

**From:** Michael Nguyen [mailto:michael.nguyen@amwu.asn.au]  
**Sent:** Friday, 17 June 2016 5:32 PM  
**To:** AMOD  
**Cc:** Donald Sutherland; Sushma Sharma  
**Subject:** AM2016/3 Proposed Helicopter Aircrew Award

Dear AMOD,

Please find attached the Union's draft Helicopter Aircrew Award filed in accordance with [directions](#) issued by Vice President Hatcher 20 May 2016.

Any parties interested in conferring about the draft in accordance with point 2 of the above direction should email me on [michael.nguyen@amwu.asn.au](mailto:michael.nguyen@amwu.asn.au) before Monday 27 June. I will attempt to arrange a conference between interested parties sometime during the week beginning 4 July to confer about the draft award.

Regards

Michael

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**Helicopter Aircrew Award 2017**

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## Part 1—Application and Operation

### 1. Title

This award is the *Helicopter Aircrew Award 2017*.

### 2. Commencement and transitional

2.1 This award commences on *1 January 2017*.

2.2 Neither the making of this award nor the operation of any transitional arrangements is to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

**employee** means national system employee within the meaning of the Act

**employer** means CHC Helicopters Pty Ltd

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

**standard rate** means the minimum wage for a Aircrewperson in clause 18.

**Union or AMWU** means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers' Union

**Senior Aircrewperson** - A crewperson who is approved pursuant to the Civil Aviation Orders by the Civil Aviation Safety Authority (CASA) to conduct, and who does so conduct at the direction of the employer, flight proficiency tests and who certifies to the competency of crewmen so tested. He or she is responsible to the Manager Flight Standards Division for the training and operational standards of Aircrewperson, Rescue Crewperson and Emergency Winch Operators aligned to the company Operations Manual.

**Training Aircrewperson** - A crewperson other than a check crewperson who at the direction of the employer performs instruction and/or training duties.

**Aircrewperson** - A member of the flight crew, other than a pilot, who is qualified and proficient in the techniques necessary to perform Search and Rescue, Emergency

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Medical, Rappelling, Sling loading, Passenger Transport and Winching Operations. This may also include front seat operations assisting/monitoring the pilots. Also responsible for passenger safety during Passenger Transport Operations. An Aircrewperson may also be a Rescue Crewperson.

**Rescue Crewperson** - A member of the flight crew other than a pilot who is qualified and proficient in the operation of equipment and techniques necessary to be despatched from the helicopter to a person or persons in distress and to render the necessary aid prior to evacuation by the most appropriate means. Also responsible for passenger safety during Passenger Transport Operations.

**Accident** has the same meaning as defined by the Civil Aviation Safety Authority.

**Incident** has the same meaning as defined by the Civil Aviation Safety Authority.

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

- 3.2** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## **4. Coverage**

- 4.1** This award covers employees who are engaged to work as aircrew of helicopters to the exclusion of any other modern award.
- 4.2** This award covers any employer which supplies labour on an on-hire basis involving employees performing the work set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business supplying to the employer.
- 4.3** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 4.4** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## **5. Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6. The National Employment Standards and this award**

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

## **7. Award flexibility**

**7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

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

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**7.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause [7.1](#); and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**7.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause [7.4\(a\)](#) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).
- 7.9** The notice provisions in clause [7.8\(a\)](#) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause [7.8\(a\)](#), subject to four weeks' notice of termination.
- 7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **Consultation and Dispute Resolution**

### **8. Consultation regarding major workplace change**

#### **8.1 Employer to notify**

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for

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alteration of any of these matters an alteration is deemed not to have significant effect.

**8.2 Employer to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

**8.3 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.



## **9. Dispute resolution**

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute about a matter arising under this award is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 2—Types of Employment and Termination of Employment**

### **10. Types of employment**

- 10.1** Employees under this award will be employed in one of the following categories:
- (a) full-time;
  - (b) part-time; or
  - (c) casual.

### **11. Full-Time**

- 11.1** Any employee not specifically engaged as being a part-time or casual employee is for the purposes of this award a full-time employee.

### **12. Part-Time**

- 12.1** An employee may be engaged to work on a part-time basis involving a regular pattern of hours that averages less than full-time weekly hours.

