

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/219**

**TITLE: Northern Region Life Saver Rescue Helicopter Enterprise Agreement**

**I.R.C. NO: 2001/3014**

**DATE APPROVED/COMMENCEMENT: 7 June 2001**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 10 August 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 17**

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees employed as Helicopter Pilots, Crewpersons and Engineers who are employed on a full time basis by the Northern Region SLSA Helicopter Rescue Service Pty Ltd

**PARTIES:** Northern Region SLSA Helicopter Rescue Service Pty Ltd -&- Wayne Fisher, Roger Fry, Phil Head, Michael Kerry, Mark James Sewell, Roy Taylor, Stephen Von Bratt, Greg Watson

Ex 1



Registered  
Enterprise Agreement  
Industrial Registrar

# ENTERPRISE AGREEMENT

BETWEEN

**NORTHERN REGION LIFE SAVER RESCUE  
HELICOPTER**

AND THE COMPANY'S

**HELICOPTER PILOTS, CREWPERSONS AND  
ENGINEERS**

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**Northern Region SLSA Helicopter Rescue Service Pty Ltd  
(ACN 003 171 373)**

**60 Brunswick Street, Lismore, NSW, 2480  
PO Box 822, Lismore, NSW 2480**

Phone: (02) 6621 4274  
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**1. TITLE OF AGREEMENT**

1.1 This Agreement will be known as the Northern Region Life Saver Rescue Helicopter Enterprise Agreement.

**2. ARRANGEMENT**

1. Title of Agreement
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**3. INCIDENCE AND PARTIES BOUND**

3.1 This Enterprise Agreement is made pursuant to <sup>1996</sup> ~~Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act 1994~~ entered into on the .....2001 between Northern Region SLSA Helicopter Rescue Service Pty Ltd and the full time employees engaged in piloting, crewing and maintaining the helicopters and their related routine office, clerical, maintenance and specialist duties at the Company's base.



#### 4. TERM OF AGREEMENT

- 4.1 This Agreement will take effect from the first full pay period on or after the date of registration and will remain in force for a period of three (3) years from that date. *approval*

#### 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 on a full time basis by the Northern Region SLSA Helicopter Rescue Service Pty Ltd. This Agreement replaces the Life Saver Rescue Helicopter Enterprise Agreement (EA 327/96) which has extended beyond its nominal term.

#### 7. DEFINITIONS

- 7.1 a. "Company" – means Northern Region SLSA Helicopter Rescue Service Pty Ltd.
- 7.1 b. "Employer" – means the Company or a Representative or Agent acting on behalf of the Company.
- 7.1 c. "Employee" – means a full time Pilot, Crewperson or Licensed Aircraft Maintenance Engineer in the employment of the Company.
- 7.1 d. "Duty Time" – means that time for the Pilot or Crewperson which commences with duties associated with carrying out a mission and will continue until the tasks associated with that mission are complete.
- 7.1 e. "Time Free of Duty" – means that time where the Pilot or Crewperson is relieved of all duties and responsibilities and is not required to be contactable by the Company.
- 7.1 f. "Stand-by" – means that period of time where a pilot or Crewperson will be contactable by telephone or pager or other means, in order to crew the helicopter should the duty crew require relief due to fatigue or duty or flight time limitations and will report for the appointed duty no later than one (1) hour after being contacted.
- 7.1 g. "Stand-by at Base" – means that time where the Pilot and Crewperson is at the Base in a position where he can crew the aircraft with minimal delay or carry out any other duties reasonably requested by the Company.
- 7.1 h. "Leave" – means when the Employee is on annual, long service, sick, jury, bereavement, compassionate or carers leave.
- 7.1 i. "Chief Engineer" – means the Engineer appointed by the Employer to perform the duties and responsibilities of the Chief Engineer

- 7.1 j. "Chief Pilot" – means the Pilot appointed by the Employer and who is approved by the Department of Aviation, to perform the duties and responsibilities of the Chief Pilot
- 7.1 k. "Crewperson" – 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 Company.
- 7.1 l. "Chief Crewperson" – means the Crewperson appointed by the Employer to perform the duties and responsibilities of the Chief Crewperson.
- 7.1 m. "Prescribed Salary" – will be the a taxable component of "Gross Salary" less the non-taxable wage sacrifice component as per Clause 10.1.
- 7.1 n. "Gross Salary" – means the gross of salary and allowances payable under Clause 9 of the Agreement.
- 7.1 o. "Board" – Board of Directors of Northern Region SLSA Helicopter Rescue Service Pty Ltd.

