

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/64

TITLE: Hunter Region Rescue Helicopter Enterprise Agreement No. 2

I.R.C. NO: IRC4/7296

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**NEW AGREEMENT OR
VARIATION:** Replaces EA97/163.

GAZETTAL REFERENCE: 25 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to Pilots and Crewpersons employed by Hunter Region SLSA Helicopter Rescue Service Ltd.

PARTIES: Hunter Region SLSA Helicopter Rescue Service Limited -&- Graeme Anderson, Peter Cook, Peter Cummings, David Davies, Mark Goolmeer, Steve Johnston, Peter Martine, Ian McFadden, Danny Morris, Graham Nickisson, Ian Osborne, Luke Pagano, Warren Phillips, Roger Priest, Glen Ramplin, Jamie Yeo, Mike de Winton

HUNTER REGION RESCUE HELICOPTER ENTERPRISE AGREEMENT NO. 2.

1. Title of Agreement

This Agreement shall be known as the HUNTER REGION RESCUE HELICOPTER ENTERPRISE AGREEMENT NO. 2.

2. Arrangement

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3. Incidence and Parties Bound

3.1 This Enterprise Agreement is made under Chapter 2, Part 2 of the New South Wales *Industrial Relations Act 1996*, entered into on the 2004 between the Hunter Region SLSA Helicopter Rescue Service Limited (ACN 002 862 026) and employees engaged as Pilots and Crewpersons and their related routine office, clerical and maintenance duties at the Company's bases at Bavin Road, District Park, Broadmeadow, NSW, 2292 and Tamworth Airport, New Winton Road, Tamworth, NSW, 2340.

4. Terms of Agreement

4.1 This Agreement shall take effect from the first full pay period following registration of this Agreement and shall remain in force for a period of three (3) years from the date of registration.

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 Pilots and Crewpersons who are employed by the Hunter Region SLSA Helicopter Rescue Service Limited (ACN 002 862 026).

7. Definitions

- 7.1 "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.
- 7.2 "Company" means the Hunter Region SLSA Helicopter Rescue Service Limited (ACN 002 862 026).
- 7.3 "Crew Chief" means the Crewperson appointed by the Employer to perform the duties and responsibilities of the Crew Chief.
- 7.4 "Crewperson" means the person appointed by the Employer to perform the duties and responsibilities of the role.
- 7.5 "Duty Time" means the time taken for any task that is required to be carried out for the business of the Employer.
- 7.6 "Employee" means a Pilot or Crewperson in the employment of the Company.
- 7.7 "Employer" means the Company, or a Representative or Agent acting on behalf of the Company.
- 7.8 "Gross Salary" means the gross of salary and allowances payable under clause 9 of this Agreement.
- 7.9 "Leave" means when the Employee is on annual, long service, sick, jury, bereavement, compassionate or carer's leave.
- 7.10 "Pilot" means the person appointed by the Employer to perform the duties and responsibilities of the role.
- 7.11 "Prescribed Salary" shall be the taxable cash component of gross salary ie. Gross salary less the non-taxable wage sacrifice component as per clause 10.1.
- 7.12 "Redundancy" occurs when the employer decides that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to ordinary and customary turnover of labour.
- 7.13 "Senior Pilot" means the Pilot appointed by the Employer who assumes the responsibilities of the Chief Pilot in the extended absence of the Chief Pilot.
- 7.14 "Stand-by Away from Base" means that period of time where a Pilot or Crewperson shall be contactable by telephone or pager or other means in order to crew a helicopter should the crew on Stand-by At Base require relief due to fatigue or duty or flight time limitations or injury or should an event of an emergency or unusual nature occur and their services be required by the Company. The time between notification and arrival at the base shall be a maximum of 3 hours by day and 45 minutes by night.
- 7.15 "Stand-by at Base" means that time where the Pilot or Crewperson is at the Base, or in close proximity (i.e. within 10 minutes), where he/she can crew the aircraft with minimal delay.
- 7.16 "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.

7.17 "Weeks Pay" means the gross salary (being salary and allowances as specified in clause 9) divided by 52, for the employees concerned.

