



# **CHC Helicopter (Australia)**

**Pilots Offshore Enterprise Agreement 2023**

## Part 1: APPLICATION AND OPERATION OF THE AGREEMENT

### 1. Agreement Title

This Agreement will be known as the CHC Helicopter (Australia) Pilots Offshore Enterprise Agreement 2023.

### 2. Arrangement

This Agreement is arranged as follows:

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## Part 1: Application and Operation of the Agreement

### 3. Definitions

For the purposes of this Agreement, unless a contrary intention appears:

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

**Additions to Salary** means a payment in addition to the Pilot's minimum salary, which is regarded as salary for all purposes as if part of salary.

**Agreement** means this Enterprise Agreement.

**Award** means Air Pilots Award 2020.

**Camp** means a group of demountable buildings consisting of sleeping, ablution, dining and recreation areas, generally utilised to accommodate persons in locations where no township and other infrastructure exists to support an operation or a series of related activities in the area.

**CAO's** means civil aviation orders issued by CASA.

**CASA** means the Civil Aviation Safety Authority.

**Check and Training Pilot** means a Pilot 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 Pilots' licenses and/or ratings and who certifies to the competency of Pilots so tested.

**Cleared to the Line** means the operating status of a Pilot who has successfully completed all training associated with a type endorsement or role or promotional training and has been approved by the Company and client to fly in that particular role.

**Company or CHC** means or refers to CHC Helicopters (Australia) (ABN: 46 007 916 912) in respect to its Offshore operations.

**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.

**Contributing Member** will mean a contributing member of the Fund in accordance with the rules of the Fund.

**Duty** and **Duties** means the work of a Pilot and covers all activities that may be required of a Pilot 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 a Pilot's Home Base. Duty Away excludes a situation where the Pilot departs from and returns to his/her 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 a Pilot 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 a Pilot between his/her home and the Home Base airport or Home Base of operations.

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

**Existing Pilot** means a pilot who was employed immediately prior to the date that this Agreement came into operation in accordance with s 54 of the Act.

**FRMS (FRMS)** means the CASA approved System.

**Federation** or **AFAP** means the Australian Federation of Air Pilots.

**Fixed Base Employee** means an Employee who is not a touring employee and whose Home Base is an operating base as specified in their most recent letter of offer or Transfer.

**Flight Data Management (FDM)** is the pro-active and non-punitive use of digital flight data from routine operations to improve aviation safety. It is an integral program focused on accident prevention and flight safety within the framework of the company Safety Management System (SMS).

**Flight Safety Officer (FSO)** manages the Company's flight safety program.

**Flight Time Limitation** means a limitation in accordance with CAO's or any approved Company limitation.

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

**FWC** means Fair Work Commission or successor thereof.

**Gross Annual Salary** means an Employee's Salary as set out in Schedule 1 plus any applicable amounts for Airline Transport Pilots License, Instrument Flight Ratings, Senior Base Pilot and Check and Training Pilots and the Offshore Pilot Payment as set out in Clause 24, Night Vision Goggle Payment set out in 25.15 and Night VFR in Schedule 3.

**Manager Flight Operations (Chief Pilot)** means the Pilot appointed by the Company and who is approved by CASA to perform the duties and responsibilities of Chief Pilot.

**Home Base**, as specified in the Employee's letter of employment (or as subsequently varied by agreement). An Employees Home Base may be designated for the purposes of Touring or as Fixed-Base. A pilot's Home Base may be varied by mutual agreement.

- (a) For an Employee utilised in Touring activities under this Agreement – in the case of an Existing Pilot the primary domestic airport (as defined in Appendix 5) of the city specified and from which tours of Duty are deemed to commence and cease as agreed in the Employees' letter of offer. For Pilots employed after the date this Agreement comes into operation, the place specified in the Employee's letter of offer/acceptance (or as subsequently varied in writing by mutual agreement between the pilot and the company).

- (b) For Fixed Base Employees - the Company's operating base as specified in the Employee's letter of offer (or otherwise subsequently specified in writing), and from which the Employee is required to work for the purpose of commencing and ceasing Duty.

**Immediate family** means a spouse (includes former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the same or opposite sex to the Employee who lives with the Employee in a relationship as a couple on a bona fide domestic basis; and a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparents, grandchild or sibling of the Employee or spouse/de facto spouse of the Employee.

**Initial Training** means any training required (whether by the Company or CASA) of a Pilot on commencement of employment, as a prerequisite to the Pilot being cleared to the line.

**Line Training Pilot** means a Pilot, other than a Check and Training Pilot, who, at the direction of the Company, performs training duties.

**Newly Created Permanent Position** means a permanent position vacancy created by the opening of operations at an additional base or the expansion of operations at an existing base. It excludes existing positions at current bases that are vacated for any reason.

**"NES"** means National Employment Standards

**Offshore Pilot, Pilot or Employee** means a pilot who is engaged on flying operations in offshore oil and gas activities and offshore Search and Rescue.

**Parties** mean the Company, the Employees and the Federation.

**P1 Standard** means the minimum standard required to fulfil the Duties as Pilot in command.

**P2 Standard** means the minimum standard required to fulfil the Duties other than as Pilot in command.

**Permanent Position Vacancy** means a vacancy for a position greater in tenure than 12 months.

**Employee or Pilot Representative** means an Employee employed by the Company (who may or may not be a member of the Federation) and elected by other Employees to act as a representative of Employees for the purpose of discussions with the Company.

**Salary** means the Employee's base salary as set out in Schedule 1.

**Senior Base Pilot** means a Pilot who, at the direction of the Company, supervises the Duties of other Pilots at his/her base in addition to his/her regular Duties and acts as a delegate of the Company.

**Shift** means a period during which an Employee is available for work at his/her base.

**Standard** means the minimum entitlements relating to annual leave, personal leave parental leave and related entitlements prescribed by the Act;

**Standby** is a period nominated by the Company and may be specified as "Standby at Home" or "Standby at the Airport or the Workplace".

- (a) **Standby at the Airport or the Workplace** 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 where the Employee is available for recall to Duty within a period of three hours' subject to flight availability.

**Suitable Accommodation** means accommodation consistent with the requirements of Appendix 3 of this Agreement.

**Transfer** means the permanent relocation of an Employee from one Home Base to another Home Base.

**Transitional Training** means training conducted from the commencement of a Transfer until cleared to the line.

**Touring Pilot** means a Pilot whose roster requires them to tour from their principal place of residence, being the Pilot's Home Base, that is a Primary or Secondary Airport as specified in their most recent letter of offer or Transfer, or for an Existing Pilot their home base location at the date the Agreement comes into operation (i.e. for Existing [touring] Pilots).

**Uniform** means a tunic, trousers, flight suit, shorts, cap, shirt, sundry Uniform insignia or any other item as may be prescribed by the Company to be worn.

**Week's Pay** means the Employee's Gross Annual Salary divided by 365 and multiplied by 7.

**Working Day** means any rostered Shift during which an Employee is required to be either at work or available for Duty in accordance with the FRMS.

**Work Practice** means a Work Practice as defined in the FRMS and specified in Appendix I.

**Year of Service or Years of Service** means the continuous period of employment with the Company from the date of commencement to an anniversary of such date excluding:

- (a) any periods of unauthorised absence; and
- (b) any periods of leave without pay or unpaid authorised absence, other than:
  - (i) community service leave; or
  - (ii) a period of stand down,

except that, for the purposes of clauses 18, 36 and 37, year of service or years of service means the continuous period of employment with the Company from the date of commencement to an anniversary of such date but does not include any period of unauthorised absence.



## **4. Commencement and Duration of Agreement**

- 4.1 This Agreement will commence seven (7) days after its approval by FWC ("commencement date").
- 4.2 Notwithstanding the commencement date the wages, additions to salary, allowances, and reimbursement rates provided for in this Agreement, including its Schedules and Appendices shall apply from the first pay period on or after 1 May 2023.
- 4.3 This Agreement will have a nominal expiry date of the 30th of April 2027. This Agreement will continue to apply until the Agreement is varied, replaced or terminated in accordance with the Act.
- 4.4 Re-negotiation of the Agreement will commence no later than 31st of October 2026.

## **5. Relationship to Parent Award, the Act and other Agreements**

- 5.1 This Agreement supersedes the CHC Helicopters (Australia) Pilots Offshore Enterprise Agreement 2020-2023 and shall replace the Award in total.
- 5.2 This Agreement shall prevail over Company Policies and Procedures on all matters covered by the Agreement.
- 5.3 Where changes to the Act or NES introduce new minimum standards of employment during the life of this Agreement, the Company will apply those new minimum standards to the extent that they are more advantageous to an Employee.
- 5.4 This Agreement will be read and interpreted in conjunction with the National Employment Standards ("NES"). Where there is an inconsistency between this Agreement and a term of the NES, and the NES term provides a greater benefit to the employee, the NES term will apply to the extent of the inconsistency.

## **6. Anti-discrimination Undertakings**

It is the intention of all parties to this Agreement to help prevent and eliminate discrimination in accordance with the relevant legislation.

## **7. Parties Bound and Coverage of the Agreement**

- 7.1 The Parties to this Agreement are:
  - all Employees employed by the Company who are engaged as offshore Pilots in rotary wing operations within the classification structure contained in this Agreement and
  - the Company;
  - the Australian Federation of Air Pilots ("AFAP") – subject to an application under the Act.
- 7.2 This Agreement shall have application to all offshore rotary wing operations undertaken by the Company using Australian (VH) registered aircraft.

7.3 Notwithstanding clause 7.2 the only provisions of this Agreement that apply to casual Employees are those provisions detailed in sub-clause 15.4.

## **8. Availability of Agreement**

A copy of this Agreement will be posted on the Company Landing Pad (intranet site), access to which is available at each base.

## **9. 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 for those changes provided for in this Agreement in relation to: -

- flow-on increases to allowances in Clause 25;
- annual leave calculations at clause 34.1.3; and
- changes to operational work practices as described in clause 10.

## **Part 2: Operational Exemptions and Work Practices**

### **10. Operational Exemptions and Work Practices**

- 10.1 Existing Work Practices are those agreed and set out at Appendix 1.
- 10.2 Any new or amended operational Work Practice Roster sought by the Company shall only be complied with after consultation and agreement with the Employee Representatives.
- 10.3 In the event that both Employee Representatives and the Company agree to change and implement a Work Practice that will in turn improve Employee productivity, Employees shall be entitled to request additional remuneration for that productivity improvement. Nothing in this clause entitles any Party to take industrial action in support of that request.
- 10.4 If there is no agreement in respect to the amount or remuneration to be paid, the matter may be referred through the dispute settlement procedure for resolution and if required, determination (including arbitration).

## Part 3: Consultation and Dispute Resolution

### 11. Employee Representatives

- 11.1 Up to three (3) Employee Representatives will be recognised as such under this Agreement with up to three to attend meetings for the purpose of enterprise agreement negotiations.
- 11.2 The Company agrees that an Employee Representative will be released from Duty and shall not be adversely affected either financially or in time to attend to the following matters: -
- Employee representative training;
  - meetings with the Company;
  - proceedings in the FWC in relation to the dispute settlement procedure;
  - workplace inspections;
  - discussions and/or negotiations about this Agreement with the Company; and
  - such other matters that may be agreed with the Company (so long as these are not matters defined as prohibited content in the Act).
- 11.3 A request for release of an Employee Representatives shall not adversely affect the operation of the Company and will be granted provided that adequate reserve coverage is retained. Where a Pilot Representative cannot attend the meeting or event it shall be rescheduled accordingly, unless otherwise agreed.
- 11.4 As much notice as possible will be given when requesting release and the minimum notice will normally not be less than 48 hours prior to the Employee commencing a scheduled Duty.

### 12. Procedures to Avoid Industrial Disputes

#### 12.1 Procedures to Avoid Employee Grievances and Industrial Disputes

12.1.1 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.

12.1.2 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 a Pilot's personal health and safety, in which case appropriate occupational health and safety procedures will be followed and the Pilot 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.

12.1.3 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.

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

## 12.2 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:

12.2.1 The relevant supervisor/manager will meet with the Employee concerned and will discuss the matter. The parties shall meet within 72 hours of the dispute being notified. A teleconference will be deemed as meeting the requirements of the clause.

12.2.2 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 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.

12.2.3 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 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.

12.2.4 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:

- About any matters arising under this Agreement, and/or
- In relation to the application and operation of the NES

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

### 12.3 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: -

12.3.1 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.

