee must inform the Employer as soon as is reasonably practicable and, in any event, prior to the start of the Employees shift, unless the Employee is unable to comply with this requirement due to reasons beyond their control. Such advice must include:
- 6.2.5.1 The nature of the injury or illness (if known); and
 - 6.2.5.2 The period the Employee expects to be away from work.
- 6.2.6 In circumstances where an Employee has exhausted their paid carer's leave entitlement the Employee is entitled to up to 3 days unpaid carer's leave for each occasion on which the Employee may have otherwise claimed paid carer's leave. A casual Employee may also access up to 3 days unpaid carer's leave, subject to meeting the notice and evidence conditions detailed above.
- 6.2.7 Unused personal leave will accrue from year to year.
- 6.2.8 Unused personal leave will not be paid out on termination.

6.3 PUBLIC HOLIDAYS

- 6.3.1 Public holidays will be those National public holidays recognised by the Act and prescribed by the relevant state Public Holidays legislation.
- 6.3.2 An Employee may be rostered to work on a public holiday.
- 6.3.3 Employees working overtime on the National public holidays will be paid at the rate of double time.

6.4 COMPASSIONATE LEAVE

- 6.4.1 An Employee (other than a casual employee) is entitled to paid leave for up to three (3) days per occasion to attend to the funeral or a life-threatening illness/injury of a member of the Employee's immediate family or household.

- 6.4.2 For the purpose of this clause, an occasion is limited to each separate life-threatening illness or injury sustained by the person concerned.
- 6.4.3 An Employee will receive payment for the days of absence in accordance with the minimum standards of the NES.
- 6.4.4 An Employee must advise the Employer as soon as possible of the Employee's need to take compassionate leave.
- 6.4.5 Compassionate leave is non-cumulative.
- 6.4.6 An Employee may be required to produce suitable evidence for the Employer's requirement to take and be paid for compassionate leave.

6.5 LONG SERVICE LEAVE

- 6.5.1 For Employees employed by the Employer or by Cobham Aviation Services Australia Pty Ltd prior to 25 April 2019, the following provisions apply.
 - 6.5.1.1 An employee is entitled to long service leave in accordance with the South Australian Long Service Leave Act 1987.
 - 6.5.1.2 An Employee may with the Employers agreement cash out some or all of their Long Service Leave entitlement. Applications to cash out long service leave must be made in writing and are subject Company approval.
 - 6.5.1.3 With the Employers approval Employees may access their pro-rata entitlement after 7 years continuous service with us.
- 6.5.2 For employees who are employed after 25 April 2019 the following conditions apply.,
 - 6.5.2.1 long service leave shall apply in accordance with the long service legislation applicable in the State of the employee's Home Base.
 - 6.5.2.2 Employees covered by this clause may, where the applicable state long service legislation permits it, apply to the Employer to cash out long service leave consistent with the conditions in that legislation.

6.6 PARENTAL LEAVE

An Employee is entitled to Parental Leave in accordance with the NES.

6.7 LEAVE WITHOUT PAY

An Employee may request leave without pay. The approval of leave without pay is entirely at the prerogative 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

6.8 COMMUNITY SERVICE LEAVE

- 6.8.1 An Employee is entitled to be absent from work for the purposes of performing eligible Community service activities, including Jury Service as provided in the NES.

6.8.2 Approval for community service leave requires the Employee to provide notice to the Employer as soon as practicable, and advise the period, or expected period of absence.

If required by the Employer, the Employee must provide evidence that the absence was to engage in an eligible community service activity.

6.8.3 Absence for Community Service leave is unpaid, except in relation to Jury Duty.

6.8.4 Payment to Employees (other than casuals) on Jury Service

6.8.4.1 This sub-clause applies if:

- (a) in accordance with this sub-clause, an Employee is absent from their employment for a period because of jury service, and
- (b) the Employee is not a casual Employee.

6.8.4.2 Subject to the conditions below, the Employer shall pay the Employee at the Employee's Hourly Rate for the Employee's ordinary hours of work in the period.

6.8.4.3 The Employer may require the Employee to provide evidence that would satisfy a reasonable person:

- (a) that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled, and
- (b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.

6.8.4.4 If the Employer requires the Employee to provide the evidence referred to above:

- (a) the Employee is not entitled to payment under this clause unless the Employee provides the evidence, and
- (b) if the Employee provides the evidence - the amount payable to the Employee is reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence.

6.8.4.5 If an Employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than ten (10) days in total:

- (a) the Employer is only required to pay the Employee for the first ten (10) days of absence, and evidence referred to above need only relate to the first ten (10) days of absence; and
- (b) the reference in sub-clause (a) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first ten (10) days of absence.

6.8.5 Definitions

In this clause:

6.8.5.1 Jury service pay means an amount paid in relation to jury service under

a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.

