

AM 2016/3: Proposed Helicopter Aircrew Award

Without Prejudice Comments on Exposure Draft *Air Pilots Award 2020* variation 17 September 2021

Date: 13 October 20221

A. Babcock and CHC comments

Clause	Summary of comment from Babcock/CHC	Summary of response from AMWU/AWU
2	The award swaps between 'helicopter aircrew', 'helicopter aircrewperson' and 'aircrewperson' so Babcock and CHC propose adding 'helicopter aircrewperson' here. Additionally, the definition does not include 'chief aircrewperson' who is listed as a discrete classification in E.3.1, so Babcock and CHC also propose including this for clarity.	Not opposed
E.3.3	Typographical error: propose removing the space between 'air' and 'crewperson'.	Agree with Babcock/CHC comment
E.3.4	Babcock and CHC propose that the ordinary hourly rate includes the "additional qualifications" referenced in the table at E.3.3, as previously agreed with the AMWU/AWU.	Agree with Babcock/CHC comment
E.3.5	Babcock and CHC propose, consistent with the proposal to E.3.4, that the ordinary weekly rate includes the "additional qualifications" referenced in the table at E.3.3.	Agree with Babcock/CHC comment
E.4.2	<p>Babcock and CHC propose that this allowance is specified as an all-purpose allowance, as previously agreed with the AMWU.</p> <p>Do not oppose having a list of all-purpose allowances, but recognise this may be difficult in the body of the award and so propose that if included it should be in Schedule E.</p>	<p>Agree with Babcock/CHC comment.</p> <p>Propose a clause such as the previously proposed F.1.5 clarifying the allowances that are all purpose allowances</p> <p>See table of AMWU amendments for further detail</p>
E.7.2	Grammatical errors and clause cross reference errors.	Agree with Babcock comments.

Clause	Summary of comment from Babcock/CHC	Summary of response from AMWU/AWU
E.9.1	Cross-reference errors: these references should be to D.6.5 (not D.5.6) in each	Agree the cross reference is incorrect and should be amended as proposed by Babcock.
G.1	List of wage related allowances	Schedule G will have consequential amendments arising from the final award variations.

Suggested wording to give effect to some of the above changes is set out below, changes from the FWC draft are highlighted.

2. Definitions

In this award, unless the contrary intention appears:

helicopter aircrew, helicopter aircrewperson, or aircrewperson means an employee other than a pilot who is employed in helicopter operations as a Surveillance Aircrewperson, Rescue Aircrewperson, Surveillance Mission Coordinator, Aircrewperson, Line Training Aircrewperson, ~~or~~ Check and Training Aircrewperson, ~~or Chief Aircrewperson.~~

Schedule E—Sector Specific Conditions— Helicopter Operations – Aircrew

- E.1** Despite anything else contained in this award, the following clauses will apply to all employers and helicopter aircrew conducting helicopter operations.
- E.2** If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.

E.3 Minimum wages and related matters

E.3.1 Classification definitions

Classifications are defined as follows:

- (a) Surveillance aircrewperson** – A helicopter aircrewperson who is qualified and proficient in the operation of equipment and techniques necessary to be despatched on surveillance missions. A Surveillance Aircrewperson must have completed a Certificate III in Aviation or have equivalent level of skill and training.
- (b) Rescue aircrewperson** – A helicopter aircrewperson who is qualified and proficient in the operation of equipment and techniques necessary to be despatched on surveillance missions and/or to be despatched from the helicopter to a person or persons in distress and to render the necessary aid prior to evacuation by the most appropriate means. They are also responsible for passenger safety during

Passenger Transport Operations. A Rescue Aircrewperson must have completed a Certificate III in Aviation (Rescue Crewperson) or have equivalent level of skill and training.