12.3.2 If the matter is not agreed, the Employee representative can meet with the Human Resource Senior Manager and discuss the issue. The parties shall, where practicable, meet within one (1) week of the Human Resource Senior Manager being notified that the meeting between the Management representative and the Employee representative has not resolved the matter.

12.3.3 If the matter is unresolved and is in dispute, the Employee or the Company may refer the matter to the FWC to settle any dispute that is:

- About any matters arising under this Agreement, and/or
- In relation to the application of the NES:

12.3.4 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.

### 12.4 Nominated FWC Member

Any dispute referred to the Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.

### 12.5 Appeal rights of the parties

The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench of FWC. In this respect, FWC is given the same powers that it would otherwise have in dealing with an appeal under the Act.

### 12.6 Powers of FWC

12.6.1 The parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute.

12.6.2 FWC shall be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other thing or interview any Pilot who is usually engaged in work at the workplace.

12.6.3 The parties agree that FWC may give all such directions and do all such things as are necessary for the just resolution and determination of the dispute. This may include but is not limited to:

- a. if requested by either party, convening a conference;

- b. informing her/himself on any matter relevant to the dispute and provide the parties with the source of the information and an opportunity to comment;
- c. take evidence on oath or affirmation;
- d. give directions orally or in writing in the course of, or for the purposes of, procedural matters relating to the proceeding;
- e. compel the production of documents that relate to the dispute that are not commercially confidential or privileged (the parties may challenge before the Commission the veracity of any assertion regarding commercial confidentiality the privileged nature of any documents);
- f. summoning any party to the dispute, witness or persons whose presence the arbitrator believes would help in the resolution or determination of the dispute;
- g. determining the dispute in the absence of any party or person who has been notified of the dispute or who has been summoned to appear;
- h. sit at any place;
- i. conduct the proceeding, or any part of the proceeding, in private;
- j. adjourn the proceeding to any time and place;
- k. refer any matter to an expert and accept the expert's report as evidence;
- l. allow the amendment, on any terms that it thinks appropriate, of any application or other document relating to the proceeding;
- m. correct, amend or waive any error, defect or irregularity whether in substance or form;
- n. make interim decisions, and
- o. make a final decision in respect of the matter to which the proceeding relates.

12.6.4 Where a matter is arbitrated, the process at arbitration shall be that the Applicant to the dispute will outline its case and present any evidence and then the Respondent shall outline its case and present any evidence. The Applicant will then close its case and then the Respondent will close its case. Wherever practicable, evidence will be given in the form of witness statements. The Applicant may then respond to any issues that arise from the Respondent's case that were not reasonably foreseeable to address at first instance.

12.6.5 In exercising its powers, the Commission shall act in accordance with the terms of this Agreement and the Act.

12.6.6 Further to subclauses 12.2 and 12.3, a dispute initiated under clause 12.1 of the CHC Helicopters (Australia) Pilots Offshore Enterprise Agreement 2020-2023 ("the predecessor Agreement"), which has not been resolved or

determined at the time of the approval of this Agreement in accordance with s 54 of the Act, shall also be preserved and resolved in accordance with this Agreement (unless withdrawn) as if initiated under this Agreement. For the avoidance of doubt, the progress of a dispute through clause 12.1 (the dispute resolution process) of the predecessor Agreement shall, for the purposes of this Agreement, be deemed to have been progressed to the equivalent step or stage under this Agreement and the Fair Work Commission is empowered by this clause to resolve a dispute arising under the predecessor Agreement.

## **13. Consultation**

13.1 This term applies if:

13.1.1 the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology; and

13.1.2 the change is likely to have a significant effect on employees.

13.2 The Company must notify the relevant employees and Pilot Employee representatives, of the decision to introduce the major change.

13.3 The relevant employees may appoint the Federation or another representative, for the purposes of the procedures in this term.

13.4 If:

13.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

13.4.2 the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

13.5 As soon as practicable after making its decision, the Company must:

13.5.1 discuss with the relevant employees:

- a. the introduction of the change; and
- b. the effect the change is likely to have on the employees; and
- c. measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and

13.5.2 for the purposes of the discussion — provide, in writing, to the relevant employees:

- a. all relevant information about the change including the nature of the change proposed; and
- b. information about the expected effects of the change on the employees; and



- c. any other matters likely to affect the employees.
- 13.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 13.8 If a term in the enterprise 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 subclauses 14.2, 14.3 and 14.5 are taken not to apply.
- 13.9 In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
- 13.9.1 the termination of the employment of employees; or
  - 13.9.2 major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
  - 13.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 13.9.4 the alteration of hours of work; or
  - 13.9.5 the need to retrain employees; or
  - 13.9.6 the need to relocate employees to another workplace; or
  - 13.9.7 the restructuring of jobs.
- 13.10 In this term, ***relevant employees*** means the employees who may be affected by the major change.
- 13.11 **Consultation about changes to rosters or hours of work**
- 13.11.1 Where the Company proposes to change the employee's 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.
  - 13.11.2 The Company must:
    - a. 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);

- b. 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
- c. 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.

13.11.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

13.11.4 These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements

## **14. Workplace Consultative Group**

- 14.1 The parties shall establish a Workplace Consultative Group (WCG) comprised of equal numbers of senior management representatives and employees nominated by the offshore pilot group with a minimum of one Employee Representative to be involved.
- 14.2 The WCG will facilitate communication between the Company and Employees about workplace issues.
- 14.3 The WCG will meet on a quarterly basis and can be done via teleconferencing

## Part 4: Employment Relationship

### 15. Employment Categories

#### 15.1 Categories of Employment

Pilots will be employed in one of the following categories:

- a. Permanent Full-time;
- b. Permanent Part-time;
- c. Permanent Part-time (2/1 Job Sharing or 3/2 Job Sharing);
- d. Fixed Term Contract; or
- e. Casual

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, fixed term contract or casual.

#### 15.2 Permanent Full-time Employee

15.2.1 A permanent full-time Employee is an Employee who is engaged on a full-time ongoing basis to perform Duty up to the maximum Duty time permitted under the CAOs, the FRMS or the Work Practices in Appendix 1.

15.2.2 A permanent full-time Employee may not engage in any other paid work, service or vocation without prior written approval of the Company.

#### 15.3 Permanent Part-time Employee

15.3.1 A permanent part-time Employee is an Employee who is engaged on a less than full-time but ongoing basis to perform Duty for less than the maximum Duty time permitted under the CAOs, the FRMS or the Work Practice in Appendix I and who has reasonably predictable hours of work.

15.3.2 At the time of engagement, the Company and the permanent part-time Employee will agree in writing on a pattern of work, including which days of the week the Employee will work. Any agreed variation to the regular pattern of work will be recorded in writing.

15.3.3 A permanent part-time Employee will receive, on a pro-rata basis according to ordinary time worked, equivalent pay and conditions to those of full-time Employees.

15.3.4 The Company is required to roster a permanent part-time Employee for a minimum of two hours per Shift.

15.3.5 With the written agreement of the company, two or more pilots may job share a full time position on one of the following basis;

- a. **Permanent part-time (2/1 job share elected lifestyle).**

**Means** a permanent employee who has elected to share one roster line with another pilot (2 pilots sharing 1 job) for a minimum 12-month period.

**b. Permanent part-time (3/2 job share elected lifestyle)**

**Means** a permanent employee who has elected to share 2 roster lines with another 2 pilots (3 pilots sharing 2 jobs) for a minimum 12-month period.

15.3.6 Unless otherwise stated, an employee job sharing a position will be employed under the same terms and conditions as described in sub clauses 15.3.1 to 15.3.4 inclusive.

15.3.7 Refer to Appendix 7 for full details.

**15.4 Casual Employee**

15.4.1 A casual Employee is an Employee engaged and paid as such.

15.4.2 An Employee who does not meet the definition of a permanent full-time Employee or a permanent part-time or a fixed term contract Employee will be classified as a casual Employee.

15.4.3 The rate of pay of a casual Employee will be negotiated between the Company and the Pilot but will not be less than the rates outlined in Schedule 2. The rates in Schedule 2 are inclusive of a 25% casual loading provided elsewhere in this Agreement. The casual loading in lieu of annual leave, sick leave, notice of termination, severance pay and all other benefits and conditions (other than those listed in sub-clause 15.4.8) provided elsewhere in this Agreement.

15.4.1 Employment for an Employee who is a casual Employee may be terminated by a minimum of one (1) days' notice, given at any time, from either the Company or the Employee, or by the payment or forfeiture, as the case may be, of one day's pay at the daily rate of pay.

15.4.2 All Employees, including casual Employees will be bound by the limitations of the FRMS and the Work Practices defined in Appendix I.

15.4.3 All other terms and conditions of the casual Employee's employment will be determined between the Company and the Employee.

15.4.4 Casual employee's right to casual conversion shall be in accordance with the NES engaged as a casual may request conversion to permanent employment under the terms set out in Appendix 7. The following are the only clauses of this Agreement that will apply to casual Employees:

Part 1	All Clauses
1. Clause 12	Procedures to Avoid Industrial Disputes

Part 1	All Clauses
2. Clause 15.1	Categories Of Employment
3. Clause 15.4	Casual Employees
4. Clause 15.6	Requests for flexible work arrangements
5. Clause 20	Classification of Employees
6. Clause 21	Work Organisation
7. Clause 25.3	Camp Allowance
8. Clause 25.6	Daily Travel Allowance
9. Clause 25.7	Transport Allowances and Reimbursements
10. Clause 27	Superannuation
11. Clause 32	Duty Time and Flight Time
12. Clause 43	Travelling and Accommodation
13. Clause 46	Employee Liability

Note: this purposely excludes 32.6.14 and 33.2.

No seniority shall be obtained by a casual Employee during his or her period of employment as a casual.

## 15.5 Fixed Term Contract Employee

- 15.5.1 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 fixed 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.
- 15.5.2 No permanent employee shall be forced to become a fixed term contract employee. Also the intent is that no permanent employee will be made redundant as a result of a fixed term contract.
- 15.5.3 The number of fixed term contract employees employed under this Agreement shall not exceed 25% of the total Offshore Pilot Group.
- 15.5.4 The company will, in the first instance, employ First Officers to fulfil fixed term contract positions. The Company will initially advertise fixed term contract vacancies by way of an internal Expression of Interest process to all suitably qualified and endorsed Offshore pilots.
- 15.5.5 In support of progression, where a permanent SFO or FO is suitably qualified, endorsed and expresses an interest, they will be appointed according to seniority and be temporarily upgraded to higher duties for the purpose of filling a fixed term contract command position in accordance with clause 25.16. At the end of the higher duties assignment, they return to their substantive position.

15.5.6 Pilots shall be selected on the basis of qualifications, experience, relative seniority, and adherence to Company standards and who are considered operationally suitable for the role. Where two or more Pilots are considered equal in terms of experience, qualifications and operational suitability, selection will be based on seniority.

If no suitable applicants, including existing Captains, are available after this process, the Company may employ external applicants on a fixed term contract basis.

15.5.7 A Fixed term contract Employee shall be engaged for a maximum period of 8 months. Where the requirement extends beyond the 8-month period, the company shall employ either a permanent full time Pilot or casual employee to complete the remaining requirement on the contract, or if due to approved leave of absence or client contract overruns, can further extend the fixed term period by agreement with the Employee to no greater than 12 months.

15.5.8 Where the fixed term contract is required as coverage for a 12-month parental leave period, a fixed term contract may be issued for a 12-month period.

15.5.9 A fixed term contractor shall not be re-engaged on a fixed term contract for a period of 50% of the duration of their previous contract or two months whichever is the greater.

15.5.10A fixed term contract is not deemed a suitable redeployment option, for the purposes of clause 19.5 or 19.11 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 which case if that employee remained exposed to redundancy the nominated redundancy/termination date will be adjusted accordingly.

## 15.6 **Requests for Flexible working arrangements**

An eligible employee may make a request for a change in working arrangements under section 65 of the Act.

## 16. **Probationary Period**

All new permanent Employees will be employed on a probationary period of not greater than six (6) months. The probationary period will be stated in writing at the commencement of employment. The notice period under sub-clause 17.1.1 will apply during the probation period.

