

ENTERPRISE AGREEMENT

NO: E.A. 195 /1994

DATE REGISTERED: 14-6-94

PRICE: \$ 34-00

ENTERPRISE AGREEMENT

BETWEEN

NORTHERN REGION SLSA HELICOPTER
RESCUE SERVICE PTY LTD

AND THE COMPANY'S

HELICOPTER PILOTS/AIR CREW

AND AIRCRAFT MAINTENANCE STAFF

[Filed with the Industrial Registrar on *21 April 1994*]

An Enterprise Agreement made this *6 April* 1994 in pursuance of the provisions of the New South Wales Industrial Relations Act 1991 and Northern Region SLSA Helicopter Rescue Service Pty Limited, 60 Brunswick Street, Lismore NSW 2480 (registered office) and all employees directly engaged in the piloting, crewing and maintenance of helicopters located at the company's base at 60 Brunswick Street, Lismore NSW 2480.

1. TITLE OF AGREEMENT

This Agreement shall be known as the LIFE SAVER RESCUE HELICOPTER ENTERPRISE AGREEMENT No. 2.

2. ARRANGEMENT

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3. INCIDENCE AND PARTIES BOUND

- 3.1 This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act 1991, entered into on the 1994, between Northern Region SLSA Helicopter Rescue Service Pty Ltd and employees engaged in piloting, crewing and maintaining the helicopters and their related routine office, clerical and maintenance 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 and shall remain in force for a period until 31st December 1995.

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, Crew and Aircraft Maintenance Engineer(s) who are employed by Northern Region SLSA Helicopter Rescue Service Pty Limited.

7. DEFINITIONS

- 7.1
- a) "Company" means Northern Region SLSA Helicopter Rescue Service Pty Limited.
 - b) "Employer" means the Company, or a Representative or Agent acting on behalf of the Company.
 - c) "Employee" means a Pilot, Crew or Licensed Aircraft Maintenance Engineer(s) in the Employment of the Company.
 - d) "Duty Time" means that time which the Pilot or Crewman is on duty at the Base in a position where he can crew the aircraft with minimal delay.
 - e) "Time Free of Duty" means that time where the Pilot or Crewman is relieved of all duties and responsibilities and is not required to be contactable by the Company.
 - f) "Stand-By" means that period of time where a Crewman or Pilot shall be contactable by telephone, pager or other means, in order to crew the aircraft should the duty crew require relief or should an event of an emergency or unusual nature occur and their services be required by the Company.
 - g) "Leave" means when the Employee is on annual, long service, sick, jury, bereavement or compassionate leave.
 - h) "Prescribed Salary" shall be the taxable cash component of gross salary ie Gross salary less the non-taxable wage sacrifice component per clause 10.1 .

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 above, 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*

The Employee shall, at all times, personally ensure currency and maintenance of the appropriate licences, permits and endorsements under all relevant legislations and regulations to enable the proper discharge of all obligations to the Company.

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 Authority documents and the relevant Helicopter Operations and Maintenance Control Manuals of the Company.

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:

- i) The Employee wilfully or persistently fails to observe any of the provisions of the Agreement.
- ii) The Employee wilfully or persistently refuses or neglects to comply with any reasonable and lawful order given by the Company.
- iii) 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:

- i) A suspension or loss of the Employee's licence which renders the Employee unable to fulfil normal duties.
- ii) The Employee's failure to meet the medical standards as determined by the Company from time to time and after due consideration to sick leave entitlements as provided for in Clause 16 of the Agreement.
- iii) 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 leave entitlements.

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.

- i) The Employee should be counselled and "warned" verbally that their level of performance or attitude is being reviewed.
- ii) If, after a "reasonable period" there is no variation/improvement in performance a "written" warning will be issued. The written advice must define "a reasonable period".
- iii) If, at the expiration of the defined reasonable period, there is no change in attitude or performance, the Employee's service shall be terminated forthwith.