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## 8. CONTRACT OF EMPLOYMENT

### 8.1 Probationary Period

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.

### 8.2 Terms of Employment

All Employees, after the probationary period noted in Clause 8.1, are employed on a monthly basis with one (1) months notice to be given by either party, or the payment in lieu.

### 8.3 Licensing and Fitness

- (i) Pilots will at all times, personally ensure currency and maintenance of the appropriate licenses, permits and endorsements under all relevant legislation and regulations to enable the proper discharge of all obligations to the Company.
- (ii) Crewpersons will maintain a standard of fitness as laid down in Company Operations Manual.
- (iii) The net expenses involved in any medical examinations required to comply with Sub-Clauses 8.3 (i) and (ii) will be reimbursed to the Employee by the Company.

#### **8.4 Observance of Statutory Regulations and Company Manuals.**

The Employee will make every endeavour, wherever possible to obey the regulations and instructions laid down in the relevant Civil Aviation Safety Authority documents and all Company manuals including but not limited to Helicopter Operations, Maintenance Control, Accounting Procedures, Employee Procedures and any other manual which the Company may introduce from time to time.

#### **8.5 Summary Dismissal for Misconduct**

Nothing in this agreement will affect the right of the Employer to dismiss an Employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such case the salary will be paid up to the time of dismissal only.

#### **8.6 Termination of Employment**

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

- (i) A suspension or loss of the Employees license which renders the Employee unable to fulfil normal duties.
- (ii) The Employee's failure to meet the medical standards, being a "Class One (1)" aviation medical for Pilots and the equivalent of a "Class Two (2)" aviation medical for Crewpersons and after due consideration to sick leave entitlements as provided for in Clause 16 of the Agreement.
- (iii) In the case of Crewpersons, failure of a Crewperson to meet and maintain a standard of fitness as laid down in Company Manuals.

#### **8.7 Employee Counselling Procedure**

If an Employee's on-going attitude is such to consider termination, the following procedure will be observed:

- (i) The Employee should be counselled and 'warned' verbally that their level of performance is being reviewed and the employee will be advised in writing of the 'review period'.
- (ii) The Employee may have a witness present, if so desired, at any stage of the counselling procedure, providing the process referred to in Clause 8.7 (i) proceeds within one (1) hour and in each other instance without undue delay.
- (iii) If, after the 'reasonable review period' there is no variation/improvement in performance a 'written' warning will be issued. The written advice will define a 'further reasonable review period' and the Employee will be counselled during this period.
- (iv) An Employee will be entitled to external representation on receiving written advice of the further reasonable review period.



- (v) If, at the expiration of the second defined reasonable review period, there is no change in performance, the Employee's service may be terminated by giving of one (1) months pay.
- (vi) Prior to being terminated an Employee will have the right to present their case to the Board.

### **8.8 Disciplinary Action**

- (i) In lieu of dismissal for an action other than wilful misconduct the 'Board' on advice from the Chief Pilot or Chief Engineer may agree to initiate a disciplinary action against an Employee. This disciplinary action will involve deferment of the next immediate salary increment as provided in Clause 9.1 for a period of not less than 4 weeks and not more than 26 weeks.
- (ii) This option may only be exercised once in any 12 month period for an individual Employee.
- (iii) Counselling as provided in Sub-Clause 8.7 (i) must occur in association with any disciplinary action initiated.

### **8.9 Outside Employment – Pilots and Crewpersons only**

- (i) Employees may undertake outside employment provided that they comply with Sub-Clauses 8.9 (ii), (iii) and (iv).
- (ii) When contemplating outside employment the Employee must ensure at all times that they do not place the Company in jeopardy by breaching "Duty Time" requirements and fitness levels.
- (iii)
  - a. Each Pilot will be required to keep a progressive record of his duty and flight times, using duty and flight time record forms, which will be provided by the Employer in respect of both Company and outside employment.
  - b. The Pilots record will be signed at the end of each calendar month by the Pilot and the Employer and will be maintained or made available by the Employer at the Pilots base for a period of seven (7) years or the duration of this Agreement, whichever is the greater period.
- (iv) The onus is on the Employee to ensure compliance with Sub-Clauses 8.9 (ii) and (iii) herein, as breach of "Duty Time" requirements and fitness levels is a serious matter.