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- 12.2** A regular part-time employee is an employee who:
- (a) works less than full-time hours per week; and
  - (b) has reasonably predictable hours of work; and
  - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

**13. Casual employment**

- 13.1** A casual employee is one engaged and paid as such and whose engagement may be terminated at any time.
- 13.2** Casual employees will be paid a minimum of four hours for each day worked.
- 13.3** Casual employees will be paid at rates based upon salary scales in clause 18 of the award plus a loading of 25%.
- 13.4** Casual employees will not be entitled to leave as provided in clause 27 - Annual Leave, clause 28 - Personal Leave (unless provided for by NES) and clause 29.1 - Jury Service, of this award.

**14. Employer and Employee Duties**

- 14.1** An employer may direct an employee to carry out such duties and to use such tools and equipment as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award.

**15. Termination of employment**

- 15.1** Notice of termination is provided for in the NES.

**15.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

**15.3 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## 16. Redundancy

16.1 Redundancy pay is provided for in the NES.

### 16.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### 16.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

16.4 **The amount of pay** for the purposes of the NES Redundancy entitlement under clause 16.1 means the ordinary time rate of pay for the employee concerned.

### 16.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 15.3.

### 16.6 Transmission of business

- (a) Where a business is, before or after the date of this award, transmitted from an employer (in this clause called the **transmittor**) to another employer (in this clause called the **transmittee**) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.
- (b) In this clause **business** includes trade, process, business or occupation and includes part of any such business and **transmission** includes transfer,

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conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

### **Part 3—Minimum Wages and Related Matters**

#### **17. Classifications**

17.1 Classifications are defined in definitions 3.1

#### **18. Minimum wages**

**(Further Classifications required to take into account current employment standards. Minimum rates to be varied to take into account 2014, 2015, 2016 AWR decisions)**

<b>Classification</b>	<b>Relativity</b>	<b>Minimum Rate</b>	<b>Residual</b>	<b>Total</b>
Special Aircrewperson				
Senior Aircrewperson				
Aircrewperson	92.4%	\$35,755.20	\$9,945.32	\$45,700.52
Rescue Crewperson	84.5%	\$33,863.95	\$9,072.89	\$42,936.84

#### **18.1 Supported wage system**

See Schedule B

#### **18.2 National training wage**

See Schedule C

#### **19. Allowances**

##### **19.1 Safety equipment allowance**

The employee will be paid an annual allowance as per Schedule A to cover such expenses as providing, replacing and maintaining the following:

- (a) wet suit
- (b) weight belt
- (c) snorkel
- (d) helmets

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- (e) diving fins
- (f) stinger suit
- (g) face mask
- (h) flying gloves
- (i) safety knife
- (j) diving knife
- (k) wet suit
- (l) boots and gloves

**19.2** The employer will reimburse an employee a reasonable amount to cover loss or damage to an aircrewperson's "tools of trade" i.e. wet suits etc. as specified above, whilst at or operating from a specified area of operations of the employer.

**19.3 Fitness allowance**

The employee will be paid an annual allowance as per Schedule A to cover such expenses as:

- (a) gym membership;
- (b) pool entry;
- (c) fitness assessment and fitness programme; and
- (d) sports equipment such as that required to undergo the fitness test i.e. shorts, running shoes, socks, swimming goggles, swimmers etc.

**19.4 Overnight Allowance**

In addition to any other allowance, an employee will be paid an overnight allowance for each night spent away from home base as listed at Schedule A.

**19.5 Overseas allowance**

An employee who is required by his employer to work or attend training courses outside Australia, will be paid an allowance as per Schedule A.

**19.6 Continuous duty allowance**

Where a crewperson is not relieved of duty for a continuous period of 20 minutes between the fourth and fifth hours since the commencement of duty or at some other mutually agreed time he or she will be paid an allowance as at Schedule A.

**19.7 Accommodation and transport allowance**

Crewperson away from home base on flight duty, or training or other duty or when deadheading under employer direction will be reimbursed for their accommodation and transport unless these are provided by the employer.

