

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/298

TITLE: Southern Region Life Saver Rescue Helicopter Enterprise Agreement 1999

L.R.C. NO: 99/4186

DATE APPROVED/COMMENCEMENT: Approved 2 November 1999 and commenced 31 July 1998

TERM: 31 December 1999

**NEW AGREEMENT OR
VARIATION:-** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 22



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees in the occupations of Helicopter Pilots, Crewpersons and Engineers who are employed by Sydney SLSA Helicopter Rescue Service Pty Limited

PARTIES: Southern Region SLSA Helicopter Rescue Service Pty Ltd -&- Clayton Allison, Glen Babicci, Stewart Bailey, John Broom, Martin Burton, Trevor Cracknell, Roger Graham, Phil Head, Jon Klopper, Peter Mangles, Peter McKenzie, Paul Newland, Paul Houston O'Mara, Duncan Packington, Ray Pearson, Paul Reilly, Peter Row, Matt Scott, Douglas Smith, Bob Steele, Brett Tappin, Wayne Vardanega, Jason Walburn, Tony Waller

ENTERPRISE AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

between

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

and

THE COMPANY'S HELICOPTER PILOTS/AIR CREW

AND AVIATION ENGINEERS

(Filed with the Industrial Registrar on)

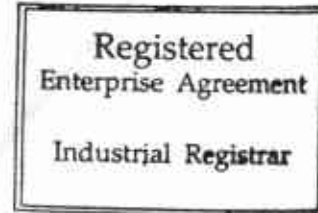
An Enterprise Agreement made on this day of 1999 in pursuance of the provisions of the New South Wales Industrial Relations Act 1996 and Southern Region SLSA Helicopter Rescue Service Pty Limited, 128 The Grand Parade, Brighton Le Sands NSW 2216 (registered office) and all full-time and casual Employees directly engaged in piloting, crewing and maintaining the Helicopters located at the company's Helibases.

1. TITLE OF AGREEMENT

This Agreement shall be known as the SOUTHERN REGION LIFE SAVER RESCUE HELICOPTER ENTERPRISE AGREEMENT 1999

2. ARRANGEMENT

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



3. INCIDENCE AND PARTIES BOUND

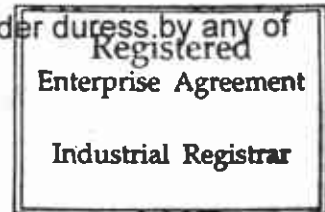
- 3.1 This Enterprise Agreement is made pursuant to Chapter 2, Part 2 of the New South Wales Industrial Relations Act 1996, entered into on the _____ day of _____ 1999 between Southern Region SLSA Helicopter Rescue Service Pty Ltd and full-time-Employees engaged in piloting, crewing and maintaining the Helicopters and their related routine office, clerical, maintenance and other duties at the Company's Helibases.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall take effect from the first full pay period on or after 1st July 1998 and shall remain in force until the 31st December 1999.
- 4.2 If there is any conflict between clauses, the clause which is the least restrictive for the employer will be the clause that both parties acknowledge.

5. DURESS

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



6. PURPOSE OF THE AGREEMENT

- 6.1 The purpose of this Enterprise Agreement is to regulate the conditions of employment as they relate to the Helicopter Pilots, Crewpersons and Engineers who are employed ~~on a full-time basis by~~ Sydney SLSA Helicopter Rescue Service Pty Limited.