- (c) **Surveillance mission coordinator** – A helicopter aircrewperson who is qualified and proficient in the operation of equipment and techniques necessary to be despatched as the Coordinator of surveillance missions.
- (d) **Aircrewperson** – A helicopter aircrewperson who is qualified and proficient in the techniques necessary to perform any of the following: Search and Rescue, Emergency Medical, Rappelling, Sling loading, Surveillance Missions, Passenger Transport, or Winching Operations. This may also include left front seat operations assisting and monitoring the employees. Aircrewperson are responsible for passenger safety during Passenger Transport Operations. Aircrewpersons must satisfy the requirements for an Aircrewperson/Winch operator set out in Civil Aviation Order 29.11. An Aircrewperson must have completed a Certificate IV in Aviation (Aircrewperson) or have equivalent level of skill and training.
- (e) **Line training aircrewperson** – An Aircrewperson who at the direction of the employer performs instruction and/or training duties.
- (f) **Check and training aircrewperson** – An Aircrewperson who is approved pursuant to the CAOs by the CASA to conduct, and who does so conduct at the direction of the employer, flight proficiency tests and who certifies to the competency of aircrewperson so tested. He or she is responsible for the training and operational standards of Aircrewpersons and Rescue Crewpersons.
- (g) **Chief aircrewperson** – An Aircrewperson who is approved pursuant to the CAOs by the CASA to conduct, and who does so conduct at the direction of the employer, flight proficiency tests and who certifies to the competency of Employees so tested. He or she is responsible to the Head of Check and Training for operational and training matters in relation to Cabin Staff aligned to the company Operations Manual.

E.3.2 Minimum rates

Classification	Minimum weekly rate
	\$
Surveillance aircrewperson	927.70
Rescue aircrewperson	927.70
Surveillance mission coordinator	981.50
Aircrewperson	981.50

E.3.3 Additional qualifications – supervisory aircrewpersons

	% of salary
Line training aircrewperson	5
Check and training air-crewperson	8
Chief aircrewperson	10
Check and training aircrewperson who is also Chief aircrewperson	12

E.3.4 Ordinary hourly rate

The ordinary hourly rate for the purposes of calculating overtime will be equal to the total of the minimum weekly rate plus any additional qualifications (as set out in clause E.3.3) and all-purpose allowances, divided by 38 hours.

E.3.5 Ordinary weekly rate

- (a) The ordinary weekly rate includes the minimum weekly rate, any additional qualifications (as set out in clause E.3.3), and any all-purpose allowances.
- (b) The ordinary weekly rate is to be paid each week for all types of work cycles, including any averaging of hours arrangement.

E.4 Allowances

E.4.1 Tools of trade

- (a) Where an employer requires an employee to utilise any tools of trade and does not provide those tools of trade free of cost to the employee, the employer must reimburse the employee for the reasonable cost of the purchase and maintenance of the tools of trade required in the performance of the employee's duties.
- (b) Tools of trade include the following:
 - Wet suit
 - Weight belt
 - Snorkel
 - Helmets
 - Diving fins
 - Stinger suit
 - Face mask

- Flying gloves
- Safety knife
- Diving knife
- Boots and gloves

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

E.4.2 Mobile intensive care ambulance allowance

An employee who is trained and certified with a Mobile Intensive Care Ambulance certificate or substantially equivalent certification and is required by the employer to hold that qualification as part of their duties is entitled to an **all-purpose** allowance of **356.88%** of the standard rate per year.

E.4.3 Loss of baggage allowance

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

E.4.4 Associated duty expenses

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

E.4.5 Area allowances

Clause D.4.2(a) will apply to helicopter aircrew.

E.4.6 Telephone

Clause D.4.2(b) will apply to helicopter aircrew.

E.4.7 Camping out

Clause D.4.2(c) will apply to helicopter aircrew.

E.4.8 Transport

Clause D.4.2(d) will apply to helicopter aircrew.

E.4.9 Overnight allowance

Clause D.5.4 will apply to helicopter aircrew performing on-shore operations.

E.5 Transfers

Clause D.2 will apply to helicopter aircrew.

E.6 Duty travel

Clause D.3 will apply to helicopter aircrew.