**19.8 Meal Allowance**

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- (a) A crewperson on duty away from home base will receive a meal allowance unless a meal is provided by the employer.
- (b) Where, during a tour of duty a crewperson is shut down away from home base between the hours of 12 noon and 2.00 p.m., he or she will receive the meal allowance unless a meal is provided by the employer.
- (c) Where a crewperson is away from home base on an overnight or field tour (other than a tour where the employer is obligated to accept messing arrangements provided by the client) the meal allowance will be as listed at Schedule A.

**19.9 Laundry allowance**

The employer will reimburse the crewperson for reasonable actual laundry expenses incurred while travelling away from home base unless the employer provides the laundry service. Where a laundry service is not available the employer will pay an allowance per day as per Schedule A to assist in laundering company and personal clothing.

**19.10 Camping allowance**

Where an employee is required to camp out in the course of his or her duties he or she will be paid a camping allowance per night as per Schedule A.

**19.11 Transport allowance**

**19.12** Where an employee is required to travel on company business the employer will reimburse the cost of travel at the Australian Taxation Office standard rate for taxation calculations in place at the time.

**19.13 Loss of baggage allowance**

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

**19.15 Senior aircrewperson allowance**

A senior aircrewperson will be paid an additional amount equal to 12% of the total salary payable to an aircrewperson as per clause 18.

**19.16 Checking aircrewperson allowance**

A checking aircrewperson will be paid an additional amount equal to 5% of the total salary payable for an aircrewperson as per clause 19.

**19.17 Training aircrewperson allowance**

A training aircrewperson will be paid an additional amount equal to 5% of the total salary payable for an aircrewperson as per clause 18.

**19.18 Passport and vaccination**

An employee required to work overseas will be reimbursed by the employer for any expenses associated with maintaining a current passport and vaccination requirements.

**19.19 Permanent transfers**

- (a) An employee on permanent transfer requested and approved by the employer will be reimbursed for all reasonable expenses incurred for the removal of his or herself, his or her husband or wife, dependents, furniture, possessions and personal effects from one home base to another in accordance with the employer's policy. The employer may elect to provide fully furnished accommodation for the transferred employee and reimburse storage costs for the employee's furniture and possessions.
- (b) An assignment to a base other than the employees fixed home base for a period of 90 days or more will be regarded as a permanent transfer, unless otherwise mutually agreed.
- (c) If employment is terminated within six months of the permanent transfer by the employer as a result of the employee's misconduct, the employee will be liable for repayment of removal costs under subclause 19.19 on a pro-rata basis. This will also apply should the employee terminate his or her employment for any reason within six months of a permanent transfer.

**19.20 Telephone**

- (a) Where the employer requires the employee to have a telephone, the employer will reimburse all installation costs on a once per employee basis. Notwithstanding this, any reasonable telephone costs incurred by the employee related to a permanent or temporary transfer requested by the employer will be reimbursed.
- (b) The employer will reimburse the employee for telephone rental costs and all amounts paid for local and trunk calls made in connection with their employment. Reimbursement of up to the value stated in Schedule A will be paid by the company with no substantiation required. Claims in excess of this value will require all calls to be logged and supported by the telephone company billing statement.

**19.21 Associated duty expenses**

Upon production of receipts, the employer will reimburse an Aircrewperson 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.

**19.22 Protective clothing and uniforms**

- (a) The employer will reimburse employees for the reasonable cost of supplying uniforms and protective clothing unless these items are provided by the employer.
- (b) The employer will reimburse an employee for replacing uniforms and clothing on a fair wear and tear basis unless these items are replaced by the employer.
- (c) The employer will reimburse to a reasonable amount for the purchase of a high standard of lightweight durable footwear suitable for flying duties up to \$150 p.a.

**19.23 Indemnity**

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- (a) The employer will reimburse the employee for the cost of indemnifying and keeping indemnified himself or herself or his or her estate from all claims, demands, writs, summonses, action, suits, proceedings, judgements, orders, decrees for damages, costs, losses and expenses which the employee may suffer or incur, in connection with:
- (i) loss of life;
  - (ii) personal injury to any person;
  - (iii) damage to property of any person;
- arising from or out of any neglect, fault or omission by the employee within the course of employment.
- (b) Should it be determined that the employee is guilty of deliberate neglect they will not be entitled to the entitlements under clause 19.23.
- (c) Except in the case of negligence or poor performance, the company will reimburse the employee for all fines levied by the Civil Aviation Authority in accordance with the Civil Aviation Orders or Civil Aviation Regulations.

