



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Lloyd Helicopters Pty Ltd T/A Chc Helicopter
(AG2024/1332)

CHC HELICOPTER (AUSTRALIA) CREW OFFICERS ENTERPRISE AGREEMENT 2023

Airline operations

DEPUTY PRESIDENT GRAYSON

SYDNEY, 10 MAY 2024

Application for approval of the CHC Helicopter (Australia) Crew Officers Enterprise Agreement 2023

Introduction

[1] Lloyd Helicopters Pty Ltd (has made an application for approval of an enterprise agreement known as the *CHC Helicopter (Australia) Crew Officers Enterprise Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

Transitional arrangements under the Secure Jobs, Better Pay amendment

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the notification time for the Agreement of 25 November 2022, the *genuine agreement* requirements for agreement approval in Part 2-4 of the Act, as it was before 6 June 2023, apply to the present application. Further, as the Agreement was made on 8 April 2024 the *better off overall test* requirements in Part 2-4 of the Act as amended on 6 June 2023 apply.

Terms of the Agreement

[3] Clause 14.4 provides that termination of casual employment is with either one day's notice or the forfeiture of one day's pay, with no reference to this being less in respect of notice given. This clause is unenforceable to the extent that it may provide for deductions contrary to s.324 of the Act.

Model Flexibility Term

[4] The Agreement does not contain a flexibility term that meets the requirements of s.203 of the Act. Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

National Employment Standards precedence term

[5] Appendix 4 of the Agreement appears to provide for casual conversion and does not appear to be consistent with s.66B of the Act. The Act provides that an employer must make an offer to a casual employee if the employee has been employed by the employer for a period of 12 months; and during at least the last 6 months, the employee has worked a regular pattern of hours on an ongoing basis.

[6] Clause 38 of the Agreement provides that the entitlement to 5 days of unpaid Family and Domestic Violence leave “*is in accordance with the NES*”. This clause is inconsistent with s. 106A of the Act which provides that an employee is entitled to 10 days of paid family and domestic violence leave in a 12-month period.

[7] Clause 30.5 and 32.3 of the Agreement, which provide for circumstances in which an employee is taken as having abandoned their employment, are silent regarding the entitlement of an employee who has abandoned their employment to be paid notice of termination. Accordingly, these clauses may be inconsistent with sections 117 to 123 of the Act.

[8] The entitlement to compassionate leave provided by clause 36 of the Agreement does not appear to be triggered after the stillbirth of a child of the employee or a member of the employee’s immediate family or household as per s. 105 (1) (b) of the Act or after the employee or the employee’s spouse or de facto partner has a miscarriage as per s. 105 (1) (c) of the Act. Accordingly, this clause is not consistent with s.104(1)(b) and (c) of the Act.

[9] Clause 16 of the Agreement provides that employees will work reasonable hours to meet the operational needs of the employer. In accordance with Clause 29 – Work Practices, it appears that the hours required to meet the operational needs of the employer may exceed an average of 38 hours per week. Accordingly, this clause may not be consistent with s.62 of the Act.

[10] Clause 33.1(c) of the Agreement provides that in normal circumstances an employee may not take carer’s leave where another person has taken leave to care for the same person. Accordingly, this clause is not consistent with ss.97 and s.102 which does not impose such a requirement on the taking of carer’s leave.

[11] To the extent that these clauses be inconsistent with the National Employment Standards (NES), I note that in accordance with the NES precedence term in Part 8 of the Agreement, these clauses will be read and interpreted in conjunction with the NES.

Section 190 Undertakings

[12] The employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any

employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

[13] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

Section 183 Bargaining Representatives

[14] The Australian Manufacturing Workers' Union (AMWU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

[15] In accordance with s.201(2), I note that the Agreement covers the AMWU.

Approval

[16] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 May 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE524593 PR774926>

ANNEXURE A

IN THE FAIR WORK COMMISSION

Matter No.: AG2024/1332

Applicant: Lloyd Helicopters Pty Ltd T/A CHC Helicopter (Australia)

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Helen Redmond, HR/IR Specialist for Lloyd Helicopters Pty Ltd T/A CHC Helicopter (Australia), give the following undertakings with respect to the CHC Helicopter (Australia) Crew Officers Enterprise Agreement 2023 ("**the Agreement**"):

1. I have the authority given to me by Lloyd Helicopters Pty Ltd T/A CHC Helicopter (Australia) to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employer undertakes that in the event of any inconsistency between the Agreement and the NES where the NES provide a more beneficial entitlement, then the NES will take precedence to the extent of the inconsistency. This clause is not limited to leave entitlements but operates in relation to all entitlements under the NES.
3. Employees will not be required to work on public holidays unless permitted by the NES.
4. Employees are entitled to long service leave under the *Long Service Leave Act 1987* (SA). If there is a more beneficial long service leave term in the employees applicable State or Territory legislation under NES, the more beneficial term will apply.
5. The Employer will conduct a pay reconciliation every pay period for all casual employees who are engaged to work on a Sunday and/or public holiday to ensure that they are not paid less than what they would be entitled to under the appropriate modern award. Any shortfall in wages and/or entitlements will be paid with an extra 1% on the award payment calculation to the employee in the next pay period.

Helen Redmond

Signature

7 May 2024

Date



CHC HELICOPTER (AUSTRALIA)

Crew Officers Enterprise Agreement 2023

Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

Contents

PART 1:	APPLICATION AND OPERATION OF THE AGREEMENT	4
1.	Agreement Title	4
2.	Coverage of the Agreement.....	4
3.	Scope of Agreement.....	4
4.	Commencement and Duration of Agreement	4
5.	Statement of Intent.....	4
6.	No Extra Claims	5
7.	Definitions	5
PART 2:	THE CONSULTATION PROCESS	8
8.	Workplace Consultation.....	8
9.	Introduction of Significant Change	8
10.	Consultative Committee	9
11.	Procedures to Avoid Industrial Disputes.....	9
12.	Employee Representation.....	11
13.	Individual Flexibility Term	11
PART 3:	EMPLOYMENT RELATIONSHIP	12
14.	Employment Categories.....	12
15.	Probation Period	14
16.	Work as Required.....	14
17.	Secondary employment	14
18.	Stand Down	14
PART 4:	CLASSIFICATIONS, RATES OF PAY AND RELATED MATTERS	16
19.	Classification of Employees.....	16
20.	Salaries	16
21.	Additions to Salary	18
22.	Allowances, Expense Reimbursements.....	19
PART 5:	SUPERANNUATION, INSURANCES AND RELATED MATTERS	25
23.	Superannuation.....	25
24.	Group Life Insurance	25
25.	Income Protection Insurance	26
26.	Workers Compensation Make-Up Pay	27
27.	Indemnity Insurance	27
PART 6:	ROSTERS AND HOURS OF WORK.....	29
28.	Rosters.....	29
29.	Work Practices	30
PART 7:	TERMINATION OF EMPLOYMENT	35
30.	Termination of Employment	35
31.	Redundancy.....	35
PART 8:	LEAVE PROVISIONS	39
32.	Notification of Absence.....	39

33.	Personal / Carers Leave.....	39
34.	Annual Leave	40
35.	Long Service Leave	43
36.	Compassionate Leave	43
37.	Community Service Leave	44
38.	Family and Domestic Violence Leave	44
39.	Parental Leave.....	44
40.	Defence Force Leave	44
PART 9:	OTHER CONDITIONS.....	45
41.	Transfers.....	45
42.	Travelling and Accommodation	45
43.	Training Provisions	45
44.	Training Bond	46
45.	Protective Clothing and Uniforms.....	47
46.	Operations in Warlike Areas	47
47.	Medical Assistance	47
48.	Personal Files	47
49.	Vacancies.....	47
	SCHEDULE 1 – SALARIES AND CASUAL DAY RATE	48
	SCHEDULE 1 – SALARIES AND CASUAL DAY RATE Continued.....	49
	SCHEDULE 1 – SALARIES AND CASUAL DAY RATE Continued.....	50
	SCHEDULE 2 – ALLOWANCES	51
	SCHEDULE 2 – ALLOWANCES Continued.....	52
	SCHEDULE 3 – OVERTIME RATES APPLY TO PERMANENT EMPLOYEES.....	53
	SCHEDULE 4 – FLEXIBILITY ARRANGEMENT	54
	SIGNATORY PAGE	55
	APPENDIX 1: PRIMARY AND SECONDARY AIRPORTS	56
	APPENDIX 2 – ACCOMMODATION STANDARDS	57
	APPENDIX 3 – MERIT SELECTION PROCESS.....	60
	APPENDIX 4 – RIGHT TO REQUEST CASUAL CONVERSION.....	62
	APPENDIX 5 – TRAINING BOND AGREEMENT	64

PART 1: APPLICATION AND OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE

This Agreement will be known as the CHC Helicopters (Australia) Crew Officers Enterprise Agreement 2023.

2. COVERAGE OF THE AGREEMENT

2.1 This Agreement covers:

- the Company; and
- the employees referred to in clause 3.1; and
- subject to the provisions in sub-clause 2.2 below, a Union that is authorised to be covered in accordance with the Act.

2.2 After this Agreement is made, a Union (if any) that was a bargaining representative for the proposed Agreement may give FWC a written notice stating that the Union wants to be covered by the Enterprise Agreement. If FWC approves a Union's application for coverage, the Company will notify employees of that approval.

3. SCOPE OF AGREEMENT

3.1 This Agreement will apply to the employment of employees whose classifications appear in clause 19 of this Agreement.

3.2 All provisions of this Agreement apply to permanent employees. Certain provisions do not apply to casual employees, as detailed in clause 14.4.

3.3 This Agreement shall have application to all rotary wing operations undertaken by the Company using Australian (VH) registered aircraft.

3.4 The terms of the Award will not apply while this Agreement operates.

4. COMMENCEMENT AND DURATION OF AGREEMENT

4.1 This Agreement will commence seven (7) days after its approval by FWC.

4.2 This Agreement will have a nominal expiry period of the 30 June 2026. This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act.

4.3 Re-negotiation of this Agreement will commence no later than 1 February 2026. This Agreement can be terminated or varied during the life of the Agreement in accordance with the Act.

5. STATEMENT OF INTENT

The objective of this Agreement is to ensure the future prosperity, quality and competitiveness of the Company through the achievement of the following goals:

- Achieving and maintaining the most efficient and flexible working patterns which are responsive to changing operational and client demands.
- Ensuring that employees have and utilise all of the skills that are appropriate to their operational site(s).
- Providing a sustainable income and job security for employees in the context of existing and new client contracts.

6. NO EXTRA CLAIMS

Except as provided for in this Agreement, no extra claims relating to the relationship of the Company and its employees, whether dealt with in this Agreement or not, will be made until the expiry date of this Agreement, except where the Company introduces new aircraft types or technology that impacts upon the work value of employees pursuant to this Agreement.

7. DEFINITIONS

In the Agreement, unless a contrary intention is evident:

Act means the *Fair Work Act 2009* (CTH) as amended from time to time.

Active Duty means actual flying duties and/or activities related to flying duties.

Agreement means the CHC Helicopters (Australia) Crew Officers Enterprise Agreement 2023

Aircrew Officer Crew means member of the Technical Crew who – in addition to the duties of a Rescue Crewman – is endorsed by the Company as qualified and proficient in the technique necessary to perform Search and Rescue, Emergency Medical, Rappelling, Sling Loading, Passenger Transport and Winching Operations. Performance of all incidental duties and the use of equipment incidental to the classification are required.

Annual Salary means the employee's annual salary as laid out in clauses 20 and 21 and excludes allowances laid out in Schedule 2 and also excludes any area allowances.

Award. Air Pilots Award 2020.

CASA means the Civil Aviation Safety Authority or any successor organisation.

Casual Employee means an employee engaged on a non-permanent basis, without firm advance commitment to continuing work as required to meet the Company's operational needs, in accordance with the NES.

Chief Technical Crew Member and Standards Officer means an employee who is approved pursuant to the CAO's by CASA to conduct, and who does so conduct at the direction of the Company, flight proficiency tests and who certifies to the competency of employees so tested. He or she is responsible to the Head of Check and Training for operational and training matters in relation to Cabin Staff aligned to the company Operations Manual.

Company or **CHC** means or refers to Lloyd Helicopters Pty Ltd trading as CHC Helicopters (Australia) (ABN: 46 007 916 912).

Contributing Member means a contributing member of the Fund in accordance with the rules of the Fund.

CPI means the increase in the Consumer Price Index for the Weighted Average of Eight Capital Cities, "All Groups" published by the Australian Bureau of Statistics for the year ended in the quarter immediately prior to the allowance increase due (i.e. March quarter).

Duty and Duties means the work of a Technical Crew and covers all activities that may be required of a Technical Crew by the Company in accordance with CAO's, the FRMS and this Agreement.

Duty Away means duty that commences or finishes at a location other than an employee's home base. Duty away excludes a situation where the employee departs from and returns to their home base on the same day or the same shift.

Duty Travel means any travel, other than as a crew member on an aircraft, which an employee is directed to undertake in the service of the Company and includes deadhead travel and travel for the purpose of taking up a new base. Duty travel excludes travel of an employee between their home and home base airport or home base operations.

Employee or **Employee's** means an employee of the Company who is covered by the scope of this Agreement.

EMS Employee means an employee determined by the Company to be working permanently on an EMS Base, performing continual roster coverage such as performed in Jandakot and Bunbury.

ESO means Emergency Services Operations

Field Leave means days off duty earned and accrued while performing tour duty away from home base. Accrual is on the ratio of 13 days off for every 15 days worked or pro-rata thereof (i.e. 0.867 of a day off for each day worked). The days off are known as Field Leave.

Fixed Base means a base appointed by the Company as a fixed base.

FRMS means the CASA approved Fatigue Risk Management System

Fund means any superannuation fund that complies with the *Superannuation Industry Superannuation Act 1993* (Cth) (as amended).

FWC means Fair Work Commission.

Home base means the city and/or geographical area specified in the employee's letter of employment (or as subsequently varied by transfer) and is the area to which an employee is allocated by the Company for the purpose of commencing and finishing duty, either in the local area or for touring purposes, from the primary domestic airport as per Appendix 1.

Immediate family has the same meaning as the Act and includes:

- (a) a spouse (includes former spouse), de facto spouse (means a person who lives with the employee on a bona fide domestic basis), a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto spouse of the employee.

MTO means Medical Transport Operations

NES means the National Employment Standards as described in Part 2-2 of *The Act*, as varied from time to time.

Permanent Employee means an employee engaged on an employment contract that is not as a casual employee. A permanent employee may be employed on a full-time or part-time basis.

Representative means an individual, organisation or association nominated by an employee to represent the Employee.

Rescue Crew Officer means a member of the Technical Crew who has been endorsed by the Company as qualified and proficient in the operations of equipment and techniques necessary to be dispatched from the helicopter to a person or persons in distress and to render the necessary aid prior to evacuation by the most appropriate means. Also, responsible for passenger safety during Passenger Transport Operations. Performance of all incidental duties and the use of equipment incidental to the classification as required.