E.7 Hours of Work and Related Matters

E.7.1 Ordinary hours of work and rostering

- (a) Maximum weekly ordinary hours and requests for flexible working arrangements are provided for in the [NES](#).
- (b) The ordinary hours of employees will be in accordance with clause 15—Hours of work, days off and rest periods of this award and may average 38 hours per week over a period inclusive of meal breaks but:
 - (i) must not exceed 152 hours in 28 consecutive days; or
 - (ii) must not exceed 304 hours in 56 consecutive days.

E.7.2 Overtime

- (a) An employee **shall will** be entitled to an overtime rate for all work performed in excess of or outside that employee's ordinary hours as prescribed by an employer in accordance with clause E.7.1
- (b) The overtime rate **shall will** be the employee's ordinary hourly rate of pay (clause **E.3.2 E.3.4**) multiplied by 1.5 for the first two hours and multiplied by 2 thereafter.
- (c) When computing overtime in accordance with this clause, each day will stand alone.

E.7.3 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by that employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause E.7.3.
- (c) An agreement must state each of the following:
 - (i) The number of overtime hours to which it applies and when those hours were worked;
 - (ii) That the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) That if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked.
 - (iv) That any payment mentioned in clause E.7.3(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by this clause is set out at Schedule J—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule J—Agreement for Time Off Instead of Payment for Overtime. An agreement under this clause can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause E.7.3 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e)** Time off must be taken:
 - (i)** within the period of 6 months after the overtime is worked; and
 - (ii)** at a time or times within that period of 6 months agreed by the employee and employer.
- (f)** If the employee requests at any time, to be paid for overtime covered by an agreement under clause E.7.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g)** If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause E.7.3(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h)** The employer must keep a copy of any agreement under clause E.7.3 as an employee record.
- (i)** An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j)** An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause E.7.3 will apply, including the requirement for separate written agreements under clause E.7.3(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k)** If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause E.7.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause E.7.3.

E.8 Onshore helicopter operations specific provisions

E.8.1 Hours of duty and days free of duty

(a) Duty/flight time

Clauses D.5.5(a)(ii), D.5.5(a)(iii), D.5.5(a)(iv), D.5.5(a)(v) and D.5.5(a)(vi) will apply to helicopter aircrew performing onshore helicopter operations, provided that the reserve duty period commencing and finishing time (clause D.5.5(a)(v)) will be as agreed between the employer and the employee.

(b) Multiple day tours

Clause D.5.5(b) will apply to helicopter aircrew performing onshore helicopter operations.

E.8.2 Travelling and working away from home base

Clause D.5.6 will apply to helicopter aircrew performing onshore helicopter operations.

E.9 Offshore helicopter operations specific provisions

E.9.1 Hours of duty

Clauses ~~D.5.6(b), D.5.6(c), D.5.6(d) and D.5.6(e)~~ D.6.5(b), D.6.5(c), D.6.5(d) and D.6.5(e) will apply to helicopter aircrew performing offshore helicopter operations.

E.9.2 Travelling and working away from home base

Clauses D.6.6(a) and D.6.6(b) will apply to helicopter aircrew performing offshore helicopter operations.

E.9.3 Employees operating away from home base

Clause D.6.6(c) will apply to helicopter aircrew performing offshore helicopter operations.