**19.24 Insurance (This figure will needed to be updated for CPI)**

- (a) The employer will reimburse the employee for arranging and maintaining personal insurance cover to provide the benefit of at least **\$180,000** in the event of death or total disablement, 24 hours a day, 365 days a year to the next of kin or the estate of the employee unless provided by the employer as part of the superannuation scheme.

**19.25 Adjustment of expense related allowances**

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Clothing and equipment	Clothing and footwear group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle/travel allowance	Private motoring sub-group



## **20. Accident pay**

- 20.1** In addition to any statutory entitlements to Workers' Compensation, an employee will be paid "make-up" pay.
- 20.2** Make-up pay will:
- (a) be an amount of money equal to the difference between the employee's Workers' Compensation entitlements and the amount of the usual salary that he or she would have received for ordinary time had he or she been at work for the period concerned. However, it will not apply during the first five or aggregate five working days of incapacity resulting from an injury nor will it apply during any period of paid leave;
  - (b) be payable for a maximum period or aggregate of periods in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury;
  - (c) be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the employee and the employer.
- 20.3** If, for the purposes of sub-clause 20.2(a) above, no specific earnings figure is otherwise ascertainable, the figure used will be the average of ordinary time earnings over the previous three months or such lesser period of time during which the employee has been employed.
- 20.4** Nothing in this clause will affect the right of an employer to terminate an employee's employment in accordance with clause 12 - Termination of Employment. Provided that no employee will be terminated as a result of his or her having received make-up pay or as a means of avoiding make-up pay obligations.
- 20.5** In the event that an employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the employer to pay make-up pay will cease from the date of such redemption.
- 20.6** Where the employee recovers damage from the employer or from a third party in respect of a compensable injury independently of statutory entitlements, he or she will be liable to repay to his employer the amount of make-up pay which he or she has received in respect of the said injury and will have no further make-up entitlements in respect of the injury.
- 20.7** This clause will apply in respect of compensable injury suffered on or after the date of this agreement.

## **21. Payment of wages**

- 21.1** Salaries will be paid fortnightly.
- 21.2** Salaries will be paid directly into a financial institution nominated by the employee that accepts electronic fund transfer from the employer's payroll system.
- 21.3** On or day prior to payday, the employer will provide to each employee, in writing, the gross amount of salary to be paid, the deductions made and the net amount being paid to the employee.

## **22. Superannuation (Standard Modern Award Super Clause may be subject to change following FWC review)**

### **22.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **22.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **22.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

### **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) Australian Super; or
- (b) "insert name of fund(s)"; or

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- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 1 January 2017, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

**22.5 Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

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

## **Part 4—Hours of Work and Related Matters**

### **23. Ordinary hours of work and rostering**

- 23.1** All employees will work reasonable hours to meet the operational needs of the employer.

### **24. Aircrew employee's duty and flight time limits**

Aircrew employee's duty and flight time, except where expressly varied by this clause, will comply with the limitations of the provisions of the Civil Aviation Orders Part 48 and concessions approved by the Secretary of the Civil Aviation Authority.

### **25. Hours of duty and days free of duty**

- 25.1** Duty time and flight time, except where expressly varied by this clause, will be carried out in accordance with the provisions of the Civil Aviation Orders Part 48 and concessions approved by the Civil Aviation Safety Authority. These regulations as varied from time to time form part of this award.
- 25.2** Employers will ensure a crewperson will be rostered at least one weekend off in each 28 days.

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- 25.3** A crewperson while at their home base will receive four days free from all duties in every fourteen day period. Such duty free days will be taken in two, two day periods provided that this may be varied by mutual agreement between a crewperson and the employer.
- 25.4** Where a tour of duty is cancelled and the crewperson is notified at or before 1900 hours of the preceding day, then the day of the cancelled tour of duty may be regarded as a **day off**.
- 25.5** A crewperson on reserve or standby duty will be contactable within any scheduled reserve duty period and will report for the appointed duty no later than one hour after being contacted. The employer will specify the reserve duty period commencement and finishing time which will be as agreed between the employer and the employee but the duration of such reserve duty periods will not exceed twelve hours.
- 25.6** The crewperson day or days off under this award will be preceded and succeeded by buffer periods, the sum of which will be no less than twelve hours.

