



**HELICOPTER RESOURCES PTY LTD
ENGINEERS ENTERPRISE AGREEMENT 2024**

Contents

PART 1: Application and Operation	4
1. Title	4
2. Nominal Expiry Date	4
3. Definitions	4
4. Coverage	6
5. Objects of Agreement	6
6. Relationship to other Industrial Instruments	6
PART 2: Consultation, Dispute Settlement and Flexibility	7
7. Consultation regarding Major Workplace Change	7
8. Dispute Resolution Procedure	9
9. Flexibility Term	10
10. Requests for flexible work arrangements	11
PART 3: Employment Types and Termination	12
11. Types of Employment	12
12. Termination of employment	12
13. Probation period	13
14. Redundancy	13
PART 4: Responsibilities and Hours of Work and Related	14
15. Responsibilities	14
16. Hours of work	14
PART 5: Salary, Allowances and Related Matters	16
17. Salary and related matters	16
18. Allowances (other than operation and location-related allowances)	17
19. Reimbursements	20
20. Uniforms and other equipment	21
PART 6: Operations	23
21. Home Base Operations	23

22.	Breaks	25
23.	Transfer of Home Base	25
24.	Operations away from Home Base.....	26
25.	Antarctic Operations	29
PART 7: Leave and Public Holidays		32
26.	Annual Leave	32
27.	Field Leave.....	33
28.	Applying for field and annual leave.....	33
29.	Personal/carer’s leave and compassionate leave	34
30.	Long Service Leave	34
31.	Family Domestic Violence Leave	34
32.	Paid parental leave	34
33.	All other leave.....	34
34.	Public holidays	34
PART 8: Workers Compensation, Superannuation and Insurance		35
35.	Workers Compensation Entitlements	35
36.	Superannuation	35
37.	Accident Insurance	36
38.	Indemnity	36
PART 9: Workplace Delegates Rights		37
39.	Notice	37
40.	Right of representation	37
41.	Entitlement to reasonable communication.....	37
42.	Entitlement to reasonable access to the workplace and facilities	37
43.	Entitlement to reasonable access to training.....	38
44.	Exercise of entitlements	39
45.	Company restrictions.....	39
SIGNATURES		40

PART 1: Application and Operation

1. Title

This Agreement is the Helicopter Resources Pty Ltd Engineers Enterprise Agreement 2024.

2. Nominal Expiry Date

- 2.1 This Agreement will commence 7 days after the FWC makes a decision to approve the Agreement and has a nominal expiry date of 4 years from the date of that decision approving the Agreement.
- 2.2 The parties covered by the Agreement will commence negotiations for a replacement agreement no later than four months prior to the nominal expiry date of the Agreement.

3. Definitions

- 3.1 In this Agreement unless expressed otherwise:

“AAD” means Australian Antarctic Division.

“Administration” means the office of the Company located at 110 Stuart Road Westernport Airfield in Tyabb, Victoria.

“Agreement” means the Helicopter Resources Pty Ltd Engineers Enterprise Agreement 2024.

“Air Maestro” means the Company’s internal administrative program.

“AME” means an Aircraft Maintenance Engineer, being a person who has at least three (3) years aviation experience and is supervised in all aspects of the helicopter maintenance they perform.

“Antarctic Operations” means operations in Antarctic and sub-Antarctic regions (South of Latitude 50 degrees South) including voyages to and from those regions.

“Apprentice” means an apprentice undergoing training to become a AME/LAME under the Australian Apprenticeship Scheme.

“ASIC” means Aviation Security ID Card.

“ATO” means the Australian Taxation Office.

“Award” means the Airline Operations – Ground Staff Award 2020.

“Base Manager” means the person appointed by the Company to fulfil the role described in the Integrated Management System Manual, MP04.

“CASA” means the Civil Aviation Safety Authority.

“Chief Engineer” means the person appointed by the company to fulfil the role described in the Maintenance Organisation Manual, Chapter 4.

“Company” means Helicopter Resources Pty Ltd.

“continuous service” has the same meaning as continuous service under section 22(3) of the Fair Work Act.

“CPI” means the Australian Bureau of Statistics Consumer Price Index for the average across all States and the calendar year ending on 31 December.

“Employee” means an Engineer employed by Helicopter Resources Pty Ltd.

“Engineer” means a person who is an AME, LAME or Apprentice.

“Engineering Manager” means the person appointed by the Company to fulfill the role described in the Continued Airworthiness Manual, Chapter 4.

“Fair Work Act” means the *Fair Work Act 2009* (Cth).

“Home Base” means the base at which the Employee normally works as nominated in the Employee’s letter of offer or as varied from time to time as a result of a transfer of Home Base under clause 23.

“LAME” means a Licenced Aircraft Maintenance Engineer, being a person who holds an Aircraft Engineer’s Licence issued by CASA relevant to the aircraft operated by the Company.

“Maintenance Controller” means the person appointed by the Company to fulfill the role described in the Continued Airworthiness Manual, Chapter 4.

“Minimum SGC Contribution” means the amount that the Company must contribute to a superannuation fund on behalf of the Employee to avoid being liable for the superannuation guarantee charge under the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (Cth).

“NES” means the National Employment Standards under the Fair Work Act.

“NTR” means Not to Return Notice.

“pa” means per annum.

“RPA” means Remotely Piloted Aircraft.

“RPIC” means Remote Pilot in Charge, as described in the Company’s RPA Operations Manual.

“Senior Base Engineer” means an Employee appointed by the Chief Engineer to be in charge of maintenance at a particular location.

“Senior Pilot” means a pilot appointed by the Chief Pilot to fulfil the role described in the Operations Manual, Section 3.2.4

“Special Experience Rate” means the rate applicable for the determination of the special experience allowance in clause 18.3.

“transfer” means the transfer of an Employee from their Home Base to a new Home Base for a period of one year or more.

- 3.2 All references to Acts, Awards, Regulations, or Company policies, manuals and procedures in this Agreement are to be construed as references to those Acts, Awards, Regulations, or Company policies, manuals and procedures, as amended from time to time.
- 3.3 To avoid doubt, any Acts, Awards, Regulations, or Company policies, manuals and procedures referred to in this Agreement do not form part of the Agreement, unless explicitly said to be incorporated into the Agreement.

4. Coverage

4.1 This Agreement covers:

- (a) The Company;
- (b) The Employees who are employed by the Company in a full-time capacity in the classifications set out in clause 17.1(a) to this Agreement.

4.2 For the avoidance of doubt, this Agreement shall not apply to the following persons:

- (a) Engineers who are independent contractors, and therefore are not employees of the Company; and
- (b) employees of the Company who are not employed as Engineers in the classifications set out in clause 17 to this Agreement.
- (c) Engineers who are not employed in the capacity set out in clause 11 to this Agreement.

5. Objects of Agreement

This Agreement is intended to foster a consistent, transparent and fair offering of terms and conditions to Employees and bring efficiency to the employment relationship.