7. DEFINITIONS

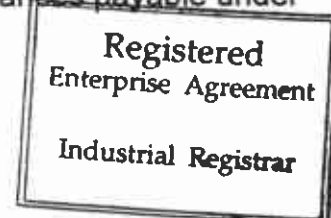
- 7.1 "Employer" means Southern Region SLSA Helicopter Rescue Service Pty Ltd, or a Representative or Agent acting on its behalf.
- 7.2 "Employee" means a full-time Pilot, Co-Pilot, Crewperson or Licensed Aircraft Maintenance Engineer and Permanent Casual Crewperson in the Employer's employ.
- 7.3 "Duty Time" means that time which is defined in CAO 48.0 or its associated exemption under which the Employer is operating. This relates to Pilots and Co-Pilots only.
- 7.4 "Work Time" means that time which the Pilot, Co-Pilot, Crewperson or Engineer is required to be at the base or any other location nominated by the Employer where he can crew or maintain the aircraft or carry out any other duties reasonably requested by the Employer.
- 7.5 "Time Free of Work" means that time where the Pilot, Co-Pilot or Crewperson is relieved of all duties and responsibilities and is not required to be contactable by the Employer except for attendance at monthly staff meetings held at the base.
- 7.6 "Leave" means when the Employee is on annual, long service, sick, jury, bereavement, maternity/paternity, adoption, personal carers, family and community service leave.

- 7.7 "Chief Pilot" means the Pilot appointed by the Employer and who is approved by the Department of Aviation to perform the duties and responsibilities of the Chief Pilot.
- 7.8 "Senior Pilot" means the Pilot appointed by the Employer who assumes the responsibility of the Chief Pilot in the extended absence of the Chief Pilot.
- 7.9 "Captain" means the Pilot appointed by the Employer to perform the duties and responsibilities of the role.
- 7.10 "Co-Pilot" means the person appointed by the Employer to perform the duties and responsibilities of the role.
- 7.11 "Crew Chief" means the Crewperson appointed by the Employer to perform the duties and responsibilities of the Crew Chief.
- 7.12 "Senior Crewperson" means the person appointed by the Employer who assumes the responsibility of the Crew Chief in the extended absence of the Crew Chief.
- 7.13 "Crewperson" means an Employee who fulfils the role of aircraft crewing and associated duties and primarily performs, but is not limited to, the roster requirements of CAO 48 and relevant dispensations pertaining to the Employer.
- 7.14 "Permanent Casual Crewperson" means a Crewperson who appears on the crew roster as a permanent casual.
- 7.15 "Engineer" means a licensed aircraft maintenance engineer appointed by the Employer to perform the duties and responsibilities as defined.
- 7.16 "Prescribed Salary" shall be the taxable cash component of gross salary, ie gross salary less the non-taxable wage sacrifice component as per clause 10.1.
- 7.17 "Gross Salary" means the gross of salary and allowances payable under Clause 9 of this agreement.

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 during that probationary period.



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) month's notice to be given by either party, or the payment in lieu thereof to terminate an Employee's employment.~~

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

8.3 Licensing and Fitness

8.3.1 Pilots shall at all times personally ensure currency and maintenance of the appropriate licences, permits and endorsements under all relevant legislation and regulations to enable the proper discharge of all obligations to the Employer.

8.3.2 Crewpersons and Permanent Casual Crewpersons will maintain a standard of fitness as laid down in Company Standard Operating Procedures Manual.

8.3.3 The reasonable expenses involved in any medical examinations required to comply with Clause 8.3.1 shall be reimbursed to the Employee by the Employer.

Enterprise Agreement

Industrial Registrar

8.4 Observance of Statutory Regulations

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 Helicopter Operations Manual, Maintenance Control Manual and Standard Operating Procedures Manual.

8.5 Summary Dismissal for Misconduct

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

8.6 Termination of Employment

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

8.6.1 Suspension or loss of the Employee's licence which renders the Employee unable to fulfil normal duties.

8.6.2 The Employee's failure to meet the medical standards being a 'Class One (1)' aviation medical for Pilots and Co-Pilots and after due consideration to sick leave entitlements as provided for in Clause 16 of this agreement.

8.6.3 The Employee is unable, due to illness or any other reason, to perform normal duties for a period in excess of the Employee's accumulated and current sick, annual and long service leave entitlements.

8.6.4 In the case of Crewpersons, including Permanent Casual Crewpersons, failure of a Crewperson to meet and maintain a standard of fitness as laid down in company manuals.