7.18 "Work Time" means the same as "Duty Time".

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 during this probationary period 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 thereof.

8.3 Licensing and Fitness

8.3.1 Pilots 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 Company. All expenses involved in ensuring these requirements are fulfilled, including but not limited to medical examinations and Pilot operational publication purchases, shall be reimbursed to the Employee by the Company.

8.3.2 Crewpersons will maintain a standard of fitness as laid down in the Company's Standard Operations Manual.

8.3.3 The net expenses involved in any medical examinations required to comply with clauses 8.3.1 and 8.3.2 shall be reimbursed to the Employee by the Company.

8.4 Observance of Statutory Regulations and Company Manuals

The Employee shall make every endeavour, wherever possible to obey the regulations and instructions laid down in the relevant Civil Aviation Safety Authority or Air Services Australia documents and the relevant Company Helicopter Operations Manual, Maintenance Control Manual and Standard Operations Manual.

8.5 Summary Dismissal for Misconduct

Nothing in this Agreement shall affect the right of the Employer to summarily dismiss an Employee for reasons of misconduct as defined hereunder:

8.5.1 The Employee wilfully or persistently fails to observe any of the provisions of the Agreement.

8.5.2 The Employee wilfully or persistently refuses or neglects to comply with any reasonable and lawful order given by the Company.

8.5.3 Any act by an Employee that is prejudicial to the reputation of the Company including but not limited to any criminal act.

8.6 Termination of Employment

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

8.6.1 If either:

- (a) the employee's helicopter pilot's licence is suspended for more than 28 days or;
- (b) the Employee is unable, within 28 days from the date of suspension, to show cause to the Civil Aviation Safety Authority why the helicopter pilot's licence should not be cancelled;

and the Employee is rendered by the suspension or cancellation of the helicopter pilot's licence unable to fulfil his or her normal duties. This clause does not apply if the events leading up to and associated with the suspension or cancellation occurred during a duty or standby period and the Employee is appealing the relevant suspension or cancellation ruling.

8.6.2 A Pilot's failure to meet the medical standards, being a Class One (1) aviation medical and after due consideration to sick leave entitlements as provided for in clause 16 of this Agreement. The Company shall meet the costs of the medical examinations and reports.

8.6.3 A Crewperson's failure to meet and maintain a standard of fitness as laid down in the Company's Standard Operations Manual and after due consideration to sick leave entitlements as provided for in clause 16 of this Agreement.

8.7 Employee Counselling Procedures

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

8.7.1 The Employee should be counselled and "warned" verbally that their level of performance or attitude is being reviewed and they shall be advised in writing of the "review period".

8.7.2 If, after the "review period" there is no variation/improvement in performance a "written" warning will be issued and further counselling will take place. The written advice shall define the further "reasonable review period".

8.7.3 If, at the expiration of the second defined "reasonable review period", there is no change in attitude or performance, the Employee's services may be terminated forthwith by payment of one (1) months salary.

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 The Pilots and Crewpersons salaries shall be as follows:

Year of Service with the Company	Pilots Of Multi- Engine Helicopters	Crewpersons	Pilots Of Single - Engine Helicopters
One	\$54,441	\$40,588	\$48,531
Two	\$55,770	\$41,574	\$49,712
Three	\$57,098	\$42,562	\$50,894
Four	\$58,426	\$43,562	\$52,081
Five	\$59,753	\$44,550	\$53,265
Six	\$61,080	\$45,531	\$54,441
Seven	\$62,408	\$46,525	\$55,629
Eight	\$63,736	\$47,519	\$56,812
Nine	\$65,062	\$48,506	\$57,995
Ten	\$66,392	\$49,500	\$59,177
Eleven	\$67,720	\$50,487	\$60,359
Twelve	\$69,048	\$51,475	\$61,542
Thirteen	\$70,374	\$52,463	\$62,723
Fourteen	\$71,702	\$53,455	\$63,907
Fifteen	\$73,030	\$54,451	\$66,270

9.1.1 Pilots and Crewpersons shall be paid the salary corresponding to their present year of full time service/employment with the Company. Annual increments to the next year of service level shall occur on the anniversary of the commencement date of the Pilot's or Crewperson's full time employment.