6. Relationship to other Industrial Instruments

6.1 This Agreement will operate to the exclusion of any industrial instrument including the Award.

6.2 To avoid doubt, nothing in this Agreement is intended to operate inconsistently with the NES.

6.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

PART 2: Consultation, Dispute Settlement and Flexibility

7. Consultation regarding Major Workplace Change

- 7.1 This clause applies if the Company:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 7.2 For a major change referred to in subclause (a)7.1(a):
- (a) the Company must notify the relevant Employees of the decision to introduce the major change; and
 - (b) subclauses 7.3 to 7.9 apply.
- 7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 7.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Company of the identity of the representative, the Company must recognise the representative.
- 7.5 As soon as practicable after making its decision, the Company must:
- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 7.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 7.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 7.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclause 7.2(a) and subclauses 7.3 and 7.5 are taken not to apply.
- 7.9 In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- (a) the termination of the employment of Employees;
 - (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain Employees;
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 7.10 For a change referred to in paragraph 7.1(b):
- (a) the Company must notify the relevant Employees of the proposed change; and
 - (b) Subclauses 7.11 to 7.15 apply.
- 7.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 7.12 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Company of the identity of the representative, the Company must recognise the representative.
- 7.13 As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and

- (iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

7.16 In this clause “relevant Employees” means the Employees who may be affected by a change referred to in subclause 7.1.

8. Dispute Resolution Procedure

8.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES,

this clause sets out procedures to settle the dispute.

8.2 An Employee who is directly affected by the matters in dispute may appoint a representative for the purposes of the procedures in this term.

8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level through discussions between the Employee/s and relevant supervisors and/or management per subclause 8.4 below.

8.4 Resolution at the workplace level

- (a) Subject to subclause 8.4(c) below, the Company and the Employee/s will attempt to resolve the matter at the workplace level by:
 - (i) Employee/s and the relevant supervisor meeting to discuss the matter;
 - (ii) if the matter is not resolved between the Employee/s and the relevant supervisor, the Employee/s may refer the dispute to the General Manager; and
 - (iii) if the matter cannot be resolved between the Employee/s and the General Manager, the Employee/s may refer the dispute to the Company Director.
- (b) The decision of the Company Director finalises the workplace level process of attempting to resolve the dispute.
- (c) If the dispute referred to in subclause 8.1 relates to a matter beyond the authority of the relevant supervisor or General Manager, the matter may be referred directly to the General Manager or the Company Director (as applicable).

8.5 The role of the Fair Work Commission

- (a) If the dispute is not resolved pursuant to subclause 8.4, a party to the dispute may refer the matter to the Fair Work Commission.

- (b) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- (c) If the Fair Work Commission is unable to resolve the dispute pursuant to subclause 8.5(b), the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

8.6 During the time when the Company and the Employee(s) are attempting to resolve the matter:

- (a) the Employee/s will continue to work in accordance with this Agreement unless the Employee/s have a genuine and reasonable concern about their health or safety;
- (b) subject to the relevant provisions of any State or Territory occupational safety and health law, even if the Employee/s have a reasonable concern about an imminent risk to their health or safety, the Employee/s must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same workplace or at another workplace that is safe and appropriate for the Employee/s to perform;
- (c) Employee/s must co-operate with the Company to ensure that the dispute resolution procedures are carried out as quickly as is reasonably practicable; and
- (d) for the avoidance of doubt, while the parties are attempting to resolve the matter, the status quo ante will prevail.

9. Flexibility Term

9.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement meets the genuine needs of the Company and the Employee; and
- (b) the arrangement is genuinely agreed to by the Company and Employee.

9.2 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act;
- (b) are not unlawful terms under section 194 of the Fair Work Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and Employee; and
- (c) is signed by the Company 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 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.

9.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.5 The Company 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 Company and Employee agree in writing — at any time.

10. Requests for flexible work arrangements

10.1 An Employee may request a change in working arrangements in accordance with the NES.

10.2 Before responding to a request made under section 65 of the Fair Work Act, the Company will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

10.3 If the Company refuses the request and has not reached an agreement with the Employee under subclause 10.2:

- (a) the Company's written response must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply;
- (b) if the Company and the Employee could not agree on a change in working arrangements under subclause 10.2, the written response must:
 - (i) state whether or not there are any changes in working arrangements that the Company can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (ii) if the Company can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

10.4 If the Company and the Employee reached an agreement under subclause 10.2 on a change in working arrangements that differs from that initially requested by the Employee, the Company must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

10.5 Disputes about the Company's response to a request under this clause can be dealt with under the dispute resolution procedure in clause 8 of the Agreement.

PART 3: Employment Types and Termination

11. Types of Employment

11.1 General

Subject to clause 10, Employees employed under this Agreement shall be employed on a permanent full-time basis.

11.2 Permanent full-time Employee

- (a) Permanent employment means employment which continues until the Employee:
- (i) is made redundant;
 - (ii) is terminated;
 - (iii) resigns;
 - (iv) retires; or
 - (v) transfers to another category of employment.
- (b) Full-time means that an Employee is available throughout the year to be rostered in accordance with this Agreement.

12. Termination of employment

12.1 Notice period

The Company or the Employee may end the employment relationship by providing the following to the other party:

- (a) an Employee with less than 1 year's continuous service – 2 weeks' notice or payment in lieu of notice; and
- (b) an Employee with more than 1 year's continuous service – 4 weeks' notice or payment in lieu of notice.

12.2 Additional notice for persons over 45 years old with 2 years' continuous service

Where the Company gives notice of termination in accordance with subclause 12.1, an Employee who is over 45 years old and has completed at least 2 years' continuous service with the Company will receive an additional 1 weeks' notice or payment in lieu of notice.

12.3 Job search entitlement

Where the Company has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Company.

12.4 Failure to meet inherent requirements

An Employee who no longer meets the inherent requirements of their position may put their employment at risk.

13. Probation period

The probation period for Employees employed by the Company shall be 6 months from the date of commencement of their employment for the purposes of assessing performance and suitability for the position. During this period either party (Employee or Company) may terminate employment with two weeks' notice.

14. Redundancy

14.1 Redundancy pay

Redundancy pay shall be in accordance with the NES.

14.2 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment in lieu of notice.

14.3 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Company, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This clause 14.3 applies instead of subclause 12.3.

PART 4: Responsibilities and Hours of Work and Related

15. Responsibilities

15.1 General

All Employees are required to discharge the responsibilities set out in the Company Maintenance Organisation Manual and follow all reasonable and lawful directions of the Company.

15.2 Accountability

All Employees report to the Chief Engineer in the first instance. However, whilst on base Employees may be directed by the Base Manager in relation to non-engineering matters. Whilst away from Home Base, an Employee may be directed by the Senior Pilot.

15.3 Inherent requirements

The following are considered to be inherent requirements for continued employment as an Employee with the Company:

- (a) the requirement to pass an AAD medical. For the avoidance of doubt, an Employee who has failed an AAD medical shall not be deemed unable to meet the inherent requirements until 12 months has elapsed in which the Employee has been unable to pass the medical; and
- (b) subject to the following clause, the requirement to be available to undertake voyages/deployments to Antarctica. For clarity, an Employee who advises that they are unavailable for deployment to Antarctica is deemed not to fulfil this requirement. Similarly, an Employee who has received a NTR from the AAD (or equivalent from another Antarctic client) is deemed not to fulfil this requirement.