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 in the presence of a witness and "warned" verbally that their level of performance or attitude is being reviewed. ~~The Employee, and he~~ shall be advised in writing of the review period.

8.7.2 If, after the "reasonable review period" there is no variation/improvement in performance a written warning will be issued. 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 service shall be terminated by giving one (1) month's pay. may be terminated in accordance with sub clause 8.2~~

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Industrial Registrar

8.8 Disciplinary Leave

8.8.1 In lieu of dismissal for an action other than wilful misconduct, the Employer may direct the Employee concerned to take a period of disciplinary leave. Such leave shall be without pay and shall be for a period of not less than one (1) working day and not more than twenty (20) working days.

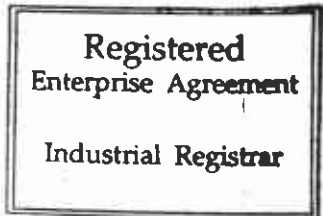
8.8.2 Should the Employee transgress again on disciplinary matters the procedure as detailed in 8.7.2 and 8.7.3 on termination shall be invoked.

9. SALARY

9.1 The Pilots, Co-Pilots and Crewpersons' salaries shall be as follows:-

Years of Service	Captains	Co-Pilots / Crewpersons
1	44,342	34,711
2	45,423	35,556
3	46,505	36,400
4	47,586	37,255
5	48,668	38,100
6	49,749	38,939
7	50,831	39,789

8	51,912	40,639
9	52,994	41,483
10	54,075	42,333
11	55,157	43,178
12	56,238	44,022
13	57,320	44,867
14	58,401	45,717
15	59,483	46,566



The annual increments as noted to the next year of service level shall occur on the 1st January in each year.

- 9.1.2 A Permanent Casual Crewperson shall be paid at a rate of \$246.00 per day or night shift.
- 9.1.3 Salaries as noted in Clause 9.1.1 and the rate as noted in Clause 9.1.2 shall be increased by 2% effective from 1st July, 1999.
- 9.1.4 The Operations Manager, Chief Pilot, and Engineers' salaries shall be set under contract between the parties, but they shall be bound to all other provisions of this agreement.

9.2 Additions to Salary

Pilot's Special Duties Allowance	\$4,434.00 per annum
Co-Pilot's Special Duties Allowance	\$3,104.00 per annum
Captain's Allowance	\$2,946.00 per annum
Command Instrument Flying Rating Allowance	\$3,572.00 per annum
Co-Pilot Instrument Flying Rating Allowance	\$2,323.00 per annum
Senior Pilot Allowance (when acting as defined)	\$3,568.00 per annum
Crew Chief Allowance (when acting as defined)	\$2,575.00 per annum
Senior Crewperson Allowance (when acting as defined)	\$2,575.00 per annum
Hoist Operator Crewperson	\$2,534.00 per annum

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

The additions to salary as noted in sub clause 9.2 above figures will be increased by 2% effective from 1st July, 1999.

10. BENEFITS

The Employer will provide to the Employee 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.

10.1.2 Categories

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

- a) Mortgage or rent
- b) Motor vehicle expenses
- c) Superannuation (other than those contributions for which the Employer is responsible under the Superannuation Guarantee Levy legislation)
- d) Educational expenses
- e) Private Health Insurance
- f) Vocational expenses

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Enterprise Agreement
Industrial Registrar

10.2 Insurance

10.2.1- Employees listed under Category 1 of the policy will be covered by a twenty four (24) hour Personal Accident Insurance Policy (including Death and Disability cover) to the value of \$500,000, except when engaged in outside employment which has not been authorised by the Employer. Employees listed under Category 2 and 3 of the policy will be covered by a Personal Accident Insurance Policy (including Death and Disability cover) to the value of \$250,000, but only whilst engaged on business authorised by and under the control of the Employer.