Reserve is that period during which a flight crew member ("**FCM**") is required to be available for duty and required to report at the base within a period of one (1) hour of receiving the call. Reserve is used interchangeably with "Standby at Home" in so far as the requirement to report at the base within a period of one (1) hour. Whether or not the FCM is required to be "at home" during this shift varies depending on the stream, for example EMS or SAR, and at the sole discretion of the Company based on operational and/or client requirements.

Offshore SAR Employee means an employee determined by the Company to be working permanently on contracts which provide Offshore Search and Rescue Services to the client.

Overtime is where an employee is requested to remain at work, or requested to return to work outside rostered times, to ensure operational availability of the aircraft (including training and currency flights).

SAR Employee means an employee determined by the Company to be working permanently on contracts which provide Search and Rescue Services to the client, such as RAAF SAR Contract.

Shift extension is where an employee is still on an operational task beyond their rostered completion time.

Split Shift means an ordinary hour's shift on the same day that is broken by a period of rest away from the workplace of at least four (4) hours plus travel time to and from the workplace, during which the employee is relieved of all duty except the standby component.

Standby is a period nominated by the Company and may be specified as 'Standby at Home' or 'Standby at the Airport or Workplace':

- (a) **Standby at the Workplace or Airport** means time spent at the place of work, where suitable facilities exist to enable rest and recreation, and where the employee is available for recall to Duty within a short period of time.
- (b) **Standby at Home** means time spent at home or a place of accommodation where the employee is available for recall to Duty within a period of one hour.

Suitable accommodation means accommodation consistent with the requirements of Appendix 2 of this Agreement.

Technical Crew Line Trainer means an employee who is appointed by the Company to perform instruction and/or training duties.

Technical Crew Trainer means an employee who is approved pursuant to the CAO's by CASA to conduct, and who does conduct, at the direction of the Company, flight proficiency tests for the issue and/or the renewal of qualifications and who certifies to the competency of employees so tested.

Touring means an employee who is deployed on duty overnight away from their nominated home base.

Technical Crew means the collective term for all Company rear cabin crew.

Weeks' pay means a one week proportion of the ordinary time annual salary for the employees concerned.

Years of Service means the continuous period of employment with the Company from the date of commencement to an anniversary of such date, excluding any period of leave without pay.

PART 2: THE CONSULTATION PROCESS

8. WORKPLACE CONSULTATION

- 8.1 The Company will consult with its employees at an individual and work location level regarding the ongoing organisation and performance of work arising from this Agreement.
- 8.2 Matters raised by the Company, employees or, at the request of an employee the Representative, that affect the ongoing organisation or performance of work will be dealt with as soon as practicable.

8.3 Consultation about changes to rosters or hours of work

- (a) Where the Company proposes to change the employees' regular roster or ordinary hours of work, the Company must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The Company must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements

9. INTRODUCTION OF SIGNIFICANT CHANGE

- 9.1 Where a definite decision is made by the Company to implement change that is likely to have a significant effect(s) on employees bound by this Agreement, the Company will promptly consult with the employees who may be affected and where requested by an employee, the Representative.
- 9.2 For the purpose of this Agreement, "significant effect" includes, but is not limited to: major changes in the composition, operation or size of the workforce; a decision to outsource any functions; elimination or reduction of job opportunities; the need for retraining or transfer of employees to other work locations and the restructuring of organisational units, provided that where this Agreement contemplates the change in question such change will not be deemed to be a significant effect.
- 9.3 A "significant effect" will also include changes to the normal hours of work or a change to the regular roster required by an employee under this Agreement. Where this occurs, the Company will:
 - (a) provide information to the employee about the change; and
 - (b) invite the employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider any views given by the employee about the impact of the change.
- 9.4 For the purpose of this clause normal hours of work means the cycle or pattern of work and rosters that the employee has worked over the preceding 12-month period.

- 9.5 The Company will promptly consult with the parties affected regarding:
- (a) the nature of the change
 - (b) the likely effects of the change
 - (c) measures which may avert or mitigate any potential adverse effects of the change
 - (d) other matters raised by the parties.
- 9.6 The Company will consider matters that are raised by employees and/or their representatives in response to the change, and will take these matters into account before implementing a final decision in respect to the change.

10. CONSULTATIVE COMMITTEE

- 10.1 The parties shall establish a Consultative Committee which is comprised of equal numbers of senior management representatives and Technical Crew Representatives nominated by the employees.
- 10.2 The Consultative Committee will facilitate communication between the Company and employees about workplace issues.
- 10.3 The Consultative Committee will meet at least two times per year and can be done via teleconferencing.
- 10.4 Key issues which to be in the life of this Agreement include:
- (a) Welfare and Mental Health Support Services
 - (b) Certificate 3 and 4 Training

11. PROCEDURES TO AVOID INDUSTRIAL DISPUTES

- 11.1 Subject to the provisions of the Act as amended, any dispute arising from this Agreement or the NES will be determined within the following procedures:

11.2 Procedures to Avoid Grievances and Industrial Disputes

- (a) This procedure applies to employee specific, workplace specific and Company-wide issues. The procedure will be followed on all occasions until the matter is resolved. In this clause, 'workplace' means a physical location where employees work.
- (b) No ban, limitation or restriction on the performance of work of any kind will take place while the parties to the dispute follow this procedure and attempt to resolve the matter. In addition, work will continue as normal unless there is a reasonable concern about an imminent risk to an employee's personal health and safety, in which case appropriate occupational health and safety procedures will be followed and the employee may be directed to perform alternative Duties by the Company whether at the same or another workplace. Where a grievance or dispute arises, the subject matter of the dispute shall be preserved and the status quo as it existed prior to the dispute shall be retained while this procedure is being followed.
- (c) It is the intention of the parties to the dispute or grievance that matters raised through this procedure will be progressed expeditiously. If any party to the dispute believes a matter is not

being dealt with in an expeditious way at any particular level, they may refer the matter to the next level within the procedure.

- (d) At any stage of the procedure, any party to the dispute may be represented by a Representative of their choice (including individual and workplace grievances and/or disputes).

11.3 Individual Grievances or Workplace Disputes

In the event of a grievance or dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

- (a) The relevant supervisor/manager will meet with the employee(s) concerned and will discuss the matter. The parties shall, where practicable, meet within 72 hours of the dispute being notified. A teleconference will be deemed as meeting the requirements of this clause 11.2.
- (b) If the matter is not resolved at that meeting, or at such other time that might be mutually agreed by the parties, further discussions shall be arranged between the employee(s) and the nominated senior levels of management. The parties shall, where practicable, meet within one (1) week of senior management being notified that the meeting with the relevant supervisor/manager has not resolved the matter.
- (c) If the matter is not resolved at that meeting, or at such other time that might be mutually agreed by the parties, further discussions shall be arranged between the employee(s) and the nominated senior levels of management including the Human Resource Senior Manager or their delegate. The parties shall, where practicable, meet within one (1) week of the Human Resource Senior Manager or their delegate being notified that the meeting with the relevant supervisor/manager has not resolved the matter.
- (d) If the matter is unresolved and is in dispute the employee or the Company may refer the matter to FWC to settle any dispute that is:
 - (i) About any matters arising under this Agreement, and/or
 - (ii) In relation to the application an operation of the NES.
- (e) In dealing with a dispute under this clause, FWC shall initially attempt to settle the dispute by conciliation. If conciliation fails to settle the dispute, FWC may arbitrate the dispute.

11.4 Company Wide Issues

If an issue is raised at a workplace level or individual level which has Company-wide implications, the following procedure will be followed:

- (a) The nominated senior management representative(s) and the employee representatives will meet and discuss the matter and seek to reach agreement. The parties shall, where practicable, meet within 72 hours of the dispute being notified.
- (b) If the matter is not agreed, the employee representative can meet with the Human Resource Manager and discuss the issue. The parties shall, where practicable, meet within one (1) week of the Human Resource Manager being notified that the meeting between the management representative and the employee representative has not resolved the matter
- (c) If the matter is unresolved and is in dispute the employee or the Company may refer the matter to FWC to settle any dispute that is:
 - (i) About any matters arising under this Agreement, and/or
 - (ii) In relation to the application an operation of the NES.

- (d) In dealing with a dispute under this clause, FWC shall initially attempt to settle the dispute by conciliation. If conciliation fails to settle the dispute, FWC may arbitrate the dispute.

12. EMPLOYEE REPRESENTATION

- 12.1 Up to three (3) employee Representatives will be recognised under this Agreement. Employee Representatives will be those employees elected by the employees. Employee Representatives will be permitted to be released from duty without loss of ordinary time pay at times agreed between the Company and the representation for:
 - a) Employee Agreement renewal meetings; and
 - b) Employee Representative functions sanctioned by this Agreement.
- 12.2 The Company will allow five days per representative (to a maximum of fifteen days) per calendar year for the Employee Representatives to be released for training with the Union. If there is a change in representatives during the year and the maximum days for training has been reached, then the new representatives will need to wait until the following year to complete the training.

13. INDIVIDUAL FLEXIBILITY TERM

- 13.1 The Company and an employee may vary any term or condition dealt with by Parts 6 and 8 of this Agreement by a written individual flexibility arrangement ("Arrangement") in order to meet the genuine needs of the employee and the Company.
- 13.2 The Arrangement is subject to the following conditions:
 - a) An Arrangement must be genuinely agreed to by the Company and the employee.
 - b) An Arrangement must be about matters that would be permitted matters under the Act.
 - c) An Arrangement must not include a term that would be an unlawful term under the Act.
 - d) An Arrangement must not require that a term within it be agreed or consented to, by another person (other than the Company and the employee).
 - e) An Arrangement must result in the employee being better off overall than the Employee was under the terms of the Agreement.
 - f) An Arrangement must be recorded in writing and signed and dated by the Company and the employee (and where the employee is less than 18 years old by their parent or guardian), with a copy provided to the employee. The Arrangement will also outline:
 - (i) which term or terms of this Agreement are varied;
 - (ii) how the term or terms are varied, and
 - (iii) what the outcome of the variation is intended to be.
- 13.3 Schedule 4 to this Agreement provides a template setting out the format for documenting an Arrangement.
- 13.4 An Arrangement may be terminated:
 - (a) by either the employee or the Company giving 28 days written notice; or
 - (b) by the written consent of the employee (and where the employee is less than 18 years old by their parent or guardian) and the Company at any time.

PART 3: EMPLOYMENT RELATIONSHIP

14. EMPLOYMENT CATEGORIES

14.1 Categories of Employment

Employees will be employed in one of the following categories:

- (a) Permanent Full-time;
- (b) Permanent Part-time;
- (c) Casual; or
- (d) Fixed Term Contract.

At the time of engagement, the Company will inform each employee in writing of the terms of his or her engagement and in particular whether the employee is to be full-time, part-time, casual or fixed term contract.

14.2 Permanent Full-Time

A permanent full time employee is an employee who is engaged on an ongoing basis to perform duty up to the maximum duty time permitted under this Agreement.

14.3 Permanent Part-Time

- (a) A permanent part time employee is an employee who:
 - (i) is engaged on an ongoing basis to perform duty between 2 and 148 hours within a 4-week cycle span of hours and must not exceed the maximum duty time permitted under this Agreement; and
 - (ii) has reasonably predictable hours of work.
- (b) At the time of engagement, the Company and the permanent part-time employee will agree in writing on a pattern of work. Any agreed variation to the regular pattern of work will be recorded in writing.
- (c) A permanent part-time employee will receive, on a pro rata basis according to time worked, equivalent pay and conditions to those of a full-time employee who does the same kind of work.

14.4 Casual

- (a) It is the intention of the Company to utilise casual employees only to the extent needed to meet short-term needs.
- (b) A casual employee will be paid no less than the daily rate set out in Schedule 1 under the heading Casual Day Rate.
- (c) Employment for an employee who is a casual employee may be terminated by a minimum of one day's notice, given at any time, from either the Company or the casual employee, or by the payment or forfeiture, as the case may be, of one day's pay at the daily rate of pay.
- (d) The following clauses of this Agreement do not apply to casual employees:
 - clause 15: Probation Period
 - clause 17: Sole Employment
 - clause 30: Termination of Employment
 - clause 31: Redundancy
 - clause 49: Vacancies
 - clause 20: Salaries

- clause 21.2: Safety Equipment Payment
 - clause 21.3: Fitness Payment
 - clause 22.4: Area allowances (Darwin, Tindal and Sydney)
 - all of PART 6: ROSTERING AND HOURS OF WORK, with the exception of specific duty limitations and the conditions under which overtime is payable.
 - The following clauses of PART 8: LEAVE PROVISIONS
 - clause 33 Personal/Carers Leave
 - clause 34 Annual Leave
 - clause 36 Compassionate Leave
 - clause 41: Transfers
 - clause 43: Training Provisions.
- (e) An employee engaged as a casual may request conversion to permanent employment under the terms set out in Appendix 4.

14.5 Fixed Term Contract Employee

- (a) A fixed term contract employee is an employee who is engaged for a fixed term to undertake employment of a time limited duration such as a short term project or task, seasonal work or to replace an employee who is absent for an extended defined period such as long service leave, parental leave or long term sick leave/Workcover.
- (b) The Company will initially advertise fixed term contract vacancies internally. If no suitable applicants are available after this process, the Company may employ external applicants on a fixed term contract basis. Subject to the conditions set out in sub clause 14.5.5, the Company shall not be obliged to accept an application from an existing permanent employee in situations where the acceptance of the application will result in the creation of a subsequent vacancy. Where the Company accepts an application from an existing employee, the employee's status as a permanent employee shall not change and that employee shall resume their substantive position at the end of the fixed term period.
- (c) A fixed term contract employee shall be engaged for a maximum period of 12 months, with the option of extension for a further 3 months if operationally required.
- (d) If two (2) months prior to the end of the fixed term contract the requirement remains, a subsequent internal advertising process will be undertaken. If no suitable applicants are available after this process, the Company may extend the employee's fixed term contract by a period of up to 3 months (no greater than 15 months total engagement) with only one extension period to apply, in accordance with the NES.
- (e) A fixed term contract is not deemed a suitable redeployment option, for the purposes of clause 31.3 of this Agreement in response to a redundancy situation unless agreed to by the employee. However, nothing in this Agreement would prevent the Company and the employee(s) agreeing to extend the employee's permanent employment beyond a nominated redundancy/termination date for the duration (and subsequent extensions) of a fixed term employment contract. In that case, if that employee remained exposed to redundancy, the nominated redundancy/termination date will be adjusted accordingly.

15. PROBATION PERIOD

All new permanent and fixed term contract employees will be employed on a probationary period of not greater than six months. The probationary period will be stated in writing at the commencement of employment. During the probation period, employment may be terminated by either party providing one week of notice to the other, or payment in lieu of notice.

16. WORK AS REQUIRED

16.1 An employee will, consistent with safe practice, perform such work as the Company will from time to time require, provided the employee is competent to perform such work.

16.2 All employees will work reasonable hours to meet the operational needs of the Company.

16.3 It is a term and condition of employment and of the rights accruing under this Agreement that an employee will:

- comply with safety regulations prescribed by Governmental regulation or determined by the Company;
- attend safety meetings, drills and training, when requested by the Company;
- maintain an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition; and
- use, any protective clothing and equipment provided by the Company as directed by the Company for specific circumstances.
- comply with Company Safety Management Systems (SMS) and procedures including reporting obligations.