An Employee who is exempted from the requirement to express an interest in an Antarctic voyage under subclause 25.2 shall not be considered to have failed to meet the inherent requirement of availability for Antarctic voyages/deployments.

16. Hours of work

16.1 Ordinary hours of work

The ordinary hours of work are 38 hours per week for full-time Employees to be averaged over a one-month period.

16.2 Work schedule

The work schedule for Home Base operations is set out in clause 21.

When working away from Home Base, including on Antarctic Operations, the work schedule shall be determined by operational requirements and may vary without notice, but shall not exceed the safety limits set out in the Company's Fatigue Risk Management System.

Due to the extra time off allocated to Employees working away from Home Base as field leave under clause 27, no overtime or extra hours apply to the work completed away from Home Base.

16.3 Recording hours of work

- (a) It is the Employee's responsibility to accurately record the hours worked. Prior to the end of each month, the Employee shall review the hours logged and ensure that they are accurate.
- (b) The hours recorded by each Employee shall be reviewed by the Chief Engineer at the end of each month. The Engineering Manager signs that they are accurate and forwards these to Administration. Hours cannot be changed after certification by the Chief Engineer.

PART 5: Salary, Allowances and Related Matters

17. Salary and related matters

17.1 Remuneration

- (a) Subject to clause 17.1(b) below, the salary arrangements set out in this clause are applicable to all Employees in the classifications of AME, LAME and Apprentice.
- (b) At the time of making this Agreement, the Company undertakes utility operations. If the Company decides to commence operations that are not utility operations (such as offshore oil and gas operations or EMS operations) while this Agreement is in operation, the Company will seek to vary the Agreement to include any additional allowance/s and/or other remuneration that the Company considers is appropriate for Employees who perform work in these new operations. Similarly, if the Company is awarded a new AAD contract with substantially different requirements from the current contract (such as the operation of aircraft with MTOW in excess of 5700kg) the Company will seek to vary the Agreement to include any additional allowance/s and/or other remuneration that the Company considers appropriate.

17.2 Determining year of service

An Employee's year of service shall be one more than the number of completed years of continuous service with the Company except:

- (a) when an Employee has been credited with additional year of service under a previous agreement in which case the higher years of service will apply; and
- (b) when an apprentice becomes an AME or LAME in which case they will commence the new scale at the first year of service. For clarification, an AME who becomes a LAME will transfer to the new scale with the same year of service they had as an AME.

17.3 Base salary

An Employee's base salary will be determined by applying the year of service (as calculated under subclause 17.2) and applying it to the appropriate classification (Apprentice, AME or LAME) in the utility operations scale (Table 1.0) as below:

Table 1.0

<i>Years of Service</i>	<i>Base Salary Effective from commencement date of the Agreement</i>		
	<i>APPRENTICE</i>	<i>AME</i>	<i>LAME</i>
1	\$54,328.29	\$74,422.32	\$91,629.82
2	\$59,328.36	\$75,137.17	\$93,119.10
3	\$63,715.71	\$75,852.03	\$94,608.38
4	\$67,378.85	\$76,566.88	\$96,097.66
5		\$77,281.73	\$97,586.94
6		\$77,996.59	\$99,076.22
7		\$78,711.44	\$100,565.50
8		\$79,426.30	\$102,054.78

9		\$80,141.15	\$103,544.06
10 and subsequent		\$80,856.01	\$105,033.34

17.4 Adjustments to base salaries and certain allowances

(a) Annual increments

With each year of service completed with the Company the Employee shall accumulate an additional year of service and therefore receive an increase to their base salary pursuant to Table 1.0. The increase shall take effect from the Employee's anniversary date.

(b) Increases to base salaries

The base salaries in Table 1.0 shall be adjusted on 1 February of each year until the Agreement is replaced by a new agreement. The quantum of the increase shall be at the rate of CPI.

(c) Increase to certain allowances

(i) Allowances stated in clause 37 and subclauses 18.1 and 24.2 shall be adjusted on 1 February of each year until the Agreement is replaced by a new agreement. The quantum of the increase shall be at the rate of CPI; and

(ii) The allowance stated in subclause 25.6 shall be adjusted at the conclusion of the Antarctic season each year. The quantum of the increase shall be at the rate of CPI.

17.5 Payment of salary

Salary is paid on the basis of half a month in advance and half in arrears. Salaries are paid by the 15th of each month by electronic funds transfer to the Employee's nominated account.

17.6 Payment on termination of employment

The Company will pay an Employee all outstanding wages and any other amounts due under this Agreement no later than 7 days after the day on which the Employee's employment terminates.

17.7 Apprentices

Time spent by an Apprentice attending training and assessment specified in or associated with the apprenticeship is regarded as time worked for the purpose of calculating the Apprentice's service, wages and other employment conditions under this Agreement.

18. Allowances (other than operation and location-related allowances)

18.1 Allowances payable based on attainment of qualifications

The amounts specified below are payable on a monthly basis to the Employee upon attaining the qualification and will continue to be payable on a pro rata basis while the Employee holds the qualification and appointment applicable to Company aircraft. These amounts shall be adjusted in accordance with subclause 17.4(c)(i):

- (a) First Engine – \$6,064.35 pa small non-type rated;
- (b) Subsequent Engine – \$3,032.17 pa per engine small non-type rated;

- (c) Electrical (for a B1.3) – \$12,128.70 pa;
- (d) Airframe (for a B2) – \$12,128.70 pa;
- (e) First Aid – \$962.05 pa;
- (f) Weight control authority – \$4,000.71 pa;
- (g) NDT MPI - \$768.52 pa;
- (h) First full type rating (category B1.3 licence) for which the holder is appointed as a signatory for the issue of a Maintenance Release- \$7,736.58 pa;
- (i) Subsequent full type rating (category B1.3 licence) for which the holder is appointed as a signatory for the issue of a Maintenance Release- \$3,650.00 pa per rating;
- (j) First full type rating (category B2 licence) for which the holder is appointed as a signatory for the issue of a Maintenance Release- \$7,736.58 pa; and
- (k) Subsequent full type rating (category B2 licence) for which the holder is appointed as a signatory for the issue of a Maintenance Release- \$3,650.00 pa per rating.

18.2 Supervisory allowances

- (a) Employees who are appointed to the below listed supervisory positions for at least the Minimum Period will be paid supervisory allowances calculated as a percentage the 'Year 10' base salary for LAMEs as follows:
 - (i) Senior Base Engineer supervising up to 3 Engineers – 5%;
 - (ii) Senior Base Engineer supervising more than 3 Engineers – 8%; and
 - (iii) Chief Engineer -10%
- (b) For the purposes of this clause, "Minimum Period" means 10 working days.
- (c) Supervisory allowances will be pro-rated in accordance with the period for which the Employees are fulfilling the supervisory position and will be paid on a monthly basis.
- (d) The Chief Engineer allowance in subclause 18.2(a)(iii) is applicable to Employees temporarily filling the role. The salary for the Employee permanently filling the Chief Engineer role shall be determined by the Company in accordance with subclause 18.7.
- (e) The Company may decide not to appoint a Senior Base Engineer for some operations. The decision of whether a Senior Base Engineer is required at a particular location shall be made by the Chief Engineer taking into account:
 - (i) the number of aircraft at the location;
 - (ii) the number of Engineers at the location;
 - (iii) the remoteness of the location;
 - (iv) the complexity of the tasks performed at the location; and
 - (v) the requirements of the client.