6.8.5.2 Jury service summons means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.

6.8.6 **State and Territory Laws are not excluded**

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.

6.9 **DEFENCE FORCE LEAVE**

6.9.1 Where a permanent Employee is a member of an Australian Defence Reserve, and subject to the Employer's approval based on operational requirements, they will be entitled to two (2) 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 the Employee's Salary in accordance with Schedule 1 of this Agreement.

6.9.2 A permanent Employee may also take an additional two (2) weeks leave without pay to attend Defence Reserve training or exercises. An Employee will not be entitled to any reimbursement as per clause 6.9.1 of this Agreement.

6.9.3 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.

6.10 **FAMILY & DOMESTIC VIOLENCE LEAVE**

Family and Domestic Violence leave will apply in accordance with the NES.

PART 7 TERMINATION

7.1 **TERMINATION BY THE EMPLOYER**

The Employer may terminate an Employee's employment in the following indicative (but not exclusive) circumstances:

7.1.1 Serious misconduct by the Employee.

7.1.2 A fundamental or serious breach by the Employee of the Employers policies and practices.

7.1.3 A fundamental or serious breach by the Employee of this Agreement.

7.1.4 A failure by the Employee to perform or conduct themselves to a satisfactory standard on a consistent basis (and the Employee has been told the problems with their performance and been given an opportunity to improve to the required standard).

7.1.5 The process in 7.1.4 above will be repeated as necessary, but generally on no more than three occasions regarding similar conduct before notice of termination is given. Prior to termination of the Employee's employment a warning will be

provided formally and in writing to the Employee.

- 7.1.6 The withdrawal of or the Employee's inability to hold their ASIC card for any reason by the relevant Authority.
- 7.1.7 If the Employee has been found guilty of misconduct that results in their loss of licence as an Aircraft Maintenance Engineer.
- 7.1.8 Conduct that would warrant summary dismissal at common law.
- 7.1.9 If an Employee is persistently absent or late without proper cause.
- 7.1.10 An act of gross negligence by the Employee.
- 7.1.11 The Employee's position is no longer required (redundant).

7.2 PERIOD OF NOTICE

7.2.1 Notice of termination by the Employer

- 7.2.1.1 In order to terminate an Employee's employment if the Employee is a full-time, part-time permanent Employee or a regular and long term casual employee (as defined), the Employer will give the Employee four (4) weeks' notice.
- 7.2.1.2 In addition to this notice, if the Employee is over 45 years of age at the time of giving notice with not less than two (2) years continuous service, the Employee is entitled to an additional one (1) weeks' notice.
- 7.2.1.3 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 for the period of notice not worked.
- 7.2.1.4 In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice (had their employment not been terminated) will be used.
- 7.2.1.5 Notice of termination of employment will be communicated to the Employee in writing. The notice will state the reasons for the termination. The Employee will be given notice, or pay in lieu of notice, as specified in clause 7.2.1.1.
- 7.2.1.6 The period of notice in this clause, shall not apply in the case of dismissal for the reasons set out in sub clauses 7.1.1, 7.1.2, 7.1.3, 7.1.4, or 7.1.5, or if the Employee is a Casual Employee or an Employee engaged for a specific period of time or for a specific task or tasks or the Employee is summarily dismissed in accordance with the Act.

7.2.2 Notice of termination by the Employee

- 7.2.2.1 The notice of termination required to be given by the Employee is the same as that required by the Employer, save and except that there is no requirement on the Employee to give additional notice based on the Employee's age.

- 7.2.2.2 If an Employee fails to give notice, the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

7.3 REDUNDANCY

7.3.1 Definition

Redundancy occurs when the Employer decides that it no longer requires the job done by the Employee or to be done by anyone.

7.3.2 Discussions prior to redundancy

7.3.2.1 Where the Employer has made a definite decision that it no longer wishes the job that the Employee has been performing to be done by anyone and the Employer's decision may lead to termination of the Employees employment, the Employer will immediately discuss the situation with the Employee and any other Employees directly affected. The Employee may involve their representative in these discussions. The Employers discussions will cover among other things the reasons for the proposed termination, the proposed method of selecting employees for redundancy and measures to mitigate the adverse effects of any proposed redundancies.

7.3.2.2 Subject to the operational requirements of the business, selection for redundancy will consider:

- (a) Retention of experience, competency, and qualifications of the Employees
- (b) Length of service of the Employees
- (c) Expressions of interest in voluntary redundancy as part of the process
- (d) Transfer to another base or roles if positions are vacant for which the Employee is qualified or can be reasonably retrained to.