9.2 Salary Increases

With effect from 1 July 2005, and from 1 July each succeeding year, the salary set out in Clause 9.1 and the allowances set out in Clauses 9.3.1, 9.4 and 9.5 will be increased in line with 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.

9.3 Additions to Salary - Pilots of multi-engined helicopters only

9.3.1 Allowances

Airline Transport Pilots Licence (ATPL) Allowance -

\$3,501 per annum

Command Helicopter Instrument Flying Rating Allowance (payable only when the pilot is assigned by the Company to fly IFR capable helicopters as pilot in command) -

\$4,245 per annum

Pilot's Special Duties Allowance -

\$5,269 per annum

Senior Pilot Allowance -

\$4,240 per annum

EMS Shift Allowance -

\$3,838 per annum

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

9.3.2 Pilot Year of Service Credits

Experience prior to joining Company:	Years:
3,000 helicopter command hours	1
6,000 helicopter command hours	2
Holder of a twin command endorsement on an aircraft type in current operation by the Company at time of joining the Company	1
Holder of a current twin command Helicopter Instrument Rating at time of joining Company	2
Holder of any Command IFR Rating, lapsed or otherwise at time of joining Company	1
Total maximum credits	4

9.4 Additions to Salary - Crewpersons

Holder of a current Rescue Crewman Qualification	\$2,007 per annum
Holder of a current Winch Operator Qualification	\$3,011 per annum
Holder of a current Instructor Qualification	\$1,004 per annum
EMS Shift Allowance	\$2,677 per annum

9.5 Additions to Salary - Pilots of single-engined helicopters only

9.5.1 Allowances

Pilot's Special Duties Allowance -	\$5,269 per annum
EMS Shift Allowance-	\$3,104 per annum

10. Benefits

The Company will provide at the Employee's request the following fringe benefits as a "salary package".

10.1 Wage Sacrifice

10.1.1 Up to 30% (maximum) wage sacrifice on gross salary (being salary and allowances as specified in Clause 9) will be available except where an employee's 30% wage sacrifice would exceed the limit set from time to time by the Australian Taxation Office for charitable organisations to be exempt from fringe benefits tax, then the maximum wage sacrifice will be that as set by the Australian Taxation Office. As at 1 April 2001 this limit is \$15,450 per annum per employee.

10.1.2 If an Employee's annual wage sacrifice amount is less than \$12,810 then the Employee may use this amount toward paying expenses that either contain GST or are GST Free or Input-Taxed.

10.1.3 If an Employee's annual salary sacrifice amount is greater than or equal to \$12,810, but less than or equal to \$15,450 (the maximum), they may only use this amount toward paying expenses that are GST Free or Input-Taxed.

10.1.4 Categories:

The wage sacrifice can be applied by the Employee into any or all of the following categories:

- a. Mortgage or rent (Input Taxed);
- b. Motor vehicle expenses (GST);
- c. Superannuation contributions other than those contributions for which the Employer is responsible under the Superannuation Guarantee Levy Legislation (Input Taxed);
- d. Education expenses (GST Free);
- e. Private Health Insurance (GST Free);
- f. Vocational expenses (GST or GST Free).

10.2 Insurance

10.2.1 Employees will be covered by a twenty four (24) hour Personal Accidental Death and Permanent Disablement Insurance Policy to the value of \$500,000, except when engaged in outside employment. This policy also provides benefits to employees for Temporary Total Disablement and Temporary Partial Disablement subject to a 7 day waiting period and with a maximum payment period of 104 weeks. The premiums for this insurance will be paid by the Company and the conditions applying will be in accordance with the policy. A copy of the Employee's insurance policy certificate in respect of this insurance cover 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 this policy will be nominated as required from time to time by the Employee. A copy of the policy document (or policy summary) will be made available for reading by the Company Secretary.

10.2.2 The Employer will pay the Employees a sum of money per annum up to a maximum of \$1,250 as a fixed amount allowance to enable the Employees to secure income protection insurance cover for themselves. Payment of this allowance will be made each year upon production by the Employee of proof of payment.