18.3 Special experience allowance

- (a) In addition to the base salary provided in subclause 17.3, the Company will pay Employees in the role of LAME and AME a special experience allowance on an annual basis in recognition of skills, qualifications and experiences that they possess.
- (b) The amount of the special experience allowance is calculated by multiplying the number of points the LAME and AME possesses by the Special Experience Rate.
- (c) The Special Experience Rate for each point is \$2,043.29 pa on the commencement of the Agreement. The rate shall be adjusted on 1 February of each year at the rate of CPI.
- (d) The allocation of points is determined by the Engineering Manager in his or her sole discretion in accordance with the below guidelines:
 - (i) 1 trip of more than 40 days to the Antarctic – 1 point;
 - (ii) 4 trips of more than 40 days to the Antarctic – 2 points;
 - (iii) 1 year's full time experience working on a type operated by the Company – 1 point;
 - (iv) 10 years' experience on helicopters – 1 point;
 - (v) 2 years' touring experience, where touring means regular work rotations to base/s other than Home Base – 1 point;
 - (vi) 1 year's full-time remote operations (non-Antarctic) experience, where remote operations means support of an aircraft at a location without base facilities and with little local infrastructure – 1 point;
 - (vii) Cert IV or equivalent in a non-aircraft fabricating skill – 1 point;
 - (viii) Cert IV Training and Education where the holder is appointed to conduct and assess pilot maintenance training – 1 point
 - (ix) 5 years' avionics experience as a LAME– 1 point; and
 - (x) Type rating (on any helicopter or helicopters) – 2 points.

18.4 RPA allowance

- (a) An Employee who fulfils the position of RPIC on an Antarctic voyage shall receive an allowance of \$15 per day for each day of the voyage.
- (b) An Employee who is rostered to assist the RPIC during a voyage shall receive an allowance of \$5 per day.
- (c) Where an Employee fulfils the position of RPIC or assists the RPIC at a non-Antarctic location the above allowances shall apply only to those days on which the Employee is involved in RPA activities.

18.5 Allowance payable on exercise of a qualification

- (a) Where an Employee is rostered (or directed to perform work) on a multi-engine type (for which they have been appointed as a signatory for the issue of a maintenance release) for the majority of a month - \$2000 per month.

For the avoidance of doubt an Employee who is qualified as both B1.3 and B2 would receive the allowance only once.

The Company will endeavour to roster type rated Employees as fairly as possible taking into account operational needs and maintenance of currency for the upcoming Antarctic season.

- (b) Where an Employee is rostered for RTO duties where they possess a current Cert IV Training and Education - \$400 per day

18.6 Management appointments

- (a) Employees who accept Management Roles shall receive a management allowance to be determined by the Company in addition to salary and allowances set out in this Part 5.
- (b) In this clause, Management Roles means Business Development Manager or Base Manager.

18.7 Executive appointments

Employees appointed to the position of Chief Engineer and Maintenance Controller shall receive an executive salary which is inclusive of the salary and allowances set out in this Part 5 and subject to the conditions detailed in their letters of appointment.

19. Reimbursements

19.1 An Employee is entitled to reimbursement, upon production of receipts, of the following:

- (a) Vehicle expenses – an Employee who is required to use their own vehicle on company business is entitled to receive reimbursement for the number of kilometres travelled in the Employee’s own vehicle (at the applicable rate established by the ATO), tolls and parking. For clarification, reimbursements can be claimed for travel to and from home at the start/end of a tour but not for regular travel to/from home to Home Base;
- (b) Taxis – an Employee who is required to use a taxi while on company business is entitled to reimbursement;
- (c) Accommodation – an Employee on tour, who is required to obtain accommodation is entitled to reimbursement;
- (d) Associated duty expenses – an Employee shall be reimbursed for any authorised out of pocket expense incurred by providing assistance to passengers/clients or by obtaining goods or services necessary to the conduct of operations;
- (e) ASIC – an Employee shall be reimbursed for the cost of obtaining/maintaining their ASIC clearance;
- (f) Antarctic medical – an Employee undertaking Antarctic duties is entitled to be reimbursed for the cost of any Antarctic medical examination. However, should an Employee require further tests or treatments to obtain their medical clearance these shall be at the Employee’s expense;
- (g) Engineers licence – an Employee shall be reimbursed CASA charges relating to the amendment of the engineer’s licence where that amendment is required by the Company’s activities; and

- (h) Examination fees – an Employee shall be reimbursed all examination and supervisory fees levied by CASA for specific and basic examinations associated with aircraft owned, operated or maintained by the Company. In the event of an unsuccessful examination the Employee will be required to pay the second examination or supervisory fees.
 - (i) Apprentice courses and materials – an Apprentice shall be reimbursed all fees for prescribed courses and prescribed text books (excluding those made available by the Company) incurred by the Apprentice in connection with the apprenticeship within 3 months, unless there is unsatisfactory progress.
- 19.2 Items that do not fall within the categories of the preceding subclause (other than uniform reimbursements which are described under clause 20), are not eligible for reimbursement unless agreed to in writing by the Company prior to the expense being incurred. For clarification, expenses associated with maintaining a valid passport are not eligible for reimbursement.

20. Uniforms and other equipment

20.1 Uniform issue

- (a) The items, amounts and frequency of issue of uniform supplied to Employees is specified in the Administration Manual. Employees are responsible for laundry and care of items of uniform in accordance with the manufacturer's instructions.
- (b) Where an item of uniform is damaged by normal wear and tear, the Company will replace the item. If an item of uniform is damaged through misuse or lack of reasonable care by the Employee, it shall be replaced at the Employee's cost.

20.2 Items of apparel to be provided by Employees

Employees shall provide at their own expense the following items of apparel:

- (a) underwear and socks;
- (b) base layers; and
- (c) an appropriate belt.

20.3 Work boots

Employees shall receive a reimbursement of up to \$150 per annum for the purchase of suitable footwear for use at work.

20.4 Telephone

- (a) The Company shall provide each Employee with either a mobile telephone for their use or pay an allowance of \$50 per month to an Employee who elects to use their own mobile telephone for Company purposes. The phones provided by the Company are on plans that includes national calls and data. Employees with Company provided phones will be recharged:
 - (i) international calls (other than those made on Company business);
 - (ii) national calls in excess of the amount allowed under the phone plan, unless agreed to by the Company prior to excess usage; and

- (iii) data usage in excess of the amount allowed under the phone plan, unless agreed to by the Company prior to excess usage.
- (b) The Company shall replace or repair Company phones that are lost or damaged while the Employees is at work. The individual Employee shall be responsible for replacing or repairing a Company phone that is lost or damaged due to a lack of reasonable care outside of work.
- (c) The Company shall repair or replace phones with significantly degraded battery life.

20.5 Return of uniform and equipment

All items of uniform and personal equipment provided by the Company must be returned upon cessation of employment.