7.3.3 Notification of Redundancy

7.3.3.1 As soon as practicable, but prior to the termination of the Employee's employment, the Employer will give the Employee a written notice containing the following:

- (a) Date and time of the proposed redundancy
- (b) Details on the proposed monetary entitlements the Employee is to receive including the manner and method by which those entitlements have been calculated
- (c) Reasons for the redundancy
- (d) Date and time of the proposed redundancies

7.3.4 Reclassification to lower paid duties

If the Employer offers and the Employee accepts a reclassification to lower paid duties because of the Employee's position becoming redundant, the Employee will be entitled to the same period of notice as if their employment had been terminated. The Employer may at its discretion, make payment in lieu of notice by an amount equal to the difference between the Employee's former ordinary rate of

pay and the new ordinary time rate for the number of weeks of notice still owing. In this situation, no severance pay is payable.

7.3.5 Severance pay

7.3.5.1 In addition to the period of notice prescribed for ordinary termination, if an Employee's employment is terminated by reason of 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
10 years and less than 11 years	16 weeks' pay
11 years and less than 12 years	17 weeks' pay
12 years and less than 13 years	18 weeks' pay
13 years and less than 14 years	19 weeks' pay
14 years and over	20 weeks' pay

In addition, an employee with not less than ten years continuous service, who is over the age of forty-five years, is entitled to an additional four weeks' severance pay.

7.3.5.2 **Weeks' pay** in this clause means the Employee's Annual Salary divided by 52 weeks.

7.3.6 Alternative employment

7.3.6.1 If the Employer helps to find the Employee suitable alternative employment acceptable to the Employee with another employer, the Employer may not be obliged to pay severance pay. In such an event, the Employer may make an application to the FWC for determination on an amount, if any, that the FWC considers appropriate.

7.3.6.2 If the Employer is purchased or acquired by another business and the Employee accepts employment with that business or refuses a reasonable offer of suitable employment with that business, the Employer will not be obliged to pay severance pay. Section 122 of the Act (NES - Termination & Redundancy) will be relied upon for the purposes of determining entitlements in such an event.

7.3.7 Employees exempted

This clause does not apply where the Employee's employment is terminated for a reason other than redundancy, the Employee has not completed 12 months continuous service, to a casual Employee of any kind, an Employee serving a probationary period, or an Employee engaged on a fixed term or task contract where employment comes to an end at the end of that contract.

7.3.8 Time off for Seeking Alternative Employment

During the period of notice of termination given by the Employer, the Employee shall be given a time off as mutually agreed without loss of pay.

7.3.9 Cessation of Employment during Notice

An Employee whose employment is terminated on the grounds of redundancy may cease employment during the period of notice and if so, shall be entitled to the same benefits and payments under this clause as if they had remained with the Employer until the expiry of such notice.

7.3.10 Statement of Service

A Statement of Service will be provided to the Employee at the time of their termination upon request.

7.4 RETURN OF PROPERTY

7.4.1 Upon termination of employment for any reason, the Employee must immediately return all property belonging to the company.

7.4.2 Any outstanding property not returned, costs or moneys owed by the Employee to the Employer will, subject to a written agreement being in place between the employer and the employee, be deducted from the final payment of moneys made to the Employee by the Company. Where there is no written agreement in place and/or property, costs or money remains owed to the Employer, nothing in this clause limits the capacity of the Employer to seek recovery of same.

PART 8 ADDITIONAL EMPLOYMENT CONDITIONS

8.1 DUTIES

8.1.1 Employees will approach work in a fully flexible manner. The allocation of duties and the location of work will be rostered at the Employer's discretion considering operational requirements.

8.2 LOCATION AND TRANSFER

8.2.1 An Employee will initially be located in the workplace nominated in the Offer of Employment letter to the Employee. The Employee may subsequently be required to work in any of the Employer's operational locations in Australia. This Agreement includes conditions that will apply to an Employee's employment in the event that the Employee moves from one work location to another at either the Employer's or the Employee's initiative.

8.2.2 In the event of a transfer from one work location to another, either on a temporary or permanent basis, the Employer will negotiate a transfer package considering the Employee's specific requirements using the following parameters as a guide. In this clause, temporary means for a period of time other than on a permanent ongoing basis.

Where reference is made to "immediate family" in this clause it means the Employee's spouse, defacto partner and/or Children:

8.2.2.1 In the case of a temporary transfer, the Employer will pay all reasonable travel, accommodation, meals and out-of-pocket expenses incurred by the Employee during the period of the temporary transfer.

8.2.2.2 Where an Employee transfers from one location to another on a permanent basis at the request of the Employee (including in relation to applying for a vacant role), the Employee will be responsible for all expenses associated with the relocation.