## 17. **Termination of Employment**

17.1 The service of a permanent and fixed term contract Employee may be terminated by either the Company or the Employee:

- 17.1.1 During the first three (3) months of service for a permanent employee or for the duration of the contract for a fixed term contract employee, by giving 14 calendar days' notice (a "day" means a calendar day).
- 17.1.2 For permanent employees only, after three (3) months service, by giving 28 calendar days' notice.
- 17.1.3 The notice period by the Company to the Employee may, at the Company's election, be:
- a. paid for in lieu by the Company; or
  - b. part worked by the Employee and part paid in lieu by the Company; or
  - c. worked by the Employee.
  - d. If an Employee is employed under any job sharing category at the time of termination, severance pay and all other employee entitlements shall be calculated at the Employees' Permanent Full-time rate of pay.
    - i. For the purposes of severance pay calculations, an Employees year of service whilst on the 2/1 form of job share is counted as 0.50 for every full year (prorated) worked on a 2/1 job share roster.
    - ii. For the purposes of severance pay calculations, an Employees year of service whilst on the 3/2 form of job share is counted as 0.67 for every full year (pro-rated) worked on a 3/2 job share roster.
- 17.1.4 Where the Employee gives the Company notice, the notice period may, at the Company's election, be;
- a. paid for in lieu by the Company; or
  - b. part worked by the Employee and part paid in lieu by the Company; or
  - c. worked by the Employee.
- 17.1.5 Where the Employee does not give the Company the required notice, the value of the deficient notice period may be deducted from any monies owing to the Employee upon termination so long as those monies are not attributable to outstanding minimum annual leave entitlements that the Employee would have accrued in accordance with the Act (rather than this Agreement) for the period of employment.
- 17.2 An Employee who is over 45 years of age at the time of the giving of the notice and has at least two (2) years continuous service will be entitled to an additional week's notice.
- 17.3 In calculating any payment for a period in lieu of notice, the Company must pay to the Employee the full rate of pay the Employee would have received in respect of the hours they would have worked during the period of notice had their employment not been terminated.

- 17.4 The period of notice in this clause, shall not apply in the case of:
- dismissal for reasons of serious and/or wilful misconduct, or
  - dismissal of a casual Employee, or
  - termination of employment arising from the expiry of a fixed term contract
- 17.5 If the services of an Employee are terminated by the Company whilst the Employee is touring away from Home Base, the Employee will be returned to a mutually agreed capital city at the Company's expense. An Employee who resigns for the purpose of employment as a pilot with another employer whilst touring away from the Employee's Home Base will not be entitled to the benefits of this sub-clause.

## 18. Stand Down

- 18.1 Despite anything elsewhere contained in this Agreement, the Company may deduct payments from the Week's Pay that would have been due to the Employee for any days that the Employee cannot be usefully employed because of any strike, stoppage or other limitation of work for which the Company cannot reasonably be held responsible, subject to the following conditions:
- An Employee may be stood down only at his or her Home Base.
  - When the Company proposes to exercise the right conferred by this clause, the Company will notify the Employee. During the period such notification remains in force, the Employee will be deemed to be stood down for the purpose of this clause.
  - Any Employee who is stood down under this clause will be treated for all purposes (other than payment of Salary) as having continuity of service and employment despite such standing down.
- 18.2 Any Employee who is stood down under this clause may terminate his or her employment without notice and without being required to provide notice at any time during the period he or she is stood down and will be entitled to receive, as soon as practicable, all Salary and other payments to which he or she is entitled up to the time of termination.
- 18.3 Any Employee whose employment is terminated under sub-clause 18.2 will for all purposes be treated as if his or her employment has been terminated by the Company without default of the Employee but the Company shall not be obliged to make payment in lieu of notice.

## 19. 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 or where employment of an Employee is terminated because of the insolvency or bankruptcy of the Company



- 19.1 Where involuntary redundancy is required the provisions of clause 19.3 will apply to determine how selection is carried out.
- 19.2 Where there is a decision by the company that is likely to lead to loss of jobs due to redundancy, the Company undertakes to work with affected Employees to minimise the need for involuntary redundancies by considering:
- a. Leave without pay applications
  - b. The taking of annual and long service leave
  - c. Working in onshore contracts for a period
  - d. Applications for voluntary redundancy as a priority from the affected pilot group or from the wider pilot group.  
  
In all cases, acceptance of a voluntary redundancy application shall be at the Company's sole discretion
  - e. Elected lifestyle job sharing options (2/1 or 3/2)
  - f. Secondment to another position within CHC Australia or a CHC Global entity.

### 19.3 Involuntary Redundancy

19.3.1 The method of selecting pilots for involuntary redundancy will initially depend on the type of client contract that the pilot is working on.

19.3.2 For the purposes of this clause a client contract will be designated as either:

- a. **Existing Contract** – means the existing Shell and HSA contracts or extensions of these.
- b. **New Touring Contract** – means client contracts (other than an Existing Contract) that are exclusively touring in nature.
- c. **Fixed Base** – means a client contract that is exclusively fixed base in nature.
- d. **Blended Contract** – means a client contract that is a mixture of touring and fixed base.

19.3.3 Subject to the provisions set out below, the redundancy Merit System at Appendix 2 (“Merit System”) will continue to apply to Existing Pilots whilst there an Existing Contract in operation. Once both of the Existing Contracts end, the Merit System ceases to apply to Existing Pilots.

19.3.4 The application of the Merit System cannot impact upon any pilot who is employed on a Fixed Base contract or on a Blended Contract.

19.3.5 Blended Contracts may operate to the following ratios:

- a. Where there are up to 6 pilots employed on the contract, not less than 50% of them may be Touring Pilots.

- b. Where there are 7 or more pilots employed on the contract, not less than 60% will be Touring Pilots.
- c. The limit of ratio of Touring Pilots to Fixed Base pilots in (a) and (b) may only be varied by agreement between the parties.
- d. Pilots who are employed as TREs shall be excluded from pilot numbers when calculating the above ratios.
- e. Where required, the Company shall provide relevant information, including client contracts or extracts therefrom, to demonstrate its requirement to operate a Blended Contract on the above basis.

19.3.6 Where redundancy is to occur on a New Touring Contract, Blended Contract or Fixed Base Contract (due to it being down sized, changed or lost) whilst an Existing Contract operates, pilots who are not Existing Pilots working on that contract will be selected first for redundancy. In these circumstances Pilots who are Existing Pilots and are surplus to contract requirements will be returned to work on an Existing Contract and where any redundancy circumstance subsequently arises in respect to an Existing Pilot on an Existing Contract, redundancy shall then be affected in accordance with the Merit System.

19.3.7 In a circumstance where the Merit System ceases to apply or does not apply to the selection of a pilot for redundancy, the Company will utilise one or more of the criteria below to determine selection:

- a. Contract affected; and/or
- b. Rank of employee affected; and/or
- c. Ratio of employees required: Captain/SFO/FO; and/or
- d. Base affected; and/or
- e. Type affected: type of helicopter being utilised.

#### 19.4 **Transfer to Lower Paid Duties**

Where an Employee agrees to be transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. The Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing. Transfer to lower paid duties where those duties involve employment under a fixed term contract shall not be an option under clause 20.3 unless the Employee agrees.

#### 19.5 **Severance Pay**

19.5.1 In addition to the period of notice prescribed for termination in clause 18 Termination of Employment, an Employee whose employment is terminated

by reason of redundancy must be paid 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.

19.5.2 An Employee whose employment is under notice of termination for reasons 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 Pilot's request a reimbursement for travel expenditure actually incurred in returning to that place of recruitment up to the equivalent cost of air travel, and
- b. payment from the Company in accordance with clause 42 of this Agreement for expenses incurred in relocation to the place of original recruitment within Australia.

#### 19.6 Pilots leaving during notice period

An Employee whose employment is to be terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the Employee remained with the Company until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

#### 19.7 Time off during notice period

19.8.1 During the period of notice of termination given by the Company an Employee will be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

19.8.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Company, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

#### 19.8 Employees exempted

The benefits prescribed in this clause shall not apply in the case of: -

- dismissal for serious and/ or wilful misconduct; or
- dismissal of a casual Employee; or
- termination of employment arising from the expiry of a fixed term contract.

#### 19.9 Incapacity to Pay

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

#### 19.10 Comparable Alternative Employment

19.10.1 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 severance pay to the Employee.

19.10.2 Employment under a fixed term contract shall not be deemed comparable alternative employment under clause 19.11 unless the Employee agrees.

19.10.3 For the purpose of this clause, in determining what comparable alternative employment is, the NES will apply.

#### **19.11 Transfer of Employment Situations that affect the Obligation to Pay Redundancy Pay**

19.11.1 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 severance pay under clause 19.6 in relation to the termination of their employment.

19.11.2 An Employee is not entitled to severance pay under clause 19.6 in relation to the termination of their employment with the Company if:

- a. 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 Employer immediately before the termination; and
  - (ii) recognises the Employee's service with Employer, for the purpose of the Act; and
- b. had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee as defined by the Act.

19.11.3 If, upon an application by the Employee to FWC, FWC is satisfied that sub-clause 20.10.2 operates unfairly to the Employee, it may order the Employer to pay the Employee a specified amount of severance pay (not exceeding the amount that would be payable but for sub-clause 19.12.2) that FWC considers appropriate. In those circumstances, the Employer shall pay the Employee that amount of severance pay.

19.11.4 **Renewal of Qualifications** – An Employee whose employment is to be terminated by reason of redundancy shall be provided with the opportunity to renew all existing qualifications and rating required by the Company immediately prior to the Employee's termination where such qualifications and rating are due to expire within three (3) months of the date of termination. The renewal of qualifications will be provided at the Company's expense.

## Part 5: Rates of Pay and related matters

### 20. Classification of Employees

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

Category	Description
First Officer	A Pilot who is appointed to a position and performs the duties as second in command of an aircraft. This is the normal entry level for new Pilots.
Senior First Officer	A First Officer who has completed three (3) consecutive Years of Service with the Company and who has passed an assessment flight to a P1 standard.  OR  On Commencement of employment with the company a Pilot that receives a Command Endorsement who is appointed to a position and performs the duties as second in command of an aircraft.
Multi engine IFR Captain	A Pilot who is appointed to a position and performs the duties of a Pilot in command of a multi engine aircraft on IFR operations.

### 21. Work Organisation

An Employee will undertake duties as directed within the limits of his or her competence, including Duties of a lower category in the classification system.

### 22. Category Progression

- 22.1 A First Officer position is the minimum Pilot level upon initial employment. The Parties are committed to the development of Pilots beyond that minimum level, in the interests of the Pilots' careers and operational efficiency. The Company's aim is to give Pilots the opportunity to increase their qualifications, with time and experience. Pilots are required to progress beyond First Officer level.
- 22.2 A Pilot initially employed as a First Officer will be assessed for reclassification as a Senior First Officer within three (3) Years' Service with the Company.
- 22.3 The assessment in sub-clause 22.4 shall take into account the Pilot's prior performance reports. The assessment shall be made against the criteria required for P1 standard.

If the Pilot passes the assessment to P1 standard, he or she shall be promoted to Senior First Officer.

- 22.4 A Pilot who fails the P1 assessment and deems the assessment unfair may submit the reasons to the Manager Flight Operations (Chief Pilot). The Manager Flight Operations (Chief Pilot) shall assess the reasons and determine whether the Pilot shall be reassessed. If the Pilot is to be reassessed, he or she will be reassessed at the next scheduled Base Check ("Second Attempt"). If that Pilot does not pass to P1 standard after the Second Attempt, any future command assessment will be at the sole discretion of the Company.
- 22.5 The Company will provide Senior First Officers with a program of command and ICUS training. A Senior First Officer will receive a command endorsement and a command instrument rating within two (2) years after the initial appointment to the classification of Senior First Officer. ICUS training will be provided under suitably qualified Captains. The successful completion of this training will not entitle a Senior First Officer to a command position or command pay until he/she is appointed to a command position.
- 22.6 A Senior First Officer shall remain classified as such until successfully applying for a command position. Where a Senior First Officer is engaged for a period in higher duties as a Captain, the Senior First Officer will be paid for that period as a Captain at the same incremental point/year of service as they were/are as a Senior First Officer.
- 22.7 Progression to a command position shall be by appointment to a vacancy, managed in accordance with clause 23.

**22.8 Category Reduction**

A Pilot who successfully applies for a position of lower classification will be paid at the appropriate rate for the new classification from the date the new role commences.

A minimum period of five (5) weeks' notice shall apply before a Salary reduction takes place following a reduction in classification for any other reason.

**22.9 Category Regression**

22.9.1 For the purpose of this clause, "Category Regression" shall mean a voluntary decision made by a Pilot to regress to a lower ranking position, (e.g. Captain regressing to First Officer).

22.9.2 Category Regression shall only be available to a Pilot by consultation and agreement with the Manager Flight Operations (Chief Pilot) and will depend on operational requirements.

22.9.3 From the date of regression, the Pilot will be paid the Gross Annual Salary applicable to the new classification at the equivalent year level and if absent through Personal Leave, will be paid Personal Leave at the rate appropriate to the new classification.