PART 6: Operations

21. Home Base Operations

The procedures set out in this clause relate to operations from the Employee's nominated Home Base.

21.1 Home Base work schedule

Work at Home Base shall be scheduled on a 5/2 basis (that is 5 days of work to 2 days off). Usually the Home Base work schedule will consist of:

- (a) one unbroken shift on each day of work between the hours of 0700 and 1800; and
- (b) days off scheduled to correspond with the weekend.

The usual Home Base work schedule may be varied from time to time due to operational requirements, and any overtime payable will be calculated in accordance with subclauses 21.2 and 21.5.

21.2 Home Base Extra hours

An Employee whose Home Base work schedule is varied due to operational requirements shall accrue extra hours as follows:

- (a) Where one of the Employee's days off is on a week day – 2 hours;
 - (b) Where both of the Employee's days off are on week days – 4 hours;
 - (c) Where the Employee's days off are not consecutive – 1 hour;
 - (d) Where the work day consists of a split shift – 1 hour;
- Note: Employees may only be rostered on split shifts during periods where the Company is engaged in emergency operations such as firefighting.
- (e) Where an Employee works on one of their rostered days off (thereby having only one day in the week completely free from work) – 2 hours;
 - (f) Where an Employee agrees to be on standby (but does not get called in) on one of their rostered days off – 1 hour;
 - (g) Where an Employee's shift begins before 0700 or ends after 1800 and the shift does not qualify for extra hours under 21.2(d), (i) and (j) of this subclause – 1 hour;
 - (h) Where an Employee works on a public holiday – 2 hours;
 - (i) Where an Employee works in excess of 12 hours in a day – 1 hour; and
 - (j) Where an Employee is recalled to work after leaving the premises – 2 hours.

Extra hours do not apply to Employees on operations away from Home Base including Antarctic Operations.

21.3 Standby

An Employee working at Home Base may be rostered on standby for part or all of their shift in accordance with the following:

- (a) The period from commencing work/standby to the completion of work/standby shall not exceed 14 hours;
- (b) The period of standby is not less than 4 hours. A period of standby less than 4 hours shall count as work;
- (c) The Employee must be contactable throughout the period of standby; and
- (d) Half of the hours spent on standby shall count as work hours except where the Employee is regularly required to be on standby after ordinary hours, in which case each hour of standby shall count as an hour worked.

21.4 Averaging hours of work

Hours of work at Home Base, shall be averaged on a per month basis, with each hour in excess of an average of 38 hours per week being classified as an hour of overtime.

21.5 Overtime

Overtime shall be calculated at the end of each month as follows:

- (a) Calculate the number of ordinary hours (O) in the month as follows:

$$O = [D - L] \times 7.6$$

Where D is the number of weekdays in the portion of the month that the Employee was at Home Base and L is days the Employee spent on leave.

- (b) Calculate the total hours (T) as follows:

$$T = H + E$$

Where H are the hours worked in the month at the Home Base and E is the extra hours accumulated in the month in accordance with subclause 21.2.

- (c) Calculate the variation (V) as follows:

$$V = T - O$$

- (d) Where V is a positive number this represents the number of hours of overtime performed in the month. For each hour of overtime calculated the Employee will be paid for two hours of work (if they elect to be paid out for overtime) or have two hours of work added to their accumulated field leave.
- (e) Where V is a negative number it represents a deficit in ordinary hours worked and the number of deficit hours will be subtracted from the Employees accumulated field leave. For the avoidance of doubt, Employees will be paid their full base salary provided in clause 17 notwithstanding that they have worked less than an average of 38 ordinary hours per week in that month.
- (f) When converting work hours to days (such as where field leave is recorded in days) the following ratio shall be used:

$$7.6 \text{ hours} = 1 \text{ day}$$

21.6 Other duties

An Employee working at Home Base may be rostered for non-maintenance tasks. These include, but are not limited to:

- (a) cleaning, inspection and maintenance of role equipment;
- (b) cleaning of aircraft;
- (c) cleaning and maintenance of ground support equipment including vehicles;
- (d) cleaning and maintenance of base facilities;
- (e) conducting training courses for third party agency personnel;
- (f) development of procedures, manuals, training material, guidelines, risk assessments, reports and other administrative tasks;
- (g) refuelling of aircraft, filling drum stock and IBCs;
- (h) positioning of fuel by vehicle;
- (i) acting as ground crew for passenger handling and sling load operations;
- (j) participating in community goodwill events including open days, expos, school visits etc; and
- (k) participating in client meetings, site visits, briefings, inductions etc.

21.7 Shiftwork

- (a) For the purposes of this Agreement and the NES, an Employee shall be considered a shiftworker if they carry on work with consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.
- (b) Shiftworkers shall be entitled to a loading of 22.5% of their base salary but not to extra hours under subclauses 21.2(a), (b), (c), (g) (e) and (g).

22. Breaks

- 22.1 Employees who are not shiftworkers must receive an unpaid meal break of between 30 minutes and one hour.
- 22.2 Employees who are shiftworkers must be allowed a meal break of at least 20 minutes per shift to be counted as time worked.
- 22.3 A shiftworker must be given a rest break of not more than 10 minutes each shift counted as time worked.

23. Transfer of Home Base

- 23.1 Where a vacancy occurs at another Home Base, the Company shall, at first instance, seek expressions of interest for a transfer to that Home Base. If there are no expressions of interest from a suitable candidate, then the Company may direct an Employee, suitable for that vacancy, to transfer, provided that the Employee is given at least 56 days' written notice.

- 23.2 The Employee and the Company may mutually agree in a specific case that a shorter period of time represents adequate notice.
- 23.3 When an Employee transfers to another Home Base, this shall be formally noted in the Employee's file.
- 23.4 An Employee who is transferred to another Home Base will be reimbursed for all reasonable expenses incurred by the Employee for the consequential removal of the Employee, immediate family (including dependent children under 21 years of age), and their furniture, possessions and personal effects as approved by the Company prior to the transfer.
- 23.5 An Employee transferred to a new Home Base will be reimbursed the costs of appropriate accommodation until the Employee has obtained suitable permanent accommodation. The provision of the reimbursement will be limited to a period of up to two weeks.
- 23.6 An Employee who is transferred will be granted, upon arrival at their new Home Base, such period of time as they require up to a maximum of five days, free of all duty to attend to personal matters arising from them being so transferred.
- 23.7 The Company shall not transfer an Employee's Home Base for a period less than one year.

24. Operations away from Home Base

The details set out in this clause relate to periods in which an Employee spends one night or more rostered away from their Home Base. Unless otherwise stated, these provisions do not apply to Antarctic Operations duties which are dealt with under clause 25.

24.1 Tours away from Home Base

Employees may be rostered for work to other locations in Australia for tours of up to 3 weeks' away from Home Base. By mutual agreement tours away from Home Base may be extended beyond 3 weeks.