10.2.3 If an Employee elects not to take the allowance referred to in clause 10.2.2 he may elect instead to be paid a sum of money per annum as defined from time to time by the Federal Helicopter Pilots (General Aviation) Award as a fixed amount allowance to enable him to secure his choice

of an insurance cover against loss of licence. Payment of this allowance will be made each year upon production by the Employee of proof of payment.

10.3 Leave Entitlements and Termination

10.3.1 All leave entitlements taken during employment (including sick, annual, bereavement, compassionate, carer's, jury and long service leave), will only be calculated on the Prescribed Salary (as defined). Upon termination any accrued entitlements to be paid out will be calculated on the full gross salary.

10.3.2 Upon termination, any salary benefits which have been paid in advance - past the date of termination (eg. 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.

10.4 Tax Liability Arising from Change to Tax Laws

10.4.1 It is recognised that taxation liability in respect of income tax and Medicare Levy of the Employees are the sole and exclusive responsibility of the Employees.

Consequently, if, as a result of changes to these two (2) taxation laws, the tax liability arising from the employment of an Employee is increased, the Employer may restructure the Employee's package so that the Employee bears the cost of that increased liability.

10.4.2 If taxation laws change during the term of this Agreement so that the "Wage Sacrifice" referred to in clause 10.1.1 is no longer available at all, or to the extent referred to in clause 10.1.1, the Company and the Employees will renegotiate salary package and the new salary packages will take effect from the date on which the changes to the taxation laws become law.

10.5 Telephone Costs

The cost of installation, maintenance and rental of an Employee's home phone shall be paid by the Company in line with the requirements to be contactable during "stand-by" periods.

10.6 Superannuation

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

11. Training

11.1 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 separate Agreement.

12. Annual Leave

12.1 Annual leave is subject to the NSW *Annual Holidays Act 1944* except where this Agreement provides more beneficial conditions.

12.2 Leave entitlement

Each Employee shall accrue forty two (42) days annual leave (inclusive of Saturdays, Sundays and Public Holidays) for each completed year of service, with the rights to have two (2) roster days free of duty to be taken before or after, or one (1) day before and one (1) days such leave period on full pay. Where an Employee terminates 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 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 allowed herein.

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

12.4.1 The Employer is not entitled to recall an Employee from annual leave or "time free of duty" except by mutual agreement. In relation to "time free of duty" the provisions of clause 17.4 apply.

12.4.2 If a Pilot agrees to recall from annual leave or "time free of duty" he/she may, if he/she so wishes, claim an allowance of AUD\$300 for each 24 hour period or part thereof which is spent on duty or standby at base, or arrange to take time off in lieu of payment.

12.4.3 If a Crewperson agrees to a recall from annual leave or "time free of duty" he/she may, if he/she so wishes, claim an allowance of AUD\$210 for each 24 hour period or part thereof which is spent on duty or standby at base, or arrange to take time off in lieu of payment.

For the purpose of clauses 12.4.2 and 12.4.3 "annual leave and "time free of duty" do not include travelling time or attendance at the following courses:

- i) SAS Flight Simulator Training Courses in Stockholm
- ii) Annual training and re-qualification weekend of two (2) days duration
- iii) Any other approved training course/s of up to five (5) days duration non-cumulative per annum.

12.4.4 Application forms for this allowance shall be available from the General Manager.

12.5 Proportionate Leave on Termination

On termination of employment, an Employer shall 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

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 (as defined).

This clause shall not apply should legislation be enacted to delete leave loading entitlements.

12.7 Period of Annual Leave

Annual leave shall be taken in no more than 2 periods unless otherwise mutually agreed between the Employer and Employee.

12.8 Accrued Leave

12.8.1 Leave may be granted and shall normally be taken within eighteen (18) months from the date of commencement of the previous period of leave. This shall in no way be interpreted to deprive an Employee of accrued leave entitlements.

12.8.2 Except in exceptional and extenuating circumstances an Employee will be required to take any leave in excess of nine (9) weeks at the discretion of the Company.

