

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/174

TITLE: Southern Region Lifesaver Rescue Helicopter Enterprise Agreement 2005

I.R.C. NO: IRC6/1799

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

TERM: 27

NEW AGREEMENT OR
VARIATION: Replaces EA02/198.

GAZETTAL REFERENCE: 19 May 2006

DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed by Southern Region SLSA Helicopter Rescue Service Pty Limited, located at Surf House, 1 Notts Avenue, Bondi NSW 2026, who are engaged in piloting, crewing and maintaining the helicopters, but does not cover clerical and managerial employees.

PARTIES: Southern Region SLSA Helicopter Rescue Service Pty Ltd -&- The Australian Workers' Union, New South Wales

ENTERPRISE AGREEMENT

between

**SOUTHERN REGION SLSA HELICOPTER RESCUE
SERVICE PTY LTD**

and

**THE AUSTRALIAN WORKERS' UNION, TECHNICAL,
ADMINISTRATIVE, PROFESSIONAL AND STAFF BRANCH**

and

**THE COMPANY'S HELICOPTER PILOTS/AIR CREW/ AVIATION
ENGINEERS**

1. TITLE OF AGREEMENT

This Agreement shall be known as the SOUTHERN REGION LIFESAVER RESCUE HELICOPTER ENTERPRISE AGREEMENT 2005

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3. PARTIES BOUND

- 3.1 This Enterprise Agreement is made pursuant to Chapter 2, Part 2 of the New South Wales Industrial Relations Act 1996. The parties bound by this agreement are Southern Region SLSA Helicopter Rescue Service Pty Limited, Surf House, 1 Notts Avenue, Bondi NSW (registered office), The Australian Workers' Union, Technical, Administrative, Professional and Staff Branch, and the employees engaged in piloting, crewing and maintaining the Helicopters.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall take effect from the first full pay period following the date of registration and shall have a nominal life up to 30 June 2008. Unless otherwise ~~s~~-agreed, all wage adjustments have been backdated to 1 July 2005.
- 4.2 Negotiations shall commence on the new Agreement on the 1 of December 2007 and is to be registered by 30 June 2008.
- 4.3 If the new Agreement is not registered by the 1 July 2008 unless otherwise agreed, any benefits forthcoming in the new Agreement will be backdated to 1 July 2008.

5. DURESS

- 5.1 This Enterprise Agreement has not been entered into under duress by any of the parties.

6. PURPOSE OF THE AGREEMENT

- 6.1 The purpose of this Enterprise Agreement is to regulate the conditions of employment as they relate to the Helicopter Pilots, Crewpersons and Engineers who are employed by Southern Region SLSA Helicopter Rescue Service Pty Limited.
- 6.2 The parties recognise that there needs to be flexibility and co-operation between all parties to the Agreement so as to be able to meet conditions of Service Agreements and Contracts.

7. DEFINITIONS

- 7.1 "Employer" means Southern Region SLSA Helicopter Rescue Service Pty Ltd, or a Representative or Agent acting on its behalf.
- 7.2 "Employee" means a full-time Pilot, Co-Pilot, Crewperson, Aircraft Maintenance Engineers and Casual Pilots or Crewpersons in the Employer's employ.
- 7.3 "Duty Time" means that time when an employee is on duty and is dependent upon the roster sequence applicable to their home base. The roster sequence is outlined in Schedule One.
- 7.4 "Work Time" means that time which the Pilot, Co-Pilot, Crewperson or Engineer is required to be at the base or any other location nominated by the Employer where he or she can crew or maintain the aircraft or carry out any other duties reasonably requested by the Employer.
- 7.5 "Time Free of Work" means that time where the Pilot, Co-Pilot or Crewperson is relieved of all duties and responsibilities and is not required to be contactable by the Employer.
- 7.6 "Leave" means when the Employee is on annual, long service, sick, jury, bereavement, maternity/paternity, adoption, leave without pay, personal carer's, family and community service leave.
- 7.7 "Chief Pilot" means the Pilot appointed by the Employer and who is approved by the Civil Aviation Safety Authority (CASA) to perform the duties and responsibilities of the Chief Pilot. This may include the temporary appointment of a pilot to act in this position in the extended absence of the incumbent.
- 7.8 "Captain" means the Pilot in command appointed by the Employer to perform the duties and responsibilities of the role.

- 7.9 “Co-Pilot” means the person appointed by the Employer to perform the duties and responsibilities of the role.
- 7.10 “Chief Crewman” means the Crewperson appointed by the Employer to perform the duties and responsibilities of the Chief Crewman. This may include the temporary appointment of a crewperson to act in this position in the extended absence of the incumbent.
- 7.11 “Crewperson” means an Employee who fulfils the role of aircraft crewing and associated duties and primarily performs, but is not limited to the roster requirements of CAO 48 and relevant dispensations pertaining to the Employer.
- 7.12 “Casual” means a Pilot, Co-pilot or Crewperson who appears on the crew roster on a casual basis. The rate of pay for a casual employee covers salary, allowances, leave, superannuation and other benefits.
- 7.13 “Licensed Engineer” means a licensed aircraft maintenance engineer appointed by the Employer to perform the duties and responsibilities as defined holding a CASA engineering licence relevant to the operating aircraft.
- 7.14 “Chief Engineer” means a licensed aircraft maintenance engineer appointed by the Employer to perform the duties and responsibilities of Chief Engineer as defined holding a CASA engineering licence relevant to the operating aircraft.
- 7.15 “Engineer” means an unlicensed aircraft maintenance engineer appointed by the Employer to perform the duties and responsibilities as defined and does not hold a CASA engineering licence.
- 7.16 “Prescribed Salary” shall be the taxable cash component of gross salary, ie gross salary less the non-taxable wage sacrifice component as per clause 10.2.
- 7.17 “Gross Salary” means the gross of salary and allowances payable under Clause 9 of this agreement.
- 7.18 “Training and Checking Captain” means a pilot designated by the Chief Pilot to the position of training and checking company pilots to ensure currency and competence.
- 7.19 “Senior Training and Checking Crewperson” means a crew person designated by the Chief Crewperson to the position of training and checking Crewperson to ensure currency and competence.
- 7.20 “Union” means (The Australian Workers’ Union, Technical, Administrative, Professional And Staff Branch)

8. CONTRACT OF EMPLOYMENT

8.1 Probationary Period

- 8.1.1 On commencement of employment, the first three (3) months of employment are deemed to be a probationary period. The Employer or Employee may terminate the Employment Contract in writing with two (2) weeks notice or payment in lieu thereof during that probationary period.

8.2 Terms of Employment

- 8.2.1 After the expiration of the probationary period outlined in sub clause 8.1 above the employer or employee may terminate the Employment Contract with one (1) month’s notice or payment in lieu thereof.

8.3 Licensing and Fitness

- 8.3.1 Pilots, Crewpersons and Engineers shall at all times personally ensure currency and maintenance of the appropriate licences, permits and endorsements under all relevant legislation and regulations to

enable the proper discharge of all obligations to the Employer. The Company will meet the cost of such.

- 8.3.2 Crewpersons and Casual Crewpersons will maintain a standard of fitness as laid down in Company Standard Operating Procedures Manual.
- 8.3.3 The expenses involved in any medical examinations required to comply with Clause 8.3.1 or other requirements shall be reimbursed to the Employee by the Employer.
- 8.3.4 All costs associated with the Pilots' need for CASA and aviation related maps, documents and publications shall be met by the Employer. When the employee leaves the employment of the company, these items are to be returned to the Employer.