17. SECONDARY EMPLOYMENT

17.1 In all cases employees will notify the Company in writing in advance of their intention to assume additional paid work with another organisation. The Company has the right to refuse approval for the employee to undertake the additional work if the Company is of the opinion that such additional work is in direct competition with the Company or if of the opinion that the employee's performance at work will be potentially adversely affected.

17.2 In the event that the right of refusal is not exercised by the Company and subsequently the employee's performance at work is negatively affected and is less than the required standard to perform normal job duties, the Company may then request the employee to cease carrying out such additional work and the employee will comply.

17.3 In either case the Company will notify the employee in writing of its decision within two weeks of receipt of the request.

18. STAND DOWN

18.1 Despite anything elsewhere contained in this Agreement, the Company may deduct payment for any day or part thereof upon which the employee cannot be usefully employed because of any strike or any stoppage of work by any cause, internal or external, which the Company cannot reasonably prevent, subject to the following conditions:

- (a) An employee will be deemed to be stood down effective immediately from the time the Company notifies the employee of the need to stand down.

- (b) An employee who is stood down will be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.
- (c) An employee who is stood down may, at any time during the period he/she is stood down, terminate their employment without notice and will be entitled to receive from the Company as soon as practicable any monies due to him/her at the time of termination. The day on which the employee exercises the right of termination without notice will be the day on which the employment is terminated.
- (d) An employee not on an approved absence from work will not be entitled to payment for the actual time of an unapproved absence.

PART 4: CLASSIFICATIONS, RATES OF PAY AND RELATED MATTERS

19. CLASSIFICATION OF EMPLOYEES

An employee will be classified according to one of the following categories:

Category	Description
Rescue Crew Officer	Member of the Technical crew who has been endorsed by the Company as qualified and proficient in the operations of equipment and techniques necessary to be dispatched from the helicopter to a person or persons in distress and to render the necessary aid prior to evacuation by the most appropriate means. Also responsible for passenger safety during MTO and ESO. Performance of all incidental duties and the use of equipment incidental to the classification as required.
Aircrew Officer	A member of the Technical crew who – in addition to the duties of a Rescue Crew Officer – is endorsed by the Company as an Aircrew Officer qualified and proficient in the technique necessary to perform Search and Rescue, Emergency Medical, Rappelling, sling loading, MTO, ESO and Winching Operations. Performance of all incidental duties and the use of equipment incidental to the classification are required.

20. SALARIES

20.1 Annual Salaries

The annual salaries for permanent employees, including wage rises, are contained in Schedule 1 of this Agreement. The effective date for the application of the rates of this agreement is the day that FWC notifies the Company of the approval of the Agreement. Wage rises and allowances are effective from the First Full Fortnightly Pay Period on or after the effective date of the increase.

20.2 Payment of Salaries

- (a) Salaries will be paid by fortnightly instalments via Electronic Funds Transfer. Pay slips will be provided to each employee and details recorded and kept by the Company in accordance with the Act.
- (b) Schedule 1 sets out the annual base salaries for Rescue Crew Officers, SAR Aircrew Officers and EMS Aircrew Officers for years 1, 2 and 3 of the Agreement.
- (c) 'Years' as a reference point on salary scale will increase from 9 years to 15 years. Employees currently capped at Year 9 of the salary table will immediately move to Year 10 on approval of the Agreement, and will thereafter move up each level on 01 July (Agreement Anniversary) until they reach the cap of 15. All other employees will move up the 'Years' scale from their current Year level on the anniversary of their date of hire.
- (d) Back pay will be paid in accordance with the below, and by the second pay period following approval of the Agreement:
 - (i) Schedule 1, back pay to 30 June 2023;
 - (ii) Schedule 2, back pay to 30 June 2023 on ordinary time earnings allowances being:
 - NVG Allowance.
 - DICC Allowance.
 - Any Responsibility Allowances e.g. Line training, SBACO.
 - Area Allowance.

- (iii) Schedule 3, back pay on Overtime worked from 30 June 2023 to date of approval of the agreement, based on new set home/away rates only and not applicable for hours worked beyond 10 hours for Home or 12 hours for Away.

20.3 Sign on Bonus

On the first full pay period on or after approval by FWC, all technical crew officers employed at the time of signing of this Agreement will receive a sign on bonus of \$500 Gross.

20.4 Salaries Sacrifice

- (a) An employee may apply to salary sacrifice part of his or her salary under this Agreement subject to:
 - (i) Australian Taxation Laws applying from time to time; and
 - (ii) A written agreement between the employee and the Company.
- (b) Salary sacrifice arrangements may be cancelled by the employee or the Company providing twenty-one (21) days written notice to the other party.

20.5 Recognition of Prior Experience

The Company may at its discretion recognise prior experience when calculating starting salaries for new employees. To be considered for recognition of prior experience the employee must have skills and experience relevant to the Company needs and requirements. Recognition of prior experience will be determined by the Chief Pilot and the Chief Aircrew Officer or their delegate. The scales as detailed below may be used as a guide:

PRIOR EXPERIENCE TECHNICAL CREW HOURS	CREDITS
Experience 500 - 799 hours	2 year
Experience 799 - 999 hours	3 years
Experience 999 – and more	4 years
<i>Total Maximum Credit is therefore</i>	<i>4 years</i>
OTHER QUALIFICATIONS	CREDITS
NVG, FLIR or Auto Hover	1 year
<i>Total Maximum Credit is therefore</i>	<i>1 year</i>

Note: Total experience (hours) and other qualifications must be substantiated by Flying Log Book endorsements/Certificates.

20.6 Transition from Rescue Crew Officer to Air Crew Officer

- (a) An RCO who is demonstrating desired competencies will be scheduled for an assessment as to suitability for an upgrade to an ACO position no later than the end of the fourth year of being an RCO. The assessment will be based on employee's performance in their current role as RCO; competencies required and defined by the Company's Operations Manual; positive behaviours; and commitment to Company policy. They will move to the ACO level on successful completion of the assessment.

- (b) An RCO who is selected for assessment to upgrade to an ACO role prior to their 4 year tenure with the Company and who are successful, may not be appointed to an ACO position at the time, and timing will be subject to operational requirements for where a vacancy may occur. If the vacancy available requires relocation, this will be provided by the Company in accordance with clause 41. If the RCO declines the relocation, they may not necessarily be offered the ACO upgrade position.
- (c) An upgrade from RCO to ACO will be guided by the following principles for compensation:
 - (i) An RCO who is successfully appointed to an ACO role under 24 months will enter the ACO pay scale at Year 1 SAR ACO;
 - (ii) An RCO who is successfully appointed to an ACO role from 2 years and above will enter the ACO pay scale at Y2 SAR ACO.

21. ADDITIONS TO SALARY

21.1 Additional Roles and Responsibilities

- (a) An Aircrew Officer who is appointed by the Company to undertake additional responsibilities as listed in the Company's Operations Manual will be paid the following allowances in addition to their total base pay.
- (b) The percentages listed below are applied to the Schedule 1 base salary payable to a Year 10 Aircrew Officer on the EMS salary category. This rate will be paid to both SAR and EMS Senior Base AirCrew Officer:

Senior Base Aircrew Officer managing up to 3 aircrew	5%
Senior Base Aircrew Officer managing 4 or more aircrew	8%

- (c) If an additional air crew officer (floater) is managed by a Senior Base Aircrew Officer (who is currently managing 3 plus floater) on a 90 day consecutive basis, then the higher allowance can be claimed.
- (d) The percentages listed below are applied to the schedule 1 base salary payable to a year 10 Aircrew Officer, on the SAR or EMS salary category which is applicable to the individual:

Technical Crew Line Trainer and Technical Role Equipment Specialist	8%
---------------------------------------------------------------------	----
- (e) The percentages listed below are applied to the Schedule 1 base salary payable to a Year 10 Aircrew Officer on the EMS salary category:

Technical Crew Trainer	20%
------------------------	-----

21.2 Safety Equipment Payment

- (a) Subject to subclause 21.2 (b), an employee will be paid an allowance per annum in addition to the base salary as outlined in Schedule 2 of this Agreement to cover such expenses as providing, replacing and maintaining such as but not limited to the following: -

- wet suit
- diving knife
- diving fins
- facemask
- snorkel
- stinger suit

- flying gloves
- safety knife
- boots and gloves (dry/wet)

- (i) The safety equipment allowance shown at Schedule 2 is increased in accordance with the note in Schedule 2.
- (b) CHC will withhold this safety equipment payment for all new Rescue Crew in their first 12 months of employment and will instead provide them with the appropriate equipment. For new Aircrew, they have an option to either receive the payment or elect to withhold the payment for the first 12 months and have the appropriate equipment supplied. A receipt itemising the equipment will be provided to the new employee.
- (c) Upon joining the Company, new Technical Crew Officers will be supplied with a CHC branded wetsuit.
- (d) All future individually purchased Wetsuits must be CHC approved and branded using Safety and Fitness Allowance.

21.3 Fitness Payment

- (a) An employee will be paid an allowance per annum in addition to the base salary as outlined in Schedule 2 of this Agreement to cover such expenses but not limited to the following: -
 - gym membership
 - pool entry
 - fitness assessment and fitness program
 - running shoes
 - shorts & socks
 - swimming goggles & swimmers etc
- (b) The fitness allowance shown at Schedule 2 is increased in accordance with the note in Schedule 2.

22. ALLOWANCES, EXPENSE REIMBURSEMENTS

22.1 Communications Allowance

An Employee will receive a communications allowance as provided by Schedule 2. This allowance is intended to cover any communication that an Employee is required to make in relation to their work and the Company, and to ensure that Employees remain contactable during their rostered periods. This allowance covers but is not limited to telephone calls and internet access. The allowance will only be paid to Employees who provide the Company with and maintain a current mobile phone number and personal email address.

This allowance will be paid automatically each fortnight.

The Company at its discretion may provide the Employee with a mobile telephone at its expense, in lieu of the Communications Allowance.

22.2 Passport and Vaccination Expenses

An employee required to work overseas will be reimbursed by the Company for any expenses associated with maintaining a current passport and vaccination requirements.

22.3 Class 2 Medical Expenses

An employee required by the Company to attend a class 2 medical will be reimbursed by the Company for the cost of the class 2 medical provided such claim is substantiated by a tax invoice.

22.4 Area Allowance

- (a) The following Area Allowance will be paid to permanent employees whose home base is Tindal as shown in Schedule 2.

Location	Allowance
Tindal	\$27,500 per annum for all appointed crew officers to Tindal.

- (i) An employees primary place of residence must be in Tindal for the Aircrew to be entitled to the allowance. Additionally, employees who move to Tindal will only be entitled to the location allowance if they are required to reside there for work purposes.
 - (ii) The onus of proving the primary place of residence rests with the employee. Primary place of residence will be defined as: to live permanently or for a considerable time in or at a particular place.
 - (iii) An employee who is currently in receipt of the Tindal allowance, shall continue to be entitled to the allowance as a result of the above provisions coming into effect.
 - (iv) Flexibility agreements may be considered on a case by case basis.
- (b) Employees who are required to work in East Timor will receive an allowance for each hour spent in East Timor as per schedule 2 of this agreement.
- (c) For operations that are considered remote or overseas the Company and employee representatives shall agree to an appropriate allowance.

22.5 Daily Travel Allowance (DTA)

An employee on a tour of Duty Away will be paid a DTA in accordance with Schedule 2 per day from the day they depart, until the day they return to, the primary domestic airport in the Home Base city. DTA shall be paid under either of two (2) scales, determined by whether or not the Company supplies meals.

22.6 Front Seat Single Pilot IFR Allowance (SPIFR)

The annual allowance will be paid in accordance with Schedule 2 whenever a suitably qualified SAR Aircrew Officer who is working in support of Single Pilot IFR Front Seat Operations on a permanent/appointed basis. The daily allowance, also referenced in Schedule 2 will be for eligible Technical Crew Officers who perform this function on an ad hoc basis.

22.7 Transport Allowances and Reimbursements

(a) Provision of Transport for Duty Travel

The Company shall make every reasonable effort to provide suitable transport for all Duty Travel at no expense to the employee. Unless the Company provides transport, the costs of

approved travel required for Company business by means of using taxi cabs or public transport will be reimbursed by the Company in accordance with the Company Expense Reimbursement Policy.

(b) Use of Own Vehicle

No employee will be required to use their private vehicle for Company's business unless the employee so agrees. If the employee so agrees, they will be paid a Mileage Allowance in accordance with Schedule 2 per kilometre travelled. The employee will also be reimbursed for any out of pocket expenses for parking and toll charges that are substantiated by a tax invoice.

22.8 Airport Transfers when Touring

- (a) An employee required for a tour of Duty Away will be reimbursed toward the cost of travel between his or her home and the airport of departure. The calculation of the reimbursement for such travel costs will be one of the following:
- (i) If the employee chooses to use his or her own vehicle for this purpose, the employee will be reimbursed:
 - a Mileage Allowance in accordance with Schedule 2 per kilometre travelled. The employee must substantiate the distance claimed; and
 - any out of pocket expense for parking and toll charges that are substantiated by a tax invoices.
 - to a combined maximum in accordance with Schedule 2 per tour (i.e. a return journey between home and the departure airport).
 - (ii) Alternatively, if the employee uses any other form of transport for this purpose the maximum reimbursement will be in accordance with Schedule 2 per tour (i.e. a return journey between home and the departure airport). The employee must provide appropriate tax invoices to verify the actual cost of such transport.
- (b) Where the Company provides accommodation away from an employee's Home Base, the Company will provide the employee with transport, free of cost, between the place of accommodation and the airport or place of work.

22.9 Camping Out Allowance

Where an employee is required to camp out in the course of their duties a camping allowance will be paid in accordance with Schedule 2. Camping equipment of a suitable standard will be supplied and all messing and other arrangements will be organised by the Company. This allowance is instead of and is not cumulative upon the unsuitable accommodation allowance prescribed by subclause 22.10.

22.10 Unsuitable Accommodation Allowance

Where Suitable Accommodation cannot be provided, the Company will pay the employee an 'Unsuitable Accommodation Allowance' in accordance with Schedule 2. The payment of this Allowance does not enable the Company to avoid its obligation of providing suitable Accommodation if it is available. This allowance does not apply to overseas operations.

22.11 SAR Callout Allowance

(a) Home Base SAR Callout

- (i) An employee who is recalled to Duty out of their normal work hours to participate in an AusSAR search or rescue will be entitled to a 'SAR Callout' Allowance in accordance with Schedule 2.

- (ii) This allowance is not payable if the callout occurred within one (1) hour of the normal commencement or completion time of a rostered Duty, or when payment is claimed for a 'Split Shift' Allowance or an overtime payment in accordance with clauses 22.12 or 22.14

(b) Touring SAR Callout

An employee whilst on a tour of duty away, who is rostered on a single crew base, called out to respond to an AusSAR search and rescue, client medivac or technical emergency between the hours of last light and one (1) hour before first light the next day will be entitled to a 'SAR Callout' Allowance in accordance with Schedule 2. This allowance is instead of and not cumulative upon any Split Shift Allowance payable under clause 22.12 if the employee:

- (i) has completed a period free from Duty of at least ten (10) hours prior to the callout; or
- (ii) is not required to perform Duty on the day following the day on which the task commenced.