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

10.2.3 Loss of Licence Insurance

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

10.3 Leave Entitlements and Termination

10.3.1 All leave entitlements taken during employment (including sick, annual, special 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 to increase in income tax and increase in Medicare levy are the sole and exclusive responsibility of the Employee. Consequently, if as a result of changes to these two (2) taxation responsibilities the tax liability arising from the employment of the Employee is increased, the Employer may restructure the Employee's package so that the Employee bears the cost of that increased liability.

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

10.5 Superannuation

The Employer 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 "Prescribed 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 Employer's expense may be required to sign a separate agreement to the effect that the Employee will remain with the Company for a period commensurate with the cost of that course. The period shall be specified in such separate agreement.

11.2 Employees are required to train on rostered days off from time to time to fulfil their currency, recency or renewal requirements. Training days are incorporated into the salary clause 9.1.

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Enterprise Agreement
Industrial Registrar

12. ANNUAL LEAVE

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

Each Employee shall accrue forty two (42) days annual leave (inclusive of Saturdays, Sundays and public holidays) for each completed year of service. The roster will be such that leave periods will be taken in blocks of eight days. Where an Employee ~~terminates~~ *resigns* with less than a complete year of service, such an Employee shall be paid pro-rata for service less than a completed year.

12.2 Leave Entitlement (Engineers)

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

12.3 Calculation of Service

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

12.4 No Recall from Leave or Time Free of Duty

12.4.1 The Employer shall not be entitled to recall an Employee from annual leave except by mutual agreement.

12.4.2 If a Pilot, Co-Pilot or Crewperson agrees to a recall from annual leave or time free of work he or she may claim an allowance of \$352.00 for Captains, and \$246.00 for Co-pilots and Crewpersons for either a day or night shift or part thereof. *If the employee has been recalled from annual leave the employee will receive another days annual leave.*

12.4.3 If a Pilot, Co-Pilot, Crewperson or Permanent Casual Crewperson is called in early for a rostered shift or is asked to extend a rostered shift to cover for exceeded duty time or tiredness of the duty crew, a half pay rate will apply for less than five hours *attendance on base*. *A full pay rate will apply after five or more hours attendance on base*. The amount specified in this clause shall be increased by 2% from the first of July 1999.

12.4.4 This clause does not apply to attendance at staff meetings whilst on time free of work. (Clause 7.5 refers).

12.4.5 Application forms for this allowance shall be made freely available by the Employer to the Employees.

12.5 Proportionate Leave on Termination

On termination of employment, an Employee 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 in accordance with the Annual Holidays Act 1944 (NSW).

12.6 Leave Loading

12.6.1 Pilots, Co-Pilots and Crewpersons:

An Employee proceeding on annual leave shall be paid in respect of the first four (4) weeks of such leave falling due each year an annual leave loading equivalent to 17.5% of the prescribed salary (as defined) provided that the Employee has completed one (1) year's service with the Employer.

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

12.6.2 Engineers:

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

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 three (3) 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 fifteen (15) 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.

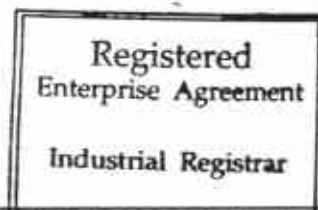
12.8.2 Except in exceptional and extenuating circumstances an Employee will be required to take any leave in excess of:

for Pilots, Co-Pilots and Crewpersons - nine (9) weeks, or
for Engineers - six (6) weeks

at the discretion of the Company.

12.9 Outside Employment

That as a term of their employment none of the Pilots, Co-Pilots, Crewpersons or Engineers will be permitted to work for other helicopter



operators or be involved in or provide information to helicopter operators without the company's prior written permission. To do so will entitle the company to dismiss the offending employee.

The company will maintain a list of helicopter operators or providers of rescue helicopter services it reasonably regards as competitors or operators within the industry. The company will not grant permission for any of its Pilots, Co-Pilots, Crewpersons or Engineers to work for any of the listed companies. The current list comprises the following:

CareFlight,
Q.E.S.