8.2.3 Where an Employee transfers from one location to another on a permanent basis upon the Employer's written direction the Employer will pay all reasonable costs for the following:

- moving of the Employee's personal effects, household goods and furniture. Large items, or a large quantity to be moved will be subject to agreement as to reasonableness.
- moving of one (1) car owned by the Employee or their immediate family.
- storage of the Employee's goods and furniture where required for a period of up to 30 days
- removal and storage insurance for the goods noted above for a period of up to 30 days.
- economy class airfares for the Employee and their immediate family.
- reasonable accommodation and meals for the Employee and their immediate family where an Employee elects to drive their own vehicle (in the Employee's own time) to the new location for a reasonable period of time, taking into account the distance to be travelled
- A maximum of 14 days motel accommodation at the Employee's new location.

8.3 INSURANCE AND INDEMNITY

8.3.1 Indemnity

8.3.1.1 The Employer will provide on the Employees behalf, legal representation insurance for Licenced and Unlicensed Aircraft Maintenance Engineers to a maximum value of \$105,000 per occurrence. This insurance will cover the Employee against all action taken by parties other than the Employer for any incident, accident, and occurrence relating to the performance of the Employee's duties.

8.3.1.2 When travelling on an aircraft on Company business as a non-ticketed or non-fare paying passenger the Employee will be considered to be working and covered by the Company's relevant insurance as applicable.

8.4 UNIFORMS

8.4.1 Permanent Employees will be supplied with a uniform and safety footwear that must be worn whilst on duty. It is the Employee's responsibility to maintain the uniform in a reasonable standard. Cold weather gear and personal protective equipment will be made available to Employee as required.

8.4.2 The Employer will pay the Employee a boot allowance of \$80 per annum or \$160 every two years. Alternatively, the Employer will supply Kevlar boots on a wear and tear basis. The Employer reserves right to require that an Employee's boots

be replaced as reasonably required.

8.5 TRAINING

- 8.5.1 Should an Employee not complete the required mandatory training which results in the loss of Company authorisation the Employee's salary will revert to a Miscellaneous Group 20 classification (provided that the Employee does not hold another relevant authorisation that is required by the Employer).
- 8.5.2 Where the Employer requires specific Employees to have their B1 restrictions removed, the Employer will fund the removal of the B1 restrictions, and the Employer will pay for the additional licence group(s) once the un-restricted licence has been secured.
- 8.5.3 Where an Employee self-funds the lifting of B1 restrictions the Employer will provide assistance by funding 50% of the costs to a maximum of \$5,000.00 upon:
- 8.5.3.1 the conclusion of the required training and
 - 8.5.3.2 once the restrictions have been lifted from both the category and the rating and
 - 8.5.3.3 on the production of satisfactory receipts.
- The Employer will not automatically pay for the additional licence group once the restricted licence has been secured. Each case will be reviewed on an "as needs" basis by work location/port.
- 8.5.4 The Employer will fund the transition of B2 engineers to B1 in the same way as that set out in clauses 8.5.2 and 8.5.3 above.
- 8.5.5 Training and personal development are an important part of the Employee's employment.
- 8.5.6 The Employer will provide the training to ensure the Employees have all the skills, competency and knowledge needed to perform the work required in the Employees appointed position.
- 8.5.7 The Employee is required to undertake training to enhance and broaden their work skills as required by the Employer. By agreement with the Employer, Employees may train for higher or alternative positions. This training will not entitle the Employees to the rate of pay for that higher or alternative position unless the training is completed, and the Employer requires the Employee to use such skills in performing certain duties.
- 8.5.8 Provided that the Employer has consulted with the Employee and the Employee agrees, some training may be undertaken in the Employee's own time on a non-paid basis.
- 8.5.9 The Employer will meet the costs of any training that the Employer directs an Employee to undertake.
- 8.5.10 An Employee may be required to teach work skills and procedures to other Employees as necessary or when directed by the Employer.
- 8.5.11 Where an Employee is required to travel to attend training, the Employee will receive their normal days' pay for that day.

8.5.12 Where the Employee incurs out of pocket expenses for Employer approved or directed training, the Employer will reimburse the Employee for these provided that the expenses are reasonable, and the Employee has receipts or other evidence of the expense incurred.

8.6 CORPORATE DISCOUNTS

8.6.1 Where the Employer is able to access corporate discounts for any products or services provided by an external party and is able to pass these onto Employees, it will do so. Products or services that may be available include;

- 8.6.1.1 Private health insurance
- 8.6.1.2 Life insurance
- 8.6.1.3 Income protection insurance
- 8.6.1.4 Qantas or other airline club membership

8.7 CHANGE OF OWNERSHIP

8.7.1 Where there is transfer of business in accordance with the conditions in the Act, the terms of this Agreement may continue to apply. If this should occur this Agreement will continue to apply to the Employee.