**26. Multiple day tours**

- 26.1** A period of duty away from home base will be planned up to a maximum of 28 days duration provided, however, the tour may subsequently be extended a further fourteen days by mutual agreement.
- 26.2** Where a crewperson is on duty away from home base they may be required by mutual agreement to defer duty free days in excess of those duty days referred to under CAO 48 and in this event will on return to home base immediately receive the deferred days off by mutual agreement.
- 26.3** In addition to days off prescribed under clause 25 a crewperson away from home base will accrue one day off at home base for each five days away. Any portion of five days away will, for the purpose of determining accrued days off be added to the subsequent period of duty. The calculation of the accrual of days off will include the day of departure where the schedule departure time is prior to 1200 hours and the day of return where the schedule arrival time is after 1200 hours.
- 26.4** Any days off accruing under the above clauses will not be included as part of annual leave.
- 26.5** Any accrued days off under this clause will be taken immediately upon return to home base, provided that such accrued days may be taken at an alternative time mutually agreed upon between the crewperson and the employer.
- 26.6** For the purpose of this clause duty away from home base will not include training.
- 26.7** Methods of achieving correct ratios between periods of duty away from home base and days off may be agreed between the employee and employer.

## **Part 5—Leave and Public Holidays**

### **27. Annual leave**

Annual leave is provided for in the NES.

#### **27.1 Additional Annual Leave**

**27.2** In addition to annual leave provided for under the NES, employees under this award will be entitled to a total period of 42 calendar days annual leave annually after twelve months continuous service or earlier with consent from the employer.

#### **27.3 Varying previously agreed schedule of annual leave**

If the employer requests the employee to vary a previously agreed schedule of annual leave and the employee has entered non-cancellable financial commitments for travel and/or accommodation, a revised time to take annual leave may be arranged only by mutual agreement between the employee and the employer. If mutual agreement is reached, the employer will reimburse to the employee any non-refundable costs associated with their original leave or holiday plans.

#### **27.4 Leave Loading**

Employees will receive an annual leave loading of 17½% of normal salary for the first 28 days of leave.

#### **27.5 Other Annual Leave Entitlements**

- (a) Annual leave may be taken in more than one period.
- (b) The employer will not recall an employee from annual leave except by mutual agreement between the employer and employee.
- (c) An employee will be paid in full for the period of leave to be taken before commencing such leave or where the employee agrees payments may be made fortnightly.

### **28. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

#### **28.1 Additional Personal Leave**

- (a) Paid personal leave will be available to an employee when they are absent due to:
  - (i) personal illness or injury (sick leave); or
  - (ii) for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
  - (iii) because of bereavement on the death of an immediate family or household member (bereavement leave).

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(b) The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

(i) In the first year of service personal leave will accrue as follows:

<b>Period of continuous service</b>	<b>Leave</b>
Less than 6 months	8 days
6 months to one year	11 days
One year or more	13days

(c) 13 days will be available in the second and subsequent years of service;

### **28.2 Personal Leave Accrual**

(a) In any year unused personal leave accrues by the lesser of:

- (i) 10 days less the amount of sick leave and carer's leave taken during the year; or
- (ii) the balance of that year's unused personal leave.

### **28.3 Upper Respiratory Tract Infection Leave**

(a) Employees will also be entitled to 6 days of leave per year for when they have an upper respiratory tract infection. Upper respiratory tract infection leave will be utilised before personal leave.

### **28.4 Immediate family or household**

(a) The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

- (i) a member of the employee's immediate family; or
- (ii) a member of the employee's household.

(b) The term immediate family includes:

- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandchild or sibling of the employee or spouse of the employee.

### **28.5 Sick leave**

(a) An employee is entitled to use up to 10 days of the current year's personal leave entitlement as sick leave in the first year of service.

