



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Northrop Grumman Integrated Defence Services Pty Limited
(AG2020/419)

NORTHROP GRUMMAN INTEGRATED DEFENCE SERVICES SPECIAL PURPOSE AIRCRAFT MAINTENANCE AGREEMENT 2020

Airline operations

DEPUTY PRESIDENT BOYCE

SYDNEY, 17 APRIL 2020

Application for approval of the Northrop Grumman Integrated Defence Services Special Purpose Aircraft Maintenance Agreement 2020.

[1] An application has been made for approval of an enterprise agreement titled the *Northrop Grumman Integrated Defence Services Special Purpose Aircraft Maintenance Agreement 2020 (Agreement)*. The application was made pursuant to s 185 of the *Fair Work Act 2009 (Act)*. It has been made by Northrop Grumman Integrated Defence Services Pty Limited (**Employer**). The agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings dated 2 April 2020. I am satisfied that these undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 April 2020. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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NORTHROP GRUMMAN INTEGRATED DEFENCE SERVICES PTY LIMITED

SPECIAL PURPOSE AIRCRAFT MAINTENANCE AGREEMENT 2020

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

1. TITLE

This Agreement will be referred to as the Northrop Grumman Integrated Defence Services Special Purpose Aircraft Maintenance Agreement 2020.

2. ARRANGEMENT

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3. DEFINITIONS WHICH APPLY IN THIS AGREEMENT

- 3.1 “*The Act*”, means the *Fair Work Act 2009* as amended from time to time and FWC means the Fair Work Commission
- 3.2 “Agreement”, means this Agreement
- 3.3 Aircraft Maintenance Engineer (AME)”, means any trades-person who is not licensed and engaged in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and/or associated equipment.
- 3.4 “ASIC”, means Aviation Security Identification Card.
- 3.5 “CAA”, means the Civil Aviation Act 1988 and 1998
- 3.6 “CAOs”, means Civil Aviation Orders
- 3.7 “CARs”, means Civil Aviation Regulations.
- 3.8 “CASA”, means the Civil Aviation Safety Authority.
- 3.9 “DGTA”, MEANS Director General Technical and air Worthiness.
- 3.10 “Employer”, means Northrop Grumman Integrated Defence Services (NGIDS) at the Special Purpose Aircraft Business Unit.
- 3.11 “Employee”, means any person employed by Northrop Grumman Integrated Defence Services at the Special Purpose Aircraft Business Unit in any of the classifications contained in this Agreement.
- 3.12 “Home base”, means the base at which the employee is permanently required to work.
- 3.13 “Immediate family”, is defined in Clause 31.6
- 3.14 “Licensed Aircraft Maintenance Engineer (LAME)”, means an employee who holds a current licence as set out below appropriate to an aircraft types(s) serviced by Northrop Grumman Integrated Defence Services:
- 3.15 “Non-Operational Travel”, means any travel undertaken at the direction of NGIDS for the purpose of attending training, conferences, meetings and permanent and temporary relocations, and for the purposes of providing relief and such like
- 3.16 “Operational Travel”, means any travel that is not “non-operational travel”
- 3.17 “Positioning Travel”, means all travel performed at our direction not associated with the actual operation of the aircraft, but required for the purpose of positioning you for duty or returning to home base (or a base of temporary transfer). Such travel is treated as operational travel

- 3.18 “Roster”, means a schedule of information including days or shifts to be worked, sign-on, sign-off times and days off for a specific period as determined by Northrop Grumman Integrated Defence Services.
- 3.19 “SPA”, means Northrop Grumman Integrated Defence Services Special Purpose Aircraft Project.
- 3.20 “Temporary Transfer”, means where an employee is temporarily transferred to a location or another base to work.
- 3.21 “Trades Assistant”, means an employee who is engaged in assisting a LAME and/or an AME.
- 3.22 “Department of Defence Clearance”, means holding a RAAF base Access pass.
- 3.23 Shift Worker, for the purpose of this agreement and for the purpose of the National Employment Standard (NES) is a seven day shift worker who is regularly rostered to work on Sundays and Public Holidays and is entitled to five week’s annual leave in accordance with sections 87 and 196 of the FW Act.

4. Parties Bound

This Agreement shall bind:

- (a) Northrop Grumman Integrated Defence Services Pty Limited (ABN 53 090 673 466), trading as Northrop Grumman Australia – Technology Services (NGA-TS)
- (b) All NGA-TS - SPA facility employees engaged in the classifications set out in within this agreement.
- (c) This Agreement does not cover employees employed under the NGA-TS (Aircraft Maintenance & Refurbishment); and
- (d) The Australian Licenced Aircraft Engineers Association (“the Association”) (subject to the union(s) making an application under section 183 of the Fair Work Act 2009 (FW Act)).

5. Application of National Employment Standards

The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (NES). That is, no provision of the NES is displaced by this Agreement but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

- 5.1 This agreement supersedes and replaces the:

(a) Northrop Grumman Integrated Defence Services Pty Limited, Special Purpose Aircraft Maintenance Agreement 2016

5.2 This Agreement shall come into operation on the 7th day after approval by the Fair Work Commission (FWC) and will remain in force until 30 June 2023.

5.3 This Agreement is a comprehensive agreement and replaces any awards, orders of industrial commissions or industrial agreements that would otherwise apply save that it does not exclude State laws as provided in section 27 of the FW Act including occupational health and safety, workers' compensation, and long service leave.

6. Objective

The objective of this agreement is to provide a framework, which assists Management and staff in maintaining:

- (a) A safe and healthy work environment.
- (b) Cost effective management and operation of the business.
- (c) Flexible work arrangements.
- (d) High standards of productivity.
- (e) Job satisfaction and employment conditions.
- (f) Continuous improvement in all areas of the operation.
- (g) Recognition that both Management and staff have responsibility for the success of the operation.

7. Contract of Employment

An employee whose employment is covered by this agreement shall be employed on either a permanent, part time, or casual basis as further detailed in this sub clause.

Employees shall be employed for an initial 3-month probationary period. NGA-TS SPA shall determine the employee's appropriate grade in accordance with Clause 7 of this Agreement.

(a) Part Time Employees

7 Part-time Employment

- 7.1 Northrop Grumman Integrated Defence Services may employ part-time employees in any classification in this Agreement.
- 7.2 A part-time employee is an employee whose weekly hours are less than 38 ordinary hours per week.
- 7.3 Before commencing work on a part time basis the employee and NGA-TS – SPA will agree on the arrangement of part time work and the daily ordinary hours including any variability in the daily ordinary hours worked subject to a minimum of four ordinary hours per day and a weekly maximum of 37 ordinary hours.
- 7.4 At the time of engagement, a part time employee will be advised in writing of their terms of engagement including the minimum number of hours of part time work initially required to be worked. These terms may be varied by consent.
- 7.5 A part time employee will be paid at the hourly rate of 1/38 of the base weekly rate of pay for a full time employee of the employee's classification. All other entitlements will be paid on a pro rata basis on the basis that the ordinary weekly hours for full-time employees are 38.
- 7.6 Where a part-time employee is required to work additional hours during the working week, the following additional hours will be at ordinary pay:
- For all hours worked beyond normal rostered hours an additional 6 hours of ordinary time can be flexibly rostered to be used within any working week. i.e. if an agreed roster for part time work is 20hours per week, up to 26 hours can be worked at the ordinary hourly rate. All hours worked beyond the additional 6 hours would be paid for at the applicable overtime rates. Any hours beyond 38hours will always attract applicable overtime rates.
- 7.7 All time worked by a part-time employee in excess of 10 days per fortnight or the hours in 7.6 above must be paid for at the applicable overtime rate.

(a) Casual Employee

- i) A casual hired employee may be terminated or may resign from their employment upon one day's notice. A casual employee shall be paid a loading of 25 percent on their ordinary rate of wage as specified in their contract of employment for their classification.

- ii) The loading shall be in lieu of the following benefits; Leave Arrangements & Redundancy, casual employees shall be only used to supplement the existing permanent workforce.
- iii) The company will review the status of casual employees who have been engaged on a regular basis for a period of six (6) months to determine whether the position can be converted to a permanent employment arrangement with the Company. Whenever possible, the Company will seek to convert a casual position to permanent, subject to the operational requirements of the business.

8. Base Wage Rates

- (a) Base Wage Rates for classifications in clauses 9.3 are set out in Table 1 Appendix A.
- (b) Apprentices/Trainees. The rates of pay for Apprentices are set out in Tables 3 in Appendix A.

Base wage rates in this Agreement will be increased will effect from the first pay period on or after 1 December 2019, 1 December 2020, 1 December 2021, 1 December 2022 respectively, by the annual increase as at the September quarter in the Australian Bureau of Statistics (Private Sector Total Hourly Rates of Pay Excluding Bonuses) contained in the Wage Price Index publication 6345.0. An additional 1 % will be paid for the first pay period on or after the December 2019 increase and at the December 2022 increase. Note all pay rates in the Agreement reflect the pay increases applicable from the first pay period on or after 1 December 2019.

December 1st 2019 pay rise = WPI + 1%

December 1st 2020 pay rise = WPI

December 1st 2021 pay rise = WPI

December 1st 2022 pay rise = WPI + 1%

Transition Arrangements

- (c) The following classifications have been removed. Employees classified in these classifications will transition as per below, with effect from the date the agreement comes into operation.
 - i. Supervisor Detailer, transition to Ground Handler Level 3
 - ii. Table 1 LAME's page 11 replaced by LAME Structure (Table 1)
 - iii. GSE Maintainer Removed
 - iv. SPA Task Coordinator, Removed
 - v. Administrator Assistant, Removed
 - vi. Business Support Assistant, Removed
 - vii. Technical Records, Removed
 - viii. Clerical Administrative – Removed

9. LAME Structure

(Table 1)

LAME Structure			
	Aircraft Licence's		
Rate from first pay period December 2019	Aircraft Type 1	Each additional type.	
Base Rate	\$ 1551.41	6.5% of Base	\$ 100.84
Category A	\$ 25.80	6.5% of Base	\$ 1.68
Category 1 Airframe	\$ 86.19	6.5% of Base	\$ 5.60
Category 2 Engine	\$ 86.19	6.5% of Base	\$ 5.60
Category 3 Electrical	\$ 86.19	6.5% of Base	\$ 5.60
Category 4 Instrument	\$ 86.19	6.5% of Base	\$ 5.60
Category 5 Radio	\$172.39	6.5% of Base	\$11.21
Total	A (Base Rate plus all applicable categories of the highest rated Aircraft Type)	B (6.5% of Base rate plus 6.5% or each applicable category)	
B1 Licence	BASE + Cat 1 + Cat 2 + Cat 3		
B2 Licence	Base + Cat 3 + Cat 4 + Cat 5		
B1/B2	Base + Cat 1 + Cat 2 + Cat 3 + Cat 4 + Cat 5		

9.1 Operation of the LAME classification structure

- (a) A LAME will only be classified and paid as a B 1 or B2 when the LAME is required and authorised by NGA-TS (SPA) to exercise privileges.
- (b) A LAME will only be classified and paid as a B1/B2 when the LAME is required and authorised by NGA-TS (SPA) to exercise privileges as a B1/B2 .
- (c) Any NGIDS LAME holding a B1 or B2/B1 Company Authorisation CA (restricted) on 2 Aircraft Types, as at date of certification of this Agreement , and then reclassified to an unrestricted classification, IAW 19.2.I (c) and (d), shall be paid the corresponding 2 Aircraft type payment.
- (d) Category A; A decision to employ only “A” Cat licence holders would be undertaken in consultation with the ALAEA.