22.12 Split Shift Allowance

- (a) A Duty period is considered split ("Split Duty") when a significant gap occurs between successive Duty periods during which the employee is relieved of all Duty except the Standby component. To be considered a Split Duty for the purpose of Fatigue Risk Management the period between the Duty periods must be at least four (4) hours at suitable sleeping accommodation. Any travel to and from the suitable sleeping accommodation must be added to the minimum four (4) hour period between Duty.
- (b) If an employee is required to work a Split Duty as defined above and as applied in the applicable Work Practices, that employee may be entitled to a 'Split Shift' Allowance in accordance with Schedule 2, the amount varying dependant on the circumstances and the Work Practice under which the Shift was performed as follows:

(i) Work Practice 4 Subject to Clause 22.12

- if a Split Duty is worked, the employee is entitled to a Split Shift Allowance; and
- if a Split Duty is worked that involves work between 2200 and 0600, an additional Split Shift Allowance is payable.

(ii) Work Practice 1

Subject to clause 22.12 (b) (i), if a Split Duty is worked that involves work between 2200 and 0600; the employee is entitled to a Split Shift Allowance.

22.13 EMS Allowance

- (a) The annual EMS Allowance will be payable to an EMS Aircrew Officer who is rostered to work on a regular EMS base as stipulated in their employment contract or letter of appointment, refer Schedule 2.
- (b) SAR aircrew who are rostered to work on an EMS Base are eligible to receive a daily allowance for time worked at that base (Refer Schedule 2).
- (c) Employees working a 24 hour shift operations are eligible for 24 hour shift operations allowance. (Refer WP2)

22.14 Overtime

- (a) Overtime rates as per Schedule 3 are payable when an employee agrees to work on their day off or works in addition to their rostered time.
- (b) Overtime rates are not payable in accordance with clause 22.14 (a) when the employee takes the option to take the day off in lieu at a later date. In this case the employee shall be paid their ordinary rate of pay.
- (c) For employees working overtime at home (fixed base), then the At Home overtime day rate will apply. For hours worked over 10 hours, in addition to the at home day rate, an hourly rate can be claimed as defined in Schedule 3. Overtime.
- (d) For employees working overtime on Duty away (touring), then the Duty Away overtime day rate will apply. For hours worked over 12 hours, in addition to the Duty Away day rate, an hourly rate can be claimed as defined in Schedule 3. Overtime. (For clarity, it is not intended for standby).
- (e) For a shift which is cancelled, compensation will be made for the hours originally rostered for that proceeding day, if cancellation is made after 1900.

22.15 Work Practice 4

Where an employee working on a fixed base roster is asked and agrees to a roster change within 14 days (clause 28.1), a payment in accordance with Schedule 2 per shift is paid.

22.16 Work Practice 6 and Work Practice 2 Allowance

- (a) When an employee working on Work Practice 2 or Work Practice 6 is still on duty passed their nominated Shift finish time, the Employee will be entitled to an overtime payment as prescribed by Schedule 3 for each hour or part thereof beyond nominated Shift finish time.
- (b) If an Employees shift proceeds longer than four (4) hours beyond the Employees nominated Shift finish time the Employee will be paid a 'Home Base' Rate per shift worked' overtime payment in accordance with Schedule 3 of this Agreement in lieu of the entitlement in 22.16 (a) above.
- (c) The overtime periods detailed in this clause are inclusive of the 30 minute period required for post flight administration.

22.17 All Purpose Allowance

An All Purpose payment as outlined in Schedule 2 will be payable to an employee who is qualified to perform or holds one or more of the following

- Multi aircraft endorsement;
- Auto Hover;
- Forward Looking Infrared (FLIR).

22.18 Night Vision Goggle (NVG) Allowance

An employee who is qualified in the use of NVG and is required to use NVG as part of their duties is entitled to an NVG payment as outlined in Schedule 2.

22.19 DFES Intensive Care Crew Officer (DICC) Allowance

An employee who is required to operate on the DFES contract will be entitled to the DICC allowance as outlined in Schedule 2.

PART 5: SUPERANNUATION, INSURANCES AND RELATED MATTERS

23. SUPERANNUATION

23.1 Superannuation Legislation

- (a) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) If the relevant superannuation legislation is amended or repealed during the term of this Agreement and the effect is to reduce the required Company contribution rate, the Company contribution rate to the Fund in the case of an employee shall be maintained at the rate immediately prior to the amendment or repeal.

23.2 Selection of Fund

- (a) Under the legislation, an individual employee has the right to nominate their own superannuation fund.
- (b) Should an employee not present a Superannuation fund to be paid into, the Company will deposit that employee's superannuation contributions into the default Fund, which is the CHC Helicopters (Australia) Superannuation Plan, a sub-plan of the Mercer Super Trust.

- (c) **Fund Withdrawals**

Employees should consider the effect of a withdrawal/transfer of funds and the investment earnings on those funds from the default Fund. Where an employee contributes to the default Fund, and on that basis is entitled to the Group Life Insurance provisions provided by this Agreement, any subsequent withdrawal/transfer from the default Fund and the investment returns thereon will be deducted from the benefit otherwise payable to the employee or the employees' estate under the Group Life Insurance provisions of this Agreement pursuant to clause 24.

23.3 Ordinary Time Earnings and Fund Contribution

- (a) The Company will contribute to the employee's nominated or default Fund, on behalf of the employee, superannuation at the rate determined by superannuation legislation on an employee's Ordinary Time Earnings as defined by legislation and/or ATO rulings.
- (b) If an employee withdraws funds from nominated superannuation fund in clause 23.2, the withdrawn amount and investment returns thereon will count towards the calculation of the five (5) times salary life insurance provisions as outlined in clause 24.

24. GROUP LIFE INSURANCE

- 24.1 Effective from the date of approval of this Agreement and subject to the provisions of this clause, the Company will provide each of its permanent full-time employees with death and total and permanent disability insurance for a benefit of not less than less than five (5) times their Gross Annual Salary over and above any entitlement due under any workers' compensation legislation applicable to the employee.

- 24.2 Provision of a benefit not less than that prescribed in this clause under a superannuation scheme will meet the intention of this clause.
- 24.3 Provision of the benefit will be dependent upon the employee joining the Company nominated superannuation fund, the terms and conditions of the relevant insurance policy or policies and the employee providing any health or other evidence required by the insurer. Any costs incurred by the employee in meeting these requirements are the responsibility of the employee.
- 24.4 The insurance benefit applicable in clause 24.1 will be paid in accordance with the provisions of the Trust Deed of the Company nominated superannuation fund providing the insurance. Receipt or receipts for the death benefit payable from the superannuation fund will terminate the Company's obligation under this clause.
- 24.5 Should the Company nominated superannuation fund's insurer reject a proposal for cover of an employee under this clause, and should the employee be able to obtain his or her own insurance, the employee will be reimbursed for such insurance up to \$600 per annum (exclusive of GST) upon lodgement of a claim by the employee. Payment of this allowance will be deemed to discharge the Company's obligation in this sub-clause.
- 24.6 The insurance benefit referred to in sub-clause 24.1 is subject to the following limitations:
- (a) the benefit will be reduced to the extent that the benefit payable under the relevant insurance policy or policies is reduced or excluded under the terms of the policy unless such a reduction or exclusion results solely from the Company defaulting on the payment of premiums or from the Company failing to secure an appropriate policy; and
 - (b) the benefit will not be payable if death or disability occurs as a result of an accident or incident occurring while engaged in paid employment or work as an independent contractor in the aviation industry other than with the Company; and
 - (c) the benefit payable may be reduced in certain circumstances - refer sub-clause 24.2.

25. INCOME PROTECTION INSURANCE

- 25.1 Subject to the provisions of this clause, the Company will fund the cost of income protection insurance for all permanent full-time employees.
- 25.2 The benefit payable under this insurance will be a minimum of 75% of the employee's Gross Annual Salary plus all allowances paid at the employees' Home Base for a period of five (5) years or to age 65, whichever occurs earlier, in the event of illness or injury and after a waiting period of 90 days.
- 25.3 Provision of the insurance is subject to the insurance policy terms and conditions (including any exclusion) and the employee providing any health or other evidence required by the insurer. Any costs incurred by the employee in meeting these requirements are the responsibility of the employee.
- 25.4 The insurance benefit referred to in sub-clause 25.1 is subject to the following limitations:
- (a) the benefit will be reduced to the extent that the benefit payable under the relevant insurance policy or policies is reduced or excluded under the terms of the policy unless such a reduction or exclusion results solely from the Company defaulting on the payment of premiums or from the Company failing to secure an appropriate policy; and

- (b) the benefit will not be payable if disability occurs as a result of an accident or incident occurring while engaged in any paid employment or work including as an independent contractor in the aviation industry other than with the Company.

26. WORKERS COMPENSATION MAKE-UP PAY

- 26.1 In addition to any statutory entitlements to Workers' Compensation, an employee will be paid "make-up" pay.
- 26.2 Make-up pay will:
 - (a) be an amount of money equal to the difference between the employee's Workers' Compensation entitlements and the amount of the usual salary that they would have received for ordinary time had they been at work for the period concerned. Provided that it will not apply during the first five or aggregate five working days of incapacity resulting from an injury nor will it apply during any period of paid leave;
 - (b) be payable for a maximum period or aggregate of periods in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury;
 - (c) be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the employee and the Company.
- 26.3 If, for the purposes of sub-clause 26.2 (a) above, no specific earnings figure is otherwise ascertainable, the figure used will be the average of ordinary time earnings over the previous three months or such lesser period of time during which the employee has been employed.
- 26.4 Nothing in this clause will affect the right of the Company to terminate an employee's employment in accordance with clause 30 provided that no employee will be terminated as a result of their having received make-up pay or a means of avoiding make-up pay obligations.
- 26.5 In the event that an employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the Company to pay makeup pay will cease from the date of such redemption.
- 26.6 Where the employee recovers damages from the Company or from a third party in respect of a compensable injury independently or statutory entitlements, he/she will have no further make-up pay entitlements in respect of the injury.
- 26.7 This clause will apply in respect of compensable injury suffered on or after the date of this Agreement.

27. INDEMNITY INSURANCE

- 27.1 The Company will indemnify and keep indemnified the employees or employee's estate from all claims, demands, writs, summonses, action, suits proceedings, judgements, orders, decrees for damages, costs, losses and expenses which the employees may suffer or incur, in connection with:
 - (a) loss of life;
 - (b) personal injury to any person; and
 - (c) damage to property of any person;

arising from or out of any neglect, fault or omission by the employee within the course of employment with the Company.

- 27.2 Should it be determined that the employee is guilty of deliberate neglect he/she will not be entitled to the indemnification of sub-clause 27.1.
- 27.3 Except in the case of negligence or poor performance, the Company will pay for all fines levied by CASA in accordance with the Civil Aviation Orders or Civil Aviation Regulations.

PART 6: ROSTERS AND HOURS OF WORK

28. ROSTERS

- 28.1 Rosters will be compiled in accordance with the Work conditions to cover a period of at least 14 days and will be published on the Company intranet or Company Online Rostering System. Rosters may be published for longer periods; however those periods beyond the first 14 days are subject to amendment. Amendments made within 14 days are by mutual consent between the Company and the employee.
- 28.2 Any FCM who considers that a CARs / CAOs or FRMS breach is inherent in the roster should advise the base manager or their delegate immediately.
- 28.3 Rosters shall be updated regularly with any deployments and/or changes. The Company will endeavour to publish rosters as far in advance as possible bearing in mind 28.1.
- 28.4 Rosters will nominate Duty periods, i.e., Day or Night shift, Reserve, Leave, Day or Night Standby and Off days. Typical start and finish times will be published in the Local Base Operating Procedures (OMC Part C, Rostering Plan), however shift start/finish times may be adjusted with at least 14 days' notice.
- (a) For touring purposes, rosters will nominate the Duty Away period, shifts within this period are subject to change within a 14 day period subject to the following conditions:
- (i) Any change must be the direct result of a change in operational requirements of the employee's rostered tour
- (ii) Once the employee has begun an Off Duty Period, they cannot be recalled to work prior to the start of their next designated shift period unless by mutual consent
- 28.5 Accumulated field leave in excess of 14 days may be rostered on up to 7 consecutive days by the Company with 14 days notice.
- 28.6 Accumulated field leave up to 7 days may be requested and granted by the Base Manager at short notice due to changes in client requirements, provided it does not affect continuity of service to client or the operational readiness of the base.
- 28.7 Short notice field leave options may also be considered by both parties due to changes in client requirements provided it does not affect the continuity of service to the client nor the operational readiness of the base.
- 28.8 If accumulated field leave is rostered under this clause for four (4) consecutive days or less, employees will remain entitled to any published off home days without also losing those days from their field leave balance. If accumulated field leave is rostered under this clause for greater than four (4) consecutive days, any published off home days will revert to field leave days and as such, will be deleted from the balance of field leave days owed.
- 28.9 An employee is not obligated to work on an off home day or leave day, however if at Company request and the employee agrees to do so, the employee may choose compensation by one of the following options:
- (a) The day will become a normal Working day and the employee will receive a day off in lieu of the day worked or in the case of an annual day, a leave day credited to the employee; or

- (b) Except as provided for employees working in clause 22.14, the employee shall be paid an overtime payment as defined in Schedule 2 for every Shift worked. The away from home overtime rate shall be used when the employee works overtime while Touring (as defined), when the employee works overtime at a base that it not their home base, or when he/she works on an annual leave day. An employee shall not be requested to attend work whilst on a period of Long Service Leave.
- (c) Touring employees, will not be eligible for additional payment or days in lieu for working an off away day whilst on a tour of duty, except where eligible for overtime while on duty refer clause 22.14.
- (d) Except as provided for employees working Work Practice 2 in clause d below, the employee shall be paid an overtime payment as defined in Schedule 2 for every Shift worked. Employees choosing this option shall not be entitled to an off home day in lieu of the day worked and shall be annotated as duty on the employee's flight and duty record, the employee's roster will reflect Casual or Field Leave Casual.
- (e) Employees working Work Practice 2 shall be paid two overtime payments for every 24 hr 'Standby' Shift worked and one (1) overtime payment for every 14 hour 'Reserve' Shift. If the employee is requested and agrees to be recalled from leave to work overtime, leave deducted will be calculated on the same basis. (As an example, an employee who agrees to be recalled from leave for overtime for a full six (6) day roster cycle will therefore be paid nine (9) days overtime payment, but shall have the three (3) days off following the cycle deducted from their corresponding leave type).

28.10 Where a Duty period is cancelled and the employee is notified at or before 1900 hours on the preceding day, then the day of the cancelled Duty period may be regarded as off home.

28.11 An employee on Reserve/Standby at Home will be contactable prior to their designated Reserve/Standby at Home period and will report for the appointed Duty no later than one hour after being contacted. The Company will specify the commencement and finishing time of the Reserve/Standby at Home period noting the working hours requirements of the specific Work Practice as prescribed in this Agreement. , the duration of which will not exceed that prescribed in the applicable Work Practice as prescribed in this Agreement.