22.9.4 The accumulated annual leave, long service leave and field leave entitlements of a Pilot who regresses his or her classification under this clause will be treated as follows: -

- a. A calculation of the monetary value of the accumulated entitlements immediately prior to the Category Regression compared to their monetary value immediately after Category Regression will be made and provided to the Pilot.
- b. If the Pilot so chooses, the difference in the monetary value of those entitlements (or a portion thereof) may be paid out to the Pilot either as a lump sum or over a predetermined number of pays nominated by the Pilot.
- c. Any portion of the difference in monetary value that is not paid out pursuant to sub-clause 22.9 (b) will be preserved at its actual monetary value at the date of Category Regression, and will remain available to the Pilot as a monetary amount either to be paid out pursuant to sub-clause 22.9 (b) at a future date or on termination of employment.
- d. Any remaining portion of the difference in monetary value of the accumulated leave that is not paid out pursuant to this clause will not be indexed in any way but will remain at its monetary value as at the date of Category Regression.

If the employment of a Pilot who has undertaken a Category Regression pursuant to this clause is terminated by reason of redundancy:

- a. that Pilot's notice period or payment in lieu will be calculated at his or her Gross Annual Salary at the time of the notice being given by the Company, and
- b. severance payments will be calculated on a pro-rata basis of time served in each classification. Payment for the command portion of the severance payment will be calculated at the Pilot's actual Gross Annual Salary on the date immediately prior to Category Regression. The other component will be calculated at the Pilot's current Gross Annual Salary at the time of termination of employment.

## **23. Filling of Vacancies**

### **23.1 Filling of Permanent Position Vacancies**

23.1.1 The Company shall fill permanent position vacancies in the classification contained in this Agreement in accordance with this clause.

23.1.2 Pilots will be notified of all vacancies through an Expression of Interest (EOI).

The EOI will also be displayed on the Company intranet and/or on notice boards at each base for a period of seven (7) days. The format of advertisements shall include:

- a. Contract requirements including:

- (i) type endorsement;
  - (ii) aircraft hours' requirements;
  - (iii) type and numbers of type rating renewals, and
  - (iv) role specific requirements.
  - (v) Whether the contract is an Existing Contract, New Touring, Fixed Base or a Blended Contract as defined in clause 19.3.2.
- b. Other general requirements.
  - c. Closure date of applications.
- 23.1.3 All full time permanent offshore Employees have the opportunity to respond to an Expression of Interest for transfer to any future permanent vacancies, including both offshore and onshore.
- 23.1.4 Pilots shall be selected on the basis of qualifications, experience, relative seniority, and adherence to Company standards and who are considered operationally suitable for the role. Where two or more Pilots are considered equal in terms of experience, qualifications and operational suitability, selection will be based on seniority. Preference will be given to permanent Pilots who are on site and meet the requirements of the vacancy.
- 23.1.5 However, priority will be given to internal applicants and their career progression in the first instance. Where there are no suitable candidates, the Company may fill the vacancy by external recruitment.
- 23.1.6 The Company, at its sole discretion, may appoint any Captain to the positions of Chief Pilot, Senior Base Pilot or Check and Training Pilot.

## **24. Salaries**

24.1 Salary and additions to Salary for ATPL and, subject to clause 24.5.1, NVFR and IFR shall be in accordance with the tables in Schedules 1 and 3. Payment will occur to commence on or after the dates indicated (from the operative dates indicated in those Schedules).

### **24.2 Payment of Employees**

24.2.1 All Employees will be paid fortnightly.

24.2.2 Subject to:

- a. Australian Taxation Laws as applying from time to time;
  - b. a written agreement between the employee and the Company; and
  - c. the requirements of the Act,
- an Employee may apply to salary sacrifice part of his or her Gross Annual Salary under this Agreement. The Employee or the Company may cancel salary sacrifice arrangements by providing 21 days' written notice to the other party.



## 24.3 Base Salaries

### 24.3.1 *First Officer*

First Officers Base Salary will be paid at the rate for their corresponding year level as calculated at Schedule 1. The yearly increment progression for a First Officer shall end at year 10.

### 24.3.2 *Senior First Officer*

Senior First Officers Base Salary will be paid at the rate for their corresponding year level, as calculated in Schedule 1. The yearly increment progression for a Senior First Officer shall end at year 18.

### 24.3.3 *All Other Operations Command*

Pilots commanding multi-engine aircraft or single engine aircraft with maximum take-off weight equal to or greater than 9000 pounds will be paid a Base Salary corresponding to Years of Service, as calculated in Schedule 1.

## 24.4 Prior Experience Increments

A Pilot who commences employment with the Company on or after the date of lodgement of this Agreement will be entitled to the following service credits for the purpose of determining the Salary increment level:

<b>PRIOR EXPERIENCE COMMAND HOURS</b>	<b>CREDITS</b>
Experience 3000 – 5999 helicopter command hours	1 year
Experience 6000 – 8999 helicopter command hours	2 years
Experience 9000 or more helicopter command hours	3 years
<b><i>Total maximum credit is therefore:</i></b>	<b><i>3 years</i></b>
<b>OTHER QUALIFICATIONS</b>	<b>CREDITS</b>
Twin Command on aircraft types operated by the Company	1 year per type
<b><i>to a maximum twin credit of:</i></b>	<b><i>2 years</i></b>
Current Aust. IFR Helicopter Command, Military or International Equivalent	2 years
Any other IFR. NVFR Helicopter, lapsed or otherwise or Military Equivalent (each)	1 year
<b><i>to a maximum IFR credit of:</i></b>	<b><i>2 years</i></b>
<b><i>Total maximum twin credit is therefore:</i></b>	<b><i>4 years</i></b>

## 24.5 Additions to Salary

### 24.5.1 *Air Transport Pilot's Licence and Instrument Ratings*

- a. From 01 May 2022 to the date of approval of this Agreement a Pilot who holds an ATPL, NVFR Rating and/or an Instrument Rating (IR) shall be paid in addition to their Base Salary prescribed in clause 24.3, the amounts outlined in Schedule 3.
- b. From the date of approval by the FWC of this Agreement, NVFR and IR will become one standalone allowance known as an Instrument Rating (IR) allowance as outlined in Schedule 3. The NVFR allowance will no longer apply except as provided below;
  - i. Employees in receipt of the NVFR allowance (whether required or not) on or prior to the approval of the Agreement by the FWC, shall continue to be entitled to, and will be paid, the allowance. However the NVFR allowance will not apply to Employees employed after the approval of the Agreement.
- c. From the date of approval of this Agreement, the Co Pilot Instrument Rating will not apply and will be substituted with the Command IR allowance which shall be paid to all pilots.

### 24.5.2 *Senior Base Pilot*

Senior Base Pilots appointed by the Manager Flight Operations will be paid the following addition to the Salary prescribed in clause 24.3:

Supervising up to and including three (3) Pilots	5 %
Supervising Four (4) or more Pilots	8%
Supervising Ten(10) or more Pilots	13%

Percentage additions provided under this sub-clause shall be calculated on the total of a Year 10 Pilot base salary plus Air Transport Pilot's License and Command Instrument Rating of the Pilot's classification.

### 24.5.3 *Check and Line Training Pilots*

Check and Training Pilots and Line Training Pilots will be paid the following addition to the Salary prescribed in clause 24.3:

Line Training Pilot	8%
Check and Training Pilot (Type Rating Instructor)	20%
Check and Training Pilot (Type Rating Examiner) plus IFR	25%

Percentage additions provided under this sub-clause shall be calculated on the total of a Year 10 Captain base salary plus Air Transport Pilot’s License and Command Instrument Rating of the Pilot's classification.

If the Pilot is required to fulfil both Senior Base Pilot and Check and Training roles, the Check and Training Pilots’ additions to salary are instead of and not cumulative upon the Senior Base Pilot additions to Salary.

**24.5.4 Offshore Pilot Payment**

An Offshore Pilot payment as outlined in Schedule 3 will be payable to all Pilots covered by this Agreement.

The amounts shown in Schedule 3 are per annum and will be paid fortnightly in accordance with clause 24.2.1.

24.6 If an Employee is:

- a. Job sharing on a 2/1 job share elected lifestyle basis, ATPL, IFR, NVFR & Offshore Allowance shall be paid at 50% of the published rates;
- b. Job sharing on a 3/2 job share elected lifestyle basis, ATPL, IFR, NVFR & Offshore Allowance shall be paid at 67% of the published rates; and
- c. All other Additions to base salary shall be in accordance with the tables in Schedule 3.

**25. Allowances**

**25.1 General**

If any allowances directly corresponding to those allowances payable under this clause are payable at a particular location to another group of Company employees pursuant to any Enterprise Agreement at a higher rate than the amounts payable herein, the higher rate shall apply to Pilots at that same location. However, the Pilots must also comply with any qualifying conditions applying to the other employee group, except for Laundry Allowance which has a specific qualifying period detailed in the Agreement.

**25.2 Area Allowances**

25.2.1 The following Area Allowances will be paid to Employees whose Home Base is as specified:

	Pilots employed prior 3 December 2003	Pilots employed post 3 December 2003
Darwin	\$19,586 per annum	\$10,000 per annum

#### Darwin Allowance:

- a. A Pilot's primary place of residence must be in Darwin for the Pilot to be entitled to the allowance.
- b. The onus of proving the primary place of residence rests with the Pilot. Primary place of residence will be defined as: to live permanently or for a considerable time in or at a particular place.
- c. A Pilot who is currently in receipt of the Darwin allowance, shall continue to be entitled to the Darwin allowance as a result of the above provisions coming into effect.
- d. A new employee who commences after the operative date of the agreement is not entitled to receive the allowance.
- e. Flexibility agreements may be considered on a case by case basis.

25.2.2 Employees who tour to Troughton Island or Truscott will receive an allowance per hour as indicated in Schedule 4 whilst at either of these locations.

#### 25.2.3 Overseas Allowances

- a. Employees who tour to East Timor will be entitled to an allowance per hour whilst in East Timor, in accordance with Schedule 4.
- b. Employees who are required to travel to and remain overnight in Norway will be entitled to an additional Norway DTA Allowance whilst in Norway, in accordance with Schedule 4.
- c. Any future operations in other overseas locations will attract the payment of an appropriate area allowance to be determined by prior agreement between the Company and the Pilot Representatives.

### 25.3 **Camp Allowance**

25.3.1 Employees will not be required to Camp under canvas. When an Employee is accommodated in a Camp, a 'Camp Allowance' will be paid in accordance with Schedule 4. For the purpose of this clause, the definition of a Camp is agreed to include Truscott.

25.3.2 The Allowance is not payable in overseas locations because the Allowance at 25.2.3 covers the field.

### 25.4 **Offshore Accommodation Allowance**

Employees accommodated on an offshore installation or vessel will be paid an 'Offshore Accommodation Allowance' in accordance with Schedule 4. During the period the Employee is accommodated offshore, DTA (meals provided) may also be claimed; however, Area Allowances are not payable.

### 25.5 **Unsuitable Accommodation Allowance**

25.5.1 Where Suitable Accommodation cannot be provided, the Company will pay the Employee an 'Unsuitable Accommodation Allowance' in accordance with Schedule 4. The payment of this Allowance does not enable the Company to avoid its obligation of providing Suitable Accommodation if it is available.

25.5.2 This Allowance is not payable in Camps or on offshore installations or vessels, nor does it apply to overseas operations, because the Area, Camp and Offshore Accommodation Allowances specified in clauses 25.2 and 25.3 and 25.4 cover the field.

25.5.3 This allowance is payable to Employees who are accommodated at Truscott in accommodation that is inferior to the agreed CHC standard as set out in Appendix 3, Section 4.

25.5.4 An Employee who:

- a. has volunteered as specified in Appendix 3 Part 4 part of a company survey to stay (if it is required) in a room that does not meet the agreed specific accommodation standard for Truscott as described in Appendix 3 Part 4; and
- b. who is subsequently required to stay overnight in such a room, will be entitled to an additional payment of the 'Truscott Volunteer Allowance' in accordance with Schedule 4 for each night that he/she stays in such a room.

25.5.5 An Employee who is not a volunteer in accordance with this clause and who is required to stay in accommodation that does not meet the CHC standard (as set out in clause 25.5.3), will not be required to stay in such accommodation for more than 42 nights in a year. If, for whatever reason, the application of this sub clause will result in the Company being unable to fulfil its contractual obligations, the parties will meet to attain a solution that will meet both CHC's and the Employee needs.