8.8 TRAVEL ON CHARTER AIRCRAFT

8.8.1 Where the Employer requires the Employee to travel on chartered aircraft in the course of their duties, that aircraft will be, as a minimum standard, a twin engine (preferably turbine powered) IFR maintained and operated aircraft. The Employer will establish and maintain a list of approved charter operators who meet these standards. By mutual agreement alternative arrangements may be agreed to, provided that an acceptable level of safety is maintained.

8.9 EXPENSE REIMBURSEMENT

8.9.1 Provided that the Employer has approved the expenditure in advance, the Employer will reimburse the Employee for any reasonable costs incurred on its behalf upon production of receipts or other evidence.

8.10 PROVISION OF SERVICE TO RELATED COMPANIES

8.10.1 The Employer and the Employee may agree in writing that the Employee provide services of the same nature to a body corporate that is related to the Employer within the meaning of Corporations Act 2001 (Cwth) and these services will not attract any additional remuneration (except as otherwise agreed). Such arrangements will be on a secondment basis, wherein the Employee retains employment with the Employer throughout the period of the secondment.

8.11 PERFORMANCE DEVELOPMENT

8.11.1 The Employee's job performance and competency may be reviewed annually by the Employee's Manager.

8.11.2 The reviews will assess the Employee's performance against the key responsibilities of the Employee's position and work operating manuals. The

Employer will discuss with the Employee those areas which are being handled well and those which may require attention, improvement or additional training. The review is also an opportunity for the Employee to express to the Employer their views regarding their work, career and the Employees performance in meeting agreed expectations.

- 8.11.3 Development plans arising from that review may include training, including that of which would fall under clause 8.12, Training and Development Bonds.

8.12 TRAINING & DEVELOPMENT BONDS

8.12.1 Conditions of Training

8.12.1.1 The Employer and an Employee may enter into a training bond to cover the cost of training and/or the relocation of an Employee to facilitate an employee's progression, career and skills. The Employer will provide and fully pay for the Training and/or specified relocation expenses (being relocation expenses or costs beyond those to which the employee is entitled under this Agreement), agreed to be a value ("Value") as specified in the Bond Agreement between the Employee and the Employer at Schedule 7.

8.12.1.2 In return for the benefits of the Training and/or relocation expenses, 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.

8.12.1.3 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. In the case of redundancy, retirement over 65 years of age or retirement on medical grounds the Debt will not apply. The Employer will consider repayment of the Debt on a case-by-case basis for compassionate reasons.

8.12.2 It is agreed that the 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.

8.12.3 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 into between them, meaning that any previous 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

8.12.4 The Value of the training component of a bond for each course in sub-clause is as follows:

Challenger 604 Course - \$15,000 over 3 years
All other Type Courses - \$10,000 over 2 years
Non-Type Course training - as agreed with the Employee

8.12.5 A discount to the Value of the bond will be applied to existing Employees for their completed years of service as follows:

5 - 7.5 Years	25%
7.5 - 10 years	35%
10 years plus	50%

8.12.6 A Debt will not be enforced to the extent that it results in the Employee's total remuneration in the completed part of the return of Service Period equating to an amount that is less than \$1000 more than the total remuneration to which the Employee would be entitled under Award for the same period. A reconciliation will be conducted by the Employer and provided to the Employee to demonstrate that comparison of remuneration.

8.13 ACCIDENTS & INCIDENTS

8.13.1 In the event that an Employee has any involvement in an Accident or Incident as defined in relevant regulatory instruments (i.e. CASR's, Air Navigation Act), the Employee may be required by the Employer to make a statement, without prejudice, as soon as practicable. Such statement may be made in the presence of a friend or representative.

8.13.2 Before or after receiving the statement the Employer may stand the Employee down with pay whilst a comprehensive report is compiled and considered. If the Employer is satisfied with the report and no further action is required, the Employee will be cleared to return to normal work.

8.13.3 If it is proposed to further interview the Employee in connection with their alleged involvement in an Accident or Incident which may lead to disciplinary action against the Employee, the Employee will be informed by the Employer:

- (a) of the purpose of the interview
- (b) of the charge against the Employee and an outline of the reasons therefore
- (c) that disciplinary action may result
- (d) that the Employee is entitled to be accompanied and represented by a person of their choice

8.13.4 In these circumstances the Employee may request reasonable time to become familiar with the matters in issue.

8.13.5 If the Employee elects to be accompanied and/or represented, the Employer may require that the Employees representative be informed of the matters referred to above.

8.13.6 If, following such interview, the Employer proposes to dismiss, suspend without pay, or remove the Employee from a supervisory position; the Employee will be informed of that proposed disciplinary action in the presence of their representative, if any.

8.13.7 If the Employee is dissatisfied with the Employers decision, the matter may be referred to the FWC, in accordance with the final steps of the Dispute process in this Agreement.

