

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/265

TITLE: **Northern Region Life Saver Rescue Helicopter Enterprise Agreement No. 3**

I.R.C. NO: IRC5/3976

DATE APPROVED/COMMENCEMENT: 17 August 2005 / 17 August 2005

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/219.

GAZETTAL REFERENCE: 21 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Northern Region SLSA Helicopter Rescue Service Ltd, who are employed on a full-time basis engaged in piloting and crewing of the helicopters and their related routine office, clerical and maintenance specialist duties at the company's base.

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

NORTHERN REGION LIFE SAVER RESCUE HELICOPTER ENTERPRISE AGREEMENT NO. 3

1. Title of Agreement

- 1.1 This Agreement shall be known as the Northern Region Life Saver Rescue Helicopter Enterprise Agreement No 3.

2. Arrangement

1. Title of Agreement
2. Arrangement
3. Incidence of Parties Bound
4. Term of Agreement
5. Duress
6. Purpose of the Agreement
7. Definitions
- 7A. Anti Discrimination
8. Contract of Employment
- 8A. Redundancy
9. Salary
10. Benefits
11. Training
12. Annual Leave
13. Bereavement Leave
14. Jury Leave
15. Long Service Leave
16. Sick Leave
17. Carers Leave
18. Employees Duties
19. Lines of Communication/Authority
20. Duty Rosters/Times
21. Expenses
22. Uniforms
23. Employees Liability for Accidents and Damage
24. Motor Vehicles
25. Media Comment and Statements
26. Dispute Procedures
27. Confidentiality
28. Accommodation
29. Signatories
30. Date of Approval

3. Incidence and Parties Bound

- 3.1 This Enterprise Agreement is made pursuant to *Industrial Relations Act 1996* entered into on 27 July 2005 between Northern Region SLSA Helicopter Rescue Service Pty Ltd and the Australian Workers Union on behalf of full time employees engaged in piloting and crewing of 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 shall take effect from the first full pay period on or after the date of Registration of the Enterprise Agreement by the Industrial Relations Commission of NSW and shall remain in force for a period of three (3) years from that date.

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 and Crewpersons 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 01/219) which has extended beyond its nominal term.

7. Definitions

7.1

- a. "Board" - Board of Directors of Northern Region SLSA Helicopter Rescue Service Pty Ltd.
- b. "Check Pilot" - means a pilot who is approved pursuant to the Civil Aviation Orders by the Civil Aviation Safety Authority to conduct, and who does so conduct at the direction of the Employer, flight proficiency tests for the issue and/or the renewal of pilots' licences and/or ratings and who certifies to the competency of pilots so tested.
- c. "Chief Crewperson" - means the Crewperson appointed by the Employer to perform the duties and responsibilities of Chief Crewperson.
- d. "Chief Engineer" - means the Engineer appointed by the Employer to perform the duties and responsibilities of the Chief Engineer
- e. "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
- f. "Company" - means Northern Region SLSA Helicopter Rescue Service Pty Ltd.
- g. "Crewperson" - means an employee appointed by the Employer to perform the duties and responsibility of a crewperson including responsibilities of a rescue crewperson and winch operator.
- h. "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 or any other company related duties.
- i. "Employee" - means a full time Pilot or Crewperson in the employment of the Company.
- j. "Employer" - means the Company or a Representative or Agent acting on behalf of the Company.
- k. "Gross Salary" - means the gross of salary and allowances payable under Clause 9 of the Agreement.
- l. "Leave" - means when the Employee is on annual, long service, sick, jury, bereavement, compassionate or carers leave.
- m. Operations Manager - means the Management Team member appointed by the Employer to perform the duties and responsibilities of the Operations Manager
- n. "Prescribed Salary" - will be the taxable component of "Gross Salary" less the non-taxable wage sacrifice component as per Clause 10.1.