SPA Duty LAME

A SPA Duty LAME will hold a License as set out in Table 1 above on at least two types of aircraft maintained by NGIDS. Accordingly the following additional amount is payable: as per Appendix B from the First pay period on or after 1 December 2019. The allowance will be increased in line with wage increase as specified in clause 11. The allowance is paid for all purposes.

9.2 Operation of the SPA Duty LAME structure

9.2 (i) As part of the conditions of employment, an employee will be required to satisfactorily complete training and attain licence ratings as required by NGA-TS(SPA) LAME Structure (Table 1)

9.2 (ii) Once an employee has been allocated to a grade, the employee cannot be reduced from that grade. Provided that consideration will be given to a reduction in an employee's grade where there has been a CASA reduction of qualifications for an employee, or the employee is not willing to exercise the skills required in the definition of his/her grade or, where qualified, the grades below.

LAME Training

An employee may be required by NGA-TS - SPA to undertake training to acquire a new type licence category or for a new aircraft type. At the satisfactory completion of such training and attaining the licence the employee will be paid in accordance with the applicable rate in Table 1 (8.1) Such training will normally occur where there is a shortage of required type licences and or new aircraft being introduced.

9.2 SPA Specific Classifications for Ground Staff (Table 2)

Classification Title	Applicable Rate Dec 2019
GROUND HANDLER LEVEL 1	986.49
GROUND HANDLER LEVEL 2	1037.68
GROUND HANDLER LEVEL 3	1089.54
STORES OFFICER	1160.68
PROCUREMENT / STORES OFFICER LEVEL 1	1260.18
PROCUREMENT / STORES OFFICER LEVEL 2	1295.52

9.3 AME Classification Structure (Appendix A)

- (a) Trades Assistants (TA). Persons who do not possess trade qualifications may be employed in non-trade specific areas as a Trades Assistant. Such persons shall be initially employed at Level 1 of the structure. After a minimum of one year at this level, and subject to attaining satisfactory competencies, Trade Assistants will progress to Level 2.
- (b) On Successful Completion of a Certificate II in Aeroskills (or equivalent) and subject

to attaining satisfactory competencies as required Trades

Assistants will progress to Level 3. After a minimum of one year at this level Trade Assistants will progress to Level 4.

- (c) **Aircraft Maintenance Engineer (AME).** Persons who have completed an aerospace Apprenticeship/Traineeship, or have been assessed via recognition of current competencies (RCC) as having satisfied the minimum National Aeroskills Competency Standards which has led to the award of;

- A Certificate IV of Aeroskill (or equivalent) in - AME (Mechanical, Avionics and/or Aircraft Structures) issued under an authority

Such persons shall be employed at Level 5 of the structure. After a minimum of one year at level 5 the appointed AME will progress to Level 6.

- (d) **Senior AME.** An AME who has been employed at Levels 5 and 6 for a combined period of at least two years will progress to Level 7 of the structure.
- (e) **Dual Trade AME.** An AME who holds Dual Trade AME qualifications will be employed as a Senior AME at Level 7 of the structure. The requirement for a combined period of two years at Levels 5 and 6 will be waived in these circumstances. After a minimum of one year at this level a Dual Trade AME will progress to Level 8.

The above rates are inclusive of Tool Allowance. That is the tool allowance in clause 19.8 does not apply to AMEs.

9.4 Definitions

- (a) **Vacancy Control.** Vacancy Control shall apply to all classifications of employee listed in clause 7, excluding level progression where it is specially identified in clause 7. Vacancy control is held by NGA-TS SPA who may vary the number of vacancies in any category, at its own discretion to meet operational demands. The selection process for all vacancy controlled positions will ensure all suitably qualified employees receive due consideration.
- (b) **Satisfactory performance.** NGA-TS - SPA is responsible for determining the satisfactory performance for the purpose of progression to the next higher level in accordance with this clause. Unless deficient performance has been identified and recorded, the employee shall progress.
- (c) **Dual Trade** For the purpose of this clause the term “Dual Trade” refers to an employee who has a certificate of proficiency in more than one trade and is required by the business to use the dual trades.

10. Higher Duties Allowance

Where an employee is required to act in a higher position for a minimum of one shift, the employee shall be paid the rate appropriate to that position for the relevant time period.

11. Allowances

Allowance rates in this Agreement will be increased will effect from the first pay period on or after 1 December 2019, 1 December 2020, 1 December 2021, 1 December 2022 respectively, by the annual increase as at the September quarter in the Australian Bureau of Statistics (Private Sector Total Hourly Rates of Pay Excluding Bonuses) contained in the Labour Price Index publication 6345. An additional 1 % will be paid from the first pay period on or after the December 2019 increase and at the December 2022 increase.

Allowance are represented in Appendix B

The following allowances shall apply:

- (a) **Fuel Tank Entry & Confined Space** Employees who are required to perform work inside fuel tanks of aircraft or Confined Spaces in which circumstances the regulations prescribe that a breathing mask is to be used shall be paid an allowance of **per hour** whilst performing those duties as set out in Appendix B.
- (b) **Detailer Stores.** An employee who during the course of their usual duties is also required to undertake stores works will be paid an allowance for each day they are required to undertake these duties. Appendix B.
- (c) **Laundry.** Each employee who is required to wear a uniform and/or protective clothing shall be paid an allowance per week as set out in Appendix B for the purposes of laundering company provided protective uniforms.
- (d) **Night Soil:** If an employee is required to handle or dispose of night soil or clean aircraft toilets and/or containers used for animals during the course of a normal shift or a second shift, the employee will be paid an allowance per week as per Appendix B.
- (e) **Dangerous Goods.** An employee who is required to maintain and utilise certification in accordance with IATA standards in relation to the dispatch of dangerous goods shall be paid an allowance **per week** as outlined in Appendix B.

- (f) **First Aid.** An employee, who is required to hold an appropriate first aid qualification, as determined by-NGA-TS, shall be paid an allowance of **per week** as set out in Table 5 Appendix A.
- (g) **Taxying:** where an employee is required to undertake duties relating to the taxying of aircraft.
- (h) **Pilot Training:** Pilot Maintenance Training needs to be facilitated by an aircraft type LAME holding a Certificate IV in Training. Pilot Maintenance Trainers will be capped at 2 LAME's for each aircraft type.
 - i) Other Employees holding a Certificate IV in Training may be required to conduct mandatory training of SPA employees as required.
 - ii) An employee required to conduct training will be paid the Pilot Training Allowance per week as provided in Appendix B
- (i) **Meal Allowance:**
 - (i) Where an employee is required to work overtime in excess of two (2) hour before the employee's rostered start time or in excess of two (2) hour after the employees rostered finishing time the employee will be granted a meal break of 20 minutes to be paid at overtime rates.
 - (ii) Where an employee is required to work a further four hours overtime or subsequent four-hour periods, the employee will be granted a further meal break of 30 minutes at the completion of each such four hours of overtime worked, to be paid at the appropriate overtime rate of pay.
 - (iii) An employee working overtime or recalled to duty in accordance with this clause will be paid as set out in Appendix B or be provided with a suitable meal for each meal break.
- (i) The rates of pay in clause 9.3 (AME & Apprentices) include Tool Allowance. However, where an employee is employed as a LAME and required by NGA-TS to provide and use their own approved tools, the employee will be paid an allowance per week as set out in Appendix B The allowance will be paid for all purposes.
- (J) The allowances paid in clauses 11 and the base rates of pay include an amount for the conditions under work is performed specifically the following conditions
 - (ii) Disability
 - (iii) Cold places
 - (iv) Hot places
 - (v) Wet places
 - (vii) Fibre glass
- (k) Travelling Engineer Allowance

Where an employee is required due to operational circumstances spend one night away from their usual place of residence, they will be entitled to an additional 0.2 of a day TOIL.

Example if an employee spends 5 nights away from their usual place of residence while on operational duties they will receive an additional one (1) day TOIL upon return. $(5 \times 0.2) = 1$

Where an employee has accrued but not taken TOIL it will be paid out to the employee upon termination of employment at the current rate.

Conditions and Circumstances under Which Work Is Performed–

The wage rates provided for in this Agreement include a component to compensate employees for all disabilities or other circumstances associated with the employee's work and no other allowances except those already provided for in this Agreement will apply.

12. NO EXTRA CLAIMS

- 12.1 This is a comprehensive agreement in settlement of all of the ALAEA enterprise bargaining claims and as such the parties agree that it is a term of this Agreement not to pursue any extra claims except where provided for under this Agreement and or expect where consistent with the Wage Case principles.

13. RE-NEGOTIATION OF AGREEMENT

- 13.1 The parties will commence negotiation of a new Agreement no later than three (3) months prior to the expiry of this Agreement
- 13.2 In the event that the parties cannot reach agreement before the expiry of this Agreement then the Agreement will remain in operation until replaced by another Agreement.

14. EMPLOYEES' RESPONSIBILITIES

These include but are not limited to:

- 14.1 To do all work to the best of the employee's ability, skill and competence and to Northrop Grumman Integrated Defence Services satisfaction in accordance with Northrop Grumman Integrated Defence Services Maintenance Control and Procedures Manuals.
- 14.2 To carry out work as directed and at places requested by Northrop Grumman Integrated Defence Services.
- 14.3 To comply with the CAA, CAR's and CAO's as amended from time to time.
- 14.4 To comply with Northrop Grumman Integrated Defence Services policies, practices or procedures as varied from time to time.