ChildFlight,
Immediate Assistants

SouthCare
Rotor Lift Pty Ltd

The company reserves the right to amend this list from time to time and will notify the employees within seven (7) days.

12.9.1 Employees may undertake outside employment provided that they comply with Clauses 11.2 and 12.9.2.

12.9.2 When contemplating outside employment the Employee must ensure at all times that they do not place the Company in jeopardy by breaching Duty Time requirements and must notify the Employer of the nature and duration of the employment.



13. BEREAVEMENT LEAVE

13.1 An Employee shall be entitled up to three (3) days leave including travel time without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the Employee's spouse, including de facto wife or husband with whom the Employee is living, or a parent, including foster/step parents, brother, sister, child including foster/step child or parent in-law. Leave with pay for Bereavement Leave shall be limited to two (2) periods of such leave per annum.

14. JURY LEAVE

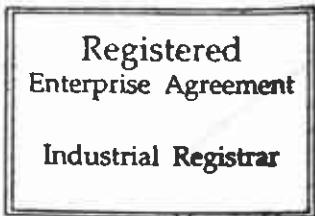
14.1 An Employee who is required to attend for jury service during their normal work time shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of salary they that would have been received had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

14.2 An Employee shall notify the Employer as soon as possible of the date upon which the Employee is 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 1955.



16. SICK LEAVE

16.1 If the Employee is at any time prevented by illness or accident from performing normal duties and furnishes evidence satisfactory to the Company, such Employee shall be entitled to be absent from work on sick leave.

16.2 Paid sick leave entitlements are as follows:

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

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

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

16.4.1 An Employee is also entitled to an additional ninety (90) days sick leave on half pay in each year of service.

16.4.2 This leave is non-cumulative and Employees are only entitled to this upon exhaustion of all cumulative sick leave.

16.4.3 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.

16.4.4 An Employee granted sick leave for an illness or injury for which the Employee has received treatment or attended a medical practitioner, shall remain on sick leave until such time as the Employee is deemed to be medically fit in accordance with the relevant Civil Aviation Safety Authority Orders relating to fitness to fly, as laid down by the Civil Aviation Safety Authority.

16.5 In the case of Crewmen, a standard of fitness as laid down by company policy must be displayed by the Employee in regular physical fitness assessments.

- 16.6 Any application for leave of absence on the grounds of illness except for Clause 16.4.3 herein, must be accompanied with a medical certificate if in excess of one day, otherwise such leave shall be leave without pay.

17. PERSONAL/CARER'S, FAMILY AND COMMUNITY SERVICE LEAVE

An employee will be granted Personal/Carer's, Family and Community Service leave on such terms and conditions described in ~~State Government Department Policy~~. *The Family Leave Test Case Decision of the Industrial Relations Commission of New South Wales.*

18. MATERNITY, PATERNITY AND ADOPTION LEAVE

An employee will be granted Maternity, Paternity and/or Adoption Leave on such terms and conditions described in ~~State Government Department Policy~~ *the Industrial Relations Act 1996 (NSW).*

19. EMPLOYEES DUTIES

- 19.1 Job specifications to be provided by management prior to signing of the Enterprise Agreement.
- 19.2 The Employee shall be required to sign the job specification.
- 19.3 An Employee is also required to perform other duties that are reasonably assigned from time to time by the Employer.
- 19.4 Employees whilst on time free of work are expected to attend all emergency calls and training exercises and are encouraged to attend after hours callouts, meetings, lectures, demonstrations as may reasonably be requested by the Employer from time to time.
- 19.5 Employees whilst on time free of work should attend monthly staff meetings.

20. LINES OF COMMUNICATION/AUTHORITY

- 20.1 The lines of communication/authority are clearly set out in the organisation's Operations Manual (refer Annexure 'A').
- 20.2 The chain of command will be observed in all matters regarding company policy.



