

REGISTER OF
ENTERPRISE AGREEMENTS

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT NO: EA97/163

TITLE: Hunter Region Rescue Helicopter Enterprise Agreement No. 1

I.R.C. NO: 97/4029

DATE APPROVED/COMMENCEMENT: 8 August 1997

TERM: 24 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF
EMPLOYEES: To apply to Pilots and Crewpersons

PARTIES: Hunter Region Rescue Helicopter Service Limited -&- Peter Cook, Mark Crumblin, Peter Cummings, Paul Dobson, Robert Jenkins, Peter Martine, Danny Morris, Graham Nickisson, Stewart Nickisson, Ian Osborne, Peter Praniess, Steve Vooles

1 TITLE OF AGREEMENT

This Agreement shall be known as the HUNTER REGION RESCUE HELICOPTER ENTERPRISE AGREEMENT NO. 1.

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 *26th day of June* 1997 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,

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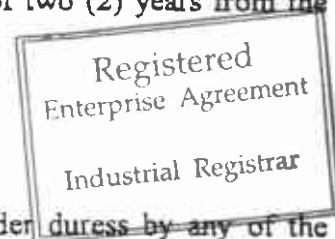
clerical and maintenance duties at the Company's base at Bavin Road, District Park, Broadmeadow, NSW 2292.

4 TERM 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 two (2) 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 "Company" means the Hunter Region SLSA Helicopter Rescue Service Limited (ACN 002 862 026).

7.2 "Employer" means the Company, or a Representative or Agent acting on behalf of the Company.

7.3 "Employee" means a Pilot or Crewperson in the employment of the Company.

7.4 "Duty Time" means that time for the Pilot or Crewperson which commences with duties associated with carrying out a flying mission and shall continue until the tasks associated with that mission are complete.

7.5 "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.

7.6 "Stand-by" 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

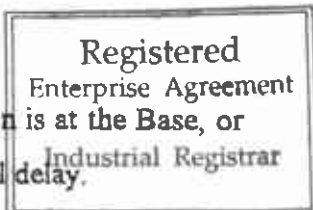
should the duty crew require relief due to fatigue or duty or flight time limitations or by mutual agreement should an event of an emergency or unusual nature occur and their services be required by the Company.

- 7.7 "Stand-by at Base" means that time where the Pilot or Crewperson is at the Base, or in close proximity, where he/she can crew the aircraft with minimal delay.
- 7.8 "Leave" means when the Employee is on annual, long service, sick, jury, bereavement or compassionate leave.
- 7.9 "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.
- 7.10 "Gross Salary" means the gross of salary and allowances payable under Clause 9 of this agreement.
- 7.11 "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.
- 7.12 "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.
- 7.13 "Pilot" means the person appointed by the Employer to perform the duties and responsibilities of the role.
- 7.14 "Crew Chief" means the Crewperson appointed by the Employer to perform the duties and responsibilities of the Crew Chief.
- 7.15 "Crewperson" means the person appointed by the Employer to perform the duties and responsibilities of the role.

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



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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 Procedures 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 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 for reasons of misconduct as defined hereunder:

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



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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 CASA 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 Procedures 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.

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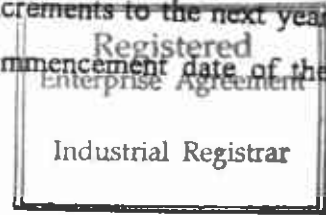
- 8.7.1 The Employee should be counselled and "warned" verbally that their level of performance or attitude is being reviewed and they shall be advised in writing of the "review period".
- 8.7.2 If, after the 'review period' there is no variation/improvement in performance a "written" warning will be 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 service may be terminated forthwith by payment of one (1) months salary.