- 14.5 To accept a duty of care to advise Northrop Grumman Integrated Defence Services immediately of any breach, or suspected breach of Company policies, practices or procedures or any act of misconduct of which the employee becomes aware.
- 14.6 To promote, and not harm, Northrop Grumman Integrated Defence Service's business, interest and reputation. This includes reporting any information, which may be reasonably expected to adversely affect Northrop Grumman Integrated Defence Service's business, notwithstanding CASA and DGTA requirements.
- 14.7 To apply care and common sense in performing work for Northrop Grumman Integrated Defence Services.
- 14.8 Employees are not to absent themselves from the workplace without the specific permission of a SPA Business Unit Manager or his/her delegate will be prima facie evidence that the employee has abandoned their employment.
- 14.9 Employees are to advise a SPA Business Unit Manager or his/her delegate as early as possible, prior to their scheduled commencement of work of the employee's inability to attend work due to illness or injury.
- 14.10 To comply with all of Northrop Grumman Integrated Defence Service's reasonable instructions in order to protect both the employee's health and safety and the health and safety of other employees and any other person having dealing with Northrop Grumman Integrated Defence Services at the workplace.
- 14.11 To not smoke on Company / Customer's property except in designated smoking areas.
- 14.12 To submit to any Company funded medical examination, which concerns the employee's ability or suitability to perform work. The examination may also include a drug and alcohol test.
- 14.13 The employee must have and maintain licences that are applicable to their employment.
- 14.14 To not disclose in any way to anyone outside of Northrop Grumman Integrated Defence Services and to keep confidential any "confidential information" the employee may become aware of through their employment with Northrop Grumman Integrated Defence Services. "Confidential information" includes all information relating to our business or operational interest, Northrop Grumman Integrated Defence Services methodology and affairs, financial information and anything else Northrop Grumman Integrated Defence services notifies as being confidential.

15. SECURITY REQUIREMENTS

- 15.1 Northrop Grumman Integrated Defence Services operate under the authority of Air Navigation Regulations and the approved Aviation Security Program and associated Operating Manuals. The conditions of which are legally enforceable.

- 15.2 Northrop Grumman Integrated Defence Services SPA will operate at Commonwealth of Australia property and employees will be required to obtain and maintain appropriate security clearances issued by the Department of Defence.
- 15.3 It is a condition of employment to hold current ASIC and Department of Defence security clearances.

16. BEHAVIOUR IN THE WORKPLACE

Employees shall respect and value the diversity of the workplace by helping to prevent and eliminate discrimination in the workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

17. HARASSMENT IN THE WORKPLACE

Northrop Grumman Integrated Defence Services will make every effort to ensure that the workplace is free from all forms of harassment. Harassment in any form is unacceptable in the workplace.

18. OFFER OF EMPLOYMENT LETTER

- 18.1 Classification
- a) Classification, licence type and remuneration will be advised in the offer of employment letter, in the case of a new employee or confirmation of employment letter, for existing employees.
 - b) In the event of a classification and or licence type change, the employee will be advised in writing of the terms of the appointment, salary to be paid and any allowances applicable to the appointment.
 - c) For the purposes of this clause, permanent means that Northrop Grumman Integrated Defence Services appointed the employee to the classification on a permanent basis and temporary means for a specific period of time.

19. Remuneration

19.1 Base Salary

Employees engaged to perform work in a classification in the clause shall be paid the respective weekly rate of remuneration as follows:

- 19.2 Rates of pay for LAMEs. The rates of pay are as at the first pay period on or after 1 December 2020.

- a. A LAME will only be classified and paid as a B1 when the LAME is required and authorised by NGIDS to exercise privileges.
- b. A LAME will only be classified and paid as a B2/B1 or a B1/B2 when the LAME is required and authorised by NGIDS to exercise privileges as a B2/B1 or a B1/B2.
- c. Any NGIDS LAME will be classified as per their licence classifications. All LAME's will be reclassified under the new LAME structure as per Table 1 Clause 9. This process will be carried out in conjunction with individual LAME personnel along with Operational Management to ensure correct classification alignment.

20. Training

20.1 Training at the Request of NGIDS

An employee may be required by NGIDS to undertake training to acquire a new type licence. For new aircraft type at the satisfactory completion of such required training and attaining the licence rating the employee will be paid in accordance with applicable rate in Table 1 in 19.2. Such training will normally occur where there is a shortage of required type licences and/or a new aircraft type is being introduced.

Employees will make themselves available for all training courses on aircraft maintained or serviced by NGIDS.

20.2 Training on Employee Initiative

An employee may obtain, on his/her own initiative, qualifications relevant to his/her work. However, an employee who gains such qualifications on his/her initiative will only be paid for such qualifications where NGIDS requires that employee to utilise those qualifications. In other words an employee may of his/her own initiative acquire a relevant type licence, but the employee will not be paid for the acquisition of those qualifications unless NGIDS requires the employee to use them.

NGIDS will not pay for costs incurred by the employee for acquiring licences that have been obtained through the employee's initiative.

20.3 Flexibility and Multi-Skilling

Employees will, at the request of NGIDS, perform other duties, including, but not limited to:

- 20.3(a) Employees if qualified working at all grades below the grade that the employee is classified.
- 20.3(b) Servicing and repair of GSE ground equipment of a minor nature;
- 20.3(c) Maintenance and repair of Employer / Commonwealth property, subject to appropriate or statutory regulations; and
- 20.3(d) Maintenance of aircraft including internal and external cleaning or aircraft. The cleaning of aircraft will be limited to:
- 20.3(e) Normal clean up following maintenance tasks.

The employees will not receive any additional payment for performing other duties, multi-skilling, or performing work in areas other than their own work, pursuant to the Clause.

20.4 Cessation of Maintenance of Aircraft Type

- 20.4.1 In the event that NGIDS no longer maintains/services on an aircraft type, no employee will experience a reduction in wages. However, future wage increases will be absorbed until the employee's wage rate equates with their substantive grade or the employee is promoted to a higher grade.

For example an employee has a B1 restricted license for a CL604 and BBJ aircraft. The employee would be paid B1 restricted for two types. The CL604 is retired. The employee would continue to be paid B1 restricted for two types. All future wage increases would be absorbed until the wage paid to the employee is equal to the wage for paid B1 restricted for one type.

Replacement of One Aircraft Type with Another

- 20.4.2 Where a license becomes redundant as a result of the replacement of the one aircraft type with a new aircraft type (or new aircraft types are replaced by subsequent aircraft types) the following will apply:

Where an employee has been required to obtain the necessary type license for the new aircraft type in the same license type (e.g. B1) as the employee previously held, the previous license for the replaced aircraft will be considered as redundant and the new license will replace the redundant license. The employee will continue to be paid at the same level.

For example an employee has a B2 license for a CL604 and BBJ aircraft. The employee would be paid at B2 two types. The CL604 is retired and replaced by another aircraft. The employee is required too and obtains the B2 type license for the new aircraft. The employee would continue to be paid at B2 two types and all wage increases would apply.

Where an employee is not required or refuses to obtain new type license to maintain the replacement aircraft the provisions of Clause 19.5.1 will apply.

22 Overpayment and Under payment

- a. Any overpayment of entitlement to you under this Agreement is repayable as soon as practicable, subject to reasonable arrangements being agreed between Northrop Grumman Integrated Defence Services and the employee.
- b. Any overpayment made by Northrop Grumman Integrated Defence Services, if not repaid by the employee on termination, will be deducted from employee's termination pay.
- c. This clause will not operate to reduce any NES termination entitlements, annual leave or redundancy payments.
- d. Any underpayment of entitlement to the employee under this Agreement will be payable as soon as practicable, subject to reasonable arrangement being agreed between Northrop Grumman Integrated Defence Services and the employee.
- e. If Arrangements cannot be agreed between Northrop Grumman Integrated Defence Services and the employee the Clause 46 Dispute Avoidance and Settlement Procedures will be invoked.

23 Licence Applicability or Substitution

When recruiting a new LAME, Northrop Grumman Integrated Defence Services may elect to pay full licence endorsements held by an employee of one aircraft type not maintained by Northrop Grumman Integrated Defence Services at the time of recruitment. Under these circumstances, further licence endorsements gained by the employee on aircraft type maintained by Northrop Grumman Integrated Defence Services will be substituted for that endorsement not required by Northrop Grumman Integrated Defence Services.

24 Loss of Licence / Maintenance of Earnings

Where a rating(s) ceases to qualify for payment under the criteria of "operated or maintained", a LAME shall retain the base license payment subject to attending a type-

training course for an agreed alternative aircraft when offered by Northrop Grumman Integrated Defence Services. The discontinued aircraft licence payment will be replaced by new licence payment on completion of the training.

When a LAME declines to accept or fails the offered course, payment shall cease.

25 SUPERANNUATION

- a. NGIDS shall pay superannuation in accordance with the Australian Government's Commonwealth Superannuation legislation on behalf of each employee.
- b. In addition NGADS will pay an additional 0.5% superannuation payment to employees who are employed under this agreement for the life of this agreement.

26 HOURS OF DUTY

- a. The ordinary rostered hours of day work shall be an average 38 per week working in any six-week cycle.
- b. Day workers shall receive an unpaid meal break of not less than half an hour and not more than one hour which shall be taken at any time up to five hours after commencing ordinary work, plus one tea break of 15 minutes duration which are to be counted as time worked.
- c. Shift workers shall be granted a meal break of not less than 20 minutes' duration within five hours of commencing duty, plus two tea breaks of 15 minutes duration which is to be counted as time worked subject to meal breaks' taken for operational needs.
- d. An employee shall be granted at least ten hours free of duty between periods of duty or be paid at overtime rates until such time off is granted.
- e. An employee shall not work in excess of 14 hours without taking a break from work of not less than 10 hours. The maximum number of hours in any single shift will not exceed 12.

27 SHIFT ARRANGEMENTS

- a. For the purpose of this clause, the following definitions shall apply:
 - *'Day Shift'* means a shift, which commences at 0600 or later but finishes at or before 1800, Monday to Friday.
 - *"Afternoon Shift"* means a shift, which finished after 1800 but not later than midnight.
 - *"Early Morning Shift"* means a shift commencing before 0600.