21. DUTY ROSTERS

21.1 Pilots, Co-Pilots and Crewpersons only

21.1.1 The Duty Roster will be structured to ensure the Southern Region Helicopter services are manned in accordance with the roster schedules.

21.1.2 Pilots and Co-Pilots will operate within the parameters of CAO 48.0 (or such other exemptions as approved by the Civil Aviation Safety Authority from time to time).

21.1.3 It is agreed in principle that a four by four roster will be maintained throughout the year, ie two (2) days (10 hours each) on, followed by two (2) nights (14 hours each) on, followed by four (4) days off. However, when emergency situations arise the company may utilise and adopt where necessary the full use of CAO48 or associated dispensation. If the crew member exceeds his normal duty time, then all efforts will be made on their return to have the appropriate amount of additional days worked off in compensation. If this is not possible, then payment for the additional shifts shall be made as per Clause 12.4.2.

21.2 Payments for Additional Shifts

If an employee covers extra shifts, eg covering for sick leave or staff shortage, then a day rate will be paid as per clause 12.4.2.

21.3 Emergency Situations

All crew must make themselves available for irregular roster cover during periods of emergency situations and until such time as the roster is able to resume a normal sequence.

21.4 Engineers only

21.4.1 The Employee will be available as follows:-

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

21.4.2 The Engineers' salaries will be reviewed annually.

21.5 The Employer recognises the additional work that the employees do for the company whilst on time free of work. This work includes the attendance at staff meetings, training days, simulator training, renewals and late shift finishes. For this reason, when the helicopter is off-line for whatever reason the duty crew will not be required to attend the base for their rostered shifts but be contactable should the situation change. The Employer will not modify the roster to take advantage of the Employees to cover extra shifts knowing that the helicopter will be going off-line or has been off-line.

22. EXPENSES

22.1 The Employer will reimburse the Employee any out-of-pocket expenses as authorised by the Employer, incurred in fulfilling the normal day to day duties under this Enterprise Agreement.

22.2 The Employer may re-imburse "reasonable" expenses for entertainment/refreshments at events benefiting the Employer at the discretion of the General Manager.

22.3 Such items must be listed by the Employee on the appropriate company claim form and forwarded to the Employer's General Manager or as otherwise directed by the Employer, together with receipts as appropriate, at the end of each month for reimbursement if approved.

22.4 Fuel Allowance

Where an employee works at other than their home base, a company vehicle will be used whenever possible. When this option is not available, the company will pay 50 cents per kilometre to a limit of \$30.00. ~~The other option available to the employee is to claim the 50 cents per kilometre as a tax deduction at the end of the financial year.~~

22.5 Where an employee is required to work away from a designated Southern Region Life Saver Helicopter Base, the company will provide all meals and accommodation.

23. UNIFORMS

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

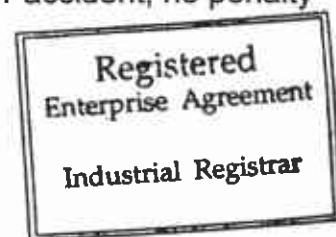
23.2 Replacement of uniform items will be on production of damaged items which have been the subject of normal wear and tear.

Registered
Enterprise Agreement
Industrial Registrar

24. EMPLOYEES LIABILITY FOR ACCIDENTS AND DAMAGE

(Other than motor vehicles)

- 24.1 An Employee shall not be required to pay for damage or loss of aircraft or equipment of the Employer used in the Service, nor shall any loss or other claim be made by the Employer upon such Employee's estate.
- 24.2 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.
- 24.3 The Employer shall be solely responsible for all claims as a result of operations by or travel in their aircraft.
- 24.4 If a 'crew complement' is stood down after an incident or accident, no penalty in respect of salary or leave will occur.



25. MOTOR VEHICLES

25.1 Entitlement to a Company Vehicle

Entitlement to a company vehicle is a salary related decision with appropriate policy approvals. The class of the vehicle will be confirmed by the Employer's General Manager in conjunction with the Chairman of the Board of Directors.