28.12 Any accrued off home days not given as provided in this Clause will be payable to an employee upon termination of employment at an amount equal to 1/365th of the employee's Gross Annual Salary for each day or days.

28.13 Where Work Practice 1/ 1A is adopted on an ad hoc or temporary basis at the employee's Home Base, the employee shall accrue Field Leave. It is agreed that this practice does not prejudice the right of the parties to claim alternate Work Practices if and when a permanent change to working hours is sought at a Home Base.

29. WORK PRACTICES

29.1 It is the expectation that Aircrew/Rescue will work in accordance with the Work Practices. Crew Work Practices give guidance to employees on expected or planned rostering schedules. Work Practices offer predictability for crews and in the absence of FAID availability, ensure that Peak Fatigue Score (PFS) should remain less than 75.

29.2 General Limitations (Unless specified in a Work Practice)

- An employee shall be on Duty no more than 102 hours in 16 consecutive days.

- An employee shall be on Duty no more than 96 hours in 15 consecutive days.
- An employee shall be on Duty no more than 90 hours in 14 consecutive days.
- The employee shall not fly more than 9 hours in a 24-hour period.
- The employee shall not fly more than 30 hours in 7 consecutive days.
- The employee shall not fly more than 900 hours in 365 consecutive days.
- Ensure that breaks between Work Practices Shifts enable employees to have a minimum of eight hours continuous break before resuming Duty.
- Ensure that the employees have a minimum of 10 hours continuous break to compensate for late night and early morning operations. (Late night and early morning operations are defined as operations between the hours of 2200 and 0600 hours).
- Employees shall not be rostered for more than 2 consecutive days during which the Duty period will permit a continuous off Duty period of less than 10 hours.

29.3 CHC Explanatory notes on split duty

- Both the FAID and the Flight & Duty Time Record shall be completed indicating the 2 distinct Duty periods.
- The employee may be required to and is deemed to be on Standby during the split Duty.

29.4 Work Practice 1

- (a) The Company may roster an employee based upon a 28 (15/13) day cycle subject to the following conditions:
- (b) This work practice does not apply to, or impact the EMS crew personnel, unless required for a declared state emergency deployment, or similar
 - When required to be on Standby an employee shall not perform Duty for an aggregate period greater than 12 hours elapsed in any 24 hours.
 - Employees may be required to be on Standby for the duration of the tour.
 - Aggregate Duty time shall not exceed 102 hours in any tour of Duty.
 - Aggregate flight time shall not exceed 60 hours in any tour of Duty.
 - On the completion of a tour of Duty, the employees will be required to have one day off for each five-day block worked.
 - Duty may only be split once in any 24 consecutive hours.
 - The period from commencement of Duty to final completion of any split Duty shall not exceed 16 hours for two pilot operations or 15 hours for single pilot operation or a combination of single and two pilot operations.
 - Split Duty should not be rostered on consecutive days if the period from commencement of Duty to final completion of any split Duty exceeds 12 hours.
 - Split Duty shall not be conducted on more than 3 occasions in 14 days if the period from commencement of Duty to final completion of any split Duty exceeds 12 hours.

29.5 Work Practice 1A

- (a) The Company may roster an employee on this roster condition for offshore SAR, ADF deployments or short notice to respond operations (<1 hour Notice to Move).
- (b) This work practice does not apply to or impact the EMS crew personnel, unless required for a declared state emergency deployment, or similar.
- (c) CHC Helicopters may roster an employee subject to the following conditions:
 - An FCM may perform up to 12 hours duty in any shift period.
 - An FCM may perform a shift period of up to 26 hours.
 - A FCM may not exceed 50 hours cumulative duty in 7 consecutive days.
 - An FCM may perform a tour of duty of up to 21 consecutive days, by mutual agreement
 - An FCM must have 1 day off duty for each 5 days of a completed tour of duty, or part thereof.
 - If an FCM conducts a tour of duty greater than 16 days, they must have an off-duty period of at least 6 consecutive days.
 - While on standby at work, the 4-hour requirement for split duty does not apply and duty periods can be split when the FCM completes duty and returns to suitable sleeping accommodation.
 - For short notice to respond operations, tours can be in excess of 8 days after consultation with the FOM and by mutual agreement by the FCM and in accordance with the FRMS.

29.6 Work Practice 2

RESERVED

29.7 Work Practice CHC 4

The Company may roster an employee based upon a 7-day cycle (5/2) subject to the following conditions:

- Employees may not be rostered for more than 11 hours of continuous Duty.
- Employees may be rostered for Duty on any of 6 consecutive days.
- An employee will receive 4 days free from all duties in every 14-day period, taken in periods of 2 consecutive days unless agreed otherwise between the employee and the Company.
- Aggregate Duty time will not exceed a total of 54 hours in any 6 consecutive days
- Aggregate Duty time will not exceed a total of 90 hours in any 14 consecutive days.
- An employee may be rostered for 15 hours Standby. The total time from the start of the Standby period till the end of the subsequent Duty period must not exceed 22 hours.
- Standby and Duty time combined of more than 12 hours should not be rostered on more than 2 consecutive days nor conducted on more than 3 occasions in 14 days.

- The period from commencement of Duty to final completion of any split Duty shall not exceed 15 hours.
- Split Duty shall not be conducted on more than 2 consecutive days and no more than 3 occasions in 14 days.
- Under this Work Practices, if an employee is rostered on Standby overnight then that Standby would count as their Shift for the first day. If the employee is then rostered in for Duty immediately after the Standby Shift then that would be the Employee's Shift for the second day. The employee would then have the following night off as he/she has already worked on that day.

29.8 Work Practice 6

The Company may roster an employee for duty under this Work Practice subject to the following conditions:

- Duty will be recorded from the despatch call to 30 minutes after the flight and the crew has returned to suitable sleeping accommodation.
- All other Duty may be performed by the employee as required by CHC during the rostered Standby period
- The roster shall consist of an eight (8) day shift cycle comprising:
 - (a) Two (2) periods of day standby (10 - 12 hours) commencing between 0700 hours and 1000 hours local time; followed by,
 - (b) Two (2) periods of night standby (12 - 14 hours) starting between 1700 hours and 2000 hours local time followed by four (4) days off.
- Aggregate Duty time during the eight (8) day roster cycle shall not exceed fifty-four (54) hours.
- Aggregate flight time during the eight (8) day roster cycle shall not exceed thirty (30) hours.
- Where, as a direct result of an operational requirement the aircraft is required to be operated away from its nominated Home Base, the employee may, during the course of the roster, revert to other Work Practices in this Agreement. The employee's Duty and flight time records shall clearly indicate the Work Practice in use.
- During the period of standby undertaken at work, an employee must have unrestricted access to suitable sleeping accommodation.

29.9 Work Practice 7

The Company may roster an employee on Work Practice 7 when completing the following:

- Non flight related training, i.e. SIM, TBOSIET (including travel);
- Prolonged admin duties
- Travel to/from the training and duty completed whilst training must be recorded by the employee to maintain visibility of the cumulative limits when returning to flight duties.
- On completion of training and prior to the commencement of any flight duties, an employee must comply with all requirements specified in the FRMS (relevant Work Practice limitations).
- A WP7 roster will be dependent on the rostering circumstances.
 - Home Base – a typical roster of 5 days on, 2 days off
 - Duty Away – an employee may perform a tour of duty up to 21 consecutive days. An employee will have 1 day off for each 5 days of a completed tour of duty, or part thereof.

29.10 Duty Away from Home Base

- (a) An employee on duty away from home base for a continuous period of more than one day will be entitled to accommodation, meals and transport in accordance with this Agreement.
- (b) A period of duty away from home base may be planned and implemented up to a maximum of 15 calendar days duration. A tour may be subsequently extended by mutual agreement between the employee and the Company in accordance with the Work Practice.
- (c) Unless specifically engaged on a shorter tour, an employee on a tour away from home base will be employed on the basis of a 28-day cycle of duty, consisting of fifteen days away and thirteen days Field Leave. Field Leave is to be taken at the employee's home base and is in addition to the entitlement of 42 days annual leave per annum.
- (d) Any accrued Field Leave under this clause will be taken immediately upon return to home base (these accrued days are inclusive of Saturdays, Sundays and Public Holidays) However, such Field Leave may to be taken at an alternative time mutually agreed upon between the employee and the Company, or as otherwise provided in this Agreement.
- (e) Any accrued Field Leave not given as provided in this clause will be payable to an employee upon termination of employment at an amount equal to 1/365th of annual salary for each day or days.
- (f) Methods of achieving correct ratios between periods of duty away from home base and days off may be agreed between the majority of affected employees and the Company provided the principles set out in this clause are adhered to.
- (g) The minimum period away from home base to be classified a tour must include at least one full night away to be eligible for DTA and field leave.
- (h) An employee on a tour whose tour is extended [other than by a mutual agreement reached] so that the employee works or travels on a day that had previously been rostered off (as Field Leave) will be entitled to choose one of the following options. Either:
 - (i) the day will become a normal working day and the employee will receive a day off in lieu of the day worked; or
 - (ii) the employee will be paid an overtime allowance for the day. An employee receiving the overtime allowance shall not be entitled to field leave accruals for the day nor to receive a day off in lieu of the day worked and shall be annotated as duty on the employee's flight and duty record, the employee's roster will reflect Casual or Field Leave Casual.
- (i) An employee who is required to undertake a tour that is longer than six days away will be entitled to:
 - (i) at least one full day off in the four days preceding the tour if at least 14 days' notice of the tour is given by the Company; or
 - (ii) at least two days off in the four days preceding the tour if at least 14 days' notice of the tour is not given by the Company, but this may be reduced to one day off by agreement with the employee concerned.

The days off in this sub clause will be one of the entitled rostered days (i.e. an 'off home' day or a field leave day), not an additional day off.
- (j) An employee on tour may be required to be on reserve for the duration of the tour. During any period of reserve, the employee must be provided with adequate rest and sleeping facilities.

PART 7: TERMINATION OF EMPLOYMENT

30. TERMINATION OF EMPLOYMENT

30.1 Notice of Termination by Company

- (a) The Company must give an employee four (4) weeks' notice to terminate his or her employment.
- (b) In addition to the notice as described in the clause above, employees over 45 years of age at the time of the giving of notice who have at least two (2) years continuous service are entitled to additional notice of one (1) week.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (d) The calculation for payment made in lieu of notice will be based on the salary for ordinary time the employee would have worked during the notice period.
- (e) The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of employees engaged for a specific period of time or for a specific task or project.

30.2 Notice of Termination by Employee

An employee must give the Company four (4) weeks' notice in order to terminate his or her employment. Failure by an employee to give the required notice will entitle the Company to withhold monies due to the employee on termination to the value of the number of day's salary for which the notice has not been worked.

30.3 Time Off During Notice Period

Where the Company has given notice of termination to an employee, the employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with the Company

30.4 Payment in Lieu

If the Company makes payments in lieu for all or any of the period of notice prescribed, then the period for which such payment is made will be treated a service for the purposes of computing any service related entitlement of the employee arising under to this Agreement.

30.5 Abandonment of Employment

An employee who is absent from work for three (3) consecutive days of duty without advising the Company and obtaining the Company's approval will be deemed, to have abandoned employment and the contract of employment will be deemed to have been terminated.

31. REDUNDANCY

'Redundancy' in this Agreement means the loss of employment due to the Company no longer requiring the job the employee has been doing to be performed by anyone. Redundancy of employees shall be taken

from the affected contract/s of the Company and will be selected in accordance with the agreed process as outlined in Appendix 3.

31.1 Period of Notice of Termination on Redundancy.

If the employment of an employee is to be terminated due to redundancy the employee will be given notice of termination as prescribed by clause 30.1 of this Agreement.

31.2 Redundancy Pay

Subject to clause 31.3 and 31.4, in addition to the period of notice prescribed for termination in clause 30.1, an employee whose employment is terminated by reason of redundancy must be paid the following:

- (a) For an existing employee who commenced their employment before the approval date of this Agreement, an amount of two (2) Week's Pay for each completed year of service, up to a maximum of 40 Week's Pay, with a minimum entitlement of four (4) Week's Pay.
- (b) A new employee who commenced their employment after the approval date of this Agreement, an amount in accordance with the NES.

31.3 Comparable Alternative Employment

Where the Company is successful in finding the employee comparable alternative employment either within the Company or outside the Company, the Company will not be obliged to pay Redundancy pay to the employee.

31.4 Transfer of Employment Situations that affect the Obligation to Pay Redundancy Pay

- (a) If sub-section 22(5) of the Act applies (which deals with the recognition of and continuity of an employee's service) to a transfer of employment in relation to an employee, an employee is not entitled to redundancy pay under clause 31.2 in relation to the termination of their employment.
- (b) An employee is not entitled to redundancy pay under clause 31.2 in relation to the termination of their employment with the Company if the employee rejects an offer of employment made by another employer (the second employer) that:
 - i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than the employee's terms and conditions of employment with the Company immediately before the termination; and
 - ii) recognises the employee's service with Company, for the purpose of this Act; and
 - iii) had the employee accepted the offer, there would have been a transfer of employment in relation to the Employee as defined by the Act.
- (c) If, upon an application by the employee to FWC, FWC is satisfied that sub-clause 31.4 (b) operates unfairly to the employee, it may order the Company to pay the employee a specified amount of redundancy pay (not exceeding the amount that would be payable but for sub-clause 31.4 (b)) that FWC considers appropriate. In those circumstances, the Company shall pay the employee that amount of redundancy pay.

EXPLANATORY NOTE

CHC wishes to explain the proposed operation of clause 31.4 regarding redundancy.

The clause proposes that in the event CHC sells its business (or part of it) to another employer, an employee of CHC will not get redundancy pay from CHC if the new employer offers a job on terms and conditions no less favorable than the employee's current terms and that the new employer recognises the employees service with CHC as being service with the new employer. This concept is consistent with the National Employment Standards and the law as it stands. The clause also provides an ultimate protection for an employee in that Fair Work Australia can intervene

if the clause is applied in a way that is not fair to an employee (for example if the employee believes that the new job/conditions are not as good as what they had).

The clause does not try to deal with everything if there is a sale, because the Fair Work Act 2009 deals with all other issues as a matter of law.

Items covered by the Fair Work Act 2009 but not limited to include: -

- *The CHC enterprise agreement transferring with the employee to the new employer, and the new employer having to pay under those terms and conditions*
- *CHCs obligation to pay out an employee's annual leave, or to transfer that annual leave in full to the new employer*
- *The new employer's obligation to accept the employee's sick leave accrual*
- *CHCs obligation to pay out any accrued LSL, or to transfer that long service leave in full to the new employer*

31.5 Employees Leaving During Notice

An employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice and, if so, be entitled to the same benefits and payment under this clause had they remained with the Company until the expiry of such notice. However, in such circumstances the employee is not entitled to payment in lieu of the notice not worked.

31.6 Written Notice

The Company will, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) the date and time of the proposed termination of the employee's employment;
- (b) details of the monetary entitlements of the employee upon the termination of their employment including the manner and method by which those entitlements have been calculated;
- (c) advice as to the entitlement of the employee to receive assistance from the Company, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) advice as to the entitlements of the employee should he or she terminate their employment during the period of notice.