- o "Pilot" - means an employee appointed by the Employer to perform the duties and responsibilities of a Pilot.
- p Rescue Crewperson - means a crewperson appointed by the Employer to perform the duties and responsibilities of a Rescue Crewperson
- q. "Stand-by Away from base" - 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 for any reason due to and including but not limited to fatigue or duty or flight time limitations, sickness and illness and will report for the appointed duty in accordance with company policy which may apply from time to time.
- r. "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.
- s. "Three person roster" - means the roster system in use by the Company which rosters three pilots and three crewpersons to be available to operate the Company's aircraft in the following manner:
 - (a) one pilot and one crewperson rostered on Standby at the Base; and
 - (b) one pilot and one crewperson rostered on Standby Away from Base; and
 - (c) one pilot and one crewperson rostered on Time Free of Duty.
- t. "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.
- u "Training pilot" - means a pilot, other than a Check Pilot, who at the direction of the Employer, performs flying instruction and/or training studies.
- v "Winch Operator" means a crewperson who is trained and qualified to carry out duties as a winch operator on helicopters in conjunction with associated crewperson and rescue crewperson responsibilities.

7a. Anti Discrimination

- 7A.1 It is in the intention of the parties to this agreement to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, trans-gender identity and age.
- 7A.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 7A.3 Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 7A.4 Nothing in this clause is to be taken to effect:
- a) any conduct or act which is specifically exempted from anti discrimination legislation;
 - b) offering or providing junior rates of pay to persons under 21 years of age;

- c) any acts or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti Discrimination Act 1977*;
- d) a party to this agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

7A.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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.
- (iv) These expenses will be reimbursed to the employee by the company subject to proof that the expense has been incurred by any of the following means;
 - (a) Production of a receipt:
 - (b) Referral of invoice to the company: or
 - (c) Provision of Statutory Declaration by the employee.

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 shall 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) The suspension or loss of the Pilot's 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 as laid down in CAR's which apply from time to time and the equivalent of a "Class Two (2)" aviation medical for Crewpersons as laid down in CAR's which apply from time to time 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 and/or performance 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 satisfactory 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 satisfactory improvement in performance, the Employee's service may be terminated by giving of one (1) months pay.
- (vi) Prior to being terminated and 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 Operations Manager or Chief Pilot 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

- (i) Employees must not undertake any outside employment, unless:
 - (a) prior Company approval to do so is obtained by the Employee; and

- (b) the Employee can comply with paragraphs 8.9 (ii) and (iii)
- (ii) When contemplating outside employment the Employee must ensure at all times that they do not place the performance of their duties with the Company in jeopardy by breaching "Duty Time", Stand-by, FMS requirements and fitness levels.
- (iii)
 - a. Each Employee shall 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 Employee record will be signed at the end of each calendar month by the Employee and the Employer and will be maintained or made available by the Employer at the Employees 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.

8.10 Occupational Health and Safety

8.10.1 Each Employee shall cooperate positively in respect of obligations pursuant to the *Occupational Health and Safety Act 2000* and the *Occupational Health Safety Regulations 2001*.

8.11 Workers Compensation

8.11.1 Each employee will observe the *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998*.

8a. Redundancy

8A.1 Where redundancy occurs, the following clauses have affect:

8A.2 Transfer to lower paid duties

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

8A.3 Severance Pay

8A.3.1 In addition to the period of notice prescribed for ordinary termination in clause 8.2, an Employee whose employment is terminated by reason of redundancy will be paid the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
One year or less	Nil
One year and up to the completion of two years	4 weeks pay
Two years and up to the completion of three years	6 weeks pay
Three years and up to the completion of four years	7 weeks pay
Four years and over	8 weeks pay

8A.3.2 Where an Employee has less than one year's service, he or she will be entitled to an additional weeks notice.

8A.3.3 The severance payments will not exceed the amount which the Employee would have earned, if the employment with the Employer had proceeded to the employee's normal retirement date.

8A.4 Employee leaving during notice period

An Employee whose employment is terminated by reason of redundancy, may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. However, in this circumstance, the Employee will not be entitled to payments in lieu of notice.

8A.5 Alternative Employment

The Employer, in a particular redundancy case, may make an application to the Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee.