25.2 Replacement Interval

Vehicles will normally be replaced at two (2) years or 40,000 kms, whichever occurs first. It is a requirement of sales tax legislation that vehicles cannot be replaced before the above replacement intervals.

25.3 Make of Vehicle

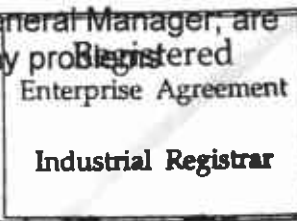
As a general guide, choice of vehicles will be restricted to makes and models available under the NSW Supply Vehicles Contract No. 653.

25.4 Care

Employees utilising company vehicles are responsible for keeping their allocated vehicles clean and tidy at all times. Random routine inspections will be made of vehicles to ensure that they are appropriately maintained so as to ensure that their value is retained for the benefit of the Employer.

25.5 Maintenance and Repairs

Such Employees, in consultation with the Employer's General Manager, are responsible for the regular maintenance and repair of any problems associated with their respective vehicles.



25.6 Fuel Cards

Fuel cards are issued with company vehicles and must only be used for the purchase of fuel when the driver is carrying out official company business. It should be noted that fuel for substantial private travel should be paid for by the Employee.

25.7 Other Vehicle Use

Vehicles are available to certain Employees to use on business related activities. Any requests for usage should be made through the Employer's General Manager. The driver will be responsible for completing the log book kept in the car and returning the keys. The driver will be responsible for maintaining the vehicle in a clean and tidy condition.

If an Employee needs to use their own private vehicle for business reasons, they shall be entitled to claim an amount for usage at the agreed rate per kilometre.

25.8 Insurance

The Employer carries comprehensive motor vehicle insurance on all its vehicles. Details of this cover are available on request. In the event of any accident/incident involving injury or damage to one or more vehicles, the driver of the company vehicle must NOT admit liability. The exchange of details concerning vehicle ownership, registration, drivers licence and insurance is permitted.

Personal belongings in company cars are insured by the Employer up to \$2,000. It is obviously preferred that valuables not be kept in vehicles at any time.

25.9 Traffic Violations and Fines

It is the responsibility of all drivers of company vehicles to abide by the law. The Employer will not be held responsible for speeding, parking or other such fines incurred by drivers on official or private business.

25.10 Accidents

If a driver has an accident they may be expected to pay the excess on any claim under the Employer's insurance policy, depending upon the circumstances of the accident. Refer to Clause 25.8 as to what you should do in the case of an accident.

25.11 Alcohol/Drugs and Driving

Under no circumstances will the Employer condone persons driving company motor vehicles with more than the prescribed concentration of alcohol in their blood or under the influence of drugs. In such circumstances the driver will not be entitled to the benefit of the Employer's insurance policies and shall be totally responsible for any fines, damages, proceedings etc. which may arise as a result of that situation. The right of the driver to use or have a company car will also be reviewed.

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Enterprise Agreement

Industrial Registrar

25.12 Licences

Drivers Licences may be checked periodically to ensure that all drivers of company vehicles are appropriately licensed. Further, drivers may be questioned about their driving history before being given access to company vehicles.

25.13 Annual Leave

Employees who have a company vehicle supplied as part of their salary package may, on application, be entitled to the use of the company vehicle while on annual leave. Written approval from the General Manager to take the vehicle out of the State of registration must be granted before moving to another State or Territory.

25.14 General

2514.1 It is the driver's responsibility to ensure that the vehicle is kept in a roadworthy and safe condition.

25.14.2 The driver must keep the vehicle clean and tidy.

25.14.3 Vehicles that require repair, other than due to "fair wear and tear", must be reported to the Employer's General Manager.

25.14.4 The vehicle is a company vehicle and as such must be made available to an Employee engaged in company business during normal working hours.