8.4 Observance of Statutory Regulations

- 8.4.1 The Employee shall make every endeavour, to obey the regulations and instructions laid down in the relevant Civil Aviation Safety Authority or Air Services Australia documents and the Company's Operations Manual, Maintenance Control Manual and Standard Operating Procedures Manual.
- 8.4.2 All employees must read and sign-off on their understanding of the Operations Manual and must abide by the Company's Policies and procedures, as amended from time to time.

8.5 Management of Unsatisfactory Performance

- 8.5.1 This clause does not apply in the case of misconduct, neglect of duty or a breach of safety.
- 8.5.2 A Supervisor/Department Manager should make every effort to resolve instances of possible unsatisfactory performance through guidance, counseling, staff development and/or appropriate work allocation prior to the processes set out below being undertaken.
- 8.5.3 An employee is entitled to seek the assistance of the union at any stage of the process outlined below. The Employee may request to have present at any formal discussion a union representative or a witness. The Employer must provide the Employee written notice 48 hours prior to any formal discussion relating to unsatisfactory performance. This notice shall include the issues that the Employer wishes to discuss with the Employee.
- 8.5.4 Where an assessment is made by a supervisor that an employee's performance is less than satisfactory, the supervisor will discuss with the employee the deficiencies in performance and will identify the performance standard required. The employee will be given the opportunity to respond to the supervisor's assessment.
- 8.5.5 The supervisor should allow a reasonable timeframe for the employee to improve performance taking into account the duties required of the position. The timeframe should be established in consultation with the employee and will not normally be less than three months. The supervisor should meet regularly with the employee during the review period.
- 8.5.6 If after the actions in sub clauses 8.5.3, 8.8.4 and 8.5.5 the employee's performance has not improved to an agreed standard, the employee's employment may be terminated.

8.6 Termination of Employment

An Employee's employment may be terminated in accordance with the following:

- 8.6.1 In the event of the suspension or loss of the Employee's licence that renders the Employee unable to fulfil normal duties.

- 8.6.2 Should the Employee fail to meet the minimum CASA medical standards required for the class of operation of our Service, following due consideration to sick leave entitlements as provided for in Clause 16 of this agreement. This includes all crew required to meet CASA medical standards.
- 8.6.3 The Employee is unable, due to illness or any other reason, to perform normal duties for a period in excess of the Employee's accumulated and current sick, other sick leave entitlements annual and long service leave entitlements.
- 8.6.4 In the case of Crewpersons, including Casual Crewpersons, failure of a Crewperson to meet and maintain a standard of fitness as laid down in the Company's Operations Manual. Should the Employee fail this standard they shall be provided one period of four (4) weeks grace before being retested. Failure to meet this standard following re-testing will result in termination.
- 8.6.5 Ongoing unsatisfactory performance where the management of the performance as outlined in Clause 8.5 has been exhausted.
- 8.6.6 The required period of notice is to be worked out as follows:
- (a) first work out the period of notice using the table at the end of this subsection; and
 - (b) then increase the period of notice by one week if the employee:
 - (i) has completed at least two years of continuous service with the employer and is over 45 years of age at the date of termination.

Employee's period of continuous service with the employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 8.6.7 The required amount of compensation instead of notice must equal the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have been liable to pay to the employee because of the employment continuing during that period.
- 8.6.8 Nothing in this agreement shall affect the right of the Employer to summarily dismiss an Employee without notice for neglect of duty or serious misconduct and in such case the salary shall be paid up to the time of dismissal only. This clause will only be invoked in extreme circumstances. Serious misconduct includes, but is not limited to:
- a) Wilful or deliberate behaviour by the employee that is inconsistent with the continuation of this employment agreement; or
 - b) Conduct that causes eminent and serious risk to:
 - The health or safety of a person
 - The reputation, viability or profitability of the Southern Region SLSA Helicopter Rescue Service business.
 - (c) The employee, in the course of the Employee's employment, engaging in:
 - Theft
 - Fraud
 - Assault
 - (d) The Employee being intoxicated at work
 - (e) The Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.
 - (f) The employee releasing of Company documents or the breach of confidential information.

8.7 Disciplinary Leave

- 8.7.1 In lieu of dismissal for an action other than wilful misconduct, neglect of duty or breach of safety, the Employer may direct the Employee concerned to take a period of disciplinary leave. Such leave shall be with pay and shall be for a period of not less than one (1) working day and not more than twenty (20) working days.
- 8.7.2 Should the employee transgress again on disciplinary matters, the procedures as outlined in 8.5.5 and 8.5.6 will be undertaken. Personal files shall at all times be held on the premises.

8.8 Access To Personal Records

- 8.8.1 The Company shall when requested by an employee, permit that employee to inspect their personal file and employment record during normal office hours and at a mutually agreed time.
- 8.8.2 If any adverse comment or material is to be written about an employee or their level of proficiency and placed in their employment file at any time, the Company shall provide the employee with a copy of the document and the employee has the right to place any reply into that file.

9. REMUNERATION

9.1 Salary

- 9.1.1 The Pilots, Co-Pilots, Crewpersons' and Engineers salaries may be negotiated with the individual employee based upon their job description, experience, performance and merit.
- 9.1.2 Salaries in this Clause represent the total gross base payment, exclusive of allowances. It includes rostered shifts, overtime and formal training days.

9.2. Rates of Pay

- 9.2.1 Salaries for Pilots, Co-Pilots and Crewpersons' will be paid in accordance with rates as set out in Schedule 1 (attached).
- 9.2.2 Salaries for Engineers will be increased as follows:
1 July 2005 4.0%;
1 July 2006 6.0%;
1 July 2007 6.0%

It should be noted that salary increases for Pilots, Co-Pilots, Crewpersons' and Engineers, effective 1 July 2005 have been paid from that date.

9.3 Years of credit offered to new Employees.

9.3.1 Pilot.

- 1-year credit for each of the following, which will be accumulative;
- Instrument rating for position employed. (i.e. command/ copilot)
 - Type endorsement on company helicopter for the position employed.
 - Previous EMS experience greater than 12 months.
 - ATPL.
 - Instructor rating.
 - Greater than 4,000 hours aviation experience.
 - Previous multi engine experience, greater than 100 hours.
- Maximum 5 years of credit.

9.3.2 Crew Person

1-year credit or each of the following;

- Hoist operator certificate,
- Previous EMS experience greater than 12 months,
- Significant special skills acknowledgement, i.e. roping, equipment specialist.
- Credit for each two years of voluntary service with the company, maximum credits for this item 2 years.

Maximum credits 5 years.

9.3.3 Base rate for new employees

9.3.3.1 In accordance with Clause 9.3.1 and 9.3.2, the base rate for new employees is to be the equivalent of the salaries table as listed in Clause 9.1.2 and any applicable salary increase.

9.3.3.2 By the end of June each year Management and the Employee will enter into a Performance Review. This review is undertaken on an individual basis with the employee and the Employer. The performance review is conducted in accordance with mutually agreed processes.

9.3.3.3 A Casual Crewperson or Casual Co-Pilot shall be paid at a rate of \$327.00 per day or night shift. A Casual Captain shall be paid at a rate of \$467.00 per day or night shift. This rate recognises annual leave, superannuation and other normal benefits.

9.3.3.4 These amounts incorporate a 4% increase, which has been backdated and effective from 1st July 2005 and will be paid as set out in Schedule 1.

9.4 Additions to Salary

9.4.1 Allowances will be paid in accordance with rates as set out in Schedule 1 (attached).

9.4.2 Further and additional allowances may be negotiated with individual Employees who hold or have demonstrated special skills, at the discretion of the Employer.