- “Night Shift” means a shift finishing after midnight and at or before 0800.
 - “Night Shift” means a shift commencing after midnight and before 0400.
 - “Permanent Night Shift” means a shift as defined in clause 22.10.
- b. The ordinary hours of shift work shall not exceed:
- Twelve in any shift
 - An average of 228 hours in any 6-week cycle
- c. The following shift loading will apply to employees working shifts in accordance with Clause 22 – Shift Arrangements:
- All shifts worked on Saturday – time and a half.
 - All shifts worked on Sunday – double time.
 - All shifts worked on Public holidays as defined in this Agreement – double time.
- However, in the case of Christmas Day (25 December) and Good Friday, a shift worker shall be paid at the rate of double time and a half.
- All shifts worked Monday 0001 hours to Friday 2359 hours:
 - Early Morning shift a shift commencing before 0600 – 15%
 - Day shift nil extra
 - Afternoon shift 15% extra
 - Night Shift 22.5% extra
 - Permanent Night Shift 30% extra.
- d. Where an employee works more than five hours without a meal break, he/she shall be paid at overtime rates until the meal break commences.
- e. Except at the changeover of shifts, an employee shall not be required to work more than one shift in any one day.
- f. An employee shall be granted at least ten hours free of duty between periods of duty or paid overtime rates until such time off is granted.
- g. Due to the special nature of the business and the requirement to meet Defence Department schedules, work rosters shall specify the commencing times of shifts and shall be posted to give at least two days’ notice of any change. Provided however, that the work roster may be varied by agreement between the Northrop Grumman Integrated Defence Services and the majority of affected employees without two days’ notice, or in the absence of agreement, by two days’ notice of alteration given by Northrop Grumman Integrated Defence Services to the employee.
- h. Where any worker is required to change his/her position within his/her established work roster, the employee shall be given at least two days’ notice of the change, or in the

absence of such notice, the employee will be paid for those shifts worked during this period at the rate of double time. Notwithstanding this sub-clause an employee may voluntarily seek to alter his/her position within the established roster and, in this case, the notice or penalty payment provisions of clause 22.8 will not apply.

- i. NGA SPA does not envisage changing the shift arrangements for employees employed at the time of certification of the Agreement. However, in the event that a business need arises as a consequence of any contract that requires a material change for any employee from his/her regularly rostered shift pattern, IDS will consult with the ALAEA and the employee(s) under the provisions of Clause 51. If the matter cannot be resolved by consultation Clause 46 Disputes Avoidance and Settlement Procedures will apply

- j. Permanent Night Shift

If during a period of engagement, a shift worker:

- (a) Works night shift only;
- (b) Remains on night shift for more than four consecutive weeks; or
- (c) Works on night shift which does not rotate with another shift or with day work so that the shift worker does not have at least one third of their working time off night shift in each roster cycle,

Then the shift worker will be considered as being on permanent night shift while the conditions of (a), (b), or (c) pertain. The permanent night shift penalty will apply to all time worked during ordinary hours on night shifts worked Monday to Friday.

28 OVERTIME

- (a) All employees shall make themselves available to work a reasonable amount of overtime. Such overtime shall be that time worked in excess of the ordinary hours of duty.
- (b) Overtime worked shall be calculated as those hours which by cumulative accrual within the working week exceed the (38) hours per week, with the following conditions applying:
 - (i) Overtime for 7-Day Shift Workers shall accrue at a rate of double time.
 - (ii) Overtime for 5-Day Shift Workers on a fixed afternoon or night shift or a rotating shift pattern shall accrue at a rate of double time.
 - (iii) Overtime for Day-Workers shall accrue at a rate of time and a half for the first 2 hours and double time thereafter for overtime worked outside the daily rostered hours on Monday to Saturday.
 - (iv) Overtime worked on Sunday by Day-Workers will be paid at double time.

- (v) All time worked for 7-Day and 5 day shift Workers worked on all Public Holidays shall be paid at double time with the exception of Christmas Day and Good Friday which shall be paid for at the rate of double time and a half.
- (vi) All time worked for Day-Workers worked on all Public Holidays shall be paid at double time and a half.
- (c) Overtime worked by any employee may be credited to the employee's Time off in Lieu balance at their request. Where an employee seeks to use the flexibility of the Time Off in Lieu system in lieu of payment for overtime, hours worked shall be credited at the overtime rate.
- (d) An employee who works so much overtime between the termination of the employee's ordinary work on one day or shift and the commencement of the employee's ordinary work on the next day or shift that the employee has not had at least 10 (ten) consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of NGA-TS, such employee resumes or continues to work without having had ten consecutive hours off duty, the employee will be paid at overtime rates until the employee is released from duty for such period.
- (e) Both parties are mindful of the Occupational Health and Safety implications associated with working excessive hours. No employee, permanent, casual or fixed term contract, shall exceed (60) hours per week without prior consultation and agreement by the parties.

Rest Period after Overtime

- (f) An employee who works so much overtime between the termination of his/her ordinary work on one day or shift and the commencement of his/her ordinary work on the next day or shift, that he/she has not had at least the consecutive hours off duty between those times, shall, subject to this sub-clause, be realised after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (g) If, on the instructions of Northrop Grumman Integrated Defence Services, such employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double time rates until the employee is released from duty for such period.

29 Public Holidays

Employees other than casual employees are entitled to the following holidays without loss of pay:

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day or such other days

as are generally observed in the locality as a substitute for any of the said days respectively.

(ii) one other day for the employees in each particular state or area:

- New South Wales - August Bank Holiday;
- Queensland – Show Day;
- Victoria – Cup Day;
- South Australia – third Monday in May;
- Western Australia – Foundation Day;
- Tasmania – Regatta Day in Southern Tasmania and Recreation Day in Northern Tasmania;
- Other Areas- the appropriate Show Day.

(iii) any additional days declared or prescribed as public holidays in a State, Territory or locality.

(iv) if under a law of a State or Territory a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part day is the public holiday.

29.1 Public holidays which fall on a weekend

- (i) Where Christmas Day falls on a Saturday or a Sunday, 27 December is observed as the public holiday instead of the prescribed day. *The Saturday will attract standard rates of time and a half, the 27th would attract Public Holiday rates of Double Time.*
- (ii) Where Boxing Day falls on a Saturday or a Sunday, 28 December is observed as the public holiday instead of the prescribed day.
- (iii) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday is observed as the public holiday instead of the prescribed day.

29.2 Rest period after work on a public holiday

- (i) An employee, other than a casual employee, who works on a public holiday must be given a break of at least 10 consecutive hours between the time of finishing work and the time when the employee next commences work. An employee must not lose pay for any ordinary time lost by reason of this break.

29.3 Substituted holidays

29.3.1 Another day may be substituted for any day prescribed in this paragraph by agreement between NGA-TS and a majority of the affected employees or their appointed representatives.

29.3.2 An agreement made between NGA-TS and a majority of affected employees to substitute a day prescribed in this clause must be in writing and available to every affected employee and their representatives

29.4 Shift workers' day off falling on a public holiday

- 29.4.1 If a shift worker, including extended hours shift workers, are rostered off on a public holiday, the shift worker is entitled to a day off in lieu, to be paid at ordinary time.
- 29.4.2 The shift worker must apply to NGA-TS for the day off in lieu. The day off must be on a day agreed between NGA-TS and the shift worker.
- 29.4.3 Untaken days in lieu will be paid out at the current average weekly rate of pay at single time at the taking of the next period of annual leave.

30 RECALL TO DUTY

- I. Where an employee is recalled to work overtime, he/she shall be paid for a minimum of four hours at the appropriate overtime rate, which shall be inclusive of time spent travelling. However, where Northrop Grumman Integrated Defence Services supplies transport the employee shall receive a minimum of 3.5 hours payment.
- II. An employee required to hold himself/herself in readiness to work after ordinary hours shall, until released, be paid standing-by time, at ordinary time rates from the time from which he/she is told to hold himself/herself in readiness.

31 OPERATIONAL TRAVEL

Service Engineer and Positioning travel

- I. Payment shall be made in accordance with normal Shift roster, and any additional time paid at appropriate penalty rates.
- II. When a LAME has been positioned and is waiting in support of an Operational Task away from home base, on a day on which he/she would have been rostered off, he/she shall be paid at single time for 7.6 hours. Provided that where the LAME is required to work on that day the provisions of clause 25.1 will apply in lieu of the 7.6 hours single time payment. Notwithstanding any provision in 25.1, the employee will be paid a minimum of four hours at the appropriate overtime rate.
- III. Allowances will be paid in accordance with the Northrop Grumman Integrated Duty Travel Rates defined by the Australian taxation Office-Employee's annual salary – Middle Bracket except when undergoing OJT in an operational environment, overtime will not be recognised for the period of the training.

32 NON-OPERATIONAL TRAVEL

This clause shall apply to employees who are required by Northrop Grumman Integrated Defence Services to undertake non-operational travel.

- i. For the purpose of this clause, "time spent travelling" shall include all time spent travelling to and from the airport and all waiting time subsequent to the planned departure time.
- ii. All time spent travelling on a normal working day shall be compensated by payment at the employee's normal rostered hours and excess hours to a total maximum of 15.2 hours per day, provided that excess hours will be paid at penalty rates. A person travelling, provided that payment will be at appropriate penalty rates. The provisions of this clause will not apply to circumstances provided for in Clauses 27.5 and 27.6 and 27.7.

Allowances will be paid in accordance with the Northrop Grumman Integrated Duty Travel Rates defined by the Australian taxation Office-Employee's annual salary – Middle Bracket except when undergoing OJT in an operational environment, overtime will not be recognised for the period of the training.

Relief Duty

- (a) Where an employee receives less than two days' notice to take up relief duty away from his/her home base, time spent travelling shall be paid for at the appropriate penalty rate for the first 15.2 hours of travel.
- (b) Where an employee receives two or more days' notice, payment shall be made as provided for in Clause 27.3.
- (c) Notwithstanding the provisions of Clause 27.4 an employee who genuinely volunteers to perform relief duty without receiving the notice specified shall not receive the notice or penalty payment provisions of Clause 27.4.

10 hour break

- (d) For the purpose of this Agreement, time spent travelling shall not be included in the employee's ten-hour break between periods of duty.