25.14.5 The vehicle must not be driven by a person under the age of 25 unless:-

- a) The vehicle's normal driver is under *the age of 25*, or
- b) The person is a company Employee engaged on company business, or
- c) The normal driver of the vehicle is incapacitated and is unable to drive or the normal driver is, in these circumstances, expected to be a passenger in the vehicle.

25.14.6 The spouse or defacto spouse who resides with the driver is permitted to drive the vehicle for family or personal use.

25.14.7 Any fines for traffic infringements (eg. parking or speeding fines) are the responsibility of the nominated driver of the vehicle unless they can reliably establish the identity of the driver who was in control of the vehicle at the time of the infringement.

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Enterprise Agreement

Industrial Registrar

26. MEDIA COMMENT AND STATEMENTS

- 26.1 It is acknowledged the Employee will at times come in contact with the media.
- 26.2 The Employee is authorised to speak in general terms on missions in which the Company has been involved.
- 26.3 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 Employer's General Manager.

27. DISPUTE PROCEDURES

- 27.1 The procedure for the resolution of industrial disputation will be in accordance with Section 14 of the NSW Industrial Relations Act 1996. The procedural steps are:
- 27.2 **Procedure relating to a grievance of an individual Employee**
- 27.2.1 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.
- 27.2.2 A grievance must initially be dealt with as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authority.
- 27.2.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 27.2.4 At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not be resolved, including reasons for not implementing any proposed remedy.
- 27.2.5 While a procedure is being followed, normal work must continue.
- 27.2.6 The Employee may be represented by an industrial organisation of Employees.
- 27.3 **Procedure for a dispute between an Employer and Employees**

- 27.3.1 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.
- 27.3.2 Reasonable time levels must be allowed for discussion at each level of authority.
- 27.3.3 Whilst a procedure is being followed, normal work must continue.
- 27.3.4 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.

28. CONFIDENTIALITY

- 28.1 Employees shall not, except in the proper course of duty or as permitted by the Employer, divulge to any person whatsoever any trade secrets or any confidential information concerning the business or finance of the Employer.
- 28.2 The Employee shall also use their best endeavours to prevent the publication or disclosure of any such information.
- 28.3 Disregard for this clause renders an Employee liable ~~for~~ to dismissal.

29. ACCOMMODATION

Pilots, Co-Pilots and Crewpersons only

The Company shall provide adequate accommodation and facilities for those Employees rostered for duty at the base.



30. REDUNDANCY

In addition to the normal entitlements on termination the following will apply:

- a) Four weeks additional notice of termination.
- b) A severance payment based upon two weeks per year or part year of service.
- c) The company will provide access at no cost to the employee to an employment placement service.

31. SIGNATORIES

**AGREEMENT TO ABIDE BY THE
SOUTHERN REGION LIFE SAVER RESCUE HELICOPTER
ENTERPRISE AGREEMENT 1999**

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

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

Signed *Peter Benjamin* Position *General Manager*

Full Name *Peter James Benjamin*

Witnessed by *[Signature]* Date *28th June 1999*

*KATHRYN LEVI
SOLICITOR*

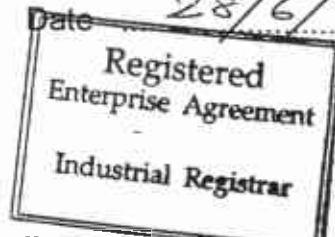
Signed on behalf of the employees of Southern Region SLSA Helicopter Rescue Service Pty Ltd covered by this Enterprise Agreement.

Signed *[Signature]* Position *Rescue Crewman*

Full Name *ANTHONY WALLER*

Witnessed by *[Signature]* Date *28/6/99*

*KATHRYN LEVI
SOLICITOR*



*authored
by team
to sign*

32. DATE OF COMMENCEMENT

This Enterprise Agreement shall take effect from the first pay period following the date of registration and shall have a nominal life up to 31st December, 1999