(b) An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

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- (c) A medical certificate, statutory declaration, or other evidence satisfactory to the employer shall be produced if required. An employee shall be entitled to sick leave for a maximum of three days per year without the need for a medical certificate. Only two of these three days may be consecutive.
- (d) An employee shall, as soon as reasonably practicable, and within eight hours of the commencement of an absence, inform the employer of his inability to attend for duty, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

**28.6 Bereavement leave**

- (a) An employee is entitled to use up to 3 days personal leave as bereavement leave on each occasion.
- (b) Where an employee has exhausted all personal leave entitlements, including accumulated entitlements, they will be entitled to 3 days unpaid bereavement leave.
- (c) An employee may be required to provide satisfactory evidence of the death of the employee's husband, wife, father, mother, brother, sister, child, step-child, or parents-in-law.
- (d) For employees in remote locations the three days will be in addition to travel time to and from their home base

**28.7 Carer's leave**

- (a) An employee is entitled to use up to five days personal leave each year as carer's leave subject to satisfactory evidence of the requirement.
- (b) An employee may take unpaid carer's leave by agreement with the employer.

**29. Community service leave**

Community service leave is provided for in the NES.

**29.1 Jury Service**

- (a) An employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer the amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of salary he or she would have received had he or she not been on jury service.
- (b) An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of his attendance, the duration of such attendance, and the amount received in respect of such jury service.

**30. Public holidays**

**30.1** Public holidays are provided for in the NES.

**31. Parental Leave**

**31.1** Parental leave is provided for in the NES.

**31.2 Replacement employees**

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.



**Schedule A— Allowances (Rate will need to be adjusted to take into account 2014, 2015, 2016 increases)**

**A.1 Allowances Table**

<b>ALLOWANCES</b>		<b>\$</b>
Clause 14.2.1	Safety equipment allowance	890.00
Clause 14.2.2	Fitness allowance	890.00
<b>ONSHORE</b>		<b>\$</b>
Clause 14.2.3	overnight allowance      Australia	16.25
Clause 14.2.4	overnight allowance      overseas	32.26
Clause 14.2.9	camping out	22.70
Clause 14.2.10	mileage allowance/km	see below
<b>Ordinary car—engine capacity</b>	<b>Rotary engine car-engine capacity</b>	<b>Cents per kilometre</b>
1.6 litre or less	0.8 litre or less	48.9
over 1.6 litre-2.6 litre	over 0.801 to 1.3 litre	58.5
over 2.6 litre	over 1.3 litre	59.5
		<b>\$</b>
Clause 14.2.7	meal allowance	
	breakfast	12.81
	lunch	14.50
	dinner	33.61
Clause 14.2.5	continuous duty	14.35
Clause 14.2.8	laundry allowance	2.78
Clause 14.4	telephone allowance:	30.00
	rental charge plus work per related calls to value of:	charge period
<b>OFFSHORE</b>		<b>\$</b>
Clause 14.2.9	camping out	22.70
Clause 14.2.10	mileage/km	see below
<b>Ordinary car—engine capacity</b>	<b>Rotary engine car-engine capacity</b>	<b>Cents per kilometre</b>
1.6 litre or less	0.8 litre or less	48.9

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over 1.6 litre-2.6 litre	over 0.801 to 1.3 litre	58.5
over 2.6 litre	over 1.3 litre	59.5
Clause 14.2.4	Daily travel allowance	
	no meals provided	3.50
	meals provided	1.22

## Schedule B—Supported Wage System

**B.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**B.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

### **B.3 Eligibility criteria**

**B.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**B.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

**B.4 Supported wage rates**

**B.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause B.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**B.4.2** Provided that the minimum amount payable must be not less than \$76 per week.

**B.4.3** Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

**B.5 Assessment of capacity**

**B.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**B.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

**B.6 Lodgement of SWS wage assessment agreement**

**B.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**B.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **B.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **B.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **B.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **B.10 Trial period**

**B.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**B.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**B.10.3** The minimum amount payable to the employee during the trial period must be no less than \$76 per week.

**B.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**B.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.

## Schedule C—National Training Wage

### C.1 Title

This is the *National Training Wage Schedule*.

### C.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (c) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (d) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (e) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

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**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **C.3 Coverage**

**C.3.1** Subject to clauses C.3.2 to C.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause C.5.4 of this schedule.