**9. SALARY**

9.1 (i) The Pilots, Crewpersons and Engineers salaries will be as follows:

Years of Service and/or Experience	Pilots	Crewpersons	Engineers
1	45,203	35,385	43,050
2	46,306	36,246	44,100
3	47,409	37,107	45,150
4	48,512	37,968	46,200
5	49,615	38,829	47,250
6	50,718	39,690	48,300
7	51,821	40,551	49,350
8	52,924	41,412	50,400
9	54,027	42,273	51,450
10	55,130	43,134	52,500
11	56,233	43,995	53,550
12	57,336	44,856	54,600
13	58,439	45,717	55,650
14	59,542	46,578	56,700
15	60,645	47,439	57,750

- (ii) On registration of this agreement employees will advance to the next year service level.
- (iii) Increments to next year of service level will occur on 10 October each year.
- (iv) a. The salary structure will be adjusted in accordance with any movement in the Helicopter Pilots (General Aviation) Award 1999 associated specifically with "the cost of living" and these increases will be applied from the date granted in the Award.
- b. The salary adjustment in Clause 9.1(iv)(a) specifically excludes any negotiated increases in the Award salaries.

**9.2 Additions to Salary**

Instrument Flying Rating Allowance	\$3468
Permanent Chief Crewperson Allowance	\$2100
Pilots Special Duties Allowance	\$4305
Special Allowances	may be negotiated with Individual employees who have special skills.



## **10 BENEFITS**

### **10.1 Wage Sacrifice**

- (i) The Company will provide at the Employee's request the Employee with the maximum fringe benefits as 'salary sacrifice' in accordance with fringe benefit taxation legislation that may exist from time to time.
- (ii) The salary sacrifice can be applied by the Employee in any manner they see fit providing the action is legal and within the parameters of any relevant legislation. The Employee is fully aware the salary sacrifice is not available for cash transactions.

### **10.2 Personal Accident Insurance**

- (i) The Company will pay its Employees a sum up to \$750 per annum as a fixed amount allowance to enable Employees to secure an insurance cover to indemnify them for personal loss or injury when performing voluntary duties in support of the Service and/or activities outside 'Duty Time' and 'Stand-by at Base' to maintain fitness levels.
- (ii) Payment of this Allowance will be made each year upon production by the Employee of proof of payment.

### **10.3 Loss of License Insurance**

- (i) The Company will pay its Pilots a sum of up to \$700 per annum as a fixed amount allowance to enable the Pilots to secure an insurance cover against loss of license. Payment of this allowance will be made each year upon production by the Pilot of proof of payment.

### **10.4 Leave Entitlements and Termination**

- (i) Upon termination any accrued entitlements to be paid out will be calculated on the full "Gross Salary".
- (ii) Upon termination, any salary benefits which have been paid in advance – past the date of termination (eg mortgage payment) – will be pro-rated, and the Employee will have to refund, to the Employer, that portion of the benefit paid which exceeds the Employees last day of employment.

### **10.5 Tax Liability Arising from Change to Tax Laws**

- (i) It is recognised that taxation liability in respect to increase in income tax and increases 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 Employees package so that the Employee bears the cost of that increased liability.



**10.6 Superannuation**

- (i) The Company will pay at the end of each month the prescribed percentage under the Superannuation Guarantee Levy Legislation to an agreed Superannuation Fund. The payment will be based on the "Prescribed Salary". Employees are encouraged to make personal contributions to the agreed superannuation fund.

**10.7 CASA Publications/Amendment Service**

- (i) The Company will reimburse its Pilots any costs associated with the acquisition of any necessary documents from CASA that are essential to the successful completion of their flying duties.
- (ii) Payment of this allowance will be made upon production by the Employee of proof of payment.

**11. TRAINING**

- 11.1 (i) A Pilot who undergoes a course of essential training necessary for the Pilot's certification requirements at the Company's expense will remain with the Company for the indentured period specified or reimburse the Company for the proportion of costs of course as specified in the following table.

Course Costs	Indentured Period	Proportion to be reimbursed where Pilot terminates	
0 to \$1,000		Nil	
1,001 to 10,000	One (1) year –	In first month	75%
		In second month	50%
		In third month	40%
		In fourth month	30%
		In fifth month	20%
		In sixth month	10%
		Thereafter	Nil
10,001 & upwards	Two (2) years –	In first three months	75%
		In fourth to sixth month	50%
		In seventh to ninth month	40%
		In tenth to twelve months	30%
		In thirteen to fifteenth month	20%
		In sixteenth to eighteenth month	10%
		Thereafter	Nil

- (ii) Notwithstanding Sub-Clause 11.1(i) a Pilot who terminates service with the company for compassionate reasons will not be bound by this Clause.
- (iii) A Pilots maximum reimbursement in any instance will not exceed \$10,000.