9.4.3 These amounts incorporate a 4% increase, which has already been backdated and paid effective from 1 July 2005, as well as a 4% increase effective 1 July 2006 and a 4% increase from 1 July 2007

10. BENEFITS

10.1 The Employer will provide to the Employee whether fulltime, part time or casual at the Employee's request the following fringe benefits as a "salary package":

10.2 Wage Sacrifice

10.2.1 Up to \$14,089 (maximum) wage sacrifice on gross salary (being salary and allowances as specified in Clause 9) will be available.

10.2.2 The wage sacrifice can be applied by the Employee of any category whether fulltime, part time or casual. It can be nominated to a third party acceptable by the Commissioner of Taxation. Casual Crew will be allowed to salary sacrifice up to 30% of their earnings.

10.3 Insurance

10.3.1 Employees (as of 1 July 2005) listed under Category 1 of the policy will be covered by a twenty four (24) hour Personal Accident Insurance Policy (including Death and Disability cover) to the value of \$500,000, except when engaged in outside employment. Employees listed under Category 2 and 3 of the policy will be covered by a Personal Accident Insurance Policy (including Death and Disability cover) to the value of \$500,000 but only whilst engaged on business under the control of the Employer.

10.3.2 Category 1 Employees engaged after 1 July 2005 will be covered as Category 2 & 3 above.

10.3.2 The premiums for this insurance shall be met by the Company and the conditions applying shall be in accordance with the policy. A copy of the Employee's insurance policy certificate will be provided to the Employee within 30 days of ratification of this Agreement by the Industrial Registrar and thereafter by 15th January each year. The beneficiary of the policy shall be nominated as required from time to time by the Employee. A copy of the policy document shall be made available for each Employee.

10.3.3 Loss of Licence Insurance

The Employer shall provide Loss of Licence insurance for its pilots and co-pilots. The premium paid each year by the Employer shall be no less than that provided for under the Federal Pilots Award.

10.4 Leave Entitlements and Termination

10.4.1 All leave entitlements taken during employment (including sick, annual, special and long service leave), will be calculated on the Prescribed Salary (as defined). Upon termination any accrued entitlements to be paid out will be calculated on the gross salary.

10.4.2 Upon termination, any salary benefits which have been paid in advance - past the date of termination (e.g. mortgage repayments) - will be pro-rated, and the Employee will have to refund to the Employer that portion of the benefit paid which exceeds the Employee's last day of employment. This can be deducted from final payment.

10.5 Superannuation

10.5.1 The employer shall contribute on behalf of an employee, employer contributions to one (1) complying superannuation fund chosen by the employee, which may be the BT Financial Group – BT Business Superannuation Plan. Where the employee does not choose a fund in the manner required by the employer from time to time, the contributions on behalf of the employee shall be made to the BT Financial Group – BT Business Superannuation Plan.

10.5.2 The employer contribution for employees in the BT Financial Group – BT Business Superannuation Plan is currently 9%. These employer contributions are in accordance with the Superannuation Guarantee (Administration) Act 1992 (Clth) requirements.

10.6 Tax Liability Arising From Change to Tax Laws

10.6.1 It is recognised that taxation liability in respect to increase in income tax and increase in Medicare levy are the sole and exclusive responsibility of the Employee. Consequently, if as a result of changes to these two (2) taxation responsibilities the tax liability arising from the employment of the Employee is increased, the Employer may restructure the Employee's package so that the Employee bears the cost of that increased liability.

10.6.2 If taxation laws change during the term of this agreement such that the "wage sacrifice" on gross salary as mentioned in paragraph 10.1.1 are no longer available or are restructured to the detriment of the Employee the Employer shall restructure the Employee's package so that they shall revert to the gross salary specified in Clause 9 of the agreement. The Employer shall review the appropriate structure of the Employee's package at such time, or on the subsequent request of the Employee.

10.6.3 The employer will offer to the employee any benefit that may become available due to changes in the taxation legislation that can improve the employee's net position, providing there is no further financial cost to the company.

11. TRAINING

- 11.1 An Employee who undergoes a course of training at the Employer's expense may be required to sign a separate agreement to the effect that the Employee will remain with the Company for a period commensurate with the cost of that course. The period shall be specified in such separate agreement.
- 11.2 Employees are strongly encouraged to train on rostered days off from time to time to fulfil their currency, recency or renewal requirements. Training days are incorporated into the salary clause 9.1.1.
- 11.3 The company will make best endeavours to develop training programs and resources for Pilots and Crewpersons. These programs will be based upon the job requirements and competencies of Pilots and Crew and can only be implemented with the mutual consent of the Employer and Chief Pilot or Chief Crewman. Training will contribute towards the receipt of nationally recognised qualifications.

12. ANNUAL LEAVE

12.1 Leave Entitlement (Pilots, Co-Pilots and Crewpersons)

- 12.1.1 Each Employee shall accrue forty-two (42) calendar days (336 hours) annual leave (inclusive of Saturdays, Sundays and public holidays) for each completed year of service. The roster will be such that leave periods will be taken in blocks according to the roster schedule being worked. Where an Employee resigns with less than a complete year of service, such an Employee shall be paid pro-rata for service less than a completed year.
- 12.1.2 Up to two (2) single annual leave days may be taken in any leave year subject to the approval of the Employer, having regard for operational requirements. These days shall be deducted from the annual leave day's balance at the rate of 1 day for each of the two days/shifts taken as detailed above. For each of the two days/shifts taken, as detailed above, 10-hours per day/shift will be deducted from the annual leave hour's balance.
- 12.1.3 The Employer will provide to the Employee at the start of this agreement their calculation of accumulated leave which agreement between the two parties shall occur, if this is not possible the mediation process shall be called upon to resolve the issue.
- 12.1.4 By the 15th day of July of each year the Employer shall give the Employee a balance of holidays accrued and when if any such holidays were taken during the previous year and the days deducted.
- 12.1.4 The Employer will take the necessary steps to ensure that an Employee shall be able to take leave at the requested period where more than 3 months notice of the intention to take leave is given. The company shall approve the request as long as the Company can maintain operational requirements and is able to meet conditions of service agreements and contracts. Generally only one employee of each category of employment will be approved for leave at any one time.
- 12.1.5 Except in exceptional and extenuating circumstances an Employee will be required to take any leave in excess of:
- for Pilots, Co-Pilots and Crewpersons – 63 days, or
 - for Engineers – 42 days
- at the discretion of the Company. At least one month's notice will be given where the Company requires the employee to take leave. A lesser notice period is acceptable by agreement with the employee.

12.2 Leave Entitlement (Engineers)

- 12.2.1 Each Employee shall be entitled to twenty (20) days (152 hours) annual leave (exclusive of Saturdays, Sundays and Public Holidays) for each completed year of service. Where an Employee resigns with less than a complete year of service, such an Employee shall be paid pro-rata for service less than a completed year.

12.3 Calculation of Service

In determining what is a complete year of service in respect of an Employee's eligibility for leave or what amount of pro-rata leave is due, any absence from duty other than absence due to annual leave, long service leave, jury leave, bereavement leave, paid sick leave, personal/carer's, family and community service leave, paid maternity and paternity leave, shall not count as service.

12.4 Recall from Leave or Time Free of Work

- 12.4.1 The Employer shall not be entitled to recall an Employee from annual leave except by mutual agreement.
- 12.4.2 If a Pilot, Co-Pilot or Crewperson agrees to a recall from annual leave or time free of work he or she may claim an allowance of equal to the casual pilot / crew rate as amended from time to time for either a day or night shift or part thereof.

If the Employee has been recalled from annual leave the Employee will receive payment equal to the casual pilot / crew rate as amended from time to time, for either a day or night shift or part thereof in lieu of their annual leave day. Additionally another day's annual leave for each shift worked will be credited to their leave balance. Captains filling the role of Co-pilots shall be paid at a Captain's rate in all circumstances within this document.