B. AMWU Response to Draft Pilots Award

Clause	AMWU/AWU Comment	Babcock Response
7.4	Reference to clause 23.9 should be changed to 'recall of employee from annual leave'	No objection to AMWU/AWU proposal
10	Draft award needs to be updated with the most recent clauses dealing with casual employment arising out of the casual terms review.	Agree with AMWU/AWU comment - for FWC action
20.2	<p>Wage related allowances that are applicable to aircrew should be amended so that the monetary amount is based on the standard rate for aircrew rather than pilots.</p> <p>This affects:</p> <ul style="list-style-type: none"> • Night operations; and • Overseas duty <p>See Annexure A for particulars of the proposed amendments.</p>	It would seem an absurd result that aircrew would receive a higher allowance than pilots. We note that the standard rate definition for pilots references the lowest pilot rate from the salary table, whereas the standard rate definition for aircrew references the highest rate from the salary table. The use and calculations that flow from the standard rate definition may need review.
20.2(c)	<p>Night vision goggle entitlement should also extend to the surveillance crew classifications.</p> <p>See Annexure A for particulars of the proposed amendments.</p>	Agree in principle with AMWU/AWU comment but appropriate rate(s) will need to be developed and checked. (Currently is no requirement for surveillance NVG in CHC or Babcock.)
22.4	<p>There should be a default superannuation fund appropriate for aircrew.</p> <p>Clause should also be amended so as to allow employers to continue making payments into the funds they were making contributions to prior to being covered by this award.</p> <p>See Annexure B for particulars of the proposed amendments.</p>	Not opposed.
Proposed new clause E.3.6	<p>There should be a clause (as per that provided at the proposed clause F.1.5 of the AMWU draft award filed in December 2019) that lists those clauses that are payable for all purposes.</p> <p>See Annexure C for proposed clause.</p>	Agreed to the principle, but disagree with proposed subclause (a).

ANNEXURE A

Proposed Amendments to Draft Clause 20.2

20.2 Wage-related allowances

(a) Engineering and other duties allowances

(i) Clause 20.2(a) does not apply to employees engaged in aerial application operations or to helicopter aircrew.

(ii) In addition to all other entitlements, a pilot with approval to carry out 50 hourly inspections who, in circumstances determined by the pilot's employer is required to act on that approval, will be paid an allowance of \$86.92 per inspection.

(iii) A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid an allowance of \$43.90 for each hour or part thereof whilst so engaged in addition to all other entitlements.

(iv) In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid an allowance of \$105.36 for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.

(v) Nothing in clause 20.2(a) will be construed to remove the obligations of a pilot to supervise the loading and/or unloading of their aircraft.

(b) Night operations

(i) Clause 20.2(b) does not apply to employees engaged in aerial application operations.

(ii) Employees must be paid a personal inconvenience allowance of \$15.80 per night operation flown for pilots, and \$17.67 for helicopter aircrew.

(c) Night vision goggles

(i) Clause 20.2(c) does not apply to pilots engaged in aerial application operations.

(ii) Where an employer requires the use of night vision goggles (NVG), employees

who have been trained in the use of NVG's will be paid the NVG allowance as follows:

	\$ per annum
Single pilot command	\$8741.02
Multi pilot command	\$5825.18
Co Pilot	\$4366.56
Rescue aircrewperson/ <u>surveillance aircrewperson</u>	\$2865.88
Aircrewperson/ <u>Surveillance Mission Coordinator</u>	\$4581.35

(d) Overseas duty

(i) An employee who between sign on at home base and next sign off at home base operates into an overseas port will be paid an overseas operation allowance of \$34.24 per occasion for a pilot, and \$38.38 for helicopter aircrew.

(ii) The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the employee. These items will include but not necessarily be limited to:

- the requisite customs and entry documentation;
- accommodation, adequate currency or credit cards valid in the ports to be visited; and
- letters of introduction or similar documentation to facilitate assistance from Australian diplomatic consular representatives or appropriate neutral representatives.

(iii) Passport and vaccination expenses incurred by an employee to operate overseas will be reimbursed by the employer.

ANNEXURE B

Proposed amendments to clause 22.4

22.4 Superannuation fund

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

- (a) Aviation Industry Superannuation Trust (TAIST);
- (b) Australian Super; or
- (c) Sunsuper; or
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before ~~12 September 2008~~ [insert date variation is to take place], provided the superannuation fund is an eligible choice fund and is fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

ANNEXURE C

Proposed new clause E.3.6

F.1.5 All-purpose allowances

- (a) Any allowance which is paid to an employee for their ordinary rostered days is an all-purpose allowance.
- (b) All purpose allowances applicable to helicopter aircrew under this award include the following:
 - (i) Check and training aircrewperson allowance;
 - (ii) Line training aircrewperson allowance;
 - (iii) Night vision goggle operation allowance;
 - (iv) Mobile intensive care ambulance allowance.