9 SALARY

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

YEAR OF SERVICE WITH THE COMPANY	PILOTS OF MULTI - ENGINED HELICOPTERS	CREWPERSONS	PILOTS OF SINGLE-ENGINED HELICOPTERS
1	43,050	33,700	38,375
2	44,100	34,520	39,310
3	45,150	35,340	40,245
4	46,200	36,170	41,185
5	47,250	36,990	42,120
6	48,300	37,805	43,050
7	49,350	38,630	43,990
8	50,400	39,455	44,925
9	51,450	40,275	45,860
10	52,500	41,100	46,795
11	53,550	41,920	47,730
12	54,600	42,740	48,665
13	55,650	43,560	49,600
14	56,700	44,385	50,535
15	57,750	45,210	52,405

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 With effect from 1 July 1998 the salaries set out in the above tables will be increased in line with increases in the CPI in accordance with the following formula:

Increased salaries = R x $\frac{CPI(2)}{CPI(1)}$

where

R = current salaries

CPI(2) = the published figure for the CPI Sydney All Groups at 31 March 1998

CPI(1) = the published figure for the CPI Sydney All Groups at 31 March 1997

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

9.2.1 Allowances

Senior Commercial Pilots Licence allowance \$2,860 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)

\$3,468 per annum

Pilot's Special Duties Allowance

\$4,305 per annum

Senior Pilot Allowance

\$3,464 per annum

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

9.2.2 Pilot Year of Service Credits

Experience prior to joining Company - 3000 helicopter command hours - 1 year
6000 helicopter command hours - 2 years

Holder of a twin command endorsement on an aircraft type in

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current operation by the Company at time of joining
the Company -

1 year per type

Holder of a current twin command Helicopter Instrument
Rating at time of joining Company -

2 years

Holder of any Command IFR Rating, lapsed or otherwise
at time of joining Company -

1 year

Total maximum credits

4 years



9.3 Additions to Salary - Crewpersons

Holder of a current Rescue Crewman Qualification

\$1,640.00 per annum

Holder of a current Winch Operator Qualification

\$2,460.00 per annum

Holder of a current Instructor Qualification

\$820.00 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.

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 contributions other than those contributions for which the Employer is responsible under the Superannuation Guarantee Levy Legislation

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- d. Education expenses
- e. Private Health Insurance
- f. Vocational expenses

10.2 Insurance

10.2.1 Employees will be covered by a twenty four (24) hour Personal Accidental Death Only Insurance Policy to the value of \$500,000, except when engaged in outside employment. 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 Employees in the Operations area.

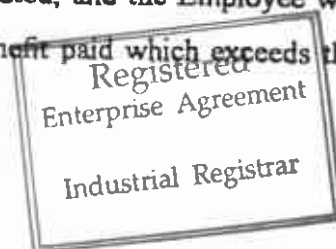
10.2.2 The Employer will pay the Employees a sum of money per annum up to a maximum of \$1,250.00 as a fixed amount allowance to enable the Employees to secure income protection insurance cover for themselves. Payment of this allowance will be made each year upon production by the Employee of proof of 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, 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 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 packages and the new salary packages will take effect from the date on which the changes to the taxation laws become law.

10.5 **Provision of Leased Motor Vehicles**

Where the Employee has been provided with a motor vehicle subject to lease or hire purchase financing during the course of their employment in accordance with this Agreement, the Employee on resignation or termination shall hand back the vehicle to the Company and thereafter shall not be responsible for any liabilities associated with the motor vehicle.

10.6 **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.



10.7 Superannuation

The company shall pay at the end of each month the prescribed 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 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.

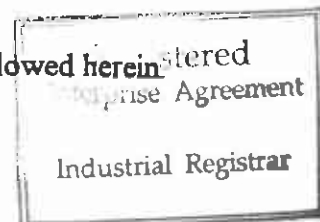
12.2 Leave entitlement

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) date 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.

12.3 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, compassionate 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 for 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 17.1.4 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 of part thereof which is spent on duty or standby at base, or arrange to take time off in lieu of payment.

For the purposes 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) Flight Safety International Simulator Courses
- ii) Annual training and requalification 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 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.

12.6 **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 **Outside Employment**

12.9.1 Employees may undertake outside employment provided that they comply with Clauses 12.9.2, 12.9.3 and 12.9.4 as outlined below:

12.9.2 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.

12.9.3 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.