- 12.4.3 If a Pilot, Co-Pilot, Crewperson, part time or Casual Pilot, Casual Co-pilot or Casual Crewperson is called in early for their rostered shift or is asked to extend their rostered shift to cover for exceeded duty time or tiredness of the duty crew, for all additional duty time in excess of 1-hour employees' will be paid a rate equivalent to their hourly rate for the total time worked.
- 12.4.4 If a Pilot, Co-Pilot, Crewperson, part time or Casual Pilot, Casual Co-pilot or Casual Crewperson due to operational reasons is late returning to base, the time worked in excess of 1-hour will be paid a rate equivalent to their hourly rate for the total time worked.
- 12.4.5 This clause does not apply to attendance at staff meetings or training as described in Clause 11.2 whilst on time free of work.
- 12.4.6 Application forms for this allowance shall be made freely available by the Employer to the Employees.

12.5 Proportionate Leave on Termination

- 12.5.1 This will be calculated as per clauses contained in section 12 of this document.

12.6 Leave Loading

- 12.6.1 Pilots, Co-Pilots and Crewpersons:
An Employee proceeding on annual leave shall be paid in respect of the first four (4) weeks of such leave falling due each year an annual leave loading equivalent to 17.5% of the prescribed salary (as defined) provided that the Employee has completed one (1) year's service with the Employer.
- 12.6.2 Clause 12.6.1 shall not apply should legislation be enacted to delete leave loading entitlements.

12.6.3 Engineers:

An Employee proceeding on annual leave shall be paid in respect of such leave falling due each year an annual leave loading equivalent to 17.5% of the prescribed salary (as defined) provided that the Employee has completed one (1) year's service with the Employer.

12.6.4 Clause 12.6.3 shall not apply should legislation be enacted to delete leave loading entitlements.

12.6.5 The pay rates prescribed for Casual staff includes calculations for leave loading.

12.7 Outside Employment

12.7.1 That as a term of their employment none of the Pilots, Co-Pilots, Crewpersons or Engineers will be permitted to work for other helicopter operators or be involved in or provide information to helicopter operators without the Company's prior written permission. To do so will entitle the company to dismiss the offending employee without notice.

12.7.2 In all other cases, the Employee must seek the approval of the Employer in writing prior to undertaking any outside employment and provide details of that employment.

12.7.3 Approvals will be given by the Company in writing. The Company operates a Fatigue Risk Management System, which relies on the suitable rest periods between rostered shifts. Fatigue issues will need to be considered as part of the Company's approval process and approval will only be given if there is no detriment to the Company's operations.

13. BEREAVEMENT LEAVE

13.1 An Employee shall be entitled up to three (3) days leave including travel time without loss of pay on each occasion and on production of satisfactory evidence of the death of the Employee's spouse, including de facto wife or husband with whom the Employee is living, or a parent, including foster/step parents, brother, sister, child including foster/step child or parent in-law.

14. JURY LEAVE

14.1 An Employee who is required to attend for jury service during normal work time shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of salary that would have been received had the Employee performed normal work.

14.2 An Employee shall notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

14.3 An Employee shall furnish proof to the Employer of attendance for jury service, the duration of such attendance and the total remuneration received as a result of the attendance.

14.4 Every effort shall be made by the Employee and Employer to assist the Employee in being excused from Jury Service based on the Emergency Service nature of the employment.

15. LONG SERVICE LEAVE

15.1 The provisions of the NSW Long Service Leave Act 1955 shall apply to this Agreement.

16 LEAVE WITHOUT PAY

- 16.1 An Employee may upon three month's written request, be granted leave of absence without pay for up to 18 months. All other types of leave must be extinguished prior to the granting of Leave Without Pay and will form part of the total period of absence.
- 16.2 Leave Without Pay will be at the discretion of the company and the approval will be subject to the Company being able to maintain operational requirements and is able to meet conditions of service agreements and contracts.
- 16.3 The contract of employment of an Employee who is on leave of absence without pay may be suspended by the Company for the period of the absence, provided that the Employee returns to the service at the same seniority level at which they were at the commencement of the leave.
- 16.4 An Employee returning to duty after leave of absence shall assume a position in accordance with his/her seniority, subject to a satisfactory medical examination and base check and training requirements are fulfilled.

17. SICK LEAVE

- 17.1 If the Employee is at any time prevented by illness or accident from performing normal duties and furnishes evidence satisfactory to the Company, such Employee shall be entitled to be absent from work on sick leave. Additional Sick Leave is not intended for use in conjunction with Personal Carer's Leave.
- 17.2 Paid sick leave entitlements are as follows:

	<u>Pilot/Crewpersons</u>	<u>Engineer</u>
• During the first 12 months of service	80 Hours	56 Hours
• On completion of each additional twelve (12) months of service	160 Hours	112 Hours
- 17.3 If the full period of sick leave is not taken in any year, the whole or any unused portion shall be cumulative from year to year.

17.4. Additional Entitlements - Pilots, Co-Pilots and Crewpersons only

- 17.4.1 An Employee is also entitled to an additional ninety (90) calendar days (520 hours) sick leave on half pay in each year of service.
- 17.4.2 This leave is non-cumulative and Employees are only entitled to this upon exhaustion of all cumulative sick leave.
- 17.4.3 An Employee is also entitled to an additional four (4) calendar days (32 Hours) sick leave each year without the requirement to produce a medical certificate in respect of illness relating to an upper respiratory tract infection. This entitlement is not cumulative.
- 17.4.5 An Employee granted sick leave for an illness or injury for which the Employee has received treatment or attended a medical practitioner, shall remain on sick leave until such time as the Employee is deemed to be medically fit in accordance with the relevant Civil Aviation Safety Authority Orders relating to fitness to fly, as laid down by the Civil Aviation Safety Authority.
- 17.4.6 Any application for leave of absence on the grounds of illness must be accompanied with a medical certificate if in excess of one day, otherwise such leave shall be leave without pay.

18 PERSONAL/CARER'S, FAMILY AND COMMUNITY SERVICE LEAVE

18.1 Using personal leave entitlement for carer's leave

- 18.1.1 A Employee, with responsibilities in relation to members of his or her immediate family or household who need their care and support when they are ill, is entitled to take up to five days per year of his or her personal sick leave entitlement to provide that care and support.
- 18.1.2 Carer's leave may be taken for a single day.
- 18.1.3 Carer's leave up to a maximum of 5 days (40 Hours) per year taken by an Employee is deducted from the Employee's personal sick leave entitlement.
- 18.1.4 A Employee is entitled to use accumulated personal sick leave for carer's leave provided the maximum number of days taken for carer's leave in the current year does not exceed 5 days.

18.2 Conditions and limitations on carer's leave

An Employee is entitled to take carer's leave subject to the following conditions and limitations:

- 18.2.1 The Employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness requires care by another:
- (i) in normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person;
 - (ii) wherever practicable, the Employee must, prior to the absence, give the Company notice of the Employee's intention to take leave, the name of the person requiring care, that person's relationship to the Employee, the reasons for taking leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Company by telephone at the first opportunity on the day of absence.

18.3 Unpaid Carer's Leave

- 18.3.1 An Employee may take unpaid Carer's Leave by agreement with the Company.