9. SALARY

9.1 Individual Employees covered by this Agreement shall be subject to contract only.

10. BENEFITS

10.1 The Company will pay the Employee the following fringe benefits as a "salary package".

i. Wage Sacrifice

Up to 30% (maximum) wage sacrifice on gross salary will be available.

ii. 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

iii. Insurance

- a. Employees will be covered by Personal Accident Insurance to the value of \$250,000.
- b. The premiums for this insurance shall be met by the Company and the conditions applying shall be in accordance with the policy.
- c. The Employer shall pay its pilots only a sum of up to \$629 per annum as a fixed amount allowance to enable the pilots to secure an insurance cover against loss of licence. Payment of this allowance shall be made each year upon production by the pilot of proof of payment. This payment does not apply to crewpersons or aircraft maintenance engineer(s).

iv. Yearly Increments

The Employee will receive an increment of \$500 per annum to a maximum of ten (10) years from the date of commencement with the Company.

v. Leave Entitlements and Termination

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.

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.

vi. Tax Liability Arising From Change to Tax Laws

It is recognised that any taxation liability, (including fringe benefits tax) arising in respect of the employment of the Employee is the sole and exclusive responsibility of the Employee.

Consequently, if, as a result of a change in 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.

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 *Leave Entitlement*

a) *Pilots and Crew Only*

Each Employee shall 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 shall be paid pro-rata for service less than a completed year.

b) *Aircraft Maintenance Engineer(s) Only*

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 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 *Calculation of Service*

In determining what is a complete 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 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 3 days for each working day absent in excess of the absence allowed herein.

12.3 *No Recall from Leave*

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

12.4 *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.

12.5 *Leave Loading*

a) *Pilots and Crew Only*

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% of the prescribed salary (as defined).

b) *Aircraft Maintenance Engineer(s) Only*

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% of the prescribed salary (as defined).

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

12.6 *Period of Annual Leave - Pilots and Crew Only*

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

12.7 *Accrued Leave*

i. 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.

ii. Except in exceptional and extenuating circumstances an employee will be required to take any leave in excess of the equivalent of:

For pilots and crew - nine (9) weeks; or
For aircraft maintenance engineer(s) - six (6) weeks;

at the discretion of the Company.

12.8 *Outside Employment Whilst on Leave - Pilots and Crew Only*

i. Employees may undertake outside employment whilst on leave, providing that they comply with Clauses 12.8 (ii) and (iii) as outlined below.

- ii. When contemplating outside employment whilst on leave, the Employee must ensure at all times that they do not place the Company in jeopardy by breaching Duty Time requirements.
- iii. The onus is on the Employee to ensure compliance with Clause 12.8 (ii) herein, as breach of Duty Time requirements renders the Employee liable to summary dismissal.

13. BEREAVEMENT LEAVE

- 13.1 An Employee on permanent hire shall 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 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.

14. JURY LEAVE

- 14.1 (a) 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.
- (b) An Employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service.
- (c) 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:

a) Pilots and Crew Only

- i. On date of appointment 7 calendar days
- ii. After 3 months of service 7 calendar days
- iii. After 12 months of service 14 calendar days
- iv. On completion of each additional twelve (12) months of service 14 calendar days

b) Aircraft Maintenance Engineer(s) Only

- i. On date of appointment 5 working days
- ii. After 6 months of service 5 working days
- iii. After 12 months of service 10 working days
- iv. On completion of each additional twelve (12) months of service 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 Etc. - Pilots and Crew Only*

- i) An Employee is also entitled to an additional (90) days sick leave on half pay for each year of service.
- ii) This leave is non-accumulative 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 not cumulative.
- iv) 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 Orders relating to fitness to fly, as laid down by the Civil Aviation Authority.
- v) In the case of Crewmen, a standard of fitness as laid down in Company policy must be displayed by the Employee.