12.9 Leave Roster

12.9.1 On 1 March each year or on another mutually agreed date the Employer will give notice in writing to all pilots and crew persons of its intention to compile a leave roster on an agreed basis commencing on 1 July of that year or other date by mutual agreement and advise all pilots and crewpersons to make leave requests in writing before the 30 April that year to cover such leave roster.

12.9.2 The Employer will consider such requests and will promulgate such leave roster by the 1 June each year. Pilots and crewpersons will be allowed the following 30 days after the 1 June to apply for a variance of the designated leave period. Otherwise, the leave roster, once promulgated will not be altered except by mutual consent. A copy of the leave roster will be placed on the Operations notice board at each base.

12.10 Outside Employment

12.10.1 Employees may undertake outside employment provided that they comply with clauses 12.10.2, 12.10.3 and 12.10.4 as outlined below:

12.10.2 If the Employee is engaged in outside employment the Employee must ensure at all times that the Company's interests are not prejudiced by breaching Duty Time requirements.

12.10.3

a. Each Pilot shall be required to keep a progressive record of his duty and flight times, using duty and flight time record forms which shall be provided by the Employer in respect of both Company and outside employment.

b. The Pilot's record shall be signed at the end of each calendar month by the Pilot and the Employer and shall be maintained or made available by the employer at the Pilot's base for a period of seven (7) years or the duration of this Agreement, whichever is the greater period.

12.10.4 The onus is on the Employee to ensure compliance with the Clauses 12.10.2 and 12.10.3 herein, as breach of Duty Time requirements is a serious matter.

13. Bereavement/Compassionate Leave & Carer's Leave

13.1 Bereavement/Compassionate Leave

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

13.2 Carer's Leave

An Employee shall be entitled to up to 3 days carer's leave per annum without loss of pay and on the satisfactory production of evidence establishing the illness of the person concerned and that the illness is such as to require care by another. The Employee shall be eligible to apply for such leave due to circumstances involving any of the parties listed in 13.1 above.

13.3 The leave described in paragraphs 13.1 and 13.2 above is not accumulative for each year of service.

14. Jury Leave

- 14.1 An Employee who is required to attend for jury service during their normal working 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.
- 14.2 An Employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service.
- 14.3 An Employee shall 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 1995*.

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 shall be entitled to be absent from work on sick leave.
- 16.2 Paid sick leave entitlements are as follows:

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

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.

- 16.3 Additional Entitlements

16.3.1 An Employee with not less than 12 months service with the Company, upon the exhaustion of accumulated full pay sick leave credits may be granted, in each year of service, an additional period of not more than 90 days non cumulative sick leave on half pay.

16.3.2 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 not cumulative.

16.3.3 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 Regulations relating to fitness to fly, as laid down by the Civil Aviation Safety Authority.

16.3.4 In the case of Crewpersons, a standard of fitness as laid down in Company policy must be displayed by the Employee in regular fitness assessments.

16.3.5 Any application for leave of absence on the grounds of illness except for Clause 16.3.2 herein must be accompanied with a medical certificate if in excess of one day, otherwise such leave shall be leave without pay.

17. Employees Duties

- 17.1 Due to the nature of the CASA approved Fatigue Management System (FMS) and/or the dispensation or concession or permission or exemption to CAO 48 under which the Company operates where a Pilot or Crewperson is on Standby at Base until a flight duty cycle is encountered, Pilots and Crewpersons are only required to perform the duties and exercise the powers appointed to the Pilot or Crewperson position as nominated in the Company's Standard Operations Manual.
- 17.2 Employees are encouraged to perform all other duties that are reasonably requested from time to time by the Employer.
- 17.3 Employees are encouraged to attend after hours callouts, emergencies, meetings, lectures, demonstrations and training exercises as may reasonably be requested by the Employer from time to time.
- 17.4 Employees whilst on "time free of duty" are required to attend:-
- i) SAS Flight Simulator Training Courses in Stockholm, and
 - ii) Annual training and re-qualification weekend of two (2) days duration, and
 - iii) Any other approved training course/s of up to five (5) days duration non-cumulative per annum.

18. Lines of Communication/Authority

- 18.1 The "lines of communication/authority set out in the Organisation Chart (Refer Annexure A).
- 18.2 The Chain of command will be observed in all matters regarding Company Policy.