33 ANNUAL LEAVE

- (a) Full time employees, except casual employees and seven-day shift workers, are entitled to 4 weeks' annual leave on full pay at the end of each year of continuous service. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year

- (b) In lieu of the provisions of Clause 29.1, seven-day shift workers, that is employees regularly rostered to work on Sundays and Public Holidays as part of their ordinary hours, are entitled to 5 weeks' annual leave on full pay at the end of each year of continuous service. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year
- I. Notwithstanding the definition as prescribed in 3.23, any employee undertaking shift work over the Six (6) week roster cycle, clause (25 Hours of Work) will be entitled to an additional week of accrued annual leave. i.e. they will be entitled to 5 weeks (190 hours of annual leave for an employee averaging 38 ordinary hours per week) annual leave accrued.
 - II. Employees will receive no less than the minimum annual leave entitlement conferred by the NES.
- (c) Where an employee works for part of the 12 months period as a seven day shift worker the employee shall be granted pro rata leave calculated by taking the same proportion as the proportion which the time worked as a seven-day shift worker bears to a year
- (d) The leave prescribed by Clauses 29.1 and 29.2 shall be taken at a time agreed between the employee and Northrop Grumman Integrated Defence Services, or if not agreed at a time fixed by Northrop Grumman Integrated Defence Services.
- (e) An employee proceeding on annual leave shall be paid at the rate, at which he/she was ordinarily employed prior to the commencement of his/her leave. A shift worker's annual leave payments shall be the amount which the employee concerned would have received had he/she worked his/her actual roster but excluding overtime, and penalty payments which the employee would have received for working on public holidays had he/she not proceeded on leave. Provided further that pro rate payments made on termination will be at ordinary rates.
- (f) An employee going on annual leave shall be paid a loading in addition to the payment under Clause 27.1 hereof as follows:
- II. An employee who would have worked on day work only had he/she not been on leave – a loading of 17.5%
 - III. A shift worker – the payment prescribed in clause 22 or a loading of 17.5% in his/her ordinary time rate of pay for ordinary hours he/she would have worked on the roster, whichever is the greater.
 - IV. However, on termination payment shall be at ordinary rates and loading shall apply to any payments for annual leave made on termination

- (g) Annual leave will be given and taken within 12 months of its becoming due.
- (h) At least four weeks' notice shall be given of the commencement of annual leave, provided that Northrop Grumman Integrated Defence Services and the employee may agree that less than four weeks' notice may be given in individual cases.
- (i) Northrop Grumman Integrated Defence Services may grant annual leave to an employee in advance.
- (j) Where annual leave has been granted to an employee in advance pursuant to clause 29.9 and the employee subsequently leaves or is terminated Northrop Grumman Integrated Defence Services may deduct the cash equivalent of the unearned leave.
- (k) Cash out of Annual leave

- II. Where an employee requests, untaken accrued annual leave may be cashed out under this Agreement where:

29.11.1(a) Cashing out is agreed between the employee and the employee's Manager;

29.11.1(b) the employee elects, in writing, to cash out a specified amount of annual leave (there must be a separate written agreement for each cashing out); and

29.11.1(c) the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

- III. An employee who cashes out a period of accrued annual leave in accordance with this clause will be paid the full amount that would have been paid to the employee had the employee actually taken the annual leave foregone. Without limiting the generality of this clause 29.11.2:

29.11.2(a) the employee will be entitled to receive pay in lieu of the amount of annual leave at the ordinary time rate of pay at the time the election is made plus a loading for day workers of 17.5% and, for shift workers, a loading of the average shift penalties earned in the previous six (6) months or 17.5% whichever is greater; and

29.11.2(b) Northrop Grumman Integrated Defence Services will deduct an equivalent amount of accrued annual leave from the employee's accrued annual leave balance.

- (l) If a public holiday occurs during a period of annual leave the employee shall be entitled to receive the public holiday and the day will not be deducted from the employee's annual leave.

- (m) Purchase of Annual Leave

NGIDS policies may provide an annual opportunity by which each full time and part time employee, after he or she has completed twelve months of continuous service, may, subject to

agreement with NGIDS and in accordance with its policies participate in a scheme to purchase two additional weeks of annual leave. The terms and application of such policies will at all times be at the sole discretion of NGIDS.

34 PERSONAL LEAVE

An employee shall be granted

- (a) An employee shall be granted Personal Leave, which accrues on the following basis:
 - (i) On engagement - 5 working days (38 hours for an employee averaging 38 ordinary hours per week)
 - (ii) After 6 months service - additional 5 working days (38 hours for an employee averaging 38 ordinary hours per week)
 - (iii) After 12 months service - 15 working days for each year of service (114 hours for an employee averaging 38 ordinary hours per week)

Employees will receive no less than the minimum personal leave entitlement (10 days) conferred by the NES.
- (b) Leave allowable under this clause and not used by an employee shall accumulate, including all personal leave credits due at the commencement of these provisions, provided that such leave credit shall not be paid or compensated for on termination of employment.
- (c) Where an employee has exhausted all leave allowable with pay, he/she may be granted leave without pay.
- (d) The employee may take up to three (3) days sick leave or carers leave per sick leave year before being required to provide a certificate from a registered health practitioner and if that is not reasonable practicable a statutory declaration. Once the employee has taken three (3) days sick leave or carers leave in the year, or where two or more sick leave or carers leave days are taken consecutively the employee will be required to provide a certificate form a registered health practitioner and if that is not reasonable practicable a statutory declaration for all subsequent absences.
- (e) If the employee cannot produce a certificate when request, Northrop Grumman Integrated Defence Services may not allow payment for the absence. Notwithstanding the provisions of Clause 30.4 where an employee is absent from his/her employment on a working day immediately before or after a public holiday without a certificate, or without the consent of Northrop Grumman Integrated Defence Services, he/she shall not be entitled to payment for such public holiday.
- (f) An employee shall notify Northrop Grumman Integrated Defence Services immediately upon becoming sick and shall, as far as possible, state the nature of the illness and estimated period of absence.

- (g) For the purpose of this clause, “**year**” shall date from the commencement of service with Northrop Grumman Integrated Defence Services.
- (h) Leave under this clause shall be exclusive of public holidays. If an employee falls sick on annual leave and produces at the time satisfactory medical evidence the employee may be granted at a convenient time additional leave equivalent to the period of sickness falling within the annual leave, and such absence shall be recorded as sick leave.
- (i) Employees may access their personal leave entitlement for the purpose of caring for a member of the employee’s immediate family or household who is sick or in the case of an unexpected emergency, and who requires the employee’s care and support (carer’s leave);
- (j) Access to Carer’s Leave

II. This entitlement is subject to:

29.j.1(a) the employee being responsible for the care of the person concerned;
and

29.j.1(b) the person concerned being either:

- A member of the employee’s immediate family; or
- A member of the employee’s household.

- (k) Employees must be the carer in each case.
- (l) The employee may take up to three (3) days sick leave or carers leave per annum before being required to provide a medical certificate and if that is not reasonable practicable a statutory declaration. Once the employee has have taken three (3) days sick leave or carers leave in the year they will be required to provide a medical certificate and if that is not reasonable practicable a statutory declaration for any subsequent absences.
- (m) If the employee cannot produce a certificate or Statutory Declaration when required, Northrop Grumman Integrated Defence Services may not allow payment for the absence.
- (n) An employee shall notify Northrop Grumman Integrated Defence Services immediately upon becoming sick or requiring cares leave and shall, as far as possible, state the nature of the illness and estimated period of absence.
- (o) For the purpose of Clause 30 and 32, **immediate family** includes:
 - I. The spouse (including spouse or de facto partner, a former spouse, a de facto spouse and a former de facto spouse) of the employee; and
 - II. A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse, or de facto partner of the employee.

35 COMPASSIONATE LEAVE

(a) Bereavement Leave

Employees are entitled to paid bereavement leave for up to three (3) days on each occasion to attend the funeral when a member of the employee's immediate family or household dies.

(b) Compassionate Leave

- I. On production of satisfactory evidence, an employee, other than a casual employee, is entitled to be compassionate leave when a member of their immediate family or household:
 - (a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) Sustains a personal injury that poses a serious threat to his or her life.

Employees are entitled to 2 days of paid compassionate leave on each occasion.

36 Parental Leave

Employees are entitled to unpaid parental leave in accordance with the Fair Work Act. If the organisation policy confers an entitlement for paid parental leave then the policy will apply.

As per policy AU-HR 3-57 Parental Leave, the primary carer can apply for fifty two (52) weeks leave with a maximum period of eighteen (18) weeks paid leave and the remaining period unpaid.

For secondary carer, Up to fifty-two (52) weeks consisting of: Two (2) weeks paid leave and the remaining period unpaid.

37 COMMUNITY SERVICE LEAVE

(a) Community service Leave

- I. The NES deals with community service leave and should be read in conjunction with this clause.
- II. An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period to undertake eligible community service.

- III. Eligible community service activity means jury service or voluntary emergency management activities as defined by the NES.

- IV. **Notice**

An Employee who wants an absence from his or her employment to be covered by this clause must give the Company notice of the absence as soon as practicable and must advise the expected period of the absence.

- (b) Jury Service and reimbursement

- I. Northrop Grumman Integrated Defence Services will reimburse the amount equal to the difference between the amount paid in respect of the employee's jury service attendance and the salary that they would have normally received.
- II. Northrop Grumman Integrated Defence Services will require proof of their requirement to attend for jury service and of the amount they were paid for attendance.

38 LONG SERVICE LEAVE

- a) The SPA facility will accumulation at a rate of 13 weeks long service leave after 10 years of service for employees covered by this agreement.
- b) An Employee's entitlement to long service leave will be in accordance with the legislation that applies in the ACT excluding the accumulation rate as covered within 33(a)

39 OTHER LEAVE

- a) Northrop Grumman Integrated Defence Services may grant employees other unpaid leave upon request and as per the leave policy.
- b) Domestic and Family Violence Procedure is available via the NGA intranet and is paid for 5 days leave in any 12 month period.

40 TERMINATION OF EMPLOYMENT

- (a) *Dismissal in Certain Circumstances*

Northrop Grumman Integrated Defence Services may terminate an individual's employment in the following but not exhaustive circumstances:

- I. Serious misconduct by the employee;
- II. A fundamental or serious breach by the employee of applicable aviation safety or security legislation or Northrop Grumman Integrated Defence Services policies and practices as issued by Northrop Grumman Integrated Defence Services from time to time;
- III. A failure by the employee to perform to a satisfactory standard on a consistent basis (so long as the employee has been counselled concerning their performance and been given an opportunity to improve to the required standard).
- IV. Failure by the employee to perform to a satisfactory standard at any time during their probationary period.
- V. If an employee is repeatedly absent from work without proper cause;
- VI. Conduct by an employee which at common law would justify summary dismissal;
- VII. An employee has not complied with Northrop Grumman Integrated Defence Services zero tolerance requirement and having knowingly and/or willingly commenced work whilst under the influence of drugs (prescribed or unprescribed), which are known to affect performance, or alcohol;
- VIII. In the case of a Licensed Aircraft Maintenance Engineer loss of licence (will be treated in accordance with the provisions of clause 19.5);
- IX. Failure to maintain a current ASIC or Defence Security Clearance; or
- X. The inclusion of misinformation or failure to disclose any information, which is reasonably relevant to Northrop Grumman Integrated Defence Services decision to employ the employee.