19 MATERNITY, PATERNITY AND ADOPTION LEAVE

19.1 Maternity leave

- 19.1.1 An Employee, after 12 months continuous service, will be eligible for maternity leave upon production to the Company of a medical certificate stating that she is pregnant and the expected date of her confinement.
- 19.1.2 Subject to the provisions in this clause dealing with varying the maternity leave period and alternative duties; maternity leave shall be a continuous period of 52 weeks from the commencement of maternity leave. This period may be extended so as to allow a continuation of leave for up to six months post confinement.
- 19.1.3 An Employee's application for maternity leave must be accompanied by:
- (i) a medical certificate confirming the pregnancy and the expected date of confinement; and

- (ii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse.
- 19.1.4 A Employee may commence maternity leave immediately upon confirmation of by a registered medical practitioner or immediately pregnancy as certified following completion of alternative duties, but in any case not later than six (6) weeks prior to confinement, except that a Employee will not be in breach of this sub-clause if she fails to give the required notice because the birth occurred earlier than expected.
- 19.1.5 A maximum of 9 weeks full pay is paid whilst on Maternity Leave.
- 19.1.6 Maternity leave will not end until at least four weeks after the Employee's post-natal check and in the case of breast feeding, until at least six weeks after the Employee's postnatal check.
- 19.1.7 At any time during maternity leave, an Employee may apply to the Company to extend or reduce the leave period within the limits set out in clause 19.1.2. Applications to vary the period of leave will require at least 28 days' notice in writing to the Company, stating the period by which the leave is to be extended or reduced.
- 19.1.8 Maternity leave is unpaid leave after the first 9 weeks.
- 19.1.9 In conjunction with maternity leave, a Employee may take any (or any part of) accrued annual leave or long service leave entitlements in which case payment for annual leave and long service leave will be calculated in accordance with this Enterprise Agreement.
- 19.1.10 Absence from duty on maternity leave will not break the continuity of an Employee's employment with the Company, but the maternity leave period will not be taken into account in calculating the Employee's length of service with the Company.
- 19.1.11 If, before maternity leave has commenced, the pregnancy of a Employee terminates other than by the birth of a living child:
 - (i) the Company may cancel the maternity leave; and
 - (ii) the Employee is entitled to sick leave for a period certified by a registered medical practitioner as being necessary before her return to duty, in accordance with clause 16 sick leave entitlements within this document.
- 19.1.12 Where the pregnancy of an Employee already on maternity leave terminates other than by the birth of a living child, the Employee has the right to resume work either:
 - (i) at a time mutually agreed between the Employee and the Company; or
 - (ii) at a time nominated by the Company but the date of return to work must be within 4 weeks after the Company receives notice in writing from the Employee that she wished to return to work.
- 19.1.13 If an Employee suffers an illness related to her pregnancy before commencing maternity leave, she may take sick leave in accordance with clause 16 for a period certified by a registered medical practitioner as being necessary before her return to duty.
- 19.1.14 A pregnant Employee will be entitled, if the Company considers it practicable and the Employee so desires, to be allocated to a ground staff position on the following basis:
 - (i) a ground staff position will be allocated at the discretion of the Company but, wherever practicable, should be related to flying operations;

- (ii) allocation of a ground staff position will be subject to the medical fitness of the Employee;
- (iii) the rate of pay and other terms of employment will be those prevailing at the time under the award or agreement applicable to the Employee at that time;
- (iv) A Employee who is allocated to alternative duties will, unless otherwise agreed with the Company, give at least four weeks' notice in writing to the Company of the date she intends to commence her maternity leave (but a Employee will not be in breach of this sub-clause if she fails to give the required notice because the birth occurred earlier than expected);
- (v) A Employee who is allocated to alternative duties will notify the Company as soon as practicable if her pregnancy terminates other than by the birth of a living child.

19.1.15 At least four weeks before the expiration of her period of maternity leave, a Employee shall give the Company written notice of her intention to return to duty.

19.1.17 An Employee is entitled to resume her category or an equivalent position if the category she held immediately before taking maternity leave no long exists, subject to a satisfactory medical examination.

19.1.18 Upon a Employee's return to duty, the Company will provide recency flying, cyclic training sequences, route qualifications and any further training as be necessary in order to qualify the Employee for her return to line flying.

19.2 Paternity leave

19.2.1 Paternity leave shall be unpaid leave.

19.2.2 A male Employee, after 12 months continuous service, will be eligible for paternity leave upon production to the Company of a medical certificate which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place.

19.2.3 Paternity leave may be taken over one or two periods, the total of which will not exceed 52 weeks, in the following circumstances;

- (i) at the time of confinement of his spouse, an unbroken period of up to one week;
- (ii) in order to be the primary care giver of a child, a further period of up to 51 weeks provided that the leave will not extend beyond the child's first birthday. This period will be reduced by any period of maternity leave taken by the Employee's spouse and will not be taken concurrently with that maternity leave.

19.2.4 An Employee's application for paternity leave will be accompanied by:

- (i) a medical certificate confirming the employee's spouse's pregnancy and expected date of confinement;
- (ii) a statutory declaration stating that he will take that period of paternity leave to become the primary caregiver of a child and stating particulars of any period of maternity leave sought or taken by his spouse.

19.2.5 At least ten weeks prior to each proposed period of leave, an Employee will give a written notice to the Company stating the dates on which he proposes to start and finish the period or periods of leave.

- 19.2.6 An Employee will not be in breach of these provisions if he fails to give the required notice because:
- (i) the birth occurred earlier than expected; or
 - (ii) the mother of the child died; or
 - (iii) other compelling circumstances.
- 19.2.7 At any time during the paternity leave, an Employee may apply to the Company to extend or reduce the leave period within the limits set out in clause 19.2.2 Applications to vary the period of leave will require at least 28 days' notice in writing to the Company, stating the period by which the leave is to be extended or reduced.
- 19.2.8 In conjunction with paternity leave and within the limits set out in clause 19.2.2, a Employee may take any (or any part of) accrued annual or long service leave entitlements in which case payment for annual leave and long service leave will be calculated in accordance with this agreement.
- 19.2.9 Payments will not be made for sick leave occurring during an Employee's approved period of paternity leave.
- 19.2.10 If, before paternity leave has commenced, the pregnancy of the Employee's spouse terminates other than by the birth of a living child, the company will cancel the paternity leave.
- 19.2.11 Absence from duty on paternity leave will not break the continuity of an Employee's employment with the Company, but the paternity leave period will not be taken into account in calculating the Employee's length of service with the Company.
- 19.2.12 At least four weeks before the expiration of his period of paternity leave, an Employee will give the Company written notice of his intention to return to duty.
- 19.2.13 Upon expiration of the notice period in the preceding clause, an Employee is entitled to resume his category or an equivalent position if the category he held immediately before taking paternity leave no longer exists, with the Company.
- 19.2.14 Upon an Employee's return to duty, the Company will provide recency flying, cyclic training sequences, route qualifications and any further training as may be necessary in order to qualify the Employee for his return to line flying.

19.3 Adoption leave

- 19.3.1 Adoption leave is unpaid leave
- 19.3.2 An Employee, after 12 months continuous service, will be eligible for adoption leave upon production to the Company of a statement from in adoption agency or from the appropriate government authority.
- 19.3.3 Adoption leave may be taken over one or two periods, the total of which will not exceed 52 weeks, in the following circumstances:
- (i) an unbroken period of up to three weeks at the time of the placement of the child;
 - (ii) in order to be the primary caregiver of the child, an unbroken period of up to 52 weeks from the time of the child's placement provided that the leave will not extend beyond one year after the placement of the child and will not be taken concurrently with adoption leave taken by the

Employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

- (a) any period of leave taken pursuant to subparagraph (i) of this clause; and
- (b) the aggregate of any periods of adoption leave taken or to be taken by the Employee's spouse.

19.3.4 An Employee's application for adoption leave will be accompanied by:

- (i) a statement from an adoption agency or other appropriate government authority of the presumed date of placement of the child with the Employee for adoption purposes; or
- (ii) a statement from the appropriate government authority confirming that the Employee is to have custody of the child pending application for an adoption order.