SIGNED FOR AND ON BEHALF
Leidos NAS Pty Ltd
(ABN: 63 062 415 392)

DocuSigned by:
Alexandra McFadyen
C5AB2BD09A454E9...

Name: Alexandra McFadyen
Position: Head of workplace Relations
Address: 42 Lakeview Drive, Scoresby, Vic 3179

Dated: 11/20/2023

In the presence of:

Witness:

DocuSigned by:
[Signature]
414BE444D73B434...

Kathleen Upton
Name:
Address: 52 Lakeview drive
Scoresby via 3179

Dated: 11/20/2023

SIGNED BY EMPLOYEE BARGAINING REPRESENTATIVES

DocuSigned by:
Martin Galea
264363A7F5C44DF...

Name/Capacity: Martin Galea
Address: 3 Slade Crt
Darwin Airport , N.T. 0835

Dated: 21-11-23

Position Title: Senior Base Engineer

In the presence of:

Witness:

DocuSigned by:
Damie Hamill
36B77DB650854EB...

Name: Jamie Hamill
Address: 8 Harmanis Street
Wanguri 0810

Position Title: LAME

SCHEDULE 1.1 SALARY - LICENCED AIRCRAFT MAINTENANCE ENGINEER

Classification	Salary at 30 June 2021	First Pay Period on or After ("FPPOA") 1 July 2021	First Pay Period on or After ("FPPOA") 1 July 2022
Challenger 604			
Single	\$ 117,306.20	\$120,825.39	\$126,987.48
Dual	\$ 122,557.59	\$126,234.32	\$132,672.27
Triple	\$ 127,805.56	\$131,639.73	\$138,353.35
4 Categories	\$ 132,892.59	\$136,879.37	\$143,860.22
5 Categories	\$ 137,813.52	\$141,947.93	\$149,187.27
DASH 8 Engineers			
Single	\$105,976.50	\$109,155.80	\$118,722.74
Dual	\$ 109,508.00	\$112,793.24	\$122,545.70
Triple	\$ 113,041.05	\$116,432.28	\$ 126,370.33
4 Categories	\$ 116,330.15	\$119,820.05	\$ 129,930.88
5 Categories	\$ 119,719.24	\$123,310.82	\$ 133,599.67
Group 20 License	\$84,727.00	\$87,268.81	\$91,719.52
Group 21 License	\$84,727.00	\$87,268.81	\$91,719.52
PT6			
PT6	\$91,505.14	\$94,250.29	\$99,057.06
Licensed	\$68,945.33	\$71,013.69	\$ 74,635.39

NDT Classification	Salary @ on FPPOA Approval of the Agreement
NDT Trainee Class 1 Previous trade related training	\$63,000.00
NDT Trainee Class 2 Basic understanding of NDT methods consistent with the commencement of training course in NDT methods	\$74,500.00
NDT Inspector Class 1 Hold a company approval in one (1) NDT method and qualifying to AS 3669 level 2 requirements (Note 1)	\$98,000.00
NDT Inspector Class 2 Hold a company approval in three (3) NDT methods and qualifying to AS 3669 level 2 requirements	\$110,000.00

NDT Classification	Salary @ on FPPOA Approval of the Agreement
Senior NDT Inspector Class 1 Hold a company approval in 4 NDT methods and qualifying to AS 3669 level 2 requirements and hold a radiation safety license	\$122,000.00
Senior NDT Inspector Class 2 Hold a company approval in 5 NDT methods and qualifying to AS 3669 level 2 requirements	\$128,000.00

No of Categories pre Part 66	Part 66 Descriptions	Examples
Single Category Licence	B1 Engineer with EI & E2 or EI & E3 exclusions	B1 with AF only
	B2 Engineer with EI & E7, or EI & EB, or E7 & EB exclusions	B2 with Elec only, no INST or RAD
Dual Category Licence	B1 Engineer with EI, E4 & ES exclusions	B1 with AF and ENG
	B2 Engineer with EI or E7 or EB exclusions	B2 with ELEC and INST only
Triple Category Licence	B1 Engineer with E4 & ES exclusions	B1 with AF, ENG and ELEC
	B1 engineer	Nil, full B1 privileges
	B2 engineer	B2 with INST, ELEC and RAD
Four Category Licence	B1 & B2 Engineer with an EI or E2 or E3 or E7 or EB exclusion	B2 with INST, ELEC, RAD and ENG
Five Category Licence	B1 & B2 engineer	Typical 5 Cat engineer