(b) *Disciplinary Action and Dismissal in other Circumstances*

- I. If the employee is negligent, inefficient, incompetent or unsatisfactory in the discharge of their duties, or if their conduct is unsatisfactory, Northrop Grumman Integrated Defence Services will inform the employee in writing giving particulars and provide counselling to assist them to overcome the inefficiencies, incompetence or unsatisfactory conduct.
- II. The provisions immediately above also apply if the employee fails to appropriately adhere to Northrop Grumman Integrated Defence Services policies, instructions and practices as issued by Northrop Grumman Integrated Defence Services from time to time.
- III. The procedures of this sub-clause will be repeated, as necessary, but on no more than three (3) occasions in total before notice of termination is given.
- IV. Such notice of termination shall be in writing giving the appropriate period of notice and shall state the reasons for the termination and details of the counselling provided.
- V. The provisions of this clause shall not affect the right of Northrop Grumman Integrated Defence Services to dismiss the employee without notice for serious and or wilful neglect of duty, refusing to obey any reasonable instruction, breaching a policy that includes dismissal as a consequence, or for wilful or serious misconduct or tother lawful cause of summary dismissal, in which case they will be paid up to the time of dismissal only.

(c) *Suspension*

Notwithstanding the provisions of this clause Northrop Grumman Integrated Defence Services may suspend an employee without pay for a maximum of ten (10) days for any misdemeanour which otherwise would warrant summary dismissal.

(d) *Notice of termination of employment*

- I. Employees are entitled to notice or payment in lieu of notice based on their years of completed service with as follows:

<i>Period of Services</i>	<i>Period of Notice</i>
Less than 1 year	1 week
More than 1 but less than 3 years	2 weeks
More than 3 but less than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the above notice, the employee will receive an extra week's notice if they are over 45 years of age and have at least two (2) years continuous employment with Northrop Grumman Integrated Defence Services.

(e) *Payment in lieu of notice*

- I. Payment in lieu of notice will be made if the appropriate notice period is not given. Employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.
- II. Payment in lieu of notice must be calculated on the wages the employee would have received in respect of the ordinary time the employee would have worked during the notice period had his/her employment not been terminated.

(f) *Notice of termination by an employee*

- I. The notice of termination required to be given by an employee is the same as that required of the Company. An employee is not required to give the Company the additional period of notice based on age.
- II. If an employee does not give the required period of notice, the Company has the right to withhold from monies due to the employee an amount equal to the ordinary time rate of pay for the period of notice not worked.

(g) *Time off during the period of notice*

If the Company gives an employee notice of termination, the Company must allow the employee up to one day's paid leave to seek other employment. The time off must be

taken at times that are convenient to the employee after consultation with the Company.

- (h) Employees to whom notice requirements do not apply

The period of notice in this clause does not apply to casual employees, employees engaged for a specific period of time or for a specific task or tasks or employees dismissed on a ground, which justifies instant dismissal.

- (i) ***Stand down without pay***

- I. Northrop Grumman Integrated Defence Services may deduct payment from an employee for any day or part of a day in which they cannot be usefully employed because of a stoppage of work by any cause, which IDS cannot reasonably prevent. In these situations consideration will first be given to the following alternative before deduction of pay occurs:
 - Redeployment into productive duties; or where the above cannot be achieved;
 - Deployment onto any paid leaves owing
- II. When Northrop Grumman Integrated Defence Services proposes to stand down an employee, it must notify the employee. During the period such notification remains in force the employee is deemed to be stood down for the purpose of this subclause.
- III. An employee who is stood down must be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.
- IV. An employee who is stood down may, at any time during the period he or she is stood down, terminate this or her employment without notice and is entitled to receive from Northrop Grumman Integrated Defence Services as soon as practicable any moneys due to him or her at the time of termination. The day on which the employee exercises the right of termination without notice is deemed to be the day on which the employment is terminated.
- V. An employee whose employment is terminated under clause 37.9.4 must, for all purposes other than payment in lieu of notice, be treated as if his or her employment had been terminated by Northrop Grumman Integrated Defence Services without default of the employee.
- VI. An employee who is stood down in accordance with this clause can take other employment.
- VII. Except in the case of an employee who is engaged in a strike or stoppage at any establishment of Northrop Grumman Integrated Defence Services, an employee stood down for a period of more than five working days who has exercised the

right to take other employment is entitled to work out in such other employment notice of up to one week provided he or she notifies Northrop Grumman Integrated Defence Services of his or her so doing.

- VIII. An employee who Northrop Grumman Integrated Defence Services proposes to stand down may elect to take, for the period of the stand down only and for such further time as is reasonable required for the employee to return to his or her normal place of abode, any annual leave to which the employee is entitled or which is accruing to the employee, and upon such election being exercised the employee's annual leave must be reduced accordingly.
- IX. Northrop Grumman Integrated Defence Services must not deduct payment for any day prescribed by the Agreement or any agreement affecting Northrop Grumman Integrated Defence Services as a public holiday which occurs during the period of stand down of an employee (other than an employee who is engaged in a strike or stoppage at any establishment of Northrop Grumman Integrated Defence Services) except to the extent that such employee has become entitled to payment for the holiday in other employment. An employee claiming for a holiday must, if required by Northrop Grumman Integrated Defence Services, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.
- X. The continuity of service of an employee who is stood down under this clause is deemed not be broken for all purposes (other than payment of wages).

(j) ***Stand down with pay***

Northrop Grumman Integrated Defence Services may not require an employee to attend work without loss of pay in the following circumstances:

- In the event of an inquiry or investigation into an accident or incident in which they are either directly or indirectly involved.
- Where Northrop Grumman Integrated Defence Services have given the employee notice to terminate their employment Northrop Grumman Integrated Defence Services may elect to continue to pay them during the notice period but not require them to attend work.

(k) ***Outstanding Monies***

Any outstanding monies owed by an employee to Northrop Grumman Integrated Defence Services on termination of employment will be deducted from final payment of monies made to employee, unless agreed otherwise prior to termination.

This clause will not operate to reduce any NES termination entitlements, annual leave or redundancy payments.

(l) ***Payment of Leave on Termination of employment***

Accrued recreational leave and long service leave entitlement will be paid to the employee upon termination. Sick leave accrued but not taken is not payable upon termination.

41 REDUNDANCY ENTITLEMENT

- (a) Northrop Grumman Integrated Defence Services recognises the concern expressed by the Association relating to job security and will seek to ensure that job security is maintained.
- (b) Northrop Grumman Integrated Defence Services agrees that redundancies shall not be declared until such time as all aspects of such redundancies have been discussed in accordance with this clause.
- (c) Northrop Grumman Integrated Defence Services shall take reasonable steps to arrange or assist in obtaining suitable alternative employment for employees who would otherwise be made redundant.
- (d) Northrop Grumman Integrated Defence Services and the Association agree that disputes relating to this clause may be referred to the Commission for resolution.

Discussions before Terminations

- (e) Where Northrop Grumman Integrated Defence Services has made a definite decision that it no longer wishes the job the employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, Northrop Grumman Integrated Defence Services shall hold discussions with the employees directly affected and with the Association as soon as practicable.
- (f) The discussions shall take place as soon as practicable after Northrop Grumman Integrated Defence Services has made a definite decision which will invoke the provisions of Clause 38.5 and shall cover, any reasons for the proposed terminations, measures to avoid or minimize the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (g) For the purpose of the discussion, Northrop Grumman Integrated Defence Services shall, as soon as practicable, provide to the employees concerned and the Association all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, Northrop Grumman Integrated Defence Services shall not be required to disclose confidential information the disclosure of which would be inimical to Northrop Grumman Integrated Defence Services' interest.

Period of Notice

- (h) Employees with at least one year's completed service who are declared redundant shall be given not less than the following periods of notice in lieu of the periods of notice of termination provided in Clause 37.4.1.

Completed Years of Service	Period of Notice
Not more than one year	1 week
One year and up to the completion of three years	2 weeks
Three years and up to the completion of five years	3 weeks
Five year and over	4 weeks

In addition to the above notice, the employee will receive an extra week's notice if they are over 45 years of age and have at least two (2) years continuous employment with Northrop Grumman Integrated Defence Services.

- (i) However, during the period of notice, an employee may terminate his/her employment in accordance with Clause 36(h) where it is necessary for him/her to commence alternative employment. In such circumstances, the employee shall not be entitled to payment in lieu of notice.

Time off Work during Notice Period

- (j) During the period of notice of termination given by Northrop Grumman Integrated Defence Services, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (k) If the employee has been allowed paid leave for more than one day during the notice of period for the purpose of seeking other employment, the employee shall, at the required of Northrop Grumman Integrated Defence Services, be required to produce proof of attendance at an interview or shall not receive payment for the time absent. For this purpose a Statutory Declaration will be sufficient.

(l) Severance Pay

- I. The following scale of payments shall apply to an employee whose employment is terminated for reasons set out in Clause 38.5:
- A minimum of four weeks' pay;
 - Two weeks' pay for each completed year of service; and
 - Pro rata payment for additional completed months of service.

- II. Provided that where a redundancy payment under clause 3813.1 is less than provided for in the NS, then the NES standard will apply.

Other Entitlements

- (m) An employee whose employment is terminated for reasons set out in Clause 38.5 shall be entitled to the following payments:

I. Annual Leave

Annual leave loading shall be paid on pro rata annual leave due to the employee.

II. Long Service Leave

Pro rata long service leave as per the relevant State Long Service Leave Act shall apply.

III. Employees with Less than One Year's Service

Clause 38 will not apply to employees with less than one year's continuous service and the provisions of the Fair Work Act in relation to redundancy payments and notice will apply. The general obligation on Northrop Grumman Integrated Defence Services should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(n) Employees Exempted

Clause 38 does not apply where employment is terminated as a consequence of conduct that justifies instant dismissal.

(o) Incapacity to Pay

Northrop Grumman Integrated Defence Services, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied on the basis of incapacity to pay. The onus shall rest with Northrop Grumman Integrated Defence Services to prove any such incapacity.

(p) Alternative Employment

Northrop Grumman Integrated Defence Services, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if it obtains acceptable alternative employment for an employee.

(q) Association's Commitment

The Association undertakes that it will not seek, on behalf of the employees covered by this Agreement, terms and conditions concerning redundancy, which exceed those in Clause 38.

42 APPLICATION OF CIVIL AVIATION REGULATIONS AND ORDERS

The parties to this Agreement shall have the right to apply to re-open relevant clauses of this Agreement in accordance with the provisions of the Fair Work Act, should any changes occur in the Civil Aviation Regulations and/or Orders which affect such clauses of this Agreement.

43 TRANSMISSION OF BUSINESS

- (a) Where a business is before or after the date of this Agreement transmitted from Northrop Grumman Integrated Defence Services (in this sub-clause called “the transmitter”) to another Employer (in this sub-clause “the transmittee”) and an employee of the transmitter in that business becomes an employee of the transmittee:
 - I. The continuity of the employment of the employee shall 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 transmitter, shall be deemed to be service of the employee with the transmittee.
- (b) In this sub-clause “business” includes trade, process, and business of occupation and includes part of any such business and “transmission: includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has corresponding meaning.

44 Continuity of Service

NGIDS recognise that previous service with QDS is accepted by NGIDS for service related benefits.