24.2 Extended Tour Allowance

An Employee who completes a tour in excess of 3 weeks away from Home Base, shall receive an extended tour allowance as detailed below:

Table 3.0

<i>Weeks away</i>	<i>(\$)</i>	<i>per week</i>	<i>Cumulative total</i>
4	\$	424.50	\$ 424.50
5	\$	454.83	\$ 879.33
6	\$	485.15	\$ 1,364.48
7	\$	515.47	\$ 1,879.95
8	\$	545.79	\$ 2,425.74
9	\$	576.11	\$ 3,001.85
10	\$	606.43	\$ 3,608.29
11	\$	636.76	\$ 4,245.04
12	\$	667.08	\$ 4,912.12
13	\$	697.40	\$ 5,609.52
14	\$	727.72	\$ 6,337.25

15	\$ 758.04	\$ 7,095.29
16	\$ 788.37	\$ 7,883.65
17	\$ 818.69	\$ 8,702.34
18	\$ 849.01	\$ 9,551.35
19	\$ 879.33	\$ 10,430.68
20	\$ 909.65	\$ 11,340.33
21	\$ 939.97	\$ 12,280.31
22	\$ 970.30	\$ 13,250.60
23	\$ 1,000.62	\$ 14,251.22
24	\$ 1,030.94	\$ 15,282.16
25	\$ 1,061.26	\$ 16,343.42
26	\$ 1,091.58	\$ 17,435.00
27	\$ 1,121.90	\$ 18,556.91

This allowance is subject to increase in accordance with subclause 17.4(c)(i).

24.3 Field Leave

Employees who work away from Home Base (other than training) shall accrue field leave in accordance with clause 27. Due to the extra time off allocated to Employees as field leave, no overtime hours apply to the work completed away from Home Base and on Antarctic Operations.

24.4 Entitlements on tour

For an Employee on tour the Company shall provide:

- (a) transport to/from the tour location;
- (b) suitable accommodation (if available);
- (c) transport at the tour location (if required);
- (d) meals or meals allowance; and
- (e) incidental allowance.

Entitlements do not include transport or accommodation for an Employee's partner or family members should they elect to join the Employee at the tour location.

24.5 Accommodation

- (a) Where an Employee is required to stay overnight away from home on Company business, the Company shall provide, so far as reasonably possible, suitable accommodation.
- (b) Suitable accommodation, for the purposes of this clause, means:
 - (i) single accommodation of three (3) star standard;
 - (ii) single occupancy;
 - (iii) quiet and free from factors which may impede adequate rest;
 - (iv) air-conditioning and/or heating as appropriate to the area;

- (v) separate bathroom and toilet facilities; and
 - (vi) kitchen facility when meals are not provided.
- (c) For clarification accommodation at Antarctic stations, on Antarctic vessels and at Macquarie Island is deemed to be suitable.
- (d) In circumstances where the Company has a long term operation away from Home Base, suitable accommodation may be either as described in subclause 24.5(b) or a self-catered unit or house with the following amenities and services provided:
- (i) cleaning service to be provided on a weekly basis;
 - (ii) one bedroom per occupant;
 - (iii) one bathroom for every two occupants;
 - (iv) reasonable laundry;
 - (v) reasonable kitchen facilities;
 - (vi) air-conditioning and/or heating as appropriate to the area;
 - (vii) internet access; and
 - (viii) television.

24.6 Unsuitable accommodation

- (a) Subject to subclause 24.6(b) and subclause 25.7, where suitable accommodation is not available at the tour location, the Company shall provide the best accommodation available at that location, and pay the affected Employee an unsuitable accommodation allowance of \$50 per night. This payment is also applicable where an Employee is required to camp out in the course of their duties (other than in the Antarctic).
- (b) This allowance shall not apply where the Employee is away from Home Base because they are undertaking training.

24.7 Meals allowance

- (a) Subject to subclause 24.7(b) and subclause 25.7, where a meal is not provided to an Employee on tour by the Company or client, the Employee is entitled to receive the allowance applicable to that meal, and to the Employee's salary bracket according to the reasonable daily travel amounts set by the ATO.
- (b) The meal allowance prescribed under this subclause does not apply where the Company provides the Employee with self-catered accommodation, in accordance with subclause 24.5(d), and a debit card that can be used, solely, for groceries.

24.8 Incidental allowance

Employees on tour are entitled to receive an incidental allowance, as established by the ATO, appropriate to their salary bracket for each night away from Home Base.

24.9 Training courses

- (a) For an Employee on a training course away from his/her Home Base, the Company shall provide:
- (i) transport to/from the course location;

- (ii) suitable accommodation (if available);
 - (iii) transport at the tour location (if required);
 - (iv) meals or meals allowance; and
 - (v) incidental allowance.
- (b) For the purposes of this subclause, suitable accommodation shall have the same meaning that is prescribed under subclause 24.5(b).
 - (c) Entitlements do not include transport or accommodation for an Employee's partner or family members, should they elect to join the Employee at the training location.
 - (d) Employees do not accrue field leave while undertaking a training course away from Home Base.
 - (e) To avoid doubt, this clause applies to Apprentices undertaking training and assessment in connection with his or her apprenticeship.

25. Antarctic Operations

25.1 Duration and Operational Requirements

- (a) The scheduled duration of Antarctic voyages may vary according to client and operational requirements but shall not be longer than 25 weeks.
- (b) Subject to subclause 25.1(a), there may be unscheduled extensions to the duration of the voyage, subject to client requirements and/or weather conditions, and consequently Employees must be prepared to alter their plans accordingly should the need arise.
- (c) Due to the nature of Antarctic Operations, including the 24 hours of daylight during these operations, more operational flexibility is required than when operating at Home Base or away from Home Base within Australia.
- (d) Employees acknowledge that they are compensated for this operational flexibility through the accrual of field leave under clause 27 and the payment of the Antarctic Allowance in subclause 25.6.

25.2 Expressions of Interest

Each year in May the Company will ask for expressions of interest for possible voyages in the coming season. Each Employee shall express an interest in at least one voyage except for:

- (a) Employees who do not meet the AAD medical requirements;
- (b) Employees who have notified the Company of compassionate circumstances which preclude their participation in the coming season of voyages; and
- (c) Employees whose ratio of voyages to years of service exceeds 3:4.
- (d) Employees who have management or executive appointments

25.3 Selection of Employees

- (a) The Engineering Manager is responsible for allocating Employees to each voyage taking into account:
 - (i) expressions of interest;

- (ii) the location/client;
 - (iii) the complexity of the task;
 - (iv) the composition of the team (both for Company and client) at that location; and
 - (v) the role being filled (Senior Base Engineer or Engineer).
- (b) Wherever possible, allocation will be made according to expressions of interest. However the Company may roster an Employee, other than an Employee exempted under 25.2, to a particular voyage (even though they may not have expressed an interest in that voyage) where no suitable applicant has expressed an interest in that voyage.

25.4 Notification

The allocation of Antarctic duties will normally be made in August of each year for the coming summer. However, changes to these allocations can occur due to changes in client's programmes or additional clients requiring Antarctic Operations support.

25.5 Antarctic Duties

During an Antarctic tour, an Employee is required to carry out all tasks allocated by the client or Senior Pilot (within the limits of the Safety Management System and CASA rules/regulations), including non-maintenance related tasks.