8A.6 Time off during notice period

8A.6.1 During the period of notice of termination given by the Employer, an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

8A.6.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employee, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

8A.7 Employees Exempted

This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including misconduct and in the case of casual Employees or Employees engaged for a specific time or for a specific task or tasks.

9. Salary

9.1

(i) The Pilots and Crewpersons salaries shall be as follows:

Years of Service with the Company	Pilots	Crewpersons
1	54441	40588
2	55770	41574
3	57098	42562
4	58426	43562
5	59753	44550
6	61080	45531
7	62408	46525
8	63736	47519
9	65062	48506
10	66392	49500
11	67720	50487
12	69048	51475
13	70374	52463
14	71702	53455
15	73030	54451

16	74358	55447
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- (ii) On registration of this agreement employees shall be paid the salary corresponding to their present year of Service with the Company
- (iii) Annual increments to the next year of service level shall occur on the anniversary of the date of registration of this agreement.
- (iv) The Salary set out in Clause 9.1(i) and the allowances set out in Clause 9.2 will be increased annually on the anniversary of the date of registration of this agreement in line with the increases in the CPI in accordance with the following formula.

$$\text{Increased Salaries} = R \times \text{CPI}(2)/\text{CPI}(1)$$

Where:

R = current salaries

CPI(2) = the published figure for the CPI Sydney All groups at March of the current year.

CPI(1) = the published figure for the CPI Sydney All Groups at March of the previous year.

9.2 Additions to Salary - Allowances

9.2.1 Roster Allowance

A Roster Allowance, subject to the following paragraphs in this sub-clause 9.2.1, will be payable to pilots and crewpersons who are rostered to operate the Company's aircraft in accordance with the three person roster.

Pilots

- (i) If a pilot is deployed on a single pilot IFR aircraft and is rostered to pilot the Company's aircraft in accordance with the three person roster, then the pilot will be paid a Roster Allowance at the rate of \$4,000 p.a.
- (ii) Payment of the Roster Allowance will be suspended if, for whatever reason, either of the conditions in paragraph 9.2.1(i) are not met.

Crewpersons

- (iii) If a crewperson is rostered to crew the Company's aircraft in accordance with the three person roster then the crewperson will be paid a roster allowance at the rate of \$4000.00pa with the exception of the Chief Crewperson.
- (iv) Payment of the Roster Allowance will be suspended if, for whatever reason, the conditions in paragraph 9.2.1(iii) are not met.

For the avoidance of doubt if, for whatever reason, if the three person roster ceases to be used by the Company to operate the Company's aircraft, or if the Company employs additional pilots and crewpersons, the Roster Allowance will be suspended.

9.2.2 Chief Crewperson Allowance

The crewperson appointed by the Employer to perform the duties and responsibilities of Chief Crewperson shall be paid an allowance at the rate of \$5,000.00 p.a. as long as the crewperson holds that position and performs the duties and responsibilities of Chief Crewperson as provided for in the relevant job description that may, from time to time, apply.

9.2.3 Pilot Special Duties Allowance

A Special Duties Allowance shall be paid to pilots at the rate of \$4,305.00 p.a.

9.2.4 Winch Operator Allowance

A crewperson nominated and trained as a winch operator will be paid an allowance at the rate of \$1,500.00 p.a. provided the crewperson maintains the necessary level of competence to perform that task and remains competent to perform all the duties of a crewperson.

9.2.5 Training and Checking Allowance

Where a pilot is required to perform the duties of Check pilot or Training Pilot then the pilot shall be paid an allowance at a rate calculated in accordance with the following formula:

$$\frac{\text{Year 8 Pilot Salary plus IFR Allowance}}{10}$$

9.2.6 IFR Allowance

Pilots who hold a current Instrument Flying Rating shall be paid an IFR Allowance at the rate of 4,245.00 p.a.

9.2.7 Special Skills Allowance

Special Allowances may be negotiated with individual employees who have special skills.