- (iv) In the event of a new aircraft type being introduced for company operations the parties agree to discuss the relevance of sub-clause 11.1 (i) for employees employed at that time.

## 12 ANNUAL LEAVE

### 12.1 Leave Entitlements – Subject to the NSW Annual Holidays Act except where this Enterprise Agreement provides more beneficial provisions.

#### (i) Pilots and Crewpersons

Each Employee will accrue forty two (42) days annual leave (inclusive of Saturdays, Sundays and Public Holidays) for each completed year of service, with rights to have two (2) roster days free of duty to be taken before or after, or one (1) day before or one (1) day after such leave period on full pay. Where an Employee terminates with less than a complete year of service, such an employee will be paid pro-rata for service less than a completed year.

#### (ii) Licensed Aircraft Maintenance Engineers(s) only

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

### 12.2 No Recall from Leave or "Time Free of Duty"

#### Pilots and Crewpersons only

- (i) The Employer will not be entitled to recall an Employee from annual leave or "Time Free of Duty" except by mutual agreement.
- (ii) If a Pilot agrees to a recall from annual leave or "Time Free of Duty" he may, if he wishes, claim an allowance of \$315 for each 24 hour period or part thereof which is spent on "Duty Time", "Stand-by at Base" or "Stand-by". *or she* *D*
- (iii) If a Crewperson agrees to a recall from annual leave or "Time Free of Duty" he may, if he wishes, claim an allowance of \$221 for each 24 hour period or part thereof which is spent on "Duty Time", "Stand-by at Base" or "Stand-by". *or she* *D*
- (iv) This Clause does not apply to attendance at staff meetings whilst on "Time Free of Duty" [Sub-Clause 18.1(v) refers]
- (v) The Company will make application forms for this allowance freely available, to the Employees, in the Operations Room area.



### **12.3 Proportionate Leave on Termination**

- (i) On termination of employment, an Employee will be granted pay in lieu of annual leave at the rate of 1/365 of the annual entitlement for each completed day of service in respect of which no annual leave has been taken.

### **12.4 Period of Annual Leave**

- (i) Annual leave will be taken in no more than 3 periods unless otherwise mutually agreed between the Employer and Employee.

### **12.5 Accrued Leave**

- (i) Leave may be granted and will normally be taken within eighteen (18) months from the date of commencement of the previous period of leave.

This will in no way be interpreted to deprive the Employee of accrued leave entitlements.

- (ii) Except in exceptional and extenuating circumstances an Employee will be required to take any leave in excess of the equivalent of:

for Pilots and Crewpersons – nine (9) weeks  
for Engineers – six (6) weeks

at the discretion of the Company.

## **13. BEREAVEMENT LEAVE**

- 13.1 An Employee will be entitled up to 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, brothers, sisters, child including foster/step child or parent-in-law.

## **14 JURY LEAVE**

- 14.1 (i) An Employee who is required to attend for jury service during his/her normal "Duty Time" will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of salary they would have received had they performed their normal duty.
- (ii) An Employee will notify the Employer as soon as possible of the date upon which they are required to attend for jury service.
- (iii) The Employee will furnish proof to the Employer of their attendance for jury service, the duration of such attendance and the total remuneration received by them as a result of the attendance.



**15 LONG SERVICE LEAVE**

15.1 Refer to NSW Long Service Leave Act 1955.

**16 SICK LEAVE**

16.1 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 will be entitled to be absent from work on sick leave.

16.2 Paid sick leave entitlements are as follows:

	<b>Pilots/Crewpersons</b>	<b>Engineer</b>
On date of appointment	7 calendar days	5 working days
After 3 months of service	7 calendar days	5 working days
After 12 months of service	14 calendar days	10 working days
On completion of each additional twelve (12) months of service	14 calendar days	10 working days

16.3 If the full period of sick leave is not taken in any year, the whole or any unused portion will be cumulative from year to year.