31.7 Transfer to Lower Paid Duties

When an employee whose job has become redundant accepts an offer of alternative work by the Company the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if their employment had been terminated. The Company may at its option, make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

31.8 Employee with Less than One year of Service

This clause will not apply to employees with less than 1 year's continuous service.

31.9 Employee Exempted

- (a) This clause does not apply in circumstances leading to dismissal for disciplinary or work performance reason.
- (b) Clause 31 does not apply to any of the following employees:

- (i) an employee employed on a fixed term contract, for a specified period of time, for a specified task, or for the duration of a specified season;
 - (ii) an employee whose employment is terminated because of serious misconduct;
 - (iii) a casual employee;
 - (iv) an employee (other than an apprentice) to whom a training arrangement applies (including cadets) and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - (v) an employee prescribed by the regulations of the Act as an employee to whom the NES for redundancy does not apply.
- (c) Sub-clause 31.9 (b) (i) does not prevent this part of the Agreement from applying to an employee if a substantial reason for employing the employee as described in that paragraph was to avoid the application of this Part.

31.10 Regards for Selection Criteria

The Company shall retain the ability to maintain employees with the appropriate skills, experience and ability to ensure effective operation on its contracts and bases, including check and training and line training crew. The selection criteria for redundancy is outlined in Appendix 3.

31.11 Remote Location Employees

An employee whose employment is terminated for reason of redundancy, and who was not recruited locally, will be entitled to:

- (a) Air travel for themselves and their dependants to the place of original recruitment within Australia, or at the employee's request a reimbursement for travel expenditure actually incurred in returning to that place of recruitment up to the equivalent cost of said travel; and
- (b) Payment from the Company in accordance with the Relocation Policy for expenses incurred in relocation to the place of original recruitment within Australia.

31.12 Superannuation Benefits

Superannuation benefits will be paid to an employee according to the applicable superannuation regulations

31.13 Incapacity to Pay

The Company, in a particular redundancy case, may make application to FWC to have the redundancy pay prescription varied on the basis of the Company's incapacity to pay.

PART 8: LEAVE PROVISIONS

In the event of any inconsistency between the Agreement and the NES where the NES provide a more beneficial entitlement, then the National Employment Standards will take precedence to the extent of the inconsistency for all NES covered entitlements.

32. NOTIFICATION OF ABSENCE

- 32.1 Whenever practicable employees must notify their Base Manager of their inability to attend work as soon as possible prior to their shift commencing. The notice must include the nature of the illness or injury and the estimated duration of the absence.
- 32.2 In the case of carers leave the notice must include the name of the person requiring care and support, their relationship to the employee and the reason for taking such leave.
- 32.3 In an employee is absent from work for three (3) days without notifying their Base Manager, then it will be considered that the employee has abandoned their employment.
- 32.4 Before the end of the fortnightly pay cycle or when the employee returns to work they must complete the Company's Leave Form" and attach the appropriate medical certificates or supporting documents. The form must be authorised by the employees Base Manager and forwarded to the Resource Department. Failure to correctly complete the application for leave form will result in all leave being classified as unpaid until the next pay period and satisfactory documentation is received.

33. PERSONAL / CARERS LEAVE

- 33.1 Paid personal leave is available to a full time or part time employee when they are absent:
 - (a) because the employee is not fit for work because of a personal illness or injury affecting the employee, or
 - (b) to provide care or support to a member of the employee's Immediate Family or a member of the employee's household, who requires care or support because of a personal illness or injury effecting the member, or for an unexpected emergency effecting the member. In normal circumstances an employee is not entitled to take personal/carer's leave where another person has taken leave to care for the same person.
- 33.2 Personal leave shall accrue and be credited to the employee in accordance with NES to a maximum of 10 days per completed year of service.
- 33.3 Personal leave accrued and not taken by an employee will accumulate, including all personal/carer's leave credits due at the commencement of this Agreement. Such personal/carer's leave credit will not be paid out on termination of employment.
- 33.4 An employee may be required to produce a medical certificate for any absence taken for personal/carer's leave. An employee will not be required to produce a medical certificate for personal/carer's leave where the circumstances would make it unreasonable for the employee to do so. In this case the employee must provide the Company with a statutory declaration or any other form of reasonable evidence to the satisfaction of the Company that substantiates the reason for the absence. The Company may grant personal/carer's leave for a maximum of three (3) days per year without the need for a medical certificate or other suitable evidence. Only two (2) of these three (3) days may be consecutive.

An employee must give the Company notice of the intended taking of leave under this clause. The notice must be given to the Company as soon as practicable (which may be a time after the leave has started), and the employee must advise the Company of the period, or expected period, of the leave.

- 33.5 If, in accordance with this clause an employee takes a period of personal/carer's leave, the Company shall pay the employee at the employee's Salary for what would have normally been the Employee's ordinary hours of work in that period.

33.6 Unpaid Carer's Leave

- (a) An employee who does not have an entitlement to paid carer's leave is entitled to two (2) days of unpaid carer's leave for each occasion (a **permissible occasion**) when a member of the employee's Immediate Family or household, requires care or support because of a personal illness or injury affecting the member, or an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave if the leave is taken to provide care or support as referred to in clause 33.1.
- (c) An employee may take unpaid carer's leave for a particular permissible occasion as a single continuous period of up to two (2) days; or any separate periods to which the employee and the Company agree.
- (d) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- (e) The notice and evidence requirements of clause 33.4 and 33.5 must be complied with.

34. ANNUAL LEAVE

34.1 Amount of Leave

- (a) An employee will accrue 42 days annual leave (inclusive of Saturdays and Sundays and Public Holidays) for each completed year of service.
- (b) The above period of annual leave compensates for any public holidays that may fall during any leave period in accordance with NES.

34.2 Payment for Period of Leave

If requested by the employee he/she will be paid in full for the period of leave to be taken before commencing such leave, otherwise he/she will be paid for the leave on a fortnightly basis in line with the regular pay periods.

34.3 Calculation of Service

In determining what is a complete year of service is in respect of an employee's eligibility for leave, or what amount of pro rata leave is due to them, any absence from duty other than absence due to annual leave, long service or paid personal/carers leave, will not count as service and the period of annual leave which may be granted to them will be subject to a deduction of 3.45 days for each 30 working days absence in excess of the absence allowed herein.

34.4 Recall from Leave

The Company will not be entitled to recall an employee from annual leave except by mutual agreement between the Company and such employee.

34.5 Payment of Annual Leave on Termination

An employee shall be paid out the balance of all annual leave accrual and entitlements up to and including their last day of employment in their final termination pay.

34.6 Leave Loading

An employee proceeding on annual leave will be paid in respect of the first four of the employee's six weeks' annual leave falling due each Year an annual leave loading equivalent to 17.5 per cent of salary as defined in clause 20 and 21 of this agreement.

34.7 Periods not Counted as Annual Leave

- (a) As of January 2010, the NES provides for periods not to be counted as annual leave if the employee is unfit due to personal illness or injury. For an employee to be able to re-credit the annual leave balance and debit their personal leave balance they must:
 - (i) have enough personal leave entitlement to cover the period of illness; and
 - (ii) advise the Base Manager and Planning Manager on the first day of illness/injury detailing the reason for illness/injury and the expected duration of illness/injury; and
 - (iii) provide a medical certificate certifying the period the employee was completely unfit due to personal illness/injury and the reason for illness/injury; and
 - (iv) fully complete the CHC leave application form, attached supporting documentation and submit to the Resource Department.
- (b) Failure to comply with all of the above will result in the employee not being able to re-credit their annual leave for the period of illness.

34.8 Annual Leave Roster

- (a) The Company will produce a rolling annual leave roster to ensure that annual leave is planned, applied for and equitably taken. To assist employees in understanding the leave opportunities available, the Company will, on a promulgated rolling annual leave planner, indicate the leave periods that will be available and those periods that will not be available in order to meet operational requirements. Employees may make written requests for annual leave consistent with the available periods.
- (b) Subject to the other provisions of this clause, confirmed rostered leave may only be changed by mutual agreement between the employee and the Company. Annual leave shall normally be taken within 15 months of it being credited.
- (c) By the 1st of September of each year, employees will submit three (3) Annual Leave preferences for a total of 42 days (i.e. Annual Leave accrued during the current year). The Annual Leave preferences shall be for the following year i.e. January 1st to December 31st).
- (d) By the 15th of September of each year all leave will be placed on the Annual Leave Roster ensuring operational needs are met and taking into consideration employees preferences as submitted as far as reasonably practicable.
- (e) The annual leave roster will indicate:
 - (i) What preference number the employee has been allocated (i.e. preference 1, 2 or 3)

- (ii) What periods of days are still available after preferences have been allocated and operational needs considered.
- (f) Where 2 (two) or more employees have requested annual leave for the same period, leave shall be rostered based on preference choices granted to the employee from the following year. (for example if employee A was granted their first preference and employee B was granted their 2nd preference last year then employee B would have priority over the period of time both employees requested for this year).
- (g) Any conflicts regarding the granting of leave at a base, over Christmas/New Year period (24 Dec – 2 Jan) will be resolved as per the paragraph above. If two (2) or more employees have equal rights under this clause, Christmas/New Year's annual leave will be granted to the more senior employee.

34.9 Taking of Excess Annual Leave

- (a) An employee whose annual leave balance is in excess of one completed year of service entitlement will either:
 - (i) be required to apply to take annual leave for the excess days entitlement in accordance with existing annual leave application guidelines.
 - (ii) may be rostered by the Company to take the excess annual leave.
- (b) The duration of Annual Leave rostered under this clause must be equal to or greater than one (1) roster cycle.

34.10 Granting and Deferring of Leave

- (a) Except as provided in this clause, when more than one employee applies for the same leave date(s) and this causes an operational conflict, preference will be given to such applicants in order as received by their respective Manager.
- (b) Notwithstanding anything in this clause 'granting and deferring of leave', any conflicts about the granting of annual leave over the Christmas/New Year period (24 Dec - 2 Jan) will be resolved in favour of the employee who least recently had the period granted.
- (c) An employee may apply for leave subsequent to the publishing of the leave roster as set out in clause 34.8. Initial approval of such leave shall be at the discretion of the respective Base Manager or Operations Manager based on the operational requirements of the Company. An employee working on Work Practice 2 who applies to take a single 24 hour 'Standby' Shift as leave will be deducted two (2) days of leave, but will retain all the off-home days at the end of his or her roster cycle.
- (d) Leave requests received under this clause will be granted or declined in writing in accordance with the following timetables:
 - (i) for annual leave requests submitted within 90 days of the proposed commencement of the leave – 14 days; or
 - (ii) for annual leave requests submitted longer than 90 days in advance of the proposed commencement of the leave – 30 days.
- (e) If subsequent to being allocated a period of annual leave on the roster an employee is Transferred to another location at the Company's direction, that employee is still entitled to take the leave at the time originally allocated.
- (f) If subsequent to being allocated a period of annual leave on the roster an employee successfully applies for a position on either another contract, at another base, or in another region, the Company may cancel the annual leave if it is reasonable to do so to meet operational requirements or to avoid conflict with another employee's allocated leave.

34.11 Voluntary Cashing Out of Annual Leave

- (a) An employee may apply to cash out their annual leave at any time subject to the following:
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than the equivalent of twenty-eight (28) days leave; and
 - (ii) an employee can only cash out the annual leave component that does not attract leave loading (known as recreation B leave on the leave roster)
 - (iii) each cashing out of a particular amount of paid annual leave must be made by a separate agreement in writing between the Company and the employee; and
 - (iv) the employee shall be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has cashed out; and
 - (v) the authority to approve cashing out of Annual Leave is with the Company.
- (b) An employee's accrued entitlement to annual leave will reduce by the amount of leave cashed out.

35. LONG SERVICE LEAVE

All employees will be eligible for long service leave in accordance with South Australian State Legislation. From September 1997, this will include the 'cash out' provisions as provided for in the amended South Australian *Long Service Leave Act 1997*.

36. COMPASSIONATE LEAVE

36.1 An employee is entitled to a maximum of three (3) days without loss of pay on each occasion and on production of satisfactory evidence of the death in or outside of Australia or to attend to a life-threatening illness or injury of the employee's Immediate Family or household member. For employees in remote locations the three (3) days will be in addition to travel time to and from their home base.

36.2 Notice and Evidence Requirements

An employee must give the Company notice of the need to take compassionate leave. The notice must be given to the Company as soon as practicable (which may be a time after the leave has started), and must advise the Company of the period, or expected period, of the leave.

36.3 An employee who has given the Company notice of the taking of compassionate leave for the purpose of attending to a life-threatening illness must, if required by the Company, produce a medical certificate. An employee who has given the Company notice of the taking of compassionate leave for the purpose of death of an immediate family or household member will be required to produce either a funeral notice or death certificate.

36.4 If, in accordance with this clause an employee takes a period of compassionate leave, the Company shall pay the employee at the employee's Salary for what would have normally been the employee's ordinary hours of work in that period.

36.5 Compassionate leave is non-cumulative.

36.6 For the purpose of this clause, an occasion is limited to each separate life threatening illness or injury sustained by the person concerned.

37. COMMUNITY SERVICE LEAVE

Entitlement to be absent from employment for engaging in Eligible Community Service Activity is in accordance with the NES.

38. FAMILY AND DOMESTIC VIOLENCE LEAVE

The entitlement to five (5) days unpaid Family and Domestic Violence leave is in accordance with the NES.

39. PARENTAL LEAVE

The entitlement to Parental Leave is in accordance with the NES. It is noted that social security government based safety nets may also apply to the Company and employees (such as the Parenting Payment (Cth)), but the legislation supporting such schemes does not form part of this Agreement.

Flexible Working Arrangements are provided in accordance with the NES.

40. DEFENCE FORCE LEAVE

Employees can apply to access accrued paid leave (Annual leave, Long Service Leave, Field Leave) during a period of Defence Force Leave. Employees are required to provide reasonable notice to the business of not less than 4 weeks prior to the commencement of the intended leave. All leave approvals will be based on operational requirements.

PART 9: OTHER CONDITIONS

41. TRANSFERS

- 41.1 An employee transferred to a new home base will be entitled to receive payments from the Company for all reasonable expenses incurred by the employee for the removal of the employee, his or her spouse and dependant children under 21 years of age. The Company will pay for the removal of up to 35 cubic metres per employee of their furniture, possessions and personal effects plus 5 cubic metres per spouse/dependant child. Removals shall be from one home base to another home base approved by the Company in advance or storage charges for such furniture or possessions, on production of receipts for expenditure.
- 41.2 An exception to clause 41.1 will exist in the following circumstance: If an employee successfully bids on an assignment within 3 years of a previously successful bid in which the transfer was at the expense of the Company he/she shall be responsible for the expense of that subsequent transfer.
- 41.3 When special circumstances arise, employees may be allowed additional expenses subject to the approval of the Company.
- 41.4 Where an employee is transferred to a new home base at the Company's direction, the employee will be entitled to suitable accommodation provided by the Company for a period of up to two weeks.
- 41.5 In the case of an employee being transferred to another base, at least one month's notice of such transfer will be given unless the employee consents to shorter notice.
- 41.6 An employee will not be transferred more than once every two years except by mutual agreement.