10. Benefits

10.1 Wage Sacrifice

- (i) An employee may sacrifice 30% of gross salary, up to a maximum of \$14,089 per year.
- (ii) The wage 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.
- (iii) If, at any time, any portion of the wage sacrifice applied under paragraph 10.1(ii) becomes subject to Fringe Benefits Tax, under any relevant legislation, then any Fringe Benefits Tax so payable will be reimbursed to the Company, by reducing any wage sacrifice made by the Employee under sub-clause 10.1 by an amount equal to the Fringe Benefits Tax paid by the Company.
- (iv) The Employee is fully aware the wage sacrifice is not available for cash transactions.

10.2 Insurance

10.2.1 Personal Accident Insurance

- (i) The Company will pay its Employees a sum up to \$1000 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 shall be made each year upon production by the Employee of proof of payment.

10.2.2 Loss of License Insurance

- (i) The Company will pay its Pilots a sum of up to \$1000 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.

10.2.3 Income Protection Insurance

- (i) Alternatively, an employee may elect to receive an allowance which does not exceed the sum total of any such entitlement otherwise payable under sub-clauses 10.2.1 and 10.2.2 to enable the Employee to secure Income Protection Insurance.
- (ii) Payment of this allowance will be made each year on production by the Employee of proof of payment.
- (iii) For the avoidance of doubt, where an Employee claims payment of an allowance(s) specified under sub-clauses 10.2.1 and 10.2.2 they cannot claim an allowance under this sub-clause 10.2.3

10.2.4 Fringe Benefits Tax

- (i) If, at any time, any portion of the allowances payable to an Employee under this clause 10.2 become subject to Fringe Benefits Tax, under any relevant legislation, then any Fringe Benefits Tax so payable will be re-imbursed to the Company, by reducing any wage sacrifice made by the Employee under sub-clause 10.1 by an amount equal to the Fringe Benefits Tax paid by the Company.

10.3 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.

10.4 Tax Liability Arising from Change to Tax Laws

- (i) It is recognised that taxation liability in respect to increases 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.

10.5 Superannuation

- (i) The Company shall pay at the end of each month the prescribed percentage under the Superannuation Guarantee Levy Legislation to an agreed Superannuation Fund which complies with the relevant superannuation legislation. The payment will be based on the Gross Salary.
- (ii) The employee may nominate once per year where the funds are to be paid and may move the funds accumulated in the same manner.
- (iii) Employees are encouraged to make personal contributions to the agreed superannuation fund.

10.6 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 shall be made upon production by the Employee of proof of payment.

11. Training

11.1 Generally

The parties acknowledge the need to increase the efficiency, productivity and competitiveness of the Company. Accordingly the parties agree:

- (i) to develop and maintain a highly skilled workforce
- (ii) to provide Employees with career opportunities through appropriate training and skill enhancement. Where training is to be funded by the Company sub-clause 11.2 will apply.
- (iii) Employees will undertake training as required by the Company.
- (iv) The Company will provide the training required to maintain competent currency levels, as appropriate, during an Employee’s employment period. This may include, but is not limited to:
 - (a) changes to aircraft type,
 - (b) instrumental renewals,
 - (c) check rides.
- (v) An employee who undergoes a course of training at the Company’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 Agreement.

11.2 Return of Service

- (i) A Employee who undergoes an external 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 \$1,000.00		Nil	
1,100 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 month	75%
		In fourth to sixth month	50%
		In seventh to ninth month	40%
		In tenth to twelve months	30%
		In thirteen to fifteen month	20%

		In sixteenth to eighteenth month	10%
		Thereafter	Nil

- (ii) Notwithstanding Sub-Clause 11.2(i) if an Employee terminates service with the Company for compassionate reasons he/she will not be bound by this Sub-Clause.
- (iii) An Employees 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 11.2(i) for employees employed at that time.