**16.4 Additional Entitlements – Pilots and Crewpersons only**

- (i) An Employee is also entitled to an additional (90) days sick leave on half pay in each year of service.
- (ii) This leave is non-cumulative and Employees are only entitled to this upon exhaustion of all cumulative sick leave.
- (iii) An Employee is also entitled to an additional four (4) calendar days 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 non-cumulative.
- (iv) An Employee granted sick leave for an illness or injury for which the Employee has received treatment or attended a medical practitioner, will remain on sick leave until such time as the Employee is deemed to be medically fit in accordance with the relevant Civil Aviation Air Service Order relating to fitness to fly, as laid down by the Civil Aviation Safety Authority.
- (v) Any application for leave of absence on the grounds of illness except for Clause 16.4 (iii) herein must be accompanied with a medical certificate if in excess of one day, otherwise such leave will be leave without pay.



## **17 CARER'S LEAVE**

**17.1** An Employee is entitled to paid Carer's Leave when the Employee is absent for the purpose of caring for an immediate family or household member that is sick and requires the employees care and support

**17.2** Immediate family or household

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

- a. a member of the employee's immediate family: or
- b. a member of the employee's household

(ii) The term immediate family includes:

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

**17.3** An Employee is entitled to use up to five (5) days each year as Carer's Leave which will be deducted from the Employees sick leave entitlements as provided by Clauses 16.1 & 16.2 only.

**17.4** (i) a. Before taking Carer's Leave, an Employee must give as much notice as possible but in any case not less than two hours before his next rostered starting time.

b. Granting of the Carer's Leave is subject to ensuring compliance with Clauses 20.1 (i) and (ii) of this Agreement.

**17.5** The notice must include

(i) The name of the person requiring care and support and his or her relationship to the employee

(ii) The reasons for taking such leave and the estimated length of absence.

**17.6** Evidence supporting claim

The Employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.



## **18 EMPLOYEE DUTIES**

- 18.1 (i) The Employee will perform the duties and exercise the powers appointed to their position which will be outlined in a separate Job Description.
- (ii) The Employee will be required to sign their Job Description
- (iii) An Employee is also required to perform other duties that are reasonably assigned from time to time by the Company.
- (iv) Employees whilst on "Time Free of Duty" are encouraged to attend after hours callouts, emergencies, lectures, demonstrations and training exercises as may reasonably be required by the Employer from time to time.
- (v) Employees are required to attend monthly staff meetings. An Employee may seek exemption from such attendance by application to the General Manager, Chief Pilot or Chief Engineer.

## **19 LINES OF COMMUNICATION/AUTHORITY**

- 19.1 The lines of communication/authority are clearly set out in the Company Organisation Chart (refer to Annexure A.)
- 19.2 The Chain of Command will be observed in all matters regarding Company policy.

## **20 DUTY ROSTER TIMES**

### **20.1 Pilots and Crewpersons Only**

- (i) The Duty Roster will be structured to ensure the Northern Region Rescue Helicopter is manned twenty-four (24) hours per day by one (1) Pilot and one (1) Crewperson.
- (ii) Pilots and Crewpersons will operate within the parameters of CAO.48 (or such other exemptions as approved by the Civil Aviation Safety Authority from time to time).
- (iii) Pilots and Crewpersons manning the Northern Region Rescue Helicopter will be rostered by the Chief Pilot in accordance with Company requirements.
- (iv) Pilots and Crewpersons may exercise roster flexibility, subject to Clauses 20.1 (i) and (ii).

### **20.2 Licensed Aircraft Maintenance Engineer(s) only**

- (i) The Employee will be available eight (8) hours per day (excluding any meal break) five (5) days in every seven (7) days.
- (ii) Shifts to be agreed between the Employer and the Employee.
- (iii) Can be called out at any time to undertake necessary maintenance.



- (iv) 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 Chief Engineer or in his absence the General Manager and providing that it does not interfere with the efficient and effective operation of the Service.
- (v) No overtime or other financial compensation will be made in regard to call-outs.

## **21 EXPENSES**

- 21.1 The Company will reimburse the Employee any out-of-pocket expenses, as authorised by the Company, incurred in fulfilling the normal day to day duties under the Enterprise Agreement.
- 21.2 The Company may reimburse "reasonable" expenses for entertainment/refreshment at events benefiting the Company at the discretion of the General Manager.
- 21.3 Such items must be listed by the Employee on the appropriate Company claim form and forwarded to the General Manager, or as otherwise directed by the Company, together with receipts as appropriate, at the end of each month for reimbursement if approved.