42. TRAVELLING AND ACCOMMODATION

- 42.1 Consultation between the Company and Employee Representatives will occur before establishing hotel accommodation and/or arrangements for meals at new overnight points or before changing existing arrangements for meals and/or accommodation.
- 42.2 As far as practicable all travel arrangements (including accommodation where the Company elects to provide same) will be made by the Company prior to the departure of the employee from his or her Home Base and all such arrangements will be made known to the employee prior to such departure.
- 42.3 If an employee is required by the Company to travel away from Home Base overnight he or she must be provided with reasonable class air travel, if required, and accommodation in accordance with the prevailing standards in the Company policy printed in Appendix 4 of this Agreement.
- 42.4 The Company policy may not be changed without consultation with and agreement of the employee Representatives. Such agreement will not be unreasonably withheld, and if agreement cannot be reached the matter will be resolved in accordance with the disputes resolution procedure in this Agreement.

43. TRAINING PROVISIONS

- 43.1 When approved by the Company and convenient to the operations, employees will be allowed time off without loss of pay for the purposes of attending examinations conducted by the Company and/or a Company approved external provider.

- 43.2 Employees will make themselves available for all training courses on aircraft operated by the Company.
- 43.3 The employee will not be required to pay for any training required by the Company for obtaining, maintaining or renewing of any qualification, standard or endorsement.
- 43.4 For new employees during period(s) that training and/or assessment occur away from the employees prospective new 'Home Base' an employee first joining the Company and undertaking their initial Transitional Training with the Company shall be entitled to 0.4 days field leave for each day away from 'Home Base'.

44. TRAINING BOND

44.1 This clause is intended to apply to those people employed by CHC from the signed date of this agreement. Those employees who were employed prior to the approval of the CHC Helicopter (Australia) Crewperson Enterprise Agreement 2020 – 2023 will not be impacted by this.

- (a) New employees employed after the operative date of this current agreement and the Company may enter into a Bond Agreement in the following instances:
- (b) A new employee is appointed to a position and is required to undertake endorsement or training to meet the requirements of the position and to enhance their personal qualifications and experience or
- (c) An existing employee applied to an EOI and is appointed to a new position with a requirement to undertake a new endorsement or training for the new position, subject to the criteria set in clause 44.1.

44.2 Conditions of Training

- (a) CHC will provide and fully pay for the Training, nominally valued and agreed in advance between the employee and the Company to be a value specified separately in a Bond Agreement between CHC and the employee as set out in Appendix 5.
- (b) In return for the benefits of the Training, the employee agrees to remain and continue in employment with CHC for a period not less than two (2) years for new employees and not less than one (1) year for existing employees (The Service period). The Service Period shall commence from the date that the employee receives their qualification applicable to the Training.
- (c) Should the employee resign within the Service Period, a pro rata value of the Training based on the Service Period not completed will become due to CHC ("Debt"). The Debt will be calculated in accordance with the terms of the Bond Agreement. CHC may, at its absolute discretion, waive the Debt (in writing) in cases of personal hardship or exceptional circumstances.
- (d) The employee agrees that any Debt incurred by him/her under a Training Bond with CHC may be offset and retained by CHC to be applied to any part of the Debt outstanding to CHC on the date of termination of the employees employment against any entitlements owed to the crewperson by CHC upon termination, and the employee hereby authorises CHC to offset, retain and apply any entitlements to the amount remaining of the Debt (if any) as at the date of termination of the employees employment. Any such offset does not waive or prejudice CHC's right to recover any outstanding portion of the Debt by other lawful means.

- (e) The operation of this clause is not intended to affect any contractual rights or obligations of CHC or the employee in respect to any previous training bond entered into between them. The clause is intended to operate prospectively in respect to any Training Bond entered into between CHC and the employee on and from the operative date of this Agreement.

45. PROTECTIVE CLOTHING AND UNIFORMS

Appropriate protective clothing and uniforms will be provided by the Company.

46. OPERATIONS IN WARLIKE AREAS

46.1 An employee will not be required to operate into hostile or warlike areas but the Company may request volunteers for such operations.

46.2 Prior to commencement of such operations the Company will confer with the employees involved regarding protection of such employees, additional insurance cover, allowances, accommodation, security and agreement on the employee's position if he/she is interned or imprisoned.

47. MEDICAL ASSISTANCE

When employees are required to work in remote locations the Company will make every reasonable effort to expedite their transportation to adequate medical assistance should they become ill or injured and such medical assistance be necessary.

48. PERSONAL FILES

Any personal file and/or employment record held by the Company in respect of an employee whether at the head office of the Company or at any base will be open to inspection by the employee or by the Representative with the authority of the employee during normal business hours with the Human Resource Manager's approval and provided that reasonable notice is given.

49. VACANCIES

When vacancies become available within the Company the following will occur:

- (a) the vacancy will be advertised internally on the Company's web site to enable existing employees to apply for the position, and
- (b) subject to all other qualities of the applicants being the same, the Company will give preference to an existing employee provided the Company is able to maintain effective and efficient coverage for existing contracts/clients when filling vacancies.

SCHEDULE 1 – SALARIES AND CASUAL DAY RATE

Salary increases detailed in this schedule are paid in accordance with clause 20.1 of this agreement.

The increases set for 1 July 2023 will be back paid within the first two pay periods after approval by FWC.

Rescue Crew				
	1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25
Year	Current	4%	3%	2.50%
RC1-2	\$73,164	\$76,091	\$78,374	\$80,333
RC3-4	\$74,992	\$77,992	\$80,331	\$82,340

SAR Aircrew				
Year	Current	1-Jul-23	1-Jul-24	1-Jul-25
1	\$82,581	\$88,026	\$92,067	\$93,665
2	\$84,493	\$89,972	\$94,046	\$95,864
3	\$86,404	\$91,916	\$96,024	\$98,061
4	\$88,314	\$93,860	\$98,003	\$100,259
5	\$90,222	\$95,801	\$99,977	\$102,453
6	\$92,129	\$97,741	\$101,951	\$104,646
7	\$94,016	\$99,661	\$103,906	\$106,818
8	\$95,849	\$101,526	\$105,803	\$108,925
9	\$98,914	\$104,645	\$108,976	\$112,450
10	\$101,111	\$106,880	\$111,251	\$114,699
11	\$103,309	\$109,117	\$113,527	\$116,993
12	\$105,507	\$111,353	\$115,802	\$119,332
13	\$107,704	\$113,589	\$118,077	\$121,719
14	\$109,902	\$115,825	\$120,352	\$124,153
15	\$112,100	\$118,061	\$122,627	\$126,637

SCHEDULE 1 – SALARIES AND CASUAL DAY RATE Continued

EMS Aircrew				
Year	Current	1-Jul-23	1-Jul-24	1-Jul-25
1	\$93,665	\$93,665	\$93,665	\$93,665
2	\$95,864	\$95,864	\$95,864	\$95,864
3	\$98,061	\$98,061	\$98,061	\$98,061
4	\$100,259	\$100,259	\$100,259	\$100,259
5	\$102,453	\$102,453	\$102,453	\$102,453
6	\$104,646	\$104,646	\$104,646	\$104,646
7	\$106,818	\$106,818	\$106,818	\$106,818
8	\$108,925	\$108,925	\$108,925	\$108,925
9	\$112,450	\$112,450	\$112,450	\$112,450
10	\$114,699	\$114,699	\$114,699	\$114,699
11	\$116,993	\$116,993	\$116,993	\$116,993
12	\$119,332	\$119,332	\$119,332	\$119,332
13	\$121,719	\$121,719	\$121,719	\$121,719
14	\$124,153	\$124,153	\$124,153	\$124,153
15	\$126,637	\$126,637	\$126,637	\$126,637

NB:

- Salary tables as above are referenced to year level and not to be confused with years of service with the Company.
- Employees currently capped at Year 9 of the salary table at the time of the Approval of the Agreement, will immediately move to Year 10, and will thereafter move up one level each 01 July until they reach the cap of year 15.
- EMS Air Crew Officer salaries will remain the same for the life of the Agreement, and in addition EMS Aircrew Officers will receive an EMS Allowance which will incrementally increase each year of the Agreement (refer Schedule 2). By the end of Year 3 of the Agreement term, all SAR and EMS Aircrew officers will align in base salary.
- Refer Clause 20.6 for transition of Rescue Crew to an Aircrew Officer position.

SCHEDULE 1 – SALARIES AND CASUAL DAY RATE Continued

Casual Employee/Daily Rate (12 Hours)	Increase	Rescue Crew	Aircrew
Previous	5.1%	\$447.24	\$533.90
1-Jul-23	4%	\$465.13	\$552.50
1-Jul-24	4%	\$483.73	\$571.85
1-Jul-25	2.5%	\$495.83	\$584.25

NB: Casual employee day rates include 25% casual loading.

SCHEDULE 2 – ALLOWANCES

Clause	Allowance Name	Requirement	Previous	1-Jul-23 4.0%	1-Jul-24 4.0%	1-Jul-25 2.5%
21.2-21.3	Safety Equipment & Fitness Payment	Per annum	\$2,867.31	\$2,982.00	\$3,101.28	\$3,178.81
22.4	Tindal Area Allowance	Per annum	\$12,000	\$27,500		
22.4.1	East Timor Allowance	Per hour spent in East Timor	\$2.93	\$3.05	\$3.17	\$3.25
22.5	Daily Travel - DTA - meals not provided	Per day	\$150.32	\$156.34	\$162.59	\$166.66
	- meals are provided		\$59.37	\$61.75	\$64.22	\$65.82
22.6	SPIFR Allowance (ad hoc)	Per Day	\$191.28	\$90.00		
22.6	SPIFR Allowance Fixed Base	Per annum		\$5,000.00		
22.8	Airport Transfer Reimbursement	Maximum per tour	\$207.24	\$215.53	\$224.15	\$229.76
22.8(a)	Mileage *Increase greater than 4%	Per kilometre	\$0.74	*\$0.85	\$0.88	\$0.91
22.9	Camp Allowance	Per night	\$37.01	\$38.49	\$40.03	\$41.03
22.1	Unsuitable Accommodation Allowance	Per night	\$37.01	\$38.49	\$40.03	\$41.03
22.11	SAR Callout	Per occasion	\$436.16	\$453.61	\$471.75	\$483.55
22.12	Split shift	Per occasion	\$436.16	\$453.61	\$471.75	\$483.55
22.15	WP4 Shift Change Allowance	Per Shift	\$106.27	\$110.52	\$114.94	\$117.81
22.10	Communication Allowance	Per Month	\$55.56	\$57.78	\$60.09	\$61.59
Clause	Allowance Name	Requirement	Previous	1-Jul-23 4.0%	1-Jul-24 4.0%	1-Jul-25 2.5%
22.17	All purpose Allowance- Rescue Crew	Per annum	\$1,136.57	\$1,182.04	\$1,229.32	\$1,260.05
22.17	All purpose Allowance - Aircrew	Per annum	\$2,274.25	\$2,365.22	\$2,459.83	\$2,521.33
22.18	NVG Allowance - Rescue Crew	Per annum	\$1,229.90	\$1,279.09	\$1,330.26	\$1,363.51
22.18	NVG Allowance - Aircrew	Per annum	\$2,458.68	\$2,557.03	\$2,659.31	\$2,725.79
22.19	DICC Allowance	Per annum	\$3,719.33	\$3,868.10	\$4,022.83	\$4,123.40

SBACO and Trainers Allowances		
Title	Previous	Effective from Approval of Agreement
SBACO 3 or less	5% (8 YOS EMS ACO)	5% (10 Year EMS ACO)
SBACO 4 or more	8% (8 YOS EMS ACO)	8% (10 Year EMS ACO)
LT ACO	8% (8 YOS EMS or SAR ACO as applicable)	8% (10 Year EMS ACO)
Technical Equipment Specialist	N/A	8% (10 Year EMS ACO)
C&T ACO	18% (9 YOS EMS ACO)	20% (10 Year EMS ACO)

SCHEDULE 2 – ALLOWANCES Continued

CLAUSE	EMS Allowance	Applicable shift	Current 5.1%	1-Jul-23 4%	1-Jul-24 4%	1-Jul-25 2.5%
22.13	EMS Aircrew - working a WP2 roster	Day or night shift	\$44.76	\$46.55	\$48.41	\$49.62
22.13	EMS Aircrew - working a WP2 roster	24 hour shift	\$83.60	\$86.94	\$90.42	\$92.68
22.13	SAR Aircrew - working a WP6 roster	Day or night shift	\$41.79	\$43.47	\$45.21	\$46.34
22.13	SAR Aircrew - working a WP2 roster	Day or night shift	\$83.60	\$86.94	\$90.42	\$92.68
22.13	SAR Aircrew - working a WP2 roster	24 hour shift	\$167.19	\$173.88	\$180.83	\$185.35
22.13	Annual EMS Allowance *new	To Aircrew designated to an EMS base		\$5,000.00	\$7,000.00	\$9,000.00

NB

- When an aircrew fills in for a base which operates on a different roster structure to their usual roster practice, for example from EMS to SAR, they will be paid an allowance per shift as shown above.
- EMS Allowance (annual) is a new allowance for aircrew designated to an EMS base and will escalate to a flat amount each year as reflected above, not in accordance with the percentage indicated.
- SPIFR Allowance has a new set amount for ad hoc requirements. An annual allowance of \$5000 per annum is for eligible employees who are permanently undertaking Single Pilot duties at a fixed base.
- Allowances reflected as an annual allowance will be paid pro rata on a fortnightly basis and will be included as ordinary time earnings.
- For the purposes of clause 21.2.2, the amount to withhold in their first year is equivalent to 50% of the allowance.
- Tindal Area Allowances do not qualify for incremental increases, flat rates are as shown.
- SAR callout and Split shift allowances to take effect from first full pay period on or after approval from FWC.

SCHEDULE 3 – OVERTIME RATES APPLY TO PERMANENT EMPLOYEES

Rescue Crew Officers	Current	1-Jul-23 (4%)	1-Jul-24 (4%)	1-Jul-25 (2.5%)
Home Rate (10hrs)	\$ 447.25	\$ 584.94	\$ 608.34	\$ 623.55
Hourly Rate Home Base (Duty) NEW	n/a	\$ 58.49	\$ 60.83	\$ 62.35
* Duty Away (12 hrs) NEW	\$ 646.28	\$ 701.93	\$ 730.01	\$ 748.26

Aircrew Officers	Current	1-Jul-23	1-Jul-24	1-Jul-25
Home Rate (10hrs)	\$533.90	\$846.99	\$895.87	\$897.73
Hourly Rate Home Base (Duty) NEW	n/a	\$84.70	\$89.59	\$89.77
Duty Away (12 hrs) NEW	\$771.49	\$ 1,016.39	\$1,075.05	\$1,077.28

NB:

1. Rescue Crew Officers' rates, based on using Y4 Base Salary; Air Crew Officer rates, based on using Y9 EMS Aircrew Base Salary.
2. Home Rate: Hours worked over 10 hrs can be claimed using the hourly Home rate.
3. Duty Away: This rate is paid if cancellation is made after 1900 the day proceeding the required call out.
4. Duty Away: If duty hours exceed 12 hr shift, then hourly rate can be claimed from 12th hour.
5. Cancellation Shift: For additional shifts at home base that are cancelled after 1900, compensation will be made for the hours originally rostered for the first day prior to cancellation.