19. Roster Times

- 19.1 The stand-by roster will be constructed to ensure the Hunter and New England - North West Helicopters are manned to the following minimums:
- (i) Newcastle Based Primary (normally twin engine) Helicopter:

24 hours per day each day of the year by one pilot and two crewpersons on stand-by at the base and one pilot and two crewpersons on stand-by away from the base.
 - (ii) Newcastle Based Secondary (normally single engine) Helicopter:

Between 8.00am and 6.00pm every day of the year by one pilot and one crewperson on stand-by at the base.
 - (iii) Tamworth Based Helicopter:

Between 8.00am and 6.00pm everyday of the year by one pilot and one crewperson on standby at the base and outside these hours on standby away from base everyday of the year by one pilot and one crewperson.
- 19.2 Pilots and crewpersons will operate within their requirements of the CASA Approved Company Fatigue Management System (FMS) and/or the dispensation or concession or permission or exemption to CAO 48. Crewpersons shall operate within the requirement of the FMS as far as practical.
- 19.3.1 Pilots and Crewpersons assigned to the Newcastle Based Twin Engine Helicopter shall be rostered on an average of two consecutive twenty four (24) periods on stand-by at the base followed by two consecutive twenty four (24) hour periods of time free of duty, followed by two consecutive twenty four (24) hour periods of stand-by away from the base.

19.3.2 Pilots and Crewpersons assigned to the Newcastle Based Single Engine Helicopter shall be rostered five consecutive periods of stand-by at the base between the hours of 8.00 am and 6.00 pm followed by two consecutive twenty four (24) hour periods of time free of duty.

19.3.3 Pilots and Crewpersons assigned to the Tamworth Helicopter shall be rostered on a maximum of five consecutive twenty four (24) hour periods made up of the hours between 8.00am and 6.00pm spent on stand-by at the base and other hours spent on stand-by away from the base, followed by an equal number of twenty four (24) hour periods of time free of duty.

19.4 Crewpersons may be assigned to the Newcastle Based Single Engine Helicopter for a maximum of 9 weeks in any calendar year.

19.5 Crewpersons normally based in Newcastle may be assigned to the Tamworth Based Helicopter roster for a maximum of 21 days in any calendar year to ensure that service is manned during times of annual or other approved leave.

19.6 Pilots and Crewpersons may exercise roster flexibility, subject to the requirements of Clause 19.1 and with the mutual consent of the Employer and the Pilots and Crewpersons affected. Nothing in this agreement shall preclude the alteration of the above roster guidelines providing the average stand-by hours indicated are not exceeded.

19.7 Pilots and Crewpersons whilst on stand-by at the base shall be under direct control and supervision of the Employer in accordance with Clause 17. If directed not to do so Pilots and Crewpersons shall not undertake any work not directly associated with the Employer whilst on stand-by at the base.

20. Expenses

20.1 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 this Enterprise Agreement.

20.2 The Company may reimburse "reasonable" expenses for entertainment/refreshments at events benefiting the Company at the discretion of the General Manager.

20.3 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 tax invoices and receipts as appropriate, at the end of each month for reimbursement if approved.

20.4 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.

21. Uniforms

21.1 Employees shall wear uniforms supplied at reasonable intervals by and as reasonably required by the Employer.

21.2 Replacement of uniform items will be on production of damaged items which have been the subject of normal wear and tear.

22. Employees Liability for Accidents and Damage (Other Than Motor Vehicle)

22.1 An Employee shall not be required to pay for damage to or loss of aircraft or Company equipment used in the Service, nor shall any loss of other claim be made by the Employer upon such Employee's estate.

22.2 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.

- 22.3 The Employer shall be solely responsible for all claims as a result of operations by or travel in their aircraft.

23. Motor Vehicles

Employees issued with a Company vehicle are expected to keep the vehicle clean and tidy at all times. 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 on any claim which has to be made under the Company's insurance policy. No Employee of the Company shall drive the Company's vehicles whilst they are in excess of the prescribed limits of drugs or alcohol as determined by the traffic regulations in NSW.