12.9.4 The onus is on the Employee to ensure compliance with Clauses 12.9.2 and 12.9.3 herein, as breach of Duty Time requirements is a serious matter.

13 BEREAVEMENT AND COMPASSIONATE LEAVE

13.1 Bereavement Leave

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

13.2 Compassionate Leave

An Employee shall be entitled to up to 3 days leave including travel time without loss of pay on each occasion and on the satisfactory production of evidence on compassionate grounds. The Employee shall be eligible to apply for such leave due to circumstances involving any of the parties listed in 13.1 above.

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



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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:

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



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relevant Civil Aviation Air Services Orders relating to fitness to fly, as laid down by the Civil Aviation Air Services.

- 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 dispensation 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 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) Flight Safety International Simulator courses, and
 - ii) Annual training and requalification 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" 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 ROSTER TIMES

19.1 The Duty Roster will be structured to ensure the Hunter Region Rescue Helicopter is manned twenty four (24) hours per day by one (1) Pilot and two (2) Crewpersons.

19.2 Pilots and Crewpersons 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.)

19.3 Pilots and Crewpersons manning the Hunter Region Rescue Helicopter shall in each consecutive fourteen (14) day period be required to be on 'stand-by at the Base' for a period of four and two-thirds twenty four (24) hour periods, on stand-by for four and two-thirds twenty four (24) hour periods and on 'time free of duty' for four and two-thirds twenty four (24) hour periods.

19.3.1 Pilots and Crewpersons may exercise roster flexibility, subject to Clauses 19.1 and 19.2.

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 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



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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 vehicles)

- 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 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.

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 "Motor Vehicle Policy" for more comprehensive policy details.

24 MEDIA COMMENT AND STATEMENTS

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- 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

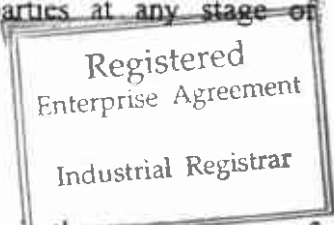
- 25.1 The procedural steps for the resolution of an industrial dispute are:
- 25.2 **Procedure relating to a grievance of an individual Employee:**
- 25.2.1 The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer 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 discussion 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 discussion 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.

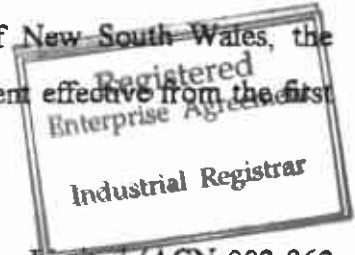
28 DATE OF REGISTRATION

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 two years from the date of registration.

29 SIGNATORIES

AGREEMENT TO ABIDE BY THE HUNTER REGION RESCUE HELICOPTER ENTERPRISE AGREEMENT NO. 1

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 *[Signature]*

Position *GENERAL MANAGER*

Witnessed by *[Signature]*

Date *4-7-97*

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

1. Signed *[Signature]*

Classification *Captain Pilot*

Name *PETER COOK*

Date *20/6/97*

2. Signed *[Signature]*

Classification *Senior Pilot*

Name *I. A. Osborne*

Date *26/6/97*

3. Signed *[Signature]*

Classification *Captain*

Name *[Signature]*

Date *20/6/97*

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4.

Signed [Signature]

Classification AMP Aircrewman

Name R. JENKINS

Date 26-6-97

5.

Signed [Signature]

Classification Senior Captain

Name STEWART NIELSEN

Date 26-6-97



6.

Signed [Signature]

Classification Pilot

Name STEVEN JONES

Date 26-6-97

7.

Signed [Signature]

Classification PILOT

Name MARK CRUMBLIN

Date 26/6/97

8.

Signed [Signature]

Classification AIR CREWMAN

Name DANNY MORRIS

Date 26.6.97

9.

Signed [Signature]

Classification AIR CREWMAN

Name PETER PRANESS

Date 26/6/97

10.

Signed [Signature]

Classification AIR CREWMAN

Name PETER MARTINE

Date 26/6/97

11.

Signed

Classification

Name

Date