SCHEDULE 4 – FLEXIBILITY ARRANGEMENT

Individual Flexibility Arrangement Table

<i>Outline of term or terms of the Enterprise Agreement which are to be varied – refer to specific clauses in the Agreement</i>	How the term or terms of the Enterprise Agreement are varied? Use exact words	What the outcome of the Individual Flexibility Arrangement is intended to achieve? Describe
//Term 1//		
//Term 2//		
//Term 3//		
//Term 4//		

Signatures to this Individual Flexibility Arrangement

The above Arrangement is agreed and approved by:

Employee:

Name:

Guardian/Parent:

Signed:

Name:

Witness:

Date: / /

Authorised Company Representative:

Signed:

Name:

Position:

Date: / /

SIGNATORY PAGE



Signed for and on behalf of the

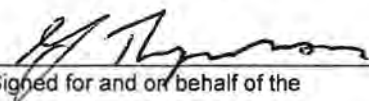
CHC Helicopter (Australia)

4/1060 Hay Street West Perth, WA 6005

Name: Neisha Clare

Date: 08 April 2024

Position: Senior Manager, Human Resources (APAC)



Signed for and on behalf of the

The Automotive, Food, Metals, Engineering, Printing & Kindred Industries

Union 2nd Floor, 251 Queensbury Street, Carlton South VIC 3053

Name:

Glenn Thompson

Date: 15/04/2024

Position: *Assistant National Secretary*



Signed by employee representative

4/1060 Hay Street West Perth WA 6005

Name: Garth Fitzgerald

Date: 08 April 2024

Position: Check and Training Air Crew Officer

APPENDIX 1: PRIMARY AND SECONDARY AIRPORTS

The following locations can be allocated to touring employees as their **PRIMARY DOMESTIC AIRPORT**:

- Sydney
- Canberra
- Melbourne
- Hobart
- Adelaide
- Perth
- Darwin
- Brisbane

SECONDARY DOMESTIC AIRPORTS*

Secondary domestic airports are listed below:

- Cairns
- Townsville
- Rockhampton
- Mackay
- Newcastle
- Bilinga (Gold Coast)

If regular public transport (RPT) provided by Qantas (excluding Qantas Link), Jetstar or Virgin ceases to operate from one of the above locations, the Company has the ability to remove the city as a Primary Domestic Airport or Secondary Domestic Airport.

The Company shall only pay the cost of the airline ticket from the *secondary domestic airport* to the *primary domestic airport*. The time taken to reach the *primary domestic airport* must be the employees own time and not counted towards duty (ie: the time will be rostered as field leave, annual leave or off home etc).

The same process applies for travel at the end of the employees Tour meaning that only the airline ticket shall be paid for by the Company with the time taken to travel from the *primary domestic airport* to the *secondary domestic airport* to be the employees own time and not counted as duty (ie: the time will be rostered as field leave, annual leave or off home etc).

DTA shall also commence and cease from the *primary domestic airport*. Overnight accommodation if required shall also be at the expense of the employee.

The employee will not be able to claim the Airport Transfer Reimbursement allowance if the Company pays for the travel between the primary domestic airport and the secondary domestic airport.

APPENDIX 2 – ACCOMMODATION STANDARDS

The Company policy on accommodation standards for travelling employees required to be away from Home Base overnight is as follows.

1. Hierarchy of accommodation options

Subject to the provisions of this appendix, employees will normally be booked into accommodation, dependent upon availability, in accordance with the following hierarchical order:

- (a) sole occupancy hotel/motel accommodation with bathroom facilities, or sole occupancy apartment style accommodation with bedroom, living area, kitchen and bathroom facilities. For durations of more than 3 nights, apartment style accommodation will be preferred;
- (b) shared apartment style accommodation with individual bedrooms and shared living, kitchen and bathroom facilities. Prior consent shall be obtained from affected employees prior to instigating shared arrangements;
- (c) other types of accommodation available in the area, such as demountable buildings or cabins located in compounds, Camps or caravan parks, military messes and offshore installations or vessels. Prior consultation and agreement with affected employees shall be reached prior to utilising this accommodation type in new localities. Generally, in recognition of the physical and sociological restrictions imposed by this accommodation type, an 'area', 'offshore accommodation' or 'Camp' allowance will be payable.

2. General standard of accommodation

Notwithstanding sub clause 1 of this Appendix, the Company will endeavour at all times to provide accommodation of at least a four 4 star rating by an independent tourist organization (e.g. AAA Tourism). As an illustrative guideline, hotel, motel and apartment hotel accommodation 4 star rating is defined by AAA Tourism as:

"Exceptionally well appointed with a high level of facilities: quality furnishings and a high degree of comfort, presentation and guest services provided."

As a minimum, all accommodation must be quiet and free from factors that may impede adequate rest. There shall be separate quarters for each employee with climate control appropriate to the area. Unless prior consent has been obtained from all affected employee to share, separate bathroom and toilet facilities must be provided.

When 3.5 star or greater accommodation is not available in the locality, or cannot be provided, either an 'unsuitable Accommodation', an 'area' or a 'Camp' allowance shall be payable, dependant upon the accommodation type ultimately provided.

3. Client-provided facilities and compounds Offshore facilities

Offshore facilities

If an employee is required to overnight on an offshore facility, sole occupancy rooms with private amenities will be sought if available. In accordance with Schedule 4, an 'offshore accommodation' allowance will be paid and DTA (meals provided) will be paid for time on the facility. Periods offshore shall be limited to 7 days unless the employee consents to longer periods.

Client provided demountable compounds/Camps

If the location of the work is such that there is no alternative to utilising client-provided compound/Camp accommodation, the Company will ensure that the minimum standards for accommodation in this

Appendix are provided. If necessary and as possible, the Company will supplement the facilities provided by the client.

Reasonable expectations would be:

- A sole occupancy bedroom/living area of minimum 14 square metres with appropriate climate control and adjoining bathroom, furnished with:
 - king sized single bed with linen,
 - bedside table with alarm clock and reading lamp,
 - double wardrobe and 3-drawer cabinet for placement of personal belongings,
 - curtains suitable to darken rooms during daylight hours,
 - remote controlled TV with access to at least 4 commercial and/or pay TV channels, internet access,
 - comfortable lounge style chair, desk with lamp and chair, bar sized refrigerator,
 - private use bathroom facilities including: shower, vanity, mirror, toilet and towel rail.
- A common dining facility providing:
 - a wide selection of hot & cold meals of appropriate quality, presentation and nutritional balance at regular times,
 - soft drinks, fruit juice, water, fruit and snack foods available at all times, and
 - tea & coffee and other hot/cold beverages as may be requested.
- A common recreation/lounge facility providing:
 - sufficient lounge chairs to accommodate the majority of Camp occupants,
 - at least one 68 cm or larger television and DVD or video player, connected to receive at least 4 commercial and/or pay TV channels,
 - library containing recent DVD's, videos, magazines and national newspapers,
 - climate control, occasional furniture, and
 - recreation facilities such as: billiard/pool table, table tennis table, board and card games.
- A common gymnasium facility containing as a minimum:
 - a selection of weights and benches, safety mats as necessary
 - a motorised treadmill with electronic program functions, or a bike or stepper machine with electronic program functions.
- Outdoor recreation equipment/facilities, such as:
 - tennis court, swimming pool, volleyballs, footballs, or cricket equipment, and a suitable playing court or area, and bicycles with helmets.
- A shaded common outdoor garden area with outdoor seating and tables.
- A communal laundry, available 24 hours, containing:
 - sufficient washing machines and clothes dryers, irons & ironing boards, outdoor clothes drying area.
 - Alternatively, a minimum twice-weekly laundry service may be provided.
- Rooms shall be serviced daily and cleaned at least twice-weekly.

The Company shall make every endeavour to ensure Camp accommodation provided in any new location complies with these standards. It is important to note that whilst these standards can reasonably be expected, the Company will not automatically be liable for payment of an additional disability allowance if some areas remain deficient. After considering the scope and impact of any deficiencies, payment of an allowance, if any, will be via consultation with and agreement between the Employee Representatives and

the Company. If agreement cannot be reached, the matter may be referred through the dispute settlement procedure for resolution and if required, determination.

APPENDIX 3 – MERIT SELECTION PROCESS

Technical Crew System in the event of forced redundancies

- Redundancies will be affected in the first instance by contract.
- Where there is capacity to retain some of the crew on the affected contract, a system is required to manage the selection process for redundancy
- In the instance of a forced redundancy, employees from affected contracts would be ranked in accordance with a Merit System as detailed below, where those employees with the lowest scores would be considered for redundancy.
- This would not preclude any ability of CHC to undertake a path of voluntary redundancy (or other alternatives).
- The Merit System may also be used in the determination of an individual's competitive ranking in respect to internal position appointments noting that this would not preclude any ability of CHC to make an appointment based on 'operational requirements'.

	Qualification/Type/Comment	Points		Experience	Hours	Points
Role Qualifications & Aircraft Endorsements (ACO or RCO only for each)		ACM	RCM	Total Flying Hours (must be substantiated by Flying Logbook)	>3000	15
	Check & Training (current & only C&T)	10			>2500	10
	Line Training (current & only LT)	6			>2000	8
	SBACO	3			>1500	6
	S92, B412, AW139, AW189, , (per Type)	10	5		>1000	4
	CAO 29:11 Cert (CHC Issued)		5			
	EMS (current within 3yrs)	10			Night > 200	15
	NVG (current within 2yrs)	6	4		Night 100 - 200	10
					Night 50 - 100	8
					Night 25 - 50	5
	FLIR (current within 3yrs)	6				
	Auto Hover (current within 3 years)	10				
	Max possible total for Qualifications	115	60	Years of Service (whole years no pro rata)	10 points per year (200 max)	
Max possible for Experience				230		

TOTAL COMBINED SCORE WILL BE OUT OF A MAXIMUM 345 FOR ACO

Notes:

- Check & Training/Line Training – points are for one role only i.e. you can't claim both the C&T and the LT points and; the candidate must be currently in the role.
- Aircraft types – points per type and only one role gains points: example 1. If dual qualified ACO/RCO on AW189 then you would only get 10 points, not 10 plus 5. Example 2. If only qualified as a RCO on AW139 then you would only get 5 points.

- The CAO 29.11 certificate points are applicable only to RCO and those RCO who have been issued a CAO 29.11 by CHC.

Night hours would incorporate NVG/NVIS hours

APPENDIX 4 – RIGHT TO REQUEST CASUAL CONVERSION

Right to request casual conversion

- (a) An employee engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this agreement.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the Company.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b)
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the Company refuses a regular casual employee's request to convert, the Company must provide the casual employee with the Company's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the Company's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure. Under that procedure, the employee or the Company may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Company and employee must discuss and record in writing:

- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, in accordance with clause 14.3.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the Company.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the Company to require a regular casual employee to so convert.
- (o) Nothing in this clause requires the Company to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) The Company must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees employed as at the date of approval of this Agreement, the Company must provide such employees with a copy of the provisions of this subclause by 1 July 2019.
- (q) A casual employee's right to request to convert is not affected if the Company fails to comply with the notice requirements in paragraph (p).

APPENDIX 5 – TRAINING BOND AGREEMENT

I [Employee *name*] have applied to undertake training of a total value as described herein. In consideration for and as a return of this investment by the Company, I agree to remain employed and render service to the Company faithfully and diligently in accordance with my employment obligations and duties at least for the bonded service period described. I acknowledge and agree that I will pay back any amount owing pursuant to this Training Bond Agreement if I resign or am dismissed by the Company for unsatisfactory performance or misconduct during the bonded service period using the formula below:

(X divided by Y) multiplied by (V) where:

X = the number of months service not completed in the Service Period.

Y = the total number of months agreed to be served (the Service Period) as part of the bond as defined in this Bond Agreement.

V = the Agreed Bonded Value of the training/development as defined on this Bond Agreement (see below).

I agree that any amounts owed to me by the Company upon my departure including but not limited to salary or outstanding leave entitlements may be deducted from the amount calculated using the formula above and by executing this Bond Agreement irrevocably authorise the Company to make such deduction from amounts owed to me consequent upon termination of my employment as provided in this Bond Agreement. I further acknowledge and agree that the pro rata calculation of any remaining amount or any shortfall remaining after the deductions provided for above are made will be a personal debt due and owing by me to the Company immediately on termination of my employment payable within 14 days of my separation date.

In the event that I default in payment of any amount arising under this Bond Agreement due and owing by me to the Company I acknowledge that the Company may sue for recovery of the amount as a debt and that this Bond Agreement may be pleaded by the Company as evidence of the debt so due and owing by me to the Company in any court of competent jurisdiction. The applicable workplace agreement provides that Bond Agreement once signed is intended to remain in force unless the parties expressly agree in writing to vary or terminate it, and its operation shall not be affected by the termination or variation of any applicable workplace agreement that applied at the time that this Bond Agreement was entered into.

I acknowledge that I have had the opportunity to obtain appropriate independent advice about the effect of this Bond Agreement.

Employee Details	
Employee Name:	Staff Number:
Position Title:	Base/Location:
Training Details	
Description of Training:	
Total Value of Training (AUD\$):	Agreed Bonded Value of Training: A\$xx
Service Period/Bond Details	
Bonded Service Period:	Commencement Date of Bond and Service Period: Commencement of Training
Other Comments / Notes	
Approvals	
Employee Signature:	Manager Signature:
General/Executive Manager Signature:	Payroll Process Signature:

In the above Bond Agreement, the Value “V” will be determined by the following table:

Training Type	Value
Type Conversion	\$15,000
Rescue Crew Officer to Aircrew Officer	\$15,000
SAR to EMS	\$15,000
EMS to SAR	\$15,000

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

IN THE FAIR WORK COMMISSION

Matter No.: AG2024/1332

Applicant: Lloyd Helicopters Pty Ltd T/A CHC Helicopter (Australia)

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Helen Redmond, HR/IR Specialist for Lloyd Helicopters Pty Ltd T/A CHC Helicopter (Australia), give the following undertakings with respect to the CHC Helicopter (Australia) Crew Officers Enterprise Agreement 2023 ("**the Agreement**"):

1. I have the authority given to me by Lloyd Helicopters Pty Ltd T/A CHC Helicopter (Australia) to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employer undertakes that in the event of any inconsistency between the Agreement and the NES where the NES provide a more beneficial entitlement, then the NES will take precedence to the extent of the inconsistency. This clause is not limited to leave entitlements but operates in relation to all entitlements under the NES.
3. Employees will not be required to work on public holidays unless permitted by the NES.
4. Employees are entitled to long service leave under the *Long Service Leave Act 1987* (SA). If there is a more beneficial long service leave term in the employees applicable State or Territory legislation under NES, the more beneficial term will apply.
5. The Employer will conduct a pay reconciliation every pay period for all casual employees who are engaged to work on a Sunday and/or public holiday to ensure that they are not paid less than what they would be entitled to under the appropriate modern award. Any shortfall in wages and/or entitlements will be paid with an extra 1% on the award payment calculation to the employee in the next pay period.

Helen Redmond

Signature

7 May 2024

Date