Employees should refer to the Company's "Use of Service Motor Vehicles" and "Entitlement to Service Vehicles" Policies for more comprehensive policy details.

24. Media Comment and Statements

- 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 Contracts or other controversial matters as determined by Company policy must be cleared by the General Manager.

25. Dispute Procedures

- 25.1 The procedural steps for the resolution of an industrial disputation are:
- 25.2 Procedure relating to a grievance of an individual Employee:
- 25.2.1 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.
- 25.2.2 A grievance must initially be dealt with as close to the source as possible with graduated steps for further discussions and resolution at higher levels of authority.
- 25.2.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 25.2.4 At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 25.2.5 While a procedure is being followed, normal work must continue.
- 25.2.6 The Employee may be represented by an industrial organisation of Employees.
- 25.3 Procedure for a dispute between an Employer and Employees:
- 25.3.1 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.
- 25.3.2 Reasonable time levels must be allowed for discussions at each level of authority.
- 25.3.3 Whilst a procedure is being followed, normal work must continue.

25.3.4 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.

25.4 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. Confidentiality

26.1 Employees shall not, except to the extent required by law or 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 Employees shall also use their best endeavours to prevent the publication or disclosure of any such information.

26.3 Disregard for clauses 26.1 and 26.2 renders an Employee liable for dismissal.

26.4 The Company encourages Employees to keep the details of this Agreement confidential.

27. Accommodation

27.1 The Company shall provide adequate accommodation and facilities for those Employees rostered for Stand-by at Base duty.

28. Date of Registration

28.1 This Enterprise Agreement shall take effect from the first pay period following registration of this Agreement and shall remain in force for a period of three years from the date of registration.

29. Signatories

AGREEMENT TO ABIDE BY THE HUNTER REGION RESCUE HELICOPTER ENTERPRISE AGREEMENT NO.2

Subject to ratification by the Industrial Relations Commission of New South Wales, the undersigned parties agree to abide by the above mentioned agreement effective from the first full pay period commencing on or after registration.

Signed on behalf of Hunter Region SLSA Helicopter Rescue Service Limited (ACN 002 862 026)

Signed _____ Position _____

Witnessed by _____ Date _____

Signed by the Pilots and Crewpersons employed by the Hunter Region SLSA Helicopter Rescue Service Limited.

1. Signed _____ Classification _____

Name _____ Date _____

2. Signed _____ Classification _____

Name _____ Date _____

3. Signed _____
Name _____

Classification _____
Date _____

4. Signed _____
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14. Signed _____
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Classification _____
Date _____

15. Signed _____	Classification _____
Name _____	Date _____
16. Signed _____	Classification _____
Name _____	Date _____
17. Signed _____	Classification _____
Name _____	Date _____
18. Signed _____	Classification _____
Name _____	Date _____

SCHEDULE A

EMPLOYEE

ADDRESS

Peter Cook	102 Warners Bay Road, Warners Bay, 2282
Ian Osborne	6 Kiah Place, Merewether Heights, 2291
Mike de Winton	7 Neika Close, Seaham, 2324
Graeme Anderson	9 Norton Avenue, Killarney Vale, 2261
Mark Goolmeer	66 Kenrick Street, The Junction, 2291
Roger Priest	59 Harborne Avenue, Rathmines, 2283
Graham Nickisson	12 Callicoma Place, Redhead, 2290
Peter Cummings	7 Paris Crescent, Valentine, 2280
Peter Praniess	24 Panorama Parade, Warners Bay, 2282
Peter Martine	45 Fourth Street, Adamstown, 2289
Danny Morris	10 Sophia Court, Cardiff South, 2285
Steve Johnston	15 Valiant Avenue, Valentine, 2280
Glen Ramplin	53 Union Street, Cooks Hill, 2300
Warren Phillips	58 Auklet Road, Mount Hutton, 2290
Ian McFadden	164 North Street Tamworth, 2340
David Davies	C/- BAE Systems, New Winton Rd, Tamworth, 2340
Jamie Yeo	10 Mahony Avenue, Tamworth, 2340
Luke Pagano	15 High Street, Tamworth, 2340