SCHEDULE 1.2: SALARY - AIRCRAFT MAINTENANCE ENGINEER

Classification	Salary at 30 June 2021	First Pay Period on or After ("FPPOA") 1 July 2021	First Pay Period on or After ("FPPOA") 1 July 2022
Aircraft Maintenance Engineer			
Grade 6	\$79,567.50	\$81,954.53	\$86,134.21
Grade 5	\$74,395.08	\$76,626.93	\$80,534.91
Grade 4	\$70,262.00	\$72,369.86	\$76,060.72
Grade 3	\$66,128.95	\$68,112.82	\$71,586.57
Grade 2	\$63,649.12	\$65,558.59	\$68,902.08
Grade 1	\$59,616.05	\$61,404.53	\$64,536.16
AME Cert II			
Grade 5	\$68,608.79	\$70,667.05	\$74,271.07
Grade 4	\$64,475.72	\$66,409.99	\$69,796.90
Grade 3	\$61,169.26	\$63,004.34	\$66,217.56
Grade 2	\$58,276.13	\$60,024.41	\$63,085.66
Grade 1	\$54,143.10	\$55,767.39	\$58,611.53
Post Trainee	\$48,793.91	\$50,257.73	\$52,820.87
Trades Assistant			
Grade 5	\$62,822.51	\$64,707.19	\$68,007.25
Grade 4	\$58,689.44	\$60,450.12	\$63,533.08
Grade 3	\$56,209.60	\$57,895.89	\$60,848.58
Grade 2	\$52,903.16	\$54,490.25	\$57,269.26
Grade 1	\$48,770.08	\$50,233.18	\$52,795.07

Approval for the payment of an Employee's appointment to a level or grade needs to be authorised by the Head of Maintenance.

The following table is a guide to the Grades:

Grade	AME Cert II and IV combined	Trades Asst
Grade 6	AME with over 10 years' experience with minimum 5 years on type or LAME not type rated, or holder of company authorization for component or	Over 10 years' experience

Grade	AME Cert II and IV combined	Trades Asst
	aircraft maintenance	
Grade 5	Cert 4 with over 5 years on type experience	8 – 10 years' experience
Grade 4	Cert 4 with over 5 years aviation experience	5 – 8 years' experience
Grade 3	Cert 4 with 2 – 5 years' experience	3 – 5 years' experience
Grade 2	Cert 4 in Aeroskills 0 – 2 years on job experience or Cert 2 and 2 – 5 years' experience	Entry level no aviation experience but mechanical experience/qualification
Grade 1	Cert 2 in Aeroskills 0 – 2 years on job experience	Entry level – no experience in aviation

SCHEDULE 2 –TYPE ALLOWANCES

Licence Type	Licence Description	Allowance at 30 June 2021	First Pay Period on or After (“FPPOA”) 1 July 2021	First Pay Period on or After (“FPPOA”) 1 July 2022
Group 20/21	Payment is applicable on each licence: - Radio - Instrument - Electrical - Airframe - Engine - Mtce Auth (MRI) Grp 20	\$1,194.46 p.a	\$1,230.29 p.a	\$1,293.03 p.a
Non-Group 20	Radio (groups 1 through 7 and 9, 10 and 12)	\$79.64 p.a	\$82.03 p.a	\$86.21 p.a
	Instrument (groups 1,5 and 8)	\$796.33 p.a	\$820.22 p.a	\$862.05 p.a
	Electrical (groups 1 and 2)			
	Airframe (groups 1, 5 and 6)			
	Engine (group 1)			
	Mtce Auth (MRI) Non-Grp 20			

A Category

A Licenced Aircraft Maintenance Engineer on type holding a valid 'A' Category Authorisation is entitled to additional group 20/21 payments to a maximum of two.

SCHEDULE 3 SKILLS ALLOWANCES

	Allowance at 30 June 2021	First Pay Period on or After ("FPPOA") 1 July 2021	First Pay Period on or After ("FPPOA") 1 July 2022
First Aid (per week)	\$14.38	\$14.81	\$15.57
Workplace Trainer Assessor (per week)	\$14.38	\$14.81	\$15.57
Confined Space Entry (minimum 3 hours, maximum 6 hours in any 24-hour period) – per week	\$7.36	\$7.58	\$7.97
NDT Allowance (per week): An Employee who is required by the Employer to hold and apply a Non-Destructive Testing qualification in addition to their substantive classification will be paid an NDT Allowance	N/A	N/A	\$96.00

SCHEDULE 4: SUPERVISORY, TRAINING AND COASTWATCH AVIONICS MISSION EQUIPMENT ALLOWANCES

The following allowances will be paid in respect of any supervisory or training appointment applying to an Employee.