45 Consultation

Where Northrop Grumman Integrated Defence Services 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 and only after giving due consideration to issues of confidentiality and disclosure, Northrop Grumman Integrated Defence Services shall notify the employees who may be affected by the proposed changes and the Association.

“Significant effects” include termination of employment, major changes in the composition, operation or size of Northrop Grumman Integrated Defence Service’s workforce or in the skills required; the elimination of diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retaining or transfer of employees to other

work or locations and restructuring of jobs, including the introduction of a requirement for employees to hold full B1 and/or A licenses in order to perform their functions. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

Northrop Grumman Integrated Defence Services shall discuss with the employees affected and their Association the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or their unions in relation to the changes.

The discussions shall commence as early as practicable after a firm decision has been made by the Northrop Grumman Integrated Defence Services to make the changes referred to above.

For the purpose of such discussions, Northrop Grumman Integrated Defence Services shall provide to the employees concerned and their Association, all relevant information about the changes. However, the Northrop Grumman Integrated Defence Services shall not be required to disclose confidential information, the disclosure of which would be inimical to Northrop Grumman Integrated Defence Services interests.

Consultation about changes to rosters or hours of work:

- (a) Where Northrop Grumman Integrated Defence Services proposes to change an employee's regular roster or ordinary hours of work, Northrop Grumman Integrated Defence Services must consult with the employee or employees affected and their representative, if any, about the proposed change.
- (b) Northrop Grumman Integrated Defence Services must:
 - (i) Provide to the employee or employees affected and their representatives, if any, all relevant information about the proposed change, provided that Northrop Grumman Integrated Defence Services is not required to disclose confidential information the disclosure of which would be contrary to the Company's interests;
 - (ii) Invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
 - (iii) Commence the consultation as early as practicable; and
 - (iv) Give prompt 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) These provisions are to be read in conjunction with clauses 21 and 22 of this Agreement

46 NOTICEBOARD

Northrop Grumman Integrated Defence Services will permit a notice board to be erected in each workplace to facilitate communication between employees and/or their union representative.

- (a) The purpose of these provisions and the benefits provided to employees under this Clause 41 is to assist the parties in:
 - Maintaining the integrity of the Agreement;
 - The application of the Agreement, and

- The resolution of disputes about the application of the Agreement in accordance with Clause 45.

47 PERSONAL FILES

Any personal file and/or employment record held by Northrop Grumman Integrated Defence Services in respect of an employee shall be open to inspection by the employee during normal business hours, provided that the request for such inspection is preceded by one day's notice.

48 WORKERS COMPENSATION MAKE-UP PAY

- (a) In addition to any statutory entitlements to workers' compensation under the relevant State legislation, an employee shall be paid make-up pay to ensure they receive their normal weekly earnings for a maximum period of payment or aggregate periods of accident pay to be made up by the employer under this clause is 52 weeks for any on injury) as defined by the relevant State Workers Compensation Act).
- (b) For the purposes of this clause the following definitions shall apply;
 - I. Rostered Overtime – means overtime, which is programmed in the roster and occurs as a result of the mechanics of the shift pattern.
 - II. Scheduled Overtime – means overtime, which is pre-planned on a known and regular basis, such as handover requirements.
 - III. Normal Weekly Earnings – means earnings which include base rates, shift penalties, allowances, entitlements and any rostered or scheduled overtime. It does not include incidental overtime that the employee would have normally worked were it not for the injury.
 - IV. Incidental Overtime – means overtime that is not consistently or regularly programmed, such as covering of absence, peaks in the workloads and unforeseen circumstances.
- (c) If, for the purposes of above, no specific earnings figure is otherwise ascertainable, the figure used shall 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.
- (d) The respective weekly periods of payment include any periods of rehabilitation and/or alternate duties included in the 52-week period.
- (e) Northrop Grumman Integrated Defence Services will continue to make Superannuation Employer Contributions while employee is receiving Make-up Pay.
- (f) Make-up pay to be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the employee and employer.

- (g) Nothing in this clause shall affect the right of Northrop Grumman Integrated Defence Services to terminate an employee's employment in accordance with Clause 38. Provided that no employee shall be terminated as a result of his having received make-up pay or as a means of avoiding make-up pay obligations.
- (h) In the event that an employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of Northrop Grumman Integrated Defence Services to pay make-up pay shall cease from the date of such redemption.
- (i) Where the employee recovers damages for Northrop Grumman Integrated Defence Services or from a third party in respect of a compensatable injury independently of statutory entitlements, he/she shall be liable to repay to his/her employer the amount of make-up pay which he/she has received in respect of the said injury and shall have no further make-up pay entitlements in respect of the injury.
- (j) Where an employee refuses to actively participate in the development and subsequent participation of a return to work plan the employee shall forfeit the right to receive both workers compensation payments and/or workers compensation make-up pay.
- (k) This clause shall apply in respect of compensatable injuries suffered on or after 1 June 1982.

Journey Cover for Workers' Compensation

- (l) Where an employee suffers an injury whilst on a periodic journey to or from his/her place of employment, the injury shall be deemed to have occurred in the course of the employee's employment, and compensation shall be payable by Northrop Grumman Integrated Defence Services, subject to Clause 44.13 below.
- (m) Compensation shall only be payable where the claim is determined to be a Journey Claim in accordance with the provisions of the Workers Compensation Act.
- (n) The compensation paid by Northrop Grumman Integrated Defence Services will include lost wages and reasonable medical expenses arising from injury. Such compensation will be determined in accordance with the relevant State Legislation.
- (o) This agreement for Journey Cover shall only have effect where there is no provision for compensation for a journey claim under the relevant State legislation. It does not operate to extend the liability of Northrop Grumman Integrated Defence Services in respect to journey claims in States where compensation is already available under Workers Compensation legislation. Introduction of journey claims provisions in a State where this Agreement applies will have the effect of negating this Agreement in that State.

49 ACCIDENT AND INCIDENT INVESTIGATION, DISCIPLINE AND GRIEVANCE

- (a) For the purpose of this clause the following definitions from the Civil Aviation Act 1988 – Section 30DL will apply:

“accident” means an occurrence that is associated with the operation or maintenance of an aircraft and that results in:

- (a) The death of, or serious injury to, a person; or
- (b) The destruction of, or serious damage to, an aircraft or other property (whether or not property on the aircraft)

“serious incident” means an occurrence that is associated with the operation or maintenance of an aircraft where either or both of the following applies:

- (a) The occurrence gives rise to a danger of death or serious harm to a person;
- (b) The occurrence gives rise to a danger of serious damage to an aircraft or to other property (whether or not property on the aircraft).

(b) STAGE 1

- I. In the event of an accident or incident, persons involved are to make a statement, without prejudice, verbal or written, as soon as practicable.
- II. Such statements may be made in the presence of a “friend”.
- III. After receiving the statement, Northrop Grumman Integrated Defence Services is entitled to stand the person down, with pay, whilst the report, in total, is considered.
- IV. Should Northrop Grumman Integrated Defence Services be satisfied with the report and not further action is required, the employee so cleared shall be advised to resume normal work.

(c) STAGE 2

- I. However, where it is proposed to further interview an employee in connection with his/her alleged involvement in an accident or incident which may lead to disciplinary action against the employee, they shall be informed by management:

- Of the purpose of the “interview”;
- Of the charge against the employee and outline of reasons thereof;
- That disciplinary action may result;
- That the employee has the right to be accompanied and represented by an accredited representative of the Association;
- The employee may requires a reasonable time (not more than 24 hours) to familiarise himself/herself with matters set out in Stage 2)

- (d) If, following such interview, Northrop Grumman Integrated Defence Services proposes to take disciplinary action; the employee shall be informed of that proposed disciplinary action in the presence of an accredited representative of the Association of which he/she is a member in accordance with Clause 45.2.2.

- (e) In the event that an employee is dissatisfied with the decision the matter may be progressed under Clause 46. Dispute Avoidance and Settlement Procedures, of this Agreement.

50 DISPUTES AVOIDANCE AND SETTLEMENT PROCEDURES

Subject to the *Fair Work Australia Act 2009*, amended from time to time, any dispute concerning the application of this Agreement or National Employment Standard, will be dealt with in the following manner:

- (a) The aggrieved employee shall first discuss the matter with their supervisor.
- (b) If the matter is still unresolved then the employee may invite a representative, including a union representative to meet with the manager or appropriate officer of Northrop Grumman Integrated Defence Services.
- (c) If agreement has not been reached, the matter shall then be discussed between the General Manager and a representative of Northrop Grumman Integrated Defence Services and the employee or his/her representative, which may include the Federal Office of the ALAEA.
- (d) If the matter still remains unresolved, the parties shall refer the matter to the Fair Work Commission of determination
- (e) Provided that if the Dispute Settlement Procedure is being followed, the parties are committed to Fair Work Commission ultimately having the capacity to determine any matter(s) in dispute (i.e. matters that have been traditionally regarded as arbitral matters or as traditionally coming within the Fair Work Commissions' jurisdiction). Consequently, neither party will pursue a jurisdictional objection that would have the effect of preventing this process occurring. To the extent that it is necessary to do so, the parties are therefore committed to the Fair Work Commission performing a private arbitration function if necessary on matters contained in this Agreement.
- (f) Until the matter is determined, the status quo shall prevail and work shall continue as normal, as instructed by Northrop Grumman Integrated Defence Services. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub clause.

51 MUTUAL OBLIGATIONS TO TRAINING

- (a) Northrop Grumman Integrated Defence Services will provide reasonable access to training to afford employees the opportunity to acquire all of the skills, competency and knowledge needed to perform work in their appointed position.
- (b) Employees are required to undertake training to enhance and broaden their work skills as required in their appointed position. By agreement with Northrop Grumman Integrated Defence Services, employees may train for higher or alternative positions. This

training will not entitle the employee to the rate of pay for that higher or alternative position, unless the training is completed and Northrop Grumman Integrated Defence Services requires the employee to use the skills in performing certain duties.

- (c) Training may be undertaken in the employee's own time on a non-paid basis by agreement,
- (d) The employee may be required to coach work skills and procedures to other employees through a mentor training system as part of on the job training.

52 ASSOCIATION REPRESENTATIVE

- (a) Employees appointed by the Association, as the Association's representatives shall, upon notification thereof to Northrop Grumman Integrated Defence Services, be recognised as the accredited representatives of the Association.
- (b) The employee who has been recognised, in accordance with Clause 46 (a) as the Association's representative shall, subject to notifying Northrop Grumman Integrated Defence Services and arranging a mutually convenient time, be allowed such reasonable time as is necessary during working hours to interview Northrop Grumman Integrated Defence Service's representatives on matters affecting employees whom he/she represents.
- (c) Representatives who attend conferences between the Association and management on matters concerning employees covered by this Agreement shall be paid for time spent at such conferences and travelling to and from their workplace to the place of conference up to eight hours on any one day if they would have otherwise lost pay for the said time. Provided that Northrop Grumman Integrated Defence Services total liability under this sub-clause shall be limited to payment in any calendar year of five days. This entitlement may accumulate over any tow-year period up to a maximum entitlement of ten days.