## 25.6 **Daily Travel Allowance (DTA)**

25.6.1 An Employee on a tour of Duty Away will be paid a DTA in accordance with Schedule 4 per hour or part thereof, calculated for all time between departure from, until 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.

25.6.2 Notwithstanding sub-clause 25.6.1, the DTA will be calculated from the commencement of departure from the Home Base city or locality if there is no domestic airport for departure in the Home Base city or locality.

## 25.7 **Transport Allowances and Reimbursements**

25.7.1 *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.

#### 25.7.2 *Use of Employee's own vehicle*

No Employee will be required to use his or her private vehicle on the Company's business unless the Employee so agrees. If the Employee so agrees, he or she will be paid a Mileage Allowance in accordance with Schedule 4 per kilometre travelled. The Employee will also be reimbursed for any out of pocket expenses for parking and toll charges that are substantiated by tax invoice.

#### 25.7.3 *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 4 per kilometre travelled. The Pilot must substantiate the distance claimed; and
- any out of pocket expense for parking and toll charges that are substantiated by tax invoices.

to a combined maximum in accordance with Schedule 4 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 4 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.

#### 25.7.4 *Redirection of travel*

a. An Employee engaged on a tour away from their Home Base may nominate and be travelled to destinations, other than their Home Base, following the completion of their tour.

- b. An Employee engaged in travel for training away from their Home Base may nominate travel dates related to that training (within Australia or Internationally) such that they may depart for and return from the training destination on their preferred dates.
- c. In both cases, it is the Employee's responsibility to ensure they can resume work or training as required on their normal roster, and any additional cost (i.e. the cost over and above the employee's ordinary touring travel costs) are met by the employee but booked by the company.
  - i. This includes any additional costs arising from travel or associated restrictions that may be applied by the State, Federal or International Governments relating to Pandemics which could prevent a pilot from returning to their roster, other than where the restriction or otherwise is imposed in relation to, or by, the country of destination of the tour.
  - ii. In this case not only shall the company bear all related costs, but the pilot shall not suffer any detriment or negative consequence in relation to their employment.
- d. Any changes, or redirection of travel requests must be made prior to travel being booked, in accordance with the CHC company travel policy.

#### 25.7.5 *Passports*

The Company shall reimburse Employees 50% of the cost of the passport only (excluding photos or associated ad hoc / related fees) if required to travel overseas.

### 25.8 **Buffer Allowance**

- 25.8.1 An Employee deployed on Work Practice 1 who does not receive the buffer periods preceding and succeeding days free of Duty specified in clause 32.6.10 will be entitled to an hourly payment for each hour (or part thereof) reduction as specified in Schedule 4. Buffer allowance is not applicable if there is a period of Annual, Long Service Leave, banked Field Leave not associated with a tour/deployment and/or Leave Without Pay for a period of more than 3 days between the end of the Employees current roster and beginning of next roster.
- 25.8.2 A Fixed Base Employee deployed on Roster Condition 4 who does not receive the buffer periods preceding and succeeding days free of Duty specified in sub clause 33.7.2 will be entitled to an hourly payment for each hour (or part thereof) reduction as specified in Schedule 4. Buffer allowance is not applicable if there is a period of annual, long Service, or banked field leave not associated with a tour/deployment and/or Leave Without Pay for a period of more than three days between the end of the Employee's current roster and beginning of next roster.
- 25.8.3 Where Buffer Allowance is not payable as defined in this clause the Company shall still endeavour to provide the Buffer period wherever possible.

## 25.9 Communication Expenses

25.9.1 The Company requires an Employee to be contactable by mobile phone whilst on or available for duty – including standby. As such, the Company will pay a communication expense allowance in accordance with the rate outlined in schedule 4.

25.9.2 The Company at its discretion may provide the Employee with a mobile telephone at its expense, in lieu of the provisions of sub-clauses 25.9.1.

## 25.10 Laundry Expenses

25.10.1 An Employee on a tour of Duty Away will be reimbursed for reasonable actual laundry expenses incurred while away from Home Base.

25.10.2 For a tour of Duty Away of greater than four continuous days without access to Laundry Facilities including Washing Powder, the Employee may choose to be paid a laundry allowance in accordance with Schedule 4 per day in lieu of the reimbursement available in sub-clause 25.10.1.

25.10.3 Where Laundry Facilities including Washing Powder are provided by the Company free of charge to the Employee 25.10.1 and 25.10.2 shall not apply.

## 25.11 Uniform Allowance

25.11.1 Where the Company requires an Employee to wear a Uniform, the Company will provide such Uniform or will reimburse the Employee all reasonable costs associated with the provision of such Uniform.

25.11.2 Where a Uniform is provided, it will remain the property of the Company.

25.11.3 The Company will make provision for Employees, through salary sacrifice, to purchase the same type of helmet as is supplied by the Company to SAR/EMS Pilots.

25.11.4 Where possible, all Uniforms are to be made of 100% cotton or fire resistant material.

## 25.12 Split Shift Allowances

25.12.1 Duty period is considered split ("Split Duty") when a significant gap occurs between successive Duty periods during which the Pilot is relieved of all Duty except the Standby component. To be considered a Split Duty for the purpose of the FRMS, 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.

25.12.2 If an Employee is required to work a Split Duty as defined above and as applied in the applicable Work Practices, that Pilot may be entitled to a 'Split Shift' Allowance in accordance with Schedule 4, the amount varying dependant on the circumstances and the Work Practice under which the Shift was performed as follows:

25.12.3 *Work Practice 1*



Subject to clause 25.12.2, if a Split Duty is worked that involves work between 2200 and 0600; the Employee is entitled to a Split Shift Allowance.

### **25.13 SAR Callout Allowances**

25.13.1A Fixed Base Employee who is recalled to Duty out of his or her normal work hours to participate in an AusSAR search or rescue will be entitled to a 'SAR Callout' Allowance in accordance with Schedule 4. 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 sub-clauses 25.12 or 32.6.8.

25.13.2 A Touring Employee, 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 4. This allowance is instead of and not cumulative upon any Split Shift Allowance payable under clause 25.12 if the Employee:

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

### **25.14 Aviation Medical Reimbursements**

25.14.1An Employee required to complete aviation medicals as part of their employment with the Company shall be entitled to claim reimbursement for such medicals at the rate outlined in schedule 4 per annum.

25.14.2The Employee shall provide tax invoices to substantiate the claim and claims must be made on at least an annual basis.

25.14.3Reimbursement at the rate outlined in schedule 4 will be made for receipts dated on and from the operative date of the Agreement.

25.14.4In addition to clause 25.14.1, reimbursement of ECGs (Electrocardiograms) will be made for receipts dated on and from the operative date of the Agreement.

25.14.5The aviation medical reimbursement amount shall be increased by CPI annually as shown in Schedule 4.

### **25.15 Subscription and Equipment Reimbursement**

25.15.1 Employees are required to purchase applicable AIP Publications and Navigational Maps and equipment, including headsets, as part of their employment with the Company.

25.15.2 Employees must ensure the publications and equipment are available for their use at the workplace at all times.

25.15.3 Effective from the date of approval of this Agreement, the employee shall be entitled a (maximum) reimbursement of \$650 per year from the first full pay

period on or after the agreement is approved or (a maximum of) \$1300 over two financial years (1 July – 30 June) in accordance with schedule 4.

25.15.4 From 01 May 2024 this amount will be increased at the rates prescribed in Schedule 4. The Employee shall provide tax invoices to substantiate the claim. This payment is not applicable if the AIP and Navigational Maps or equivalent are provided by the Company.

#### 25.16 **Night Vision Goggle Payment (NVG) / Auto hover**

25.16.1 An Employee who is qualified in the use of NVG and/or Auto hover and is required to use NVG and/or Auto hover as part of their duties is entitled to an NVG/Auto hover payment as outlined in Schedule 4. If an Employee is required to use both throughout a 12-month period, the allowance is applied only once. An employee cannot claim the allowance twice if both NVG and auto hover are used.

25.16.2 The amounts shown in Schedule 4 are per annum and will be paid fortnightly in accordance with Clause 24.2.

#### 25.17 **Higher Duties Allowance**

Where a permanent SFO or FO is temporarily upgraded for the purpose of filling a fixed term contract command position in accordance with Clause 16.5.4, they will receive a Higher Duties Allowance. The Higher Duties Allowance will be paid on a pro rata basis in accordance with the following:

25.17.1 The current incremental point/year of service that is being paid to the Senior First Officer will be paid for the duration of the higher duties (E.g. Year 14 Senior First Officer would be paid as a Year 14 Captain in Schedule 1).

25.17.2 At the end of the higher duties assignment, the Employee will return to their substantive position at their rate of pay that applies to that position.

#### 25.18 **Footwear**

An allowance in accordance with the rate outlined in Schedule 4 will be available every second year to each pilot for the purchase of footwear appropriate for flying duties.

#### 25.19 **General - Schedule Increases**

Where Schedules 1, 2, 3, 4 refer to an increase of CPI, this will be applied subject to that increase being capped at the referenced higher rate as contained in the schedules, and subject to the minimum percentage increase as referenced in the schedules for the years 2024 onwards.

## 26. **Superannuation**

### 26.1 **Superannuation Legislation**

26.1.1 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of*

*Complaints) Act 1993 (Cth)*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties and shall be complied with by the employer.

26.1.2 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.

## 26.2 Selection of fund

For the purposes of this clause, 'Fund' means AustralianSuper, or the CHC Helicopters (Australia) Superannuation Plan, a sub-plan of the Mercer Super Trust.

## 26.3 Fund Withdrawals

Employees should consider the effect of a withdrawal/transfer of funds and the investment earnings on those funds from the CHC Fund. Where an Employee contributes to a CHC Fund, and on that basis is entitled to the Group Life Insurance provisions provided by this Agreement, any subsequent withdrawal/transfer from the CHC 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 27.

## 26.4 Ordinary Time Earnings

For the purpose of this clause, 'Ordinary time earnings' has the same meaning as applicable superannuation legislation.

## 26.5 Fund Contributions

The Company will contribute to the Fund, on behalf of the Employee, superannuation at the rate determined by superannuation legislation or clause 26.1.2. The contribution rate will be based on the Employee's ordinary time earnings.

## 27. Group Life Insurance

27.1 Effective from the date of lodgement 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 five (5) times their Gross Annual Salary over and above any entitlement due under any workers' compensation legislation applicable to the Employee.

27.2 Provision of a benefit not less than that prescribed in this clause under a superannuation scheme will meet the intention of this clause.

27.3 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.

- 27.4 The insurance benefit applicable in clause 27.1 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.
- 27.5 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.
- 27.6 The insurance benefit referred to in sub-clause 27.1 is subject to the following limitations:
- 27.6.1 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
- 27.6.2 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
- 27.6.3 the benefit payable may be reduced in certain circumstances - refer sub-clause 26.2.

## **28. Loss of License Cover**

- 28.1 The Company will provide Loss of License cover to its permanent full-time Pilots. This requirement will be met in one of two ways, at the Pilot's discretion:
- 28.1.1 the Company may reimburse the Pilot up to an amount in accordance with Schedule 4 substantiated by receipt, to enable the Pilots to secure at loss of license cover. Reimbursement will be made for receipts dated on and from the operative date of the Agreement; or
- 28.1.2 the Company may provide loss of license cover based on the Company's internal scheme or any other scheme.
- 28.2 The cover benefit referred to in sub-clause 28.1 is subject to the following limitations:
- 28.2.1 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

28.2.2 the benefit will not be payable if the loss of licence 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.

## **29. Income Protection Insurance**

29.1 Subject to the provisions of this clause, the Company will fund the cost of income protection insurance for all permanent full-time Employees.

29.2 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 Employee's 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.

29.3 Provision of the insurance is subject to the insurance policy terms and conditions (including any exclusions) 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 Pilot.

29.4 The insurance benefit referred to in sub-clause 29.1 is subject to the following limitations:

29.4.1 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

29.4.2 the benefit will not be payable if 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.

## **30. Accident Make-up Pay**

30.1 In addition to any statutory entitlements to worker's compensation, an Employee will be paid make-up pay.

30.2 Make-up pay will be an amount of money equal to the difference between the Employee's workers compensation entitlements and the amount of Gross Annual Salary plus any area allowances payable at their Home Base for the period concerned subject to the following limitations:

30.2.1 Make-up pay will not apply during the first five (5) or aggregate of five (5) Working Days of incapacity resulting from an injury nor will it apply during any period of paid leave.

