

## SCHEDULE 2 – Additional Obligations as an Approved Employer during COVID-19

### A. Purpose

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- A.1 The purpose of this Schedule 2 is to specify additional responsibilities that You have in order to recruit Pacific and Timorese workers under the Pacific Labour Scheme (PLS) during the COVID-19 pandemic.
- A.2 The requirements set out in this Schedule are in addition to all of the obligations You have under this Deed and will apply for:
- (a) as long as the Australian and state/territory governments have in place policies and procedures that seek to restrict the movement of individuals into and out of Australia in order to reduce the incidence of COVID-19 transmission throughout the Australian population; and
  - (b) until the Workers recruited by You pursuant to this Schedule 2 depart Australia to return to their country of origin.
- A.3 The contents of this Schedule 2 must be read in conjunction with the contents of the Deed and Schedule 1. If there is any inconsistency between Your obligations specified in this Schedule 2 and Your Obligations specified in the Deed or Schedule 1, Your Obligations specified in Schedule 2 will take precedence over Your obligations specified in the Deed or Schedule 1, but only to the extent of the inconsistency.

### B. Key principles

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- B.1 The key principles underlying this Schedule are as follows:
- (a) Pacific labour mobility programs deliver benefits to Workers, employers and communities in both Australia and the Pacific/Timor-Leste.
  - (b) The health and wellbeing of the Australian and Pacific/Timor-Leste communities is paramount. The welfare of Workers participating in the PLS is a high priority for all governments.
  - (c) The Australian Government is working closely with Pacific and Timor-Leste Governments to support COVID-19 preparedness and response.

### C. Additional Responsibilities

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- C.1 Before submitting a Recruitment Application under clause B.2 of Schedule 1, You are required to submit to Our Managing Contractor a proposal to recruit PLS Workers ("Recruitment Proposal"). *[A Restart Recruitment Proposal form will be provided to Approved Employers]*
- C.2 Upon receipt of Your Recruitment Proposal, Our Managing Contractor will share and liaise with the relevant Australian state or territory government and seek its endorsement for your Recruitment Proposal.
- C.3 Once Our Managing Contractor notifies You that the state or territory government authorities has provided conditional approval for the Recruitment Proposal, You will be invited to submit the full Recruitment Application.
- C.4 Your Recruitment Application must include all standard PLS requirements specified in clause B.3 of Schedule 1 and in addition, Your Recruitment Application must include the following:

- (a) a statement confirming Your COVID-19 plan has been approved by the relevant state or territory government; and
  - (b) a declaration by You that Your COVID-19 plan meets all applicable workplace health and safety requirements, including for COVID-19; and
  - (c) an agreement by You to meet Australian quarantine costs (including health insurance for the quarantine period), or confirmation by a third party to cover these costs.
- C.5 Once Your Recruitment Application is approved by Us, Our Managing Contractor will notify You and seek final approval from the relevant state/territory Chief Health Officer or his/her authorised delegate. The relevant state or territory will inform You via Our Managing Contractor if any additional information is required for final approval.
- C.6 Once the relevant state/territory Chief Health Officer or their delegate is satisfied the recruitment can proceed, Our Managing Contractor will notify You to recruit workers in line with the Recruitment Application.
- C.7 As Your Workers may be subject to quarantine requirements of the Australian state/territory in which they arrive, You must work with the relevant state and territory governments to ensure all Workers You recruit undertake the required quarantine arrangements on arrival in Australia.
- C.8 You must maintain at all times a state/territory government approved COVID-19 management plan and/or meeting all ongoing workplace health and safety requirements.
- C.9 You must not pass on to Your Workers any costs associated with their quarantine arrangements. Note that subject to any arrangements made by You or Our Managing Contractor with the relevant state and territory governments, You may be required to cover some or all of the costs of quarantining Your Workers;
- C.10 You must ensure that all Offers of Employment to Your Workers include details of the quarantine arrangements, including:
- (a) the location of the quarantine facility;
  - (b) a notification that the PLS Workers will not be charged any costs associated with the quarantine arrangements;
- C.11 You must arrange and pay for the full costs of transporting PLS Workers:
- (a) from their Port of Arrival in Australia to the quarantine facility;
  - (b) between the quarantine facility and their work location or accommodation; and
  - (c) from their work location to their Port of Departure from Australia.
- C.12 You must ensure that Your Workers have access to adequate health insurance from the date of their arrival in Australia until the date of their departure and that the health insurance covers repatriation costs for serious injury or death;
- (a) You must not recoup the cost of the health insurance from Your Workers for the duration of any quarantine period on arrival;
- C.13 You will only be permitted to recover reasonable travel costs from Your Workers. *[Advice will be provided to Approved Employers by the Department of Employment and Workplace Relations on what constitutes reasonable costs and will be based on pre-COVID average flight costs and is subject to review.]*

- (a) You may recoup up to a maximum amount from each Worker through deductions from their wages towards the actual cost of international airfares, with maximum allowable costs outlined in the reasonable travel costs table.
  - (b) You must pay any remaining amount for the international airfare and must not recoup this from the Your Workers.
  - (c) You will not profit from international airfare. You must only recoup the actual cost of international airfares if they are below the maximum allowable costs outlined in the reasonable travel costs table.
- C.14 You will ensure that when You book flights for Your Workers, You confirm with the relevant flight operator (including the charter flight operator where applicable) that a pre-boarding screening, questionnaire and temperature check will be undertaken in accordance with any Australian Government and relevant state or territory government requirements for flights.
- C.15 You will be responsible for organising the return travel arrangements for Your Workers, including charter flight arrangements where commercial services are not available.
- (a) You must consult Our Managing Contractor not less than six (6) weeks prior to Your Workers' contracts ending about return flight arrangements, in order for Us to discuss repatriation plans with the relevant partner government.
  - (b) You must pay any remaining amount for the return leg of the international airfare if it is above the maximum allowable costs outlined in the reasonable travel costs table.
- C.16 Within twenty (20) Business Days of the Your Workers commencing employment in Australia, You must provide a report ('Arrival Report') to Our Managing Contractor that includes the following information:
- (a) the dates of arrival of the Your Workers in Australia, and if any did not arrive as expected, why;
  - (b) a list of the Your Workers names, visa expiry dates and country of origin;
  - (c) details of all domestic transfer costs (if applicable);
  - (d) confirmation that You have assisted the Your Workers with obtaining tax file numbers, and opening bank and superannuation accounts;
  - (e) confirmation the Arrival Briefing was delivered and covered all the essential subject matter as required under the Deed;
- C.17 Should You consider that You or Your Personnel, Providers or Subcontractors are unable to perform any obligations in the Deed or as set out in this Schedule, You must immediately notify Us or Our Managing Contractor in writing.