19.3.5 An Employee will:

- (i) upon receiving notice of approval for adoption purposes, notify the Company of the approval;
- (ii) in the case of a relative adoption, notify the Company upon deciding to take a child into custody pending an application for an adoption order;
- (iii) at the time of appointment with the Company, notify the Company of any approval for adoption purposes received by the Employee and of the period or periods of adoption leave which the Employee proposes to take subject to having completed 12 months continuous service with the Company; and
- (iv) at least ten weeks before the proposed date of commencing adoption leave, notify the Company of the intention to take leave and the proposed duration of leave.

19.3.6 An Employee will not be in breach of giving the required amount of notice if the failure is caused by:

- (i) adoption agency requiring the Employee to accept an earlier or later placement of a child; or
- (ii) other compelling circumstances.

19.3.7 At any time during the adoption leave an Employee may apply to the Company to extend or reduce the leave period within the limits set out in sub-clause 19.3.2. Applications to vary the period of leave will require at least 28 days' notice in writing to the Company, stating the period by which the leave is to be extended or reduced.

19.3.8 If the placement of the child does not proceed, adoption leave which has been approved but not commenced, will be cancelled.

19.3.9 Where the placement of a child for adoption purposes with a Employee already on adoption leave does not proceed or continue, the Employee will immediately notify the Company and the Company will nominate a time (not exceeding four weeks from receiving the Employee's notification) for the Employee to resume work.

19.3.10 Where an Employee is seeking to adopt a child, the Company will grant two days unpaid leave to the Employee in order to attend any compulsory interviews or examinations as part of the adoption procedure. With the Company's approval, the Employee may take accrued annual or long service leave in lieu of taking unpaid special leave.

- 19.3.11 In conjunction with adoption leave and within the limits set out, an Employee may take any (or any part of) accrued annual or long service leave entitlements in which case payment for annual leave and long service leave will be calculated in accordance with relevant clauses.
- 19.3.12 Payments will not be made for sick leave occurring during an Employee's approved period of adoption leave.
- 19.3.13 Absence from duty on adoption leave will not break the continuity of an Employee's employment with the Company, but the adoption leave period will not be taken into account in calculating the Employee's length of service with the Company.
- 19.3.14 At least four weeks before the expiration of his period of adoption leave, an Employee will give the Company written notice of his or her intention to return to duty.
- 19.3.15 Upon expiration of the notice period in the preceding clause, an Employee is entitled to resume his or her category or an equivalent position if the category held by the Employee immediately before taking adoption leave no longer exists with the Company.
- 19.3.16 Upon an Employee's return to duty, the Company will provide recency flying, cyclic training sequences, route qualifications and any further training as may be necessary in order to qualify the Employee for his or her return to line flying.

20. EMPLOYEES DUTIES

- 20.1 Job specifications are to be provided by management prior to signing of the Enterprise Agreement.
- 20.2 The Employee shall be required to sign the job specification.
- 20.3 An Employee is also required to perform other duties that are reasonably assigned from time to time by the Employer.
- 20.4 Employees whilst on time free of work are encouraged to attend all emergency calls and training exercises and are encouraged to attend after hours callouts, meetings, lectures, demonstrations as may reasonably be requested by the Employer from time to time.
- 20.5 Employees whilst on time free of work are expected to attend monthly staff meetings.
- 20.6 Where the Company regularly operates out of more than one facility, Employees will be nominally assigned to an operational facility, having regard to their preferred location.

To ensure the maintenance of the highest crewing standards Employees may be required, with reasonable notice (should the Company be operating out of more than one facility) to rotate between operational locations from time to time on a short-term basis.

21. LINES OF COMMUNICATION/AUTHORITY

- 21.1 The lines of communication/authority are clearly set out in the Company's Organisational Chart, which can be found in 'Part A' of the Company's Operations Manual (refer Annexure 'A').
- 21.2 The chain of command will be observed in all matters regarding company policy.

22. DUTY ROSTERS

22.1 Pilots, Co-Pilots and Crewpersons only

- 22.1.1 The Duty Roster will be structured to ensure the Southern Region Helicopter services are manned in accordance with the roster schedules. A Schedule ("Schedule A") annexed to this Agreement will outline the roster for individual bases. The Schedule may be amended from time to time with the mutual consent of both parties. This roster shall be repetitive except to meet short term operational requirements or by mutual agreement between Employer and Employee to the contrary.
- 22.1.2 Pilots and Co-Pilots will operate within the parameters of CAO 48.0 (or such other exemptions as approved by the Civil Aviation Safety Authority from time to time). These conditions shall not be more demanding or require the employee to be at work more in either days or hours than their projected roster as described in 22.1.1
- 22.1.3 When "State Of Emergency" situations arise the company may utilise and adopt where necessary the full use of CAO 48 or associated dispensations in consultation with the employees concerned and agreement is reached between the two parties.
- 22.1.4 Whilst on special operations or extended operations, an Employee will have all reasonable expenses paid for by the Employer. Additionally the Employee shall be paid for each day and or night shift they are away from home, i.e. if the Employee is away from home during the course of their 4 days off they shall be paid 8 shift penalties. If the Employee is away during the course of two 24 hour periods but would have to be rostered for two night shifts during that period they shall receive two additional payments for the day shift periods.

22.2 Payments for Additional Shifts

- 22.2.1 If an employee covers extra shifts, e.g. covering for sick leave or staff shortage, then the day rate as specified in Clause 9.3.5 will be paid as per this agreement.

22.3 Emergency Situations

- 22.3.1 All crew must make themselves available for irregular roster cover during periods of emergency situations and until such time as the roster is able to resume a normal sequence.
- 22.3.2 Emergency situations may include sudden absence due to sickness, bereavement and other types of leave taken by staff.

22.4 Engineers only

- 22.4.1 The Employee will be available as follows:-
- a) Eight (8) hours per day, five (5) days in every seven (7) days.
 - b) Shifts to be agreed between the Employer and Employee.
 - c) The Employee can be called out at any time to undertake necessary maintenance.
 - d) The Employee has the right to adjust his hours to compensate for call-outs on an hour for hour basis. This is only after consultation with the Employer and providing that it does not interfere with the efficient and effective operation of the Service.
- 22.4.2 No overtime or other financial compensation will be made in regard to call-outs.

22.5 Aircraft Off-line

- 22.5.1 The Employer recognises the additional work that the employees do for the company whilst on time free of work. For this reason, when the helicopter is off-line for whatever reason the duty crew for

that particular aircraft will not be required to attend the base for their rostered shifts but be contactable should the situation change. For any significant periods of downtime the Company may require the Employee to assist with administrative and other Company related duties in keeping with skills and abilities as agreed. The Company may make changes to the Rosters to ensure that the Company is able to meet its contractual obligations.

- 22.5.2 In recognition that Wollongong based pilots are actually rostered on for less hours than is required, there is a requirement that these pilots will be required to work from the Sydney Base from time to time in order to maintain full operational capability of the Sydney based aircraft and the Service. This also recognises that Sydney pilots often work to maintain an operational capability despite their aircraft being off line.

23. EXPENSES

- 23.1 The Employer will reimburse the Employee any out-of-pocket expenses as authorised by the Employer, incurred in fulfilling the normal day to day duties under this Enterprise Agreement.
- 23.2 The Employer may reimburse “reasonable” expenses for entertainment, refreshments, etc, at events benefiting the Employer. This is at the discretion of the Employer.
- 23.3 Such items must be listed by the Employee on the appropriate company claim form and forwarded to the Employer’s Operations Manager or as otherwise directed by the Employer, together with receipts as appropriate, at the end of each month for reimbursement.