## **22 UNIFORMS**

- 22.1 Employees will wear uniforms supplied at reasonable intervals by and as reasonably required by the Employer.
- 22.2 Replacement of uniform items will be on production of damaged items, which have been the subject of normal wear and tear.

## **23 EMPLOYEES LIABILITY FOR ACCIDENTS AND DAMAGE**

- 23.1 An Employee will not be required to pay for damages or loss of aircraft or Company equipment used in the Service, nor will any loss or other claim be made by the Employer upon such Employee's Estate.
- 23.2 Any claim made by any member of the public, passenger or other person upon an Employee or Employee's Estate as a result of any accident or happening caused the Employee when duly performing his nominated duties whether efficiently or as may be subsequently determined negligently will be accepted as a claim made against the Employer
- 23.3 The Employer will be solely responsible for all claims as a result of operations by or travel in their aircraft.
- 23.4 Employees issued with a Company vehicle are expected to keep the vehicle clean and tidy at all times.
- 23.5 If an Employee has an accident in a Company motor vehicle, depending upon the circumstances of the accident, they may be liable for the excess of any claim which has to be made under the Company's insurance policy.





23.6 No Employee of the company will drive Company vehicles over the prescribed limits of drugs or alcohol as determined by the Traffic Regulations of NSW.

## 24 MEDIA COMMENT

24.1 It is acknowledged the Employee will at times come in contact with the media.

24.2 The Employee is authorised to speak in general terms on missions in which the Company has been involved.

24.3 Any media statements of a controversial nature, or which refer to the Department of Health Funding Agreement or other controversial matter as determined by Company policy must be cleared by the General Manager.

## 25 DISPUTE PROCEDURES

25.1 The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the NSW Industrial Relation Act <sup>1996</sup> 1997. The procedural steps are:

### 25.2 Procedure relating to a grievance of an individual Employee:

- (i) 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.
- (ii) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at high levels of authority.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) At the conclusion of the discussion, the Employer must provide a response to the Employees grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (v) Whilst a procedure is being followed, normal work must continue.
- (vi) The Employee may be represented by an industrial organisation of Employees.

### 25.3 Procedure for a dispute between an Employer and Employees:

- (i) 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 high levels of authority.
- (ii) Reasonable time levels must be allowed for discussion at each level of authority.
- (iii) Whilst a procedure is being followed, normal work must continue.

(iv) The Employer may be represented by an industrial organisation of Employers and the Employee may be represented by an industrial organisation of Employees for the purpose of each procedure.

25.4 The parties will at all times through the procedure confer in good faith and without undue delay.

**26 CONFIDENTIALITY**

26.1 Employees will not, except in the proper course of duty or as permitted by the Company, divulge to any person whatsoever any trade secrets or any confidential information concerning the business or finance of the Company.

26.2 The Employees will also use their best endeavours to prevent the publication or disclosure of any such information.

26.3 Disregard for this clause renders an Employee liable for dismissal.



**27 ACCOMMODATION**

**27.1 Pilots and Crewpersons Only**

The Company will provide adequate accommodation and facilities for those Employees rostered for "Stand-by at Base".

**28 SIGNATORIES**

28.1 Signed on behalf of Northern Region SLSA Helicopter Rescue Service Pty Ltd (ACN 003 171 373).

Signed.....  
Witnessed by.....

Position.....  
Date.....

28.2 Signed by the full time Pilots, Crewpersons and Engineer employed by Northern Region SLSA Helicopter Rescue Service Pty Ltd

1. Signed.....  
Name.....

Classification.....  
Date.....

2. Signed.....  
Name.....

Classification.....  
Date.....

3. Signed.....  
STEPHEN R VON BRATT

CREWPERSON



3. Signed *[Signature]*  
Name PHIL HEAD

Classification PILOT  
Date

4. Signed W.M. Fisher  
Name WAYNE FISHER

Classification PILOT  
Date

5. Signed *[Signature]*  
Name STEVEN RYAN BRANT

Classification CREW  
Date

6. Signed *[Signature]*  
Name GREG WATSON

Classification ENGINEER  
Date

7. Signed *[Signature]*  
Name ROGER FRY

Classification CREW  
Date

8. Signed *[Signature]*  
Name ROY TAYLOR

Classification PILOT  
Date

29 DATE OF REGISTRATION *Approval D*

29.1 This Enterprise Agreement will take effect from the first pay period to commence on or after date of registration and the Agreement will have a nominal life of three (3) years from date of registration. *approval approval. D*