25.6 Antarctic Allowance

- (a) Employees who have undertaken Antarctic/sub-Antarctic duties on Antarctic Operations shall be entitled to receive, for each week of duty and part of week on a pro-rata basis the allowance set out in Table 4.0 from commencement of deployment.
- (b) This allowance is applicable to all Employees including those holding Management / Executive Roles. Where an Employee completes two consecutive voyages and the interval between voyages is less than 5 days it is counted as a continuous period away for the purposes of calculating this allowance (notwithstanding the Employee may have spent the interval between voyages at home).
- (c) Where an employee is required to quarantine (either at home or in provided accommodation) prior to a voyage this allowance shall be calculated from the commencement of quarantine. For the avoidance of doubt this allowance also applies to Employees on reserve for the voyage irrespective of whether they deploy or not.

Table 4.0

<i>Weeks away</i>	<i>\$ per week</i>	<i>Cumulative Total</i>
1	\$ 606.43	\$ 606.43
2	\$ 636.76	\$ 1,243.19
3	\$ 667.08	\$ 1,910.27
4	\$ 697.40	\$ 2,607.67
5	\$ 727.72	\$ 3,335.39
6	\$ 758.04	\$ 4,093.44
7	\$ 788.37	\$ 4,881.80
8	\$ 818.69	\$ 5,700.49
9	\$ 849.01	\$ 6,549.50
10	\$ 879.33	\$ 7,428.83

11	\$ 909.65	\$ 8,338.48
12	\$ 939.97	\$ 9,278.45
13	\$ 970.30	\$ 10,248.75
14	\$ 1,212.87	\$ 11,461.62
15	\$ 1,455.44	\$ 12,917.06
16	\$ 1,698.02	\$ 14,615.08
17	\$ 1,819.30	\$ 16,434.39
18	\$ 1,819.30	\$ 18,253.69
19	\$ 1,819.30	\$ 20,073.00
20	\$ 1,819.30	\$ 21,892.30
21	\$ 1,819.30	\$ 23,711.61
22	\$ 1,819.30	\$ 25,530.91
23	\$ 1,819.30	\$ 27,350.22
24	\$ 1,819.30	\$ 29,169.52
25	\$ 1,819.30	\$ 30,988.83

This allowance is subject to increase in accordance with subclause 17.4(c)(ii).

25.7 For the avoidance of doubt, the Antarctic allowance is paid in lieu of the following:

- (a) unsuitable accommodation allowance (subclause 24.6);
- (b) extended tour allowance (clause 24.2); and
- (c) meal allowance (clause 24.7).

25.8 Incidental allowance

Employees undertaking Antarctic Duties are entitled to receive an incidental allowance, as established by the ATO each year, appropriate to their salary bracket for each night away from Home Base.

25.9 Camping out allowance

Where an Employee on Antarctic Duty is required to spend a night away from the main station (such as in a refuge or the aircraft), they shall be eligible to receive a camping out allowance of \$80 per night.

PART 7: Leave and Public Holidays

26. Annual Leave

26.1 Annual leave entitlement

- (a) Each Employee shall accrue 30 working days (6 weeks) of annual leave per year.
- (b) For the avoidance of doubt, the leave referred to in subclause (a) above, incorporates the extra week of annual leave specified by the NES for shiftworkers.

26.2 Annual leave loading

- (a) An Employee is entitled to an annual leave loading on 4 weeks of annual leave at a rate of 17.5% of salary pursuant to the calculation at subclause 26.2(b) below.
- (b) The salary figure used for this calculation shall be composed of:
 - (i) the Employee's current base salary;
 - (ii) allowances based on qualifications as applicable;
 - (iii) supervisory allowances (where the appointment is permanent rather than temporary); and
 - (iv) special experience allowances as applicable.
- (c) Annual leave loading shall be paid on the anniversary of the Employee's commencement of employment with the Company, irrespective of whether the Employee has taken their full leave entitlement during the year.

26.3 Taking annual leave

- (a) Annual leave can only be taken at times approved by the Company.
- (b) An Employee wishing to take annual leave must apply in accordance with clause 28.

26.4 Rostering of annual leave

The Company may roster an Employee on annual leave if:

- (a) the Employee has annual leave accruals in excess of 45 working days;
- (b) the period of annual leave rostered by the Company will not reduce the Employee's accrual below 30 working days taking into account any leave already approved; and
- (c) the Employee is given at least 4 weeks' notice of the leave.

26.5 Cashing out of annual leave

- (a) An Employee may cash out annual leave entitlements if their annual leave balance exceeds 30 working days.
- (b) A general invitation to cash out annual leave is issued to Employees in April of each year with payments being made in the May pay run.

- (c) Notwithstanding this general invitation an Employee with excessive annual leave may apply at any time throughout the year to cash out annual leave. In all cases, an application to cash out leave must be made in writing using the leave application form.
- (d) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (e) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 30 working days.
- (f) The Company must keep a copy of any written agreement to cash out annual leave as an Employee record.

27. Field Leave

27.1 Field leave accrual

An Employee who works away from their Home Base (other than on training courses), including Antarctic Operations deployments, shall accrue field leave at the rate of 0.5355 working days for each day spent away from home, even though the Employee may have had days rostered off duty while on tour. For clarification, travel days shall count as days away from Home Base for the purposes of this subclause.

27.2 Taking field leave

Field leave can only be taken at times approved by the Company. Employees shall apply to take field leave in accordance with clause 28.

27.3 Rostering of field leave

The Company may roster an Employee on field leave by giving no less than two weeks' notice, unless the Employee is rostered for field leave immediately after a period of work away from Home Base.

27.4 Adjustment of field leave

Field leave shall also be adjusted by the reconciliation process described under subclause 21.5(e).

27.5 Cashing out of field leave

- (a) An Employee may cash out field leave entitlements, by agreement with the Company.
- (b) A general invitation to cash out field leave shall be issued to Employees in April of each year, with payments being made in the May pay run.
- (c) Notwithstanding this general invitation, an Employee with accumulated field leave may apply at any time throughout the year to cash out field leave. In all cases, an application to cash out field leave must be made in writing using the leave application form.

28. Applying for field and annual leave

28.1 An Employee wishing to take annual/field leave must apply for leave in writing. Approval may be granted:

- (a) for periods of less than 5 working days – by the Base Manager or Engineering Manager, in which case the approval is effective from the time that the Base Manager or Engineering Manager countersign the leave form; and

- (b) for periods of greater than 5 working days – by the General Manager, in which case the approval is effective from the date that the leave appears in Air Maestro, the Employee shall also be notified of approval or otherwise by email.

28.2 Where a period of leave is taken it shall, in first instance, be deducted from field leave accrued and, after field leave is exhausted, it shall be deducted from annual leave accrued.

28.3 Leave applications for leave occurring more than 12 months from the date of application, need not be considered by the Company until within 12 months of the requested commencement date of the leave.

29. Personal/carer's leave and compassionate leave

An Employee's entitlement to personal/carer's leave and compassionate leave shall be in accordance with the NES.

30. Long Service Leave

All Employees are eligible for long service leave in accordance with the relevant State legislation.

31. Family Domestic Violence Leave

An Employee's entitlement to family domestic violence leave shall be in accordance with the NES.