30.2.2 Make-up pay will 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.

30.3 Make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Employee and the Company.

- 30.4 If, for the purpose of clause 30.2 no specific earning figure is otherwise ascertainable, the figure used will be the average of earnings over the previous three months or such less period of time during which the Employee has been employed, excluding any touring-related allowances.
- 30.5 Nothing in this clause will affect the right of the Company to terminate an Employee's employment in accordance with clause 17. No Employee's employment will be terminated as a result of the Employee having received make-up pay or as a means of avoiding make-up pay obligations
- 30.6 In the event that an Employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the Company to pay make-up pay will cease from the date of such redemption.
- 30.7 Where the Employee recovers damages from the Company or from a third party in respect of a compensable injury independently of statutory entitlements, the Employee will be liable to repay to the Company the amount of make-up pay which the Employee received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.
- 30.8 Periods of absence on workers' compensation exceeding three (3) months will not count as service for the calculation of annual leave.

## Part 6: Hours of Work

### 31. Duty Time and Flight Time

Duty time and flight time will be carried out in accordance with the provisions of the Civil Aviation Orders Part 48 and exemptions approved by the Secretary of CASA, and the FRMS (FRMS), the Work Practices defined in Appendix I, and in accordance with clauses 32 and 33.

### 32. Rosters

32.1 Rosters will be compiled in accordance with the FRMS and the Work Practice to cover a period of at least 14 days and will be published on the Company's rostering systems. 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 Pilot.

32.2 Rosters shall be posted by the 23rd of the month to cover the period 1st – 15th of the following month, and by the 7th of the month to cover the period 16th – 31st of that month.

32.3 Rosters will nominate Duty periods, leave, Standby time and days off.

32.4 Accumulated field leave may be rostered by the Company in accordance with clause 32.1. If accumulated field leave is rostered under this clause for four (4) consecutive days or less, Employees will remain entitled to any published rostered days off 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 rostered days off will revert to field leave days and as such, will be deleted from the balance of field leave days owed.

32.5 The Company will provide a facility for Employee participation in rostering matters, which will promote mutually favourable rostering and working conditions.

#### 32.6 Rostering Provisions – Roster Pattern and Cycles

32.6.1 A rolling 3 month projected roster will apply.

32.6.2 The 14-day change rule regarding changes to published rosters will remain as prescribed in clause 32.1 and 32.2 and amendments made to rosters within 14 days are by mutual consent between the Company and Pilot.

32.6.3 If a Pilot's roster cycle day is changed the Company will endeavour to move that Pilot back to his/her original changeover day as soon as practicable, if requested by the Pilot.

32.6.4 Where the Company requires a cycle change, outside of the pilot's current cycle week, that change will be by mutual agreement where it occurs within a 4-week period of CHC requesting it. A cycle change that is beyond the 4-week period of CHC requesting the change will occur as directed by the Company.

- 32.6.5 The Company will use their best endeavours to contact a Pilot by telephone to communicate any changes required to his/her roster within four weeks of CHC requesting the change.
- 32.6.6 The Company may communicate changes via e-mail/telephone for any roster changes that are for a period between 4 weeks and 3 months of CHC requesting the change.
- 32.6.7 In relation to the rolling three month projected roster, rosters pertaining to New Pilots and pilots on Type transfers are required to be flexible outside of 14-day rule, until the pilot has received their type endorsement or for a maximum period of three months, whichever occurs earlier. To avoid doubt this means that there is no requirement for CHC to publish a three-month roster for pilots in these categories.
- 32.6.8 An Employee is not obligated to work on a rostered day off or leave day, however if at Company request he or she 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.
  - b. 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 field leave accrued for the day off and will not receive a day off in lieu of the day worked. The day shall be annotated as a day off on the Pilot's flight and Duty record but with Duty and flight time recorded.
- 32.6.9 Where an employee is working an elected Job Sharing roster, the employee may be required to undertake SIM and Training with two months' prior notice. SIM or Training days constitute normal duty away days (DA) and the Employee shall be paid at their full ordinary rate of pay in accordance with schedules 1 and 3.
- 32.6.10 Employees rostered under Work Practice 1 and 4 shall receive buffer periods preceding and succeeding days free of Duty. The sum of these buffer periods shall be no less than 12 hours. If buffer periods are reduced, an allowance shall be payable in respect of the reduced period under clause 25.8.
- 32.6.11 Where a Duty period is cancelled and the Employee is notified at or before 1900 hours of the preceding day, then the day of the cancelled Duty period may be regarded as a day off.
- 32.6.12 An Employee on 'Standby at home' will be contactable and will report for the appointed Duty within 3 hours from home subject to flight availability. The Company will specify the commencement and finishing time of the Standby period, the duration of which will not exceed that prescribed in the applicable Work Practice as prescribed in this Agreement.



32.6.13 Any accrued days off 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.

32.6.14 Where Work Practice 1 is adopted on an ad hoc or temporary basis at the Employee's Home Base, the Employee shall accrue field leave at the rate of 0.87 days for each day worked. 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.

32.6.15 If more than four (4) hours are flown during each Shift, the amount specified in Schedule 2 for each hour or part thereof flown in excess of four shall also be paid.

### **33. Duty Away from Home Base**

33.1 An Employee may be required to travel on Duty to a location away from his or her 'Home Base'. Employees rostered under a touring regime will describe this period of Duty Away as a 'tour'. To be classified as a 'tour', the period away must encompass at least one night away from Home Base. A 'tour' will normally be planned to a maximum of 15 calendar days, provided however, that the 'tour' may be subsequently extended by mutual agreement between the Employee and the Company in accordance with the Work Practices and the FRMS.

33.2 Employees extending a tour shall be entitled to an overtime payment for each day of extension as prescribed by Schedule 2. An Employee extending a tour so as to enable him/her to travel home on the 16<sup>th</sup> day of the tour shall be paid an overtime payment as prescribed by Schedule 2, dependent upon the time the Employee arrives back at his/her Home Base.

33.3 When an Employee is required to 'tour' on a regular basis, he or she will be rostered on a 28 calendar day cycle, consisting of 15 calendar days away from 'Home Base' and 13 days' home on 'field leave'. Field leave shall accrue at the ratio of 13 days off for every 15 days away from 'Home Base' or pro-rata thereof, (i.e. 0.87 days of field leave per day away).

33.4 Any accrued field leave from a particular 'tour' away shall be taken on return to 'Home Base' after that tour, or at an alternative time by mutual agreement between the Employee and the Company. Accrued field leave from previous 'tours' that has not been taken under this clause may be rostered by the Company in accordance with clause 32.4.

33.5 Any accrued field leave days owed by the Company to an Employee will be payable to the Employee upon termination of employment at an amount equal to 1/365th of the Employees' Gross Annual Salary for each day or days.

## Part 7: Types of Leave

### 34. Annual Leave

#### 34.1 Period of Annual Leave

34.1.1 Subject to sub-clauses 34.1.2 and 11.1, an Employee will progressively accrue 42 calendar days' annual leave (inclusive of Saturdays, Sundays, Public Holidays and non-Working Days) per annum (which will be credited to an Employee at the rate of 3.5 days per completed month of service). An Employee shall have the right to have a maximum of two (2) rostered days free of Duty per year to be taken before or after, or any one day before and one day after such leave period on full pay. Provided that where an Employee terminates with less than a completed year of service, such Employee will be paid pro-rata for services less than a completed year on the basis of sub-clause 34.5.

When employed under the:

- Permanent Full-time (2/1 job share Elected Lifestyle) category, annual leave will accrue at half the normal rate.
- Permanent Full-time (3/2 job share Elected Lifestyle) category, annual leave will accrue at 2/3 the normal rate.

34.1.2 Where an employee takes annual leave that is preceded by a tour of Duty Away, the period of 42 days of annual leave referred to in sub-clause 34.1.1, will consist of one (1) period of 13 days off associated with a Duty cycle plus 29 days' annual leave. The period of 13 days referred to in this sub-clause shall occur once per year, unless the Employee chooses to defer leave, in which case the 13 days for the deferred leave period shall be included for that leave period whenever it is subsequently taken.

34.1.3 Notwithstanding sub-clause 34.1.2, during the life of this Agreement a fair method of determining the composition of the 42-day annual leave period for Employees who have toured for only part of the preceding year may be agreed between the Parties to this Agreement. If such agreement cannot be reached, the specific powers of FWC under sub-clause 12.6 of this Agreement are not available with respect to this change, and the provisions of sub-clause 34.1.2 will remain in force

#### 34.2 Payment for period of leave

An Employee will be paid his/her Gross Annual Salary for the period of leave to be taken before commencing such leave if requested.

#### 34.3 Calculation of service

In determining what is a "complete month" of service in respect to an Employees' eligibility for annual leave, or what amount of pro rata leave is due to them, any period of unauthorised absence, or period of unpaid leave or unpaid authorised absence

(other than a period of community service leave or due to a stand down under clause 19) will not count as service. The period of annual leave which may be granted to them will be subject to a deduction of 2-7/8 days for each 30 Working Days absence in excess of the absence allowed herein.

#### **34.4 Recall from leave**

34.4.1 Subject to subclause 34.4.2, the Company will not be entitled to recall an Employee from annual leave except by mutual agreement between the Company and that Employee, in which case the Employee shall be paid in accordance with this Agreement for the time so re-called and his/her annual leave shall be re-credited for the duration of the recall.

34.4.2 Notwithstanding Clause 34.4.1, the company may recall an Employee who is on job sharing for the purposes of SIM or Training in accordance with Clause 32.6.9.

#### **34.5 Proportionate Leave on Termination**

On termination of his or her service an Employee will be granted pay in lieu of annual leave at the rate of 1/365th of the Employee's annual leave entitlement for each completed day of service in respect of which no annual leave has been granted to them.

#### **34.6 Annual Leave Rostering**

34.6.1 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.

34.6.2 By the 1st of September of each year, Employees will submit three (3) Annual Leave preferences for a total of each year's leave accrual 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).

By the 15<sup>th</sup> 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.

The annual leave roster will indicate: -

- What preference number the Employee has been allocated (i.e. preference 1, 2 or 3)
- What periods of days are still available after preferences have been allocated and operational needs considered.

34.6.3 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).

- 34.6.4 Any conflicts about the granting of annual leave over the Christmas/New Year period (24 Dec – 2 Jan) will be resolved as described in 34.6.3. 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 as per the Pilots Seniority List.
- 34.6.5 An Employee who has not been rostered any of his/her three (3) preferences shall be notified in writing by the Company and required to submit further preferences for non-allocated periods on the leave roster by the 1st of November of that year.
- 34.6.6 At the 1 November of each year the Company will roster on annual leave those Employees who have not complied with the provisions of clause 34.6.2 to discharge the pilot's current leave balances only (being any leave balance equal to or less than 42 days). Annual leave other than that described in clause 34.6.5 and within this clause, can be applied for or rostered in accordance with clause 34.7.
- 34.6.7 An Employee's approved leave may only be changed by mutual agreement. However, prior to agreeing to cancel any approved leave the Employee and the Company will attempt to agree an alternative date(s) in which all of the cancelled leave will be taken. Where that alternative period(s) is agreed, the Company will roster that revised leave period(s) for the Employee accordingly. The revised leave period cannot be subsequently cancelled. However, if a date(s) to schedule the alternative period(s) of leave cannot be agreed then that leave shall be re-credited to the Employee and that period of leave cannot be subject to direction by the Employer for the Employee to take that leave under this Agreement.
- 34.6.8 In order to ensure Employees have equal access to leave over the Christmas period, the parties will agree, and the Company will introduce a single three-week ("21-day tour") rotation (3 weeks on/3 weeks off) each year that will apply to Touring Employees. Such Employees shall be provided one day off within the 21-day tour which will be managed by the Senior Base Pilot on the relevant Base. This single three-week rotation will be scheduled between May and August of each year will be treated as normal duty and will not attract casual day payments for duty worked on days 16 to 21 inclusive.

## **34.7 Taking remaining Annual Leave**

- 34.7.1 An Employee may apply for his/her leave that has not been taken under clause 34.6. Initial approval of such leave shall be at the discretion of the relevant manager based on the operational requirement of the Company.

34.7.2 Leave requests received under clause 34.7.1 will be granted or declined in writing in accordance with the following timetables:

- a. for annual leave requests submitted within 90 days of the proposed commencement of the leave - 14 days; or
- b. for annual leave requests submitted longer than 90 days in advance of the proposed commencement of the leave - 30 days.