23.4 Travel Allowance

- 23.4.1 Where a full time employee is required to work or undergo training at other than their home base, i.e. Wollongong or Sydney Base, a company vehicle will be made available whenever possible. When this option is not available or the employee chooses not to use a company vehicle, the Company will pay a per kilometer travel allowance as set out in Schedule 1.
- 23.4.2 Travel to a base not being the employee’s rostered base, a travel allowance in accordance with 23.4.1 above, will be paid to a maximum of the distance between bases.
- 23.4.3 Where an employee is required to work at a location requiring a stay exceeding 24 continuous hours, other than a designated Southern Region LifeSaver Helicopter Base, the company will provide all meals and accommodation.
- 23.4.4 The Company will reimburse the reasonable cost of meals where the employee is away from base for a period, which exceeds the rostered shift time by more than 2 hours.

24. UNIFORMS

- 24.1 Employees shall wear the uniforms and boots supplied by the Employer with due consideration for the prevailing conditions and type of mission. i.e. if operating during summer on a hot day the Employee may choose to wear only the Company issued shirt and not the flight jacket. The Employee acknowledges that they make this decision themselves and will not hold the Employer responsible for any injury incurred as a result of altering the Flight Uniform provided.
- 24.2 At reasonable intervals and as reasonably required by the Employee the uniform shall be replaced on a needs basis.
- 24.3 Replacement of uniform items will be on production of damaged items, which have been the subject of normal wear and tear.
- 24.4 All Personal Protective Clothing (PPE) supplied by the Company, to perform specific duties shall be worn in accordance with the Company’s procedures.

25. EMPLOYEES LIABILITY FOR ACCIDENTS AND DAMAGE (Other than motor vehicles)

25.1 Pilot Indemnity and Release

- 25.1.1 An Employee shall not be required to pay for damage or loss of aircraft or equipment of the Employer used in the Service, nor shall any loss or other claim be made by the Employer upon such Employee's estate.
- 25.1.2 Any claim made by any member of the public, passenger or other person upon an Employee or an Employee's estate as a result of any accident or happening caused by the Employee when duly performing his nominated duties, whether efficiently or as may be subsequently determined negligently, shall be accepted as a claim made against the Employer.
- 25.1.3 The Employer shall be solely responsible for all claims as a result of operations by or travel in their aircraft.
- 25.1.4 If a 'crew complement' is stood down after an incident or accident, no penalty in respect of salary or leave will occur.

26. MOTOR VEHICLES

- 26.1 Entitlement to a company vehicle is a salary related decision with appropriate policy approvals. The class of the vehicle will be confirmed by the Employer.
- 26.2 As a general guide, choice of vehicles will be restricted to makes and models available under the NSW Supply Vehicles Contract No. 653.
- 26.3 Employees utilising company vehicles are responsible for keeping their allocated vehicles clean and tidy at all times. Random routine inspections will be made of vehicles to ensure that they are appropriately maintained so as to ensure that their value is retained for the benefit of the Employer.
- 26.4 Such Employees, in consultation with the Employer, are responsible for the regular maintenance and repair of any problems associated with their respective vehicles.
- 26.5 Fuel cards are issued with company vehicles and must only be used for the purchase of fuel when the driver is carrying out official company business. It should be noted that fuel for substantial private travel is paid for by the Employee.
- 26.6 Vehicles are available to certain Employees to use on business related activities. Any requests for usage should be made through the Employer. The driver will be responsible for completing the log book kept in the car and returning the keys. The driver will be responsible for maintaining the vehicle in a clean and tidy condition.
- 26.7 If an Employee needs to use their own private vehicle for business reasons, they shall be entitled to claim an amount for usage at the rate per kilometre as per 23.4.1.
- 26.8 The Employer carries comprehensive motor vehicle insurance on all its vehicles. Details of this cover are available on request. In the event of any accident/incident involving injury or damage to one or more vehicles, the driver of the company vehicle must NOT admit liability. The exchange of details concerning vehicle ownership, registration, drivers licence and insurance is permitted.
- 26.9 Personal belongings in company cars are insured by the Employer up to \$2,000. It is obviously preferred that valuables not be kept in vehicles at any time. Vehicles must be locked at all times when not in use.

- 26.10 It is the responsibility of all drivers of company vehicles to abide by the law. The Employer will not be held responsible for speeding, parking or other such fines incurred by drivers on official or private business.
- 26.11 If a driver has an accident they may be expected to pay the excess on any claim under the Employer's insurance policy, depending upon the circumstances of the accident.
- 26.12 Under no circumstances will the Employer condone persons driving company motor vehicles with more than the prescribed concentration of alcohol in their blood or under the influence of drugs. In such circumstances the driver will not be entitled to the benefit of the Employer's insurance policies and shall be totally responsible for any fines, damages, proceedings etc. which may arise as a result of that situation. The right of the driver to use or have a company car will also be reviewed.
- 26.13 Employees who have a company vehicle supplied as part of their salary package may, on application, be entitled to the use of the company vehicle while on annual leave. Written approval from the Employer to take the vehicle out of the State of registration must be granted before moving to another State or Territory.
- 26.14 It is the driver's responsibility to ensure that the vehicle is kept in a roadworthy and safe condition.
- 26.15 The driver must keep the vehicle clean and tidy.
- 26.16 Vehicles that require repair, other than due to "fair wear and tear", must be reported to the Employer.
- 26.17 The vehicle is a company vehicle and as such must be made available to an Employee engaged in company business during normal working hours.
- 26.18 The vehicle must not be driven by a person under the age of 25 unless:-
- a) The vehicle's normal driver is under the age of 25, or
 - b) The person is a company Employee engaged on company business, or
 - c) The normal driver of the vehicle is incapacitated and is unable to drive or the normal driver is a passenger in the vehicle.
- 26.19 The spouse or de facto spouse who resides with the driver is permitted to drive the vehicle for family or personal use.
- 26.20 Any fines for traffic infringements (e.g. parking or speeding fines) are the responsibility of the nominated driver of the vehicle unless they can reliably establish the identity of the driver who was in control of the vehicle at the time of the infringement in which the person so identified will be held responsible.

27. COMMENT AND STATEMENTS

- 27.1 It is acknowledged the Employee will at times come in contact with the media, the contractor and their representatives, other service providers and stakeholders. Employees must strictly adhere to the Company's 'Media Statement Policy'.
- 27.2 The Employee is only authorised to speak in general terms on missions in which the Company has been involved.
- 27.3 Any statements of a controversial, trade or confidential nature, or which refers to the Department of Health Contracts or other controversial matters as determined by company policy must not be discussed by the Employee and immediately referred to a senior Company representative.
- 27.4 Any breach of provisions in clauses 27.1, 27.2 and 27.3, may lead to the instant dismissal of an Employee.

28. DISPUTE PROCEDURES

- 28.1 The procedure for the resolution of industrial disputation will be in accordance with Section 14 of the NSW Industrial Relations Act 1996. The procedural steps are:
- 28.2 The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.
- 28.3 A grievance must initially be dealt with as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authority.
- 28.4 Reasonable time limits must be allowed for discussion at each level of authority.
- 28.5 At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not be resolved, including reasons for not implementing any proposed remedy.
- 28.6 While a procedure is being followed, normal work must continue.
- 28.7 The Employee may be represented by an industrial organisation of Employees.

29 Procedure for a dispute between an Employer and Employees

- 29.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 29.2 Reasonable time levels must be allowed for discussion at each level of authority.
- 29.3 Whilst a procedure is being followed, normal work must continue.
- 29.4 The Employer may be represented by an industrial organisation of Employers and the Employees may be represented by an industrial organisation of Employees for the purpose of each procedure.