11.3 Training Days

- (i) An annual training and re-qualification weekend of two (2) days duration is compulsory for all employees under this agreement and employees will be required to attend.
- (ii) Training days identified in paragraph 11.3(i) are incorporated into salary payable under this agreement and any employee attending these training days shall not be entitled to additional remuneration in respect of that attendance.
- (iii) Employees are strongly encouraged to train on rostered days off from time to time to fulfil their currency, recency or renewal requirements in addition to the compulsory training provided for in paragraph 11.3(i).
- (iv) The Company will make best endeavours to develop training programs and resources for Employees. These programs will be based upon the job description and competencies of the employees and can only be implemented with the mutual consent of the Company and Operations Manager.

12. Annual Leave

12.1 Leave entitlements shall be in accordance with the *Annual Holidays Act 1944* (NSW) except where this Enterprise Agreement provides more beneficial provisions.

12.2 Leave Entitlements

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

12.3 Calculation of Service

In determining what is a completed year of service in respect of an Employees 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, compassionate leave, carer's leave or paid sick leave, shall not count as service. The period of annual leave which may be granted shall be subject to a reduction of three (3) days of each thirty (30) working days absent in excess of the absence allowing herein.

12.4 No Recall from Leave or "Time Free of Duty"

- (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/she may, if he/she wishes, claim an allowance of \$331 for each 24 hour period or part thereof which is spent on "Duty Time", "Stand-by at Base" or "Stand-by" away from base.

- (iii) If a Crewperson agrees to a recall from annual leave or "Time Free of Duty" he/she may, if he/she wishes, claim an allowance of \$232 for each 24 hour period or part thereof which is spent on "Duty Time", "Stand-by at Base" or "Stand-by" away from base.
- (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.
- (vi) For the purposes of 12.4 (ii) and 12.4 (iii) 'time free of duty' does not include attendance at the Annual training and re-qualification weekend of two (2) days duration.

12.5 Proportionate Leave on Termination

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.

12.6 Leave Loading

- (i) An employee proceeding on annual leave shall be paid in respect of the first 4 weeks of such leave falling due each year, an annual leave loading equivalent to 17.5% of the prescribed salary.
- (ii) Leave loading will only be payable in respect of annual Leave entitlements accrued after the date of Registration of this Agreement. For the avoidance of doubt, leave loading will not be payable in respect of annual leave owing to an employee at the time of Registration even if that annual leave is taken after the date of Registration
- (iii) This clause shall not apply should legislation be enacted to delete leave loading entitlements.

12.7 Period of Annual Leave

Annual leave will be taken in no more than 3 periods per calendar year in a minimum of six (6) day blocks in accordance with the three person roster, unless otherwise mutually agreed between the Employer and Employee.

12.8 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 nine (9) weeks at the discretion of the Company.

12.9 Leave Roster

- (i) On 1 March each year the Chief Pilot will give notice in writing to all pilots and crewpersons of his intention to compile a leave roster on an agreed basis, commencing on 1 July of that year, and advise all pilots and crewperson to make leave requests in writing before the 30 March that year to cover such leave roster.
- (ii) The Chief Pilot will consider such requests and will promulgate such leave roster by 1 April each year.
- (iii) The leave roster, once promulgated will not be altered without the approval of the Chief Pilot or Operations Manager.

- (iv) A copy of the leave roster will be placed on the Operations notice board at the base.

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" shall 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 Long Service leave will be provided for in accordance with the *Long Service Leave Act 1955* (NSW).

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:

	Pilots/Crewpersons
On date of appointment	7 calendar days
After 3 months of service	7 calendar days
After 12 months of service	14 calendar days
On completion of each additional twelve (12) months of service	14 calendar 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

- (I) An Employee is also entitled to an additional (90) days sick leave on half pay in each year of service.
- (II) The additional sick leave described in paragraph 16.4(i) 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 Service Regulations 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 shall 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 member that is sick and requires the employees care and support.