34.7.3 An Employee with accrued annual leave in excess of 84 days may be directed by the Company to take 41 days of his/her accrued annual leave once in a calendar year subject to:

- a. The provisions of clause 34.6 having been applied to the Employee in the year immediately preceding the proposed direction to take excess leave (except this requirement will not apply to leave directed in calendar year 2021, or where an Employee agrees to cancel leave (at the request of the Company) or is recalled from leave); and
- b. Prior to being directed to take leave a period of 10 days will apply during which the parties will endeavour to agree the date(s) that the leave must be taken. However, the Company will consider any grounds advanced by the Employee for not taking leave; and
- c. If a date for taking excess annual leave is not agreed by the end of the 10 days, the Company may direct the Employee to take the excess leave by giving of no less than 30 days' notice.

#### **34.8 Leave Management on Transfer**

34.8.1 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 Pilot is still entitled to take the leave at the time originally allocated.

34.8.2 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.

#### **34.9 Annual Leave Loading**

In respect of the first 28 days of an Employee's annual leave falling due each year, the Employee proceeding on annual leave will be paid an annual leave loading equivalent to 17.5% of the Gross Annual Salary as prescribed by the Agreement.

#### **34.10 Cash out of Annual Leave**

An Employee may request in writing to cash out of up to fourteen (14) calendar days of his/her annual leave entitlement in each calendar year. Such a request is subject to Company approval. Except that paid annual leave must not be cashed out if cashing

out would result in the Employee's remaining accrued entitlements to be paid annual leave being less than 4 weeks.

## **35. Long Service Leave**

- 35.1 An Employee will be entitled to Long Service Leave in accordance with provisions of the *Long Service Leave Act 1987 (SA)*, as amended from time to time. Notwithstanding this clause, if the *Long Service Leave Act 1987 (SA)* is amended or repealed during the term of this Agreement and the effect is to reduce the entitlement to long service leave, Employees will be entitled to long service under the conditions of the *Long Service Leave Act 1987 (SA)* immediately prior to the amendment or repeal.
- 35.2 If there is a more beneficial long service leave term in the employee's applicable State or Territory legislation or the NES, the more beneficial term will apply.
- 35.3 The Company will have available to each Employee the procedures and rules governing the application for the taking of and the payment of long service leave.
- 35.4 The Company may at the request of the Employee grant the Employee long service leave on half pay for a period not exceeding twice the period specified in the appropriate legislation.
- 35.5 In accordance with the provisions of the *Long Service Leave Act 1987 (SA)*, an Employee may request the cash out of some or all of his/her long service entitlement in each calendar year. Such a request is subject to Company approval.
- 35.6 An Employee will be paid his/her Gross Annual Salary for the period of leave to be taken.

## **36. Community Service Leave, including Jury Service and Voluntary Emergency Activity**

The Entitlement to be absent from employment for engaging in Eligible Community Service Activity is in accordance with the National Employment Standards (NES).

## **37. 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 Employer and Pilots (such as the Parenting Payment under the *Paid Parental Leave Act 2010 (Cth)*), but the legislation supporting such schemes does not form part of this Agreement.

## **38. Family and Domestic Violence Leave**

The entitlement to Family and Domestic Violence leave is in accordance with the National Employment Standards (NES).

## **39. Personal / Carer's Leave**

### **39.1 General**

- 39.1.1 An Employee is entitled to paid leave of absence on account of personal/carer's leave due:
- 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 of support because of a personal illness or injury affecting the member, or for an unexpected emergency affected 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.
- 39.1.2 Personal leave for a full time Employee shall accrue progressively throughout the year and be credited to the Employee at the rate of .83333 hours per month (10 days per year of service).
- 39.1.3 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.
- 39.1.4 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 Employer that substantiates the reason for the absence and why it was unreasonable to obtain a medical certificate.
- 39.1.5 The Company may grant personal/carer's leave for a maximum of: -
- a. four (4) single days per year without the need for a medical certificate or other suitable evidence; or
  - b. four (4) single days per year (which is in addition to other entitlements) due to upper respiratory tract infection without the need for a medical certificate or other suitable evidence.
- 39.1.6 An Employee must give the Company notice of the intended taking of leave under this clause. The notice must be given to the Employer as soon as reasonably practicable, and the Employee must advise the Company of the period, or expected period, of the leave.

## **40. Compassionate Leave**

40.1 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.

### **40.2 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 Employer 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.

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.

40.3 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.

40.4 Compassionate leave is non-cumulative.

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



## **Part 8: Transfers, Travel and Accommodation**

### **41. Transfers**

- 41.1 An Employee Transferred 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 dependent 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 meters per spouse /dependant /child. Removals shall be from one Home Base to another Home Base approved by the employer in advance or storage charges for such furniture or possessions, on production of receipts for expenditure. Where an Employee is on Transfer with their family, positive load seats will be provided.
- 41.2 Notwithstanding sub-clause 41.1, if an Employee is successfully appointed to a role based on an Expression of Interest (EOI) within three years of a previously successful application in which the Transfer was at the expense of the Company, he or she shall be responsible for the expense of that subsequent transfer if permission is granted.
- 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 accommodation provided by the Company for a period of up to two weeks. If the Transfer occurs during a period of extended public holidays, the Company may approve an entitlement to additional accommodation by prior request from the Employee.
- 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 Where an Employee is working on a tour of Duty Away, the Employee may elect on a temporary basis to move his or her family to and from the tour site at the Employee's own expense, subject to the Company's approval. In such a case the Employee will continue to remain on a tour basis for all allowances, work cycles and Duty hours. The Company will not be constrained from moving the work site of such an Employee but will nonetheless avoid doing so needlessly.
- 41.7 On arrival at a base to which he or she has been permanently Transferred, an Employee will be granted reasonable time off to attend to personal matters arising out of that relocation.
- 41.8 An Employee will not be transferred more than once every three (3) years except by mutual agreement.

### **42. Travelling and Accommodation**

- 42.1 Consultation between the Company and the Federation or an Employee representative 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 3 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 avoidance procedure in this Agreement.
- 42.5 On the **first day** of travel to commence a tour, total duty time may exceed 12 hours, but must not exceed 12.5 hours for the reason only of travel.
- 42.6 Where duty time is in excess of 12.5 hours (for the purposes of first day) is performed, that first day overtime will be paid at the hourly rate as prescribed in Schedule 2 for each hour of overtime or part thereof.
- 42.7 For New Zealand based pilots, the calculation of duty time for the purpose of this clause activates at the east coast port of entry to Australia and does not apply to travel between NZ and Australia.
- 42.8 Where a pilot is required to perform duty on the **last day** of their normal tour (being their travel home day), that duty may be up to 14 hours maximum provided that duty hours greater than 12 hours can only be worked with the agreement of the pilot. For the purposes of calculating non-flight duty for the last day duty limits, such time includes travel, deadheading, standby, admin and other non-flying duties.
- 42.9 Where duty time is greater than 12 hours on the last day of the normal tour (travel home day), overtime will be paid at the hourly rate as prescribed in Schedule 2 for each hour or part thereof. For New Zealand based pilots, the calculation of duty time for the purpose of this clauses ceases at the Australian departure port for New Zealand.
- 42.10 **International Travel for SIM flights over 10 hours**
- 42.10.1 The following conditions shall apply to pilots attending SIM on international travel where the flight time is 10 hours or more, whether on a single flight or in aggregate if the travel involves more than one flight. This means flights of this duration departing from/to the international port where a pilot clears Customs and Immigration within a pilot's home base country, and does not include an Australian domestic leg to/from that international port. Any domestic leg flown for the purpose of connecting to/from an international flight is excluded for the purposes of clauses 42.10 to 42.19 inclusive.

42.10.2 Any pilot who incurred a personal cost to book a seat with extra legroom or premium economy for such travel since 1 August 2023, will be entitled to back claim the benefits as set out below via an expense claim.

42.10.3 The Employer will book Fully Flexible Fares (FFF) for flights that are above 10 hours flight time as defined in 42.10 above.

42.10.4 At the time of booking the FFF, the Employer will upgrade the fare to an extra leg room seat if one is available at the time. If one is not available and the pilot identifies an extra leg room seat or Premium Economy Upgrade (PEU) and wishes to upgrade, the pilot can pay the additional fee, and be reimbursed as an expense claim up to the value of \$600 per return flight.

42.10.5 If the difference between the FFF and PEU is \$600.00 or less for the return flight, the Employer will automatically book the PEU Fare at the point of purchase.

42.10.6 If the pilot wishes to fly a different class or fare altogether, and the cost is greater than the FFF plus \$600.00 for the return flight, the Company will offer that fare to the pilot. If the pilot accepts that fare, the Employer will book the fare on the condition the pilot will authorise the employer in writing to make a deduction from their after-tax salary.

42.10.7 If a FFF is demonstrably not available (that is the Pilot has not identified that there was a fare available), the Employer shall book the next available fare class below a FFF, in which case 42.10.3 and 42.10.4 continue to apply. If the pilot does find a FFF, the Employer will pursue and book that fare with the travel provider.

- As an example, if a Fully Flexible fare is not available, the Employer will in the first instance book a "Flexi Saver" (or equivalent) fare, if this fare is also not available the Employer shall book the next ticket class down.
- In circumstances where the Employer books an Employee a "Flexi Saver" or "Red e Deal" fare (or equivalent) the Employer shall "waitlist" the Employee for a FFF fare and provide evidence to the pilot that the pilot has been waitlisted for a FFF.

42.10.8 Subject to 42.10.10, the Employer will book international travel six months prior to the departure date, or as soon as SIM dates for the Pilot are known if those dates are less six months before the date of departure<sup>1</sup>. The Company will work with the SIM provider to confirm dates as earliest as possible.

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<sup>1</sup> For example, SIM dates for new calendar year are normally not locked in until mid-September - October for SIMs beginning January the following year.

42.10.9 Where a Pilot can no longer attend SIM training overseas (for a reason outside the control of the parties such as injury, illness, resignation, changed in type or command upgrade) where travel has been pre-booked, the Employer may seek to replace the Pilot with another Pilot in which case the Employer will comply with the above in accordance with the adjusted timelines. To that end it is noted a FFF and/or passenger name may be changed or cancelled and rebooked. However, where it is not reasonably possible to accommodate the replacement pilot due to the compressed timelines and lack of availability, the Employer will not be in breach of its other obligations under this clause because of fare or SIM availability.

42.10.10 The \$600 reimbursable amount (which includes the return flight) prescribed in this clause will increase in accordance with Schedule 4.

## Part 9: Other Provisions

### 43. Training

43.1 With the exception of the cost of an annual CASA medical and as otherwise provided by this Agreement, a Pilot will not be required to pay for any training required by the Company for the obtaining, maintaining or renewing of any licence, standard or rating.

43.2 A Pilot will not be required to obtain, maintain or renew in his or her own time any licence, standard or rating where such is required by the Company. This clause does not apply to study time.

43.3 A Pilot who commences employment with the Company and who is required to remain away from home overnight while undertaking their initial endorsement training in a location other than the prospective Home Base, will accrue field leave at the rate of 0.4 days of field leave per day away for that period of initial endorsement training, in lieu of the 0.87 days outlined in sub-clause 33.3.

43.4 A Pilot (other than a Pilot subject to sub clause 43.3) who undertake a new type endorsement training or any training that requires them to be in a location other than the prospective Home Base such as Recurrent or SIM Training, will accrue field leave at the rate of 0.87 days of field leave per day away for that period of initial endorsement training.

#### 43.5 First Officers Command Training

First officers command training is outlined in Clause 22.5 of this Agreement

### 44. Training Bonds

44.1 Subject to 44.2, where an Employee agrees to undertake aircraft type rating training, the Employee and the Company may enter a Training Bond arrangement whereby the

Employee commits to remain in the Company's service for an agreed period consequent upon being provided the training. For the avoidance of doubt, bonding shall only apply with respect to an aircraft type rating

- 44.2 Training Bonds do not apply to any aircraft type training that the Employee is directed/required to undertake by the Company whether arising from a contractual term between the Company and its client or otherwise, or arising from a decision by the Company, including a decision to substitute aircraft or the fleet.

#### 44.3 **Conditions of Training**

44.2.1 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 4.

44.2.2 Where the Company and the Employee agree a bonding agreement, a term of that agreement may require them to remain and continue in employment with the Company for a period as specified in the Bond Agreement ("Service Period") as set out in Appendix 4. The Service Period shall commence from the date that the Pilot receives his/her final new rating. The maximum Service Period for a New Pilot undertaking their initial type rating training with the company (calculated from the commencement of their employment) is two years, and for all other Pilots is one year.

44.2.3 Should the Pilot 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. However, any outstanding bond or debt will be waived where a pilot terminates employment due to redundancy.