- 16.5 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. EMPLOYEES DUTIES

- 17.1 The Employee shall perform the duties and exercise the powers appointed to this position which may be outlined in a separate job specification. An Employee is also required to perform all other duties that are reasonably assigned from time to time by the Company.
- 17.2 An Employee is required to attend after hours call outs, emergencies, meetings, lectures, demonstrations and training exercises, as may reasonably be requested by the Employer from time to time.

18. LINES OF COMMUNICATION/AUTHORITY

- 18.1 The "lines of communication/authority" are clearly 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. DUTY ROSTERS TIMES

- 19.1 Pilots and Crew Only
- a) The Duty Roster will be structured to ensure the Northern Region Rescue Helicopter is manned twenty four (24) hours per day by one (1) Pilot and one (1) Crewperson.
- b) Pilots and Crew will operate within the parameters of CAO 48.0 (or such other exemptions as approved by the Civil Aviation Authority from time to time).
- c) Pilots and Crew manning the Northern Region helicopter shall in each consecutive fourteen (14) day period be required to be on DUTY for a minimum period of four and two-third ($4 \frac{2}{3}$), twenty four (24) hour periods and on STAND-BY for four and two-third ($4 \frac{2}{3}$), twenty four (24) hour periods.

Aircraft Maintenance Engineer(s) Only

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) Can be called out at any time to undertake necessary maintenance.
- (d) The Employee has the right to adjust their hours to compensate for call-outs on an hour-for-hour basis. This is only after consultation with the General Manager ~~or Chief Pilot~~, 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.

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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 Manager, or as otherwise directed by the company, together with receipts as appropriate, at the end of each month for reimbursement if approved.

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

- 22.1 An Employee shall not be required to pay for damage or loss of aircraft or Company equipment used in the Service, nor shall any loss or 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.
- 22.4 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 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.

23. MEDIA COMMENT AND STATEMENTS

- 23.1 It is acknowledged the Employee will at times come in contact with the media.
- 23.2 The Employee is authorised to speak in general terms on missions in which the Company has been involved.
- 23.3 Any media statements of a controversial nature, or which refer to the Department of Health Contract or other controversial matters as determined by Company policy must be cleared by the General Manager.

24. DISPUTE PROCEDURES

- 24.1 The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the NSW Industrial Relations Act 1991. The procedural steps are:
- 24.2 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 higher 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 Employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - v) While a procedure is being followed, normal work must continue.
 - vi) The Employee may be represented by an industrial organisation of Employees.
- 24.3 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 higher 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 Employees may be represented by an industrial organisation of Employees for the purposes of each procedure.

25. CONFIDENTIALITY

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

26. ACCOMMODATION

- 26.1 Pilots and Crew Only

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

27. DATE OF REGISTRATION

- 27.1 This Enterprise Agreement shall take effect from the first pay period to commence on or after and shall have a nominal life up to 31st December 1995.

28. SIGNATORIES

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

Signed *[Signature]* Position *GENERAL MANAGER*
Witnessed by *[Signature]* Date *6.4.94*

28.2 Signed by the Pilots and Crew employed by Northern Region SLSA Helicopter Rescue Service Ltd.

1. Signed *[Signature]* Classification *CHIEF PILOT*
Name *TRONOR J. WILSON* Date *28-3-94*

2. Signed *[Signature]* Classification *PILOT*
Name *STEVEN VOYLES* Date *28-3-94*

3. Signed *[Signature]* Classification *CREW CHIEF*
Name *MURRAY ROBERTS* Date *28-3-94*

4. Signed *[Signature]* Classification *ENGINEER*
Name *DON PITMAN* Date *28-3-94*

5. Signed *[Signature]* Classification *PILOT*
Name *WAYNE FISHER* Date *28-3-94*

6. Signed *[Signature]* Classification *CREW*
Name *Michael Kerry* Date *28-3-94*

7. Signed *[Signature]* Classification *CREW*
Name *ALAN MAE MCGROTH* Date *28-3-94*