32. Paid parental leave

This entitlement is in addition to any government entitlement and is provided on the basis that the Company will give a week of paid parental leave for each week of annual leave that the Employee takes for parental purposes up to an aggregate total of 6 weeks (that is, three weeks of the Employee's annual leave and three weeks of paid parental leave).

An Employee shall be entitled to parental leave after the Employee gives birth, the Employee's spouse or de facto partner gives birth or the Employee adopts a child under 16 years of age.

33. All other leave

All other leave entitlements shall be in accordance with the provisions of the NES.

34. Public holidays

34.1 Employee are entitled to public holidays that are declared or proclaimed in the state, territory or region in which the Employee's Home Base is located.

34.2 Employees working at Home Base who perform work on a public holiday are entitled to payment in accordance with subclauses 21.2 and 21.5.

34.3 If a public holiday falls in a period in which an Employee is working away from Home Base (including on Antarctic Operations), the Company will add an additional day to the Employee's field leave balance so an alternative day may be taken as the public holiday instead of the prescribed day.

PART 8: Workers Compensation, Superannuation and Insurance

35. Workers Compensation Entitlements

- 35.1 In addition to any statutory entitlements to workers compensation, an Employee will be paid make-up pay for up to 52 weeks in respect to incapacity arising from a work-related injury.
- 35.2 Subject to subclause 35.4 below, the Employee will be paid make-up pay in accordance with subclause 35.1 until:
- (a) such incapacity ceases; or
 - (b) the expiration of a period of 52 weeks from the date of the injury,
- whichever event occurs first.
- 35.3 The amount of make-up pay will be the difference between the workers compensation entitlement and 100% of the ordinary time earnings of the Employee (as calculated in accordance with the workers compensation legislation for the State in which the Employee is employed).
- 35.4 The liability of the Company to pay make-up pay will cease:
- (a) from the date of the redemption, where the Employee receives a lump sum in redemption of regular statutory compensation entitlements; or
 - (b) from the date of termination of the Employee's employment, unless termination is by the Company for a reason other than the Employee's serious or wilful misconduct or arises from a declaration of bankruptcy or liquidation on the part of the Company.
- 35.5 Where the Employee recovers damages from the Company or from a third party in respect of a compensable injury independently of statutory entitlements, they will be liable to repay the Company the amount of make-up pay which they have received in respect of the injury and will have no further make-up entitlements in respect of the injury.
- 35.6 An Employee on workers compensation will continue to accrue annual leave, personal/carer's leave and long service leave.

36. Superannuation

- 36.1 The Company will make superannuation contributions in respect of an Employee, equal to at least the Minimum SGC Contribution.
- 36.2 The Company will make superannuation contributions on behalf of Employees to the MLC fund or another complying MySuper fund at the Employee's election.
- 36.3 Employees may sacrifice salary, to the limit provided by legislation, into their nominated superannuation fund. To do so, the Employee must nominate the rate of sacrifice that will apply for the particular financial year. For administrative simplicity, the rate of sacrifice cannot be changed within the financial year but may be set at a different rate for the next financial year.

37. Accident Insurance

The Company will provide each of its Employees with accident insurance with a death benefit or totally incapacitating injury benefit of no less than \$320,000 over and above any entitlement under accident compensation legislation.

38. Indemnity

38.1 The Company will indemnify an Employee from all legal liability, which an Employee may suffer or incur in connection with:

- (a) loss of life;
- (b) personal injury to any person; or
- (c) damage to property of any person,

arising from or out of any neglect, fault or omission by the Employee in the course of their employment.

38.2 An Employee who is guilty of wilful misconduct or gross negligence will not be entitled to the benefits of subclauses 38.1 and 38.3.

38.3 The Company will provide legal representation where required for matters listed in subclause 38.1 to the limit specified in the Company's insurance policy.

PART 9: Workplace Delegates Rights

39. Notice

- 39.1 Before exercising entitlements as a workplace delegate. The delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.
- 39.2 An employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.

40. Right of representation

- 40.1 A workplace delegate may represent the industrial interests of Employees who wish to be represented by the workplace delegate in matters including:
- (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of disputes;
 - (d) disciplinary processes;
 - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative or is assisting the delegate's organisation with enterprise bargaining; and
 - (f) any process or procedure within an enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.

41. Entitlement to reasonable communication

- 41.1 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under. This includes discussing membership of the delegate's organisation and representation with Employees.
- 41.2 A workplace delegate may communicate with Employees during working hours or work breaks, or before or after work.

42. Entitlement to reasonable access to the workplace and facilities

- 42.1 The Company must provide a workplace delegate with access to or use of the following workplace facilities:
- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and Employees;
 - (b) a physical or electronic noticeboard;
 - (c) electronic means of communication ordinarily used in the workplace by the Company to communicate with Employees and by Employees to communicate with each other, including access to Wi-Fi;

- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners and photocopiers.

42.2 The Company is not required to provide access to or use of a workplace facility under subclause 42.1 if:

- (a) the workplace does not have the facility;
- (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (c) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

43. Entitlement to reasonable access to training

43.1 Unless the Company is a small business, the Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the Company not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.
- (f) The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

44. Exercise of entitlements

- 44.1 A workplace delegate's entitlements are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (a) comply with their duties and obligations as an employee;
 - (b) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of resources;
 - (c) not hinder, obstruct or prevent the normal performance of work; and
 - (d) not hinder, obstruct or prevent Employees exercising their rights to freedom of association.
- 44.2 The Company is not required to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 44.3 There is no requirement for an employee to be represented by a workplace delegate without the Employee's agreement.

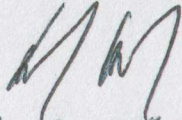
45. Company restrictions

- 45.1 The Company must not:
- (a) unreasonably fail or refuse to deal with a workplace delegate; or
 - (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
 - (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate.

SIGNATURES

SIGNED FOR AND ON BEHALF OF
HELICOPTER RESOURCES PTY LTD:

Signature:



Date: 30 AUGUST 2024

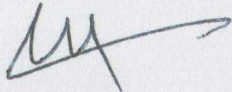
Name: RODNEY PULFORD

Address: 1186A FRANKSTON - FLINDERS RD
SOMERVILLE VIC 3912

Capacity: GENERAL MANAGER

Witnessed by:

Signature:



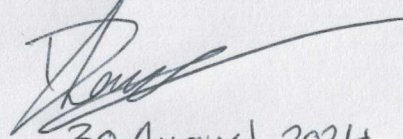
Date: 30/08/24

Name: MICHAEL KHALIL

Address: 1560 Frankston - Flinders Rd,
Trabb VIC 3913

SIGNED FOR AND
THE EMPLOYEES:

Signature:



Date: 30 August 2024

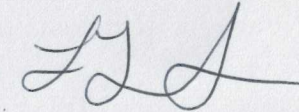
Name: Dylan Jarvis

Address: unit 2, 4 cherrington Drive
Tranmere, 7018

Capacity: Engineer.

Witnessed by: LISA TATON

Signature:



Date: 30 AUGUST 2024

Name: LISA TATON

Address: 6 JEANNIE DRIVE, SORELL TAS 7172