Allowance	Allowance at 30 June 2021	First Pay Period on or After ("FPPOA") 1 July 2021	First Pay Period on or After ("FPPOA") 1 July 2022
Senior Base Engineers Allowance	\$8,472.71 p.a	\$8726.89	\$15,000.00 p.a
Senior Base Engineer Additional Base Allowance	-	-	\$2,000.00 p.a
Senior Base Engineer Additional Aircraft Type Allowance (per Additional Aircraft Type)	-	-	\$2,000.00 p.a
Leading Hand Allowance –	-	-	\$6420.00 p.a (from date of approval of this Agreement)
Engine Run Trainer	\$1,194.46 p.a.	\$1,230.29 p.a	\$1,293.04 p.a
Human Factors Trainer	\$227.60 Per course facilitated	\$234.43 Per course facilitated	\$246.38 Per course facilitated
Border Force Avionics Mission Equipment Allowance	\$1,194.46 p.a	\$1,230.29 p.a	\$1,293.04 p.a
Bases without a dedicated Mission Support Technician ie Broome	\$2,297.06 p.a	\$2,365.98 p.a	\$2,486.63 p.a
Practical Consolidated Trainer (PCT)	\$2,220.60 p.a	\$2,287.22 p.a	\$2,403.87 p.a
Call Out	\$234.22 per occasion	\$241.25 per occasion	\$253.55 per occasion

SCHEDULE 5 –OTHER ALLOWANCES

Allowance	Description	At 30 June 2021	FPPOA 1 July 2021	FPPOA 1 July 2022
Own Accommodation	On any layover where the Employee are responsible for providing their own accommodation, meals and transport.	\$138.33 per night	\$142.48	\$149.75
	No other meal or incidental allowances will apply.			
Meal Allowances	Breakfast Lunch Dinner		In Accordance with ATO rate	
Layover Allowances	Australian Layover		Based on ATO rate	
Travel outside Australia on Company business			Based on rate at 90% of ATO.	

SCHEDULE 6 – REMOTE BASE ALLOWANCES

Base	Allowance at 30 June 2021 \$ per annum	FPPOA 1 July 2021 \$ per annum	FPPOA 1 July 2022 \$ per annum
Darwin (DRW)	\$12,770.04	\$13,153.14	\$20,000.00
Broome (BME)	\$39,356.00	\$40,536.00	\$48,000.00
Where an employee is deployed from their home base for a continuous period of greater than two (2) months and this is agreed and approved by the Head of Maintenance	\$12,497.04	\$12,871.95	\$13,528.42

SCHEDULE 7: TRAINING/DEVELOPMENT 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, 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 payback 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 or retirement based on ill health before the Service Period is complete using the formula below.

(X divided by Y) multiplied by (V - S) 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.
- S = any contribution towards the bonded training that has been paid or salary sacrificed.

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 enterprise 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 enterprise 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 South Australia.

Employee Details	
Employee Name:	Staff Number:
Position Title:	Base / Location:
Relocation and Training Details	
Description of Training/Relocation:	
Total Value of Relocation Assistance (optional) (AUD\$): Total Value of Training (AUD\$):	Agreed Bonded Value (AUD\$):
Bond Details	
Service Period (Months):	Commencement Date Of Bond:
Other Comments / Notes	
Approvals	
Employee Signature:	Manager Signature:
General/Executive Manager Signature:	Payroll Process Signature:
Copy : Employee <input type="checkbox"/> Flight Operations <input type="checkbox"/> Employee File <input type="checkbox"/>	



Leidos NAS Pty Ltd.
Level 2, 42 Lakeview Drive
Scoresby VIC 3079

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/3941

Applicant: Leidos NAS Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Alexandra McFadyen, Head of Employee and Industrial Relations, have the authority given to me by Leidos NAS Pty Ltd to give the following undertakings with respect to the *Leidos Australia Airborne Solutions Engineering Enterprise Agreement 2023-2027* (the **Agreement**):

1. Clause 1.2.3 of the Agreement will be substituted so that it reads as follows:

“Annual Salary” means the base salary relevant to the Employee’s classification as set out in Schedule 1, plus any licence payments as set out in Schedule 2 and any supervisory allowances that are applicable to the Employee. Unless otherwise specified in this Agreement, the Annual Salary has been calculated to incorporate award payments such as annual leave loading, shift loading, ~~overtime penalties for extended shifts~~, public holiday loading and weekend penalties.

2. For the avoidance of doubt, the Applicant undertakes that clause 4.3 (Additional Hours) will apply where:

- a. a full-time Employee works in excess of the ordinary hours specified at clause 4.1.1.1 of the Agreement; or
- b. a part-time Employee works in excess of their regular pattern of work (as agreed pursuant to clause 3.1.2.3 or as varied pursuant to clause 3.1.2.4)

3. The Casual Hourly Rate for a casual Employee shall be calculated as the Hourly Rate as defined at clause 1.2.15, plus a casual loading of 25%.

These undertakings are provided based on issues raised in respect of the application for approval of the Agreement before the Fair Work Commission.

DocuSigned by:

Alexandra McFadyen

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Signature

Date: 15 November 2023