53 RIGHT OF ENTRY OF ASSOCIATION OFFICALS

- (a) An association official shall be permitted to enter Northrop Grumman Integrated Defence Service's premises during working hours subject to the provisions of the Fair Work Act and the following conditions:
 - I. That he/she contacts the relevant company official or such other person as may be nominated by Northrop Grumman Integrated Defence Services at least 24 hours before the proposed visit and states the purpose of the visit prior to arrival. The notice period may be less than 24 hours by mutual agreement;
 - II. That he/she conducts himself/herself in a manner conducive to maintaining good industrial relations; and

- III. That if Northrop Grumman Integrated Defence Services alleges that an official is unduly interfering with or creating disaffection amongst his/her employees or is offensive in his/her method or is committing a breach of any of the previous conditions, Northrop Grumman Integrated Defence Services may refuse the right of entry but the official has the right to bring such refusal before the Fair Work Commission.
- (b) The Association recognises that the SPA Facility is a Defence Facility and that the SPA Business Unit complies with the Defence Industrial Security Program (DISP). Accordingly Northrop Grumman Integrated Defence Services reserves the right to prevent access to certain areas of the work place if it considers that such access would contravene the SPA Facility's obligations under the DISP.

54 TRAINING BOND

- (a) Employees who are required by the Company to complete type training or who are nominated by the Company to have their licence converted into the full B1 CASR Part 66 aircraft type licence, may at the Company's absolute discretion be required to enter into a Training Bond per type course or licence conversion training.
 - I. The employee will be provided with a separate written Training Bond Agreement for each set of training costs paid for by the Company.
 - II. The repayment of type training costs will not exceed \$15,000 or \$10,000 in the case of the Falcon 7x.
 - III. The repayment of licence conversion costs will not exceed \$15,000.
 - IV. For the avoidance of doubt, each Training Bond will stand alone in relation to the type course or licence conversion in respect of which it was entered into.
- (b) Should the employee leave the employ of the Company within 2 years from the completion of the said training as determined by the date of the training certificate, the employee will repay an amount in accordance with the below table (repayment).

The amount of the training Bond is set out in Table 1.

TABLE 1

Training-Aircraft type	Bond Amount	Repayment
Type training (except as provided below) and license conversion	\$15,000	Bond reduces by \$625 per completed month of service

Falcon 7X	\$10,000	Bond reduces by \$417 per completed month of service
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- (c) The employee will be required to pay out the outstanding balance of the bond if they choose to leave Northrop Grumman Integrated Defence Services within 24 months of completing the bonded training. The monetary balance of the bond will be reduced by equal monthly amounts over the period of the bond as referred to above in Table 1.
- (d) This clause will not operate to reduce any NES termination entitlements, annual leave or redundancy payments.

55 CONSULTATION NEW AIRCRAFT TYPE

The parties agree to discuss the introduction and maintenance of new aircraft type into IDS SPA if it should occur during the life of this Agreement.

56 SALARY SACRIFICE

“An employee may voluntarily receive part of pre-tax salary he or she is entitled to under this Agreement in the form of agreed salary sacrifice items where permitted and in accordance with Northrop Grumman Integrated Defence Services policies as varied from time to time. This includes the direction of pre-tax salary to superannuation to the extent permitted by the Trust Deed and Rules of the Northrop Grumman Integrated Superannuation Plan”.

57 INDIVIDUAL FLEXIBILITY AGREEMENT

INDIVIDUAL FLEXIBILITY AGREEMENT

57.1 NGA-TS and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if: the agreement deals with 1 or more of the following matters:

- i. flexible work;
- ii. arrangements about when work is performed;
- iii. overtime rates;
- iv. penalty rates;

- v. allowances;
- vi. leave loading; and
- vii. arrangements for a single annual leave day off

- (a) the arrangement meets the genuine needs of NGA-TS and the employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (b) the arrangement is genuinely agreed to by NGA-TS and the employee.

57.2 NGA-TS must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

57.3 NGA-TS must ensure that the individual flexibility arrangement:

- (d) is in writing; and
- (e) includes the name of NGA-TS and the employee; and
- (f) is signed by NGA-TS and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (g) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (h) states the day on which the arrangement commences.

57.4 NGA-TS must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

57.5 NGA-TS or employee may terminate the individual flexibility arrangement:

- 57.6 by giving no more than 28 days written notice to the other party to the arrangement; or
- 57.7 if NGA-TSNGA-TS and employee agree in writing -at any time.

SIGNATORIES

Northrop Grumman Integrated Defence Services Pty Ltd (QDS)

.....

Signature

.....

Name of IDS representative (Print)

.....

Address of IDS

.....

Authority to sign Agreement for IDS (Position/Title)

Australian Licenced Aircraft Engineers Association (ALAEA)

.....

Signature

.....

Name of ALAEA representative (Print)

.....

Address of ALAEA

.....


Authority to sign Agreement for ALAEA (Position/Title)

SIGNATORIES

Northrop Grumman Integrated Defence Services Pty Ltd (QDS)



Signature



Name of IDS representative (Print)

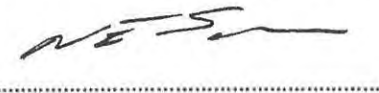


Address of IDS

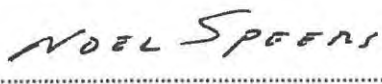


Authority to sign Agreement for IDS (Position/Title)

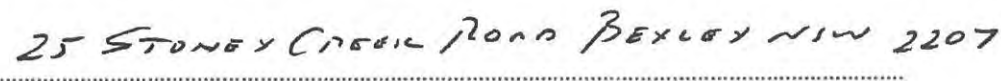
Australian Licenced Aircraft Engineers Association (ALAEA)



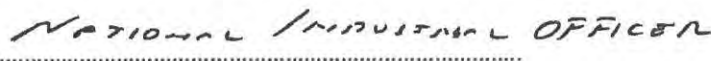
Signature



Name of ALAEA representative (Print)



Address of ALAEA



Authority to sign Agreement for ALAEA (Position/Title)

AME and TA Base Wage Rates. The base wage rates contained in this appendix are those applicable for a thirty-eight (38) hour week.

TABLE 1

	First pay period on or after 1 December 2020
Grade	Per week
I	\$911.44
2	\$947.79
3	\$986.49
4	\$1,020.54
5	\$1,152.90
6	\$1,211.59
7	\$1,267.41
8	\$1,363.94

TABLE 2

Apprentice (no HSC or equivalent) – First pay period on or after 1 December 2020		
1 st Year	42% of AME Grade 5	\$484.23
2 nd Year	55% of AME Grade 5	\$634.10
3 rd Year	75% of AME Grade 5	\$864.69
4 th Year	88% of AME Grade 5	\$1,014.56
Adult	88% of AME Grade 5	\$1,014.56

APPRENTICE RATES OF PAY (with HSC or equivalent)

TABLE 3

Apprentice (with HSC or equivalent) – First pay period on or after 1 December 2020		
1 st Year	55% of AME Grade 6	\$666.39
2 nd Year	65% of AME Grade 6	\$787.53
3 rd Year	75% of AME Grade 6	\$908.70
4 th Year	88% of AME Grade 6	\$1,066.21
Adult	88% of AME Grade 6	\$1,066.21

1 B. Allowances**Clause 11**

Allowances are per week rates unless otherwise stated

Provision	1 December 2018	1 December 2019
SPA Duty Lane	\$210.30	\$217.03
Pilot Training	\$14.47	\$14.93
Taxying	\$12.83	\$13.24
Fuel Tank Entry & Confined Space <i>Per day</i>	\$13.16	\$13.58
Laundry	\$6.41	\$6.61
Night Soil <i>Per shift</i>	\$5.35	\$5.52
Dangerous Goods	\$16.92	\$17.46
First Aid	\$16.92	\$17.46
Meal Allowance <i>Per occasion</i>	\$14.30	\$14.76
Store Duty Allowance <i>Per event</i>		\$10.00
Tool Allowance <i>All purpose</i>	\$17.32	\$17.87

**Northrop Grumman Australia –
Technology Services**

197 Coward Street
Mascot NSW 2020

ABN 53 090 673 466

2 April 2020

Deputy President Boyce

Fair Work Commission

Dear Deputy President

AG2020/419 – Application by Northrop Grumman Integrated Defence Services Pty Ltd

We give the following undertakings in relation to the *Northrop Grumman Integrated Defence Services Pty Limited* trading as Northrop Australia Technology Services, Special Purpose Aircraft Maintenance Agreement 2020 (the Agreement).

1. Casual minimum hours

Casual employees are entitled to a minimum payment of four hours work at the appropriate rate for each engagement.

2. Span of ordinary hours

For the avoidance of doubt, the span of ordinary hours for day workers is the same as for 'Day Shift' in clause 27(a), namely 0600 to 1800, Monday to Friday.

3. Suspension without pay

The employer will not apply clause 40(c), which provides for suspension without pay.

4. Consultation

For the purposes of consultation in accordance with clause 45 of the Agreement, employees are permitted to be represented by a representative of their choice in consultation.

5. Clause 51(c) – Training

Clause 51(c) is intended to be permissive and make it clear that employees may, with agreement from their manager, with no obligation for the employer to reimburse any costs, undertake other training. This covers training not covered by clause 51(a) (which is training required for the employee's appointed position) or clause 51(b) (training for higher positions where required by the employer) to improve an employee's knowledge and skills in their own time (shift down time, TOIL or leave).

6. **Appendix A**

The dates in Appendix A should be 1 December 2019 rather than 1 December 2020 in accordance with the attached revised Appendix A.

7. **Other**

Insurance coverage indemnifying employees exceeds minimum requirements. No employee will be compelled to work on an aircraft during a bomb scare or hijack incident.

Signed on behalf of Northrop Grumman Integrated Defence Services Pty Limited trading as Northrop Grumman Australia – Technology Services

A handwritten signature in blue ink, appearing to read 'C. Deeble', is written over a faint, larger version of the same signature.

Christopher Deeble*
Country Executive

*Mr Deeble is the Head of the Australian business of Northrop Grumman and has authority to give these undertakings on behalf of the employer

AME and TA Base Wage Rates. The base wage rates contained in this appendix are those applicable for a thirty-eight (38) hour week.

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