**C.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.

**C.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

**C.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**C.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**C.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **C.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

**C.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**C.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## C.5 Minimum Wages

### C.5.1 Minimum wages for full-time traineeships

#### (a) Wage Level A

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix K1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	272.40	300.10	357.50
Plus 1 year out of school	300.10	357.50	416.00
Plus 2 years out of school	357.50	416.00	484.10
Plus 3 years out of school	416.00	484.10	554.30
Plus 4 years out of school	484.10	554.30	
Plus 5 or more years out of school	554.30		

#### (b) Wage Level B

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix K1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	272.40	300.10	347.90
Plus 1 year out of school	300.10	347.90	400.10
Plus 2 years out of school	347.90	400.10	469.20
Plus 3 years out of school	400.10	469.20	535.20
Plus 4 years out of school	469.20	535.20	
Plus 5 or more years out of school	535.20		

#### (c) Wage Level C

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix K1 are:



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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	272.40	300.10	347.90
Plus 1 year out of school	300.10	347.90	391.50
Plus 2 years out of school	347.90	391.50	437.30
Plus 3 years out of school	391.50	437.30	487.30
Plus 4 years out of school	437.30	487.30	
Plus 5 or more years out of school	487.30		

**(d) AQF Certificate Level IV traineeships**

- (i) Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of</b>	<b>Second and</b>
	<b>traineeship</b>	<b>subsequent years of</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	575.60	598.00
Wage Level B	555.40	576.70
Wage Level C	505.40	524.60

**C.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses C.5.1(a) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix K1 are:

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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	\$	\$	\$
School leaver	8.96	9.88	11.76
Plus 1 year out of school	9.88	11.76	13.69
Plus 2 years out of school	11.76	13.69	15.93
Plus 3 years out of school	13.69	15.93	18.23
Plus 4 years out of school	15.93	18.23	
Plus 5 or more years out of school	18.23		

**(b) Wage Level B**

Subject to clauses C.5.1(a) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix K1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	\$	\$	\$
School leaver	8.96	9.88	11.45
Plus 1 year out of school	9.88	11.45	13.16
Plus 2 years out of school	11.45	13.16	15.44
Plus 3 years out of school	13.16	15.44	17.61
Plus 4 years out of school	15.44	17.61	
Plus 5 or more years out of school	17.61		

**(c) Wage Level C**

Subject to clauses C.5.1(a) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix K1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	\$	\$	\$
School leaver	8.96	9.88	11.45
Plus 1 year out of school	9.88	11.45	12.88
Plus 2 years out of school	11.45	12.88	14.39
Plus 3 years out of school	12.88	14.39	16.03

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	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 4 years out of school	14.39	16.03	
Plus 5 or more years out of school	16.03		

**(d) School-based traineeships**

Subject to clauses C.5.1(a) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix K1 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
8.96	9.88

**(e) AQF Certificate Level IV traineeships**

- (i) Subject to clauses C.5.1(a) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses C.5.1(a) and C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	18.94	19.67
Wage Level B	18.26	18.97
Wage Level C	16.63	17.26

**(f) Calculating the actual minimum wage**

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

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- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**C.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

**C.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix K1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

**C.6 Employment conditions**

- C.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- C.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- C.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.
- C.6.4** Subject to clause C.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## **Appendix D1: Allocation of Traineeships to Wage Levels**

The wage levels applying to training packages and their AQF certificate levels are:

### **D1.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

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<b>Training package</b>	<b>AQF certificate level</b>
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

## D1.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I
	II
	III
Asset Maintenance	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing	II
	III
Automotive Industry Retail, Service and Repair	I
	II
	III
Beauty	II
Caravan Industry	II
	III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I
	II
	III
Extractive Industries	II
	III
Fitness Industry	III
Floristry	II
Food Processing Industry	I
	II
Forest and Forest Products Industry	I
	II
	III
Furnishing	I
	II
	III
Gas Industry	I
	II
Health	II
	III
Local Government (Operational Works)	I
	II
Manufactured Mineral Products	I

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<b>Training package</b>	<b>AQF certificate level</b>
	II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II



### D1.3 Wage Level C

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III