30 Dispute resolution procedures relating to Enterprise Agreement document

- 30.1 Where a dispute arises, or is considered likely to arise, regarding:
- (i) the interpretation of the meaning, or application of any provision of this Agreement; or
 - (ii) the actions of any party in relation to the operation of this Agreement, the procedures contained in this clause will be followed.
- 30.2 A dispute arising between an employee or group of employees and a supervisor will, in the first instance, be discussed by them without delay in an effort to resolve the matter promptly.
- 30.3 Where the steps in sub clause 30.2 are unsuccessful, the employee may seek the assistance of the relevant union.
- 30.4 Where the matter remains unresolved after the steps in sub clause 30.2 and (if relevant) sub clause 30.3, it will be referred to a disputes committee comprising not more than 2 representatives of:
- (i) the relevant union; and
 - (ii) the Management or its representative for discussion and resolution.

- 30.5 Where the parties have carried out the procedures contained in sub clauses 30.2, 30.3 and 30.4 but have not been able to resolve the matter in dispute, the matter may, with the consent of both parties, be referred to a private conciliator who is a person agreed to by the parties.
- 30.6 The parties agree that pending the outcome of the procedures contained in this clause, normal work will continue and no party will take any action to aggravate the matter in dispute.
- 30.7 Where the dispute remains unresolved any party may refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

31. CONFIDENTIALITY

- 31.1 Employees shall not, except in the proper course of duty or as permitted by the Employer, divulge to any person whatsoever any information concerning another employee, patient or third party connected to the Company nor shall they divulge to any person whatsoever any trade secrets or any confidential information concerning the business or finance of the Employer.
- 31.2 The Employee shall also use their best endeavours to prevent the publication or disclosure of any such information by any source.
- 31.3 Disregard for this clause renders an Employee liable to instant dismissal.

32. ACCOMMODATION AND MEALS (Pilots, Co-Pilots and Crewpersons only)

- 32.1 The Company shall provide adequate private (being singular occupancy) accommodation and facilities for those Employees rostered for duty at the base, which is air-conditioned and has adequate light control for day and night sleeping.
- 32.2 Continental breakfast materials shall be stocked on the base for crew consumption, to cater for breakfast for night shift, early starts by day shift, late finishing and remote short notice taskings to meet food consumption needs.

33. REDUNDANCY

- 33.1 When the conditions of the Industrial Relations Act 1996 relating to redundancy (but excluding voluntary separation) and recall from redundancy have been satisfied, the following package will apply:
- i) Four weeks additional notice of termination.
 - ii) A severance payment based upon two weeks per year or part year of service, capped at 26 weeks.
 - iii) The company will provide access at no cost to the employee to an employment placement service.

34. SIGNATORIES

AGREEMENT TO ABIDE BY THE
SOUTHERN REGION LIFE SAVER RESCUE HELICOPTER
ENTERPRISE AGREEMENT 2005

Subject to ratification by the Industrial Relations Commission of New South Wales, the undersigned parties agree to abide by the above mentioned agreement effected from the first full pay period following the date of registration.

Signed on behalf of Southern Region SLSA Helicopter Rescue Service Pty Ltd.

Signed..... Position.....

Full Name

Witnessed by..... Date

Signed on behalf of the employees of Southern Region SLSA Helicopter Rescue Service Pty Ltd covered by this Enterprise Agreement.

Signed..... Position.....

Full Name

Witnessed by..... Date

Signed on behalf of the Australian Workers' Union, Technical, Administrative, Professional and Staff Branch

Signed..... Position.....

Full Name

Witnessed by..... Date

SCHEDULE A

BASE ROSTER PLAN

Sydney Base

Pilots and Crew

- Generally, two day shifts (0800 hours to 1800 hours), followed by two night shifts (1800 hours to 0800 hours) followed by four days off, subject to employment contracts. Fourteen (14) days notice will be given to employees should there need to be a change to these shifts, to meet conditions of Service Agreements and Contracts

Wollongong Base

Pilots and Crew

- In accordance with employment contracts and the Company roster designed to meet conditions of Service Agreements and Contracts. Fourteen (14) days notice will be given to employees should there need to be a change to these shifts, to meet conditions of Service Agreements and Contracts.

SCHEDULE 1

REMUNERATION

Enterprise Agreement - Southern Region SLSA Helicopter Rescue Service P/L

PILOTS	RATE \$ (p.a.)		
	1/07/2005	1/07/2006	1/07/2007
Years of Service			
1	55,396	57,612	59,916
2	56,504	58,764	61,115
3	57,634	59,939	62,337
4	58,787	61,138	63,584
5	59,962	62,361	64,855
6	61,162	63,608	66,152
7	62,385	64,880	67,475
8	63,633	66,178	68,825
9	64,905	67,501	70,201
10	66,203	68,851	71,605
11	67,527	70,228	73,038
12	68,878	71,633	74,498
13	70,255	73,066	75,988
14	71,661	74,527	77,508
15	73,094	76,018	79,058
Casual Pilot - Per Shift	467	486	505

CO-PILOTS	RATE \$ (p.a.)		
Years of Service	1/07/2005	1/07/2006	1/07/2007
1	43,367	45,101	46,905
2	44,234	46,003	47,843
3	45,119	46,923	48,800
4	46,021	47,862	49,776
5	46,941	48,819	50,772
6	47,880	49,795	51,787
7	48,838	50,791	52,823
8	49,814	51,807	53,879
9	50,811	52,843	54,957
10	51,827	53,900	56,056
11	52,864	54,978	57,177
12	53,921	56,078	58,321
13	54,999	57,199	59,487
14	56,099	58,343	60,677
15	57,221	59,510	61,890
Casual Co-Pilot - Per Shift	327	340	354

Enterprise Agreement - Southern Region SLSA Helicopter Rescue Service P/L

CREW	RATE \$ (p.a.)		
Years of Service	1/07/2005	1/07/2006	1/07/2007
1	43,367	45,101	46,905
2	44,234	46,003	47,843
3	45,119	46,923	48,800
4	46,021	47,862	49,776
5	46,941	48,819	50,772
6	47,880	49,795	51,787
7	48,838	50,791	52,823
8	49,814	51,807	53,879
9	50,811	52,843	54,957
10	51,827	53,900	56,056
11	52,864	54,978	57,177
12	53,921	56,078	58,321
13	54,999	57,199	59,487
14	56,099	58,343	60,677
15	57,221	59,510	61,890
Casual Crew - Per Shift	327	340	354

Allowances	RATE \$ (p.a.)		
	1/07/2005	1/07/2006	1/07/2007
Pilots Special Duties Allowance	5,882	6,118	6,362
Co-pilot's Special Duties Allowance	4,117	4,282	4,453
Captain's Allowance	3,908	4,064	4,227
Command IFR Allowance	4,738	4,927	5,124
Pilot Check & Training Allowance	5,409	5,625	5,850
Co-pilot IFR Allowance	3,081	3,204	3,332
Crew Chief Allowance	3,416	3,553	3,695
Hoist Operator Crewperson	3,358	3,492	3,632
Crew Check & Training Allowance L/1	2,921	3,038	3,160
Crew Check & Training Allowance L/2	3,360	3,494	3,634
Crew Check & Training Allowance L/3	3,863	4,018	4,179

	RATE \$ (per shift)		
Acting Chief Pilot Allowance - Per Day	13.96	14.52	15.10
Acting Chief Crewman Allowance - Per Day	10.93	11.37	11.82

	RATE \$		
Travel Allowance - Per Kilometre	0.60	0.62	0.65