17.2 Immediate family

- (i) The entitlement to carer's leave is subject to the person in respect of whom the leave is taken being a member of the employee's immediate family.
- (ii) The term immediate family means:
 - a. 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 who lives with the employee on a bona fide domestic basis: and
 - b. A child (including adult children 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/her 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

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 all Staff and Operations meetings if on standby at base or on standby away from base, as part of their duties. Employees attending Staff and Operational meetings whilst on standby at base or on standby away from base will not be entitled to any additional payment for attendance at those meetings.
- (vi) Employees on "Time Free of Duty" are encouraged to attend on a voluntary basis however an Employee attending on this basis will not be entitled to any additional payment for attendance at those meetings
- (vii) If an Employee, whilst on "Time Free of Duty", does not attend a Staff or Operations Meeting he or she must read and sign a copy of the meeting minutes as soon as practicable after the Employee recommences "Duty Time". Signing the minutes will be taken as confirmation the Employee understands and agrees to abide by the contents.
- (viii) The responsibility to obtain and read meeting minutes pursuant to sub-clause 18.1(v) rests with the individual Employee to whom that sub-clause might, from time to time, apply. This responsibility extends to making the necessary enquiries as to whether a Staff or Operations meeting took place while the individual Employee was on "Time Free of Duty".

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 The stand-by roster will be constructed to ensure the Northern Region Life Saver Rescue Helicopters is/are manned to the following minimums:
 - (i) 24 hours per day each day of the year by one pilot and one crewperson on stand-by at the base and one pilot and one crewperson on stand-by away from the base
 - (ii) Pilots and crewpersons will operate within the requirements of any CASA approved Company Fatigue Management System (FMS) and/or the dispensation or concession or permission or exemption to CAO 48.
 - (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 whilst on stand-by at the base shall be under direct control and supervision of the Employer in accordance with Clause 18. Pilots and Crewpersons whilst on stand-by at the base shall not undertake any work not directly associated with their Duties under Clause 18, without the prior approval of the General Manager.
 - (v) The Employees roster will be strictly adhered to and any variation or alteration to the shift arrangements and the stand-by roster (including "swapping" of shifts between employees) will be granted only in acceptable circumstances and only with the approval of the Chief Pilot.

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 Operations Manager.
- 21.3 Such items must be listed by the Employee on the appropriate Company claim form and forwarded to the Operations Manager, or as otherwise directed by the Company, together with receipts as appropriate, at the end of each month for reimbursement if approved.
- 21.4 The Company may from time to time promulgate a policy in respect of reimbursement for expenses setting out a maximum daily allowance for employees in respect of any out of pocket expenses incurred performing their duties including but not limited to accommodation and meal expenses.

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 shall 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.

24. Motor Vehicles

- 24.1 Employees issued with a Company vehicle are expected to keep the vehicle clean and tidy at all times.
- 24.2 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.
- 24.3 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.

25. Media Comment

- 25.1 It is acknowledged the Employee will at times come in contact with the media.
- 25.2 The Employee is authorised to speak in general terms on missions in which the Company has been involved.
- 25.3 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.

26. Dispute Procedures

- 26.1 The procedure for the resolution of industrial disputation will be in accordance with the NSW *Industrial Relation Act 1996*. The procedural steps are:
- 26.2 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.
- 26.3 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.
 - (v) Either party may advise the Industrial Relations Commission of New South Wales of the issues in dispute and seek a conference of the parties at any stage of disagreement.
- 26.4 The parties will at all times through the procedure confer in good faith and without undue delay.

27. Confidentiality

- 27.1 Employees will not, except in the proper course of duty or as permitted by the Company or as required by law, divulge to any person whatsoever any trade secrets or any confidential information concerning the business or finance of the Company.
- 27.2 The Employees will also use their best endeavours to prevent the publication or disclosure of any such information.
- 27.3 Disregard for this clause renders an Employee liable for dismissal.
- 27.4 The Company encourages Employees to keep the details of this Agreement confidential.

28. Accommodation

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

29. Signatories

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

Signed _____ Position _____

Witnessed by _____ Date _____

29.2 Signed on behalf of the Australian Workers Union for the full time Pilots and Crewpersons employed by Northern Region SLSA Helicopter Rescue Service Pty Ltd

Signed _____ Position _____

Witnessed by _____ Date _____

30. Date of Approval

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