44.2.4 The Pilot 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 Pilot's employment against any entitlements owed to the Pilot by CHC upon termination, and the Pilot 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 Pilot's employment. Any such offset does not waive or prejudice CHC's right to recover any outstanding portion of the Debt by other lawful means

44.2.5 The operation of this clause is not intended to affect any contractual rights or obligations of CHC or the Pilot 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 Pilot on and from the operative date of this Agreement.

44.2.6 If the company seeks to enforce a training bond:

- a. The Employer will conduct a reconciliation to determine whether the Employees total earnings under the Agreement were more than they would have earned if employed under the Award by reference to the applicable aircraft type under the Award; and
- b. The reconciliation will cover the period of the Employees service with the Company (the "reconciliation period")
- c. Then, if;
  - (i) the Employees total earnings in the reconciliation period under the Agreement are equal to or less than the Award had they been employed under the Award, the company will pay the Employee an amount that ensures the Employees earnings under the Agreement (over the reconciliation period) are equal to \$1000 more than the Award-minimum rate of pay had they been employed under the Award. Further, it follows, in that circumstance the Employer will not seek to enforce the training bond; Or,
  - (ii) the Employees total earnings in the reconciliation period under the Agreement are more than had they been employed under the Award the Company will not enforce the training bond to the extent that would reduce the Employees net earnings to an amount less \$1000 more than the Award minimum rate of pay they would have received had they been employed under the Award over the reconciliation period. It follows that the Company in that circumstance will not seek to enforce the full extent of the training bond.

## **45. Employee Liability**

- 45.1 A Pilot will not be required to pay for damage or loss of aircraft or equipment used in the services, nor will any lien or other claim be made by the Company upon the Pilot or the Pilot's estate.
- 45.2 Any claim made by any member of the public, passenger or other person upon the Pilot or the Pilot's estate as a result of any accident or happening caused by the Pilot when duly performing his or her nominated Duty, whether efficiently or, as may be subsequently determined, negligently, will be accepted as a claim made against the Company.
- 45.3 The Company will be solely responsible for all claims as a result of operations by or travel in the Company's aircraft.
- 45.4 The indemnities provided by this clause will not operate where it can be established that the Pilot wilfully caused the injury, loss or damage or committed a criminal or quasi criminal act or where such indemnity would be illegal under the relevant State and Federal laws.

## 46. Seniority

- 46.1 The Company shall maintain an accurate seniority list of all offshore Pilots in its permanent employment for viewing on the Company Landing Pad (intranet).
- 46.2 A number indicating length of service with the Company shall identify the seniority of each offshore Pilot on the list, the longest serving Pilot having the number "one". An offshore Pilot once having established a seniority date shall not lose that date except by termination of employment as an offshore Pilot with the Company.
- 46.3 Offshore Pilots employed on the same date shall have their seniority positions decided by the Company in accordance with qualifications and experience.
- 46.4 An Offshore Pilot shall be permitted a period of fourteen days after any publication of a revision to the seniority list in which to protest to the Company on any omission or incorrect listing affecting his/her seniority, except that an offshore Pilot on leave or Duty Away from Home Base at the time of publication of such list shall have a period of fourteen days from the date of his/her return to Duty at his/her Home Base during which to file such protest. If dissatisfied with the Company's decision the offshore Pilot may have recourse in accordance with clause 12 of this Agreement.

## 47. Individual Flexibility Agreement Term

- 47.1 "Notwithstanding" any other provision of this Agreement, the Company and an individual Employee may vary certain term of this Agreement by a written individual flexibility arrangement ("Arrangement") in order to meet the genuine needs of the Employee and the Company. The terms to which the Company and the individual Employee may agree to vary the application are as follows:
- Arrangements for when work is performed
  - Overtime rates
  - Penalty rates
  - Allowances and
  - Leave Loading
- 47.2 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 with a copy provided to the Employee. The Arrangement will also outline:
  - which term or terms of this Agreement are varied;
  - how the term or terms are varied, and
  - what the outcome of the variation is intended to be.

Appendix 6 to this Agreement provides a template setting out the format for documenting an Arrangement.

An Arrangement may be terminated:

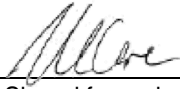
- a. by either the Employee or the Company giving written notice of 28 days; or
- b. by the written consent of the Employee and the Company at any time.

## **48. Flight Deck Camera Usage**

The parties to this Agreement shall develop a Memorandum of Understanding (**MOU**) in relation to the use of Flight Deck Cameras. Any party who seeks to raise a dispute in relation to the MOU shall follow the Dispute Resolution Procedure contained within this Agreement.



## Signatory Page

A handwritten signature in black ink, appearing to read "Neisha Clare", written over a horizontal line.

Signed for and on behalf of the

CHC Helicopter (Australia)

4/1060 Hay Street West Perth, WA 6005

Name and Position: Neisha Clare, Senior Manager Human Resources APAC

Date: 14 March 2024

*D. Stephens*

Signed for and on behalf of the

The Australian Federation Air Pilots (AFAP)

Level 4, 132-136 Albert Road, South Melbourne, VIC 3205

Name and Position: David Stephens, Senior Industrial Officer, AFAP Bargaining Representative

Date: 14 March 2024

A handwritten signature in black ink, appearing to read "Anthony Mulhern", written over a horizontal line.

Signed by employee  
representative

C/O CHC Helicopters

4/1060 Hay Street West Perth WA 6005

Name and Position: Anthony Mulhern, Employee/Pilot Delegate

Date: 14 March 2024

## Schedule 1 – FTE Base Salaries

Years of Service	First Officer (65% of ME Captain)					Senior First Officer (85% of ME Captain)					All Other Command (ME Captain)				
	Previous	5%	CPI min 3.25% max 4.75%	CPI min 3.25% max 4.75%	CPI min 2.5% max 4%	Previous	5%	CPI min 3.25% max 4.75%	CPI min 3.25% max 4.75%	CPI min 2.5% max 4%	Previous	5%	CPI min 3.25% max 4.75%	CPI min 3.25% max 4.75%	CPI min 2.5% max 4%
	1-May-22	1-May-23	1-May-24	1-May-25	1-May-26	1-May-22	1-May-23	1-May-24	1-May-25	1-May-26	1-May-22	1-May-23	1-May-24	1-May-25	1-May-26
1	84,901	89,146				111,023	116,574				130,616	137,147			
2	86,758	91,096				113,453	119,126				133,474	140,148			
3	88,614	93,045				115,880	121,674				136,329	143,145			
4	90,472	94,996				118,309	124,224				139,188	146,147			
5	92,330	96,947				120,738	126,775				142,045	149,147			
6	94,185	98,894				123,166	129,324				144,901	152,146			
7	96,042	100,844				125,592	131,872				147,757	155,145			
8	97,897	102,792				128,020	134,421				150,613	158,144			
9	99,755	104,743				130,448	136,970				153,468	161,141			
10	101,613	106,694				132,877	139,521				156,325	164,141			
11						135,308	142,073				159,186	167,145			
12						137,737	144,624				162,042	170,144			
13						140,166	147,174				164,900	173,145			
14						142,591	149,721				167,754	176,142			
15						145,019	152,270				170,611	179,142			
16						147,446	154,818				173,465	182,138			
17						149,874	157,368				176,322	185,138			
18						152,300	159,915				179,178	188,137			

## Schedule 2 – Casual and Overtime Rates of Pay

	First Officer					Senior First Officer					All Other Command (eg. Multi Engine Captain)				
	Previous	5%	CPI min 3.25%, max 4.75%	CPI min 3.25%, max 4.75%	CPI min 2.5% max 4%	Previous	5%	CPI min 3.25%, max 4.75%	CPI min 3.25%, max 4.75%	CPI min 2.5% max 4%	Previous	5%	CPI min 3.25%, max 4.75%	CPI min 3.25%, max 4.75%	CPI min 2.5% max 4%
	1-May-22	1-May-23	1-May-24	1-May-25	1-May-26	1-May-22	1-May-23	1-May-24	1-May-25	1-May-26	1-May-22	1-May-23	1-May-24	1-May-25	1-May-26
Home Base – WP1&4 per day (based on an 8 hour day)	\$659	\$692				\$861	\$904				\$1,012	\$1,063			
Away From Home Roster Conditions WP1&4 (Overnight Away) – Flat rate per Shift worked	\$987	\$1,036				\$1,292	\$1,357				\$1,520	\$1,596			
Plus rate for hours flown (in excess of 4 or part thereof that Shift)*	\$153	\$161				\$200	\$210				\$234	\$246			
WP1 Last Day of Tour: Return to Home Base before 12:00	\$659	\$692				\$861	\$904				\$1,012	\$1,063			
WP1 Last Day of Tour: Arrive home after 12:01 and before 18:00	\$988	\$1,037				\$1,292	\$1,357				\$1,518	\$1,594			
WP1 Last Day of Tour: Arrive home after 18:01	\$1,319	\$1,385				\$1,722	\$1,808				\$2,024	\$2,125			
Hourly Rate WP4	\$94	\$99				\$121	\$127				\$142	\$149			

**Note:** A regular Touring Employee shall receive the Away From Home (Overnight Away) flat rate per shift worked overtime payment for each overtime day including the last day of the tour when the employee is returning home.

## Schedule 2 – Casual and Overtime Rates of Pay Continued

	Overtime Rates for WP6				
	Previous	5.00%	CPI min 3.25%, max 4.75%	CPI min 3.25%, max 4.75%	CPI min 2.5%, Max 4%
	1-May-22	1-May-23	1-May-24	1-May-25	1-May-26
Hourly Overtime Rate WP6	\$144	\$151			
Ten Hour WP6 Day	\$1,441	\$1,513			
Fourteen Hour WP6 Night	\$2,018	\$2,119			

\*Plus rate for hours (in excess of 4 or part thereof that shift) will be paid at the Hourly Overtime Rate above. Sub clause 32.6.15

### Schedule 3 – Additions to Base Salary

Addition		FTE Allowance					
		1-May-22	1-May-23	1-May-24	1-May-25	1-May-26	
		Previous	5%	CPI % min 3.25%, max 4.75%	CPI % min 3.25%, max 4.75%	CPI % min 2.5% max 4%	
ATPL		\$11,174	\$11,733				
COMMAND IR (new pilots)		\$13,500	\$14,175				
NVFR		\$2,477	N/A				
COMMAND IR (for existing employees)		N/A	\$16,776				
Additions to Salary			FTE Allowance				
			Previous	5.00%	CPI min 3.25%, max 4.75%	CPI min 3.25%, max 4.75%	CPI min 2.5% max 4%
			1-May-22	01 May 23	1-May-24	1-May-25	1-May-26
SENIOR BASE PILOT	5%	ME	\$9,050	\$9,503			
Supervising up to and including three (3) Pilots	Yr. 10						
SENIOR BASE PILOT	8%	ME	\$14,480	\$15,204			
Supervising four (4) or more Pilots	Yr. 10						
SENIOR BASE PILOT	13%	ME	\$23,530	\$24,707			
Supervising ten(10) or more Pilots	Year 10						
Offshore Allowance	FO per annum	ME	\$2,213	\$2,324			
	SFO per annum		\$7,380	\$7,749			
	Captain per annum		\$14,759	\$15,497			
LINE TRAINING PILOT	8%	ME	\$12,270	\$15,204 (new)			
	Yr. 10		7% Yr 8	\$15,412 (existing)			
CHECK AND TRAINING PILOT VFR	20%	ME	\$22,787	\$38,010 (new)			
	Yr. 10		13% Yr 8	\$38,530 (existing)			
CHECK AND TRAINING PILOT PLUS IFR	25%	ME	\$31,552	\$47,512 (new)			
	Yr. 10		18% Yr 8	\$48,163 (existing)			

**Notes:**

New scales are operative from the beginning of the first full pay period commencing on or after the date specified, refer clause 24.5.1 for full context as to how these allowances come into effect.

## Schedule 4 – Allowances

Clause	Allowance Name	Requirements	Previous 1-May-22	5.0% 1-May-23	CPI min 3.25%, max 4.75% 1-May- 24	CPI min 3.25%, max 4.75% 1-May- 25	CPI min 2.5% max 4% 1-May- 26
25.2.2	Troughton Island / Truscott Allowance	Per hour spent at Truscott	\$2.95	\$3.10			
25.2.3(a)	East Timor Allowance	Per hour spent in East Timor	\$3.12	\$3.28			
25.2.3(b)	Norway Allowance	Per hour spent in Norway	\$4.00	\$4.20			
25.3	Camp Allowance	Per night spent in a Camp	\$37.10	\$38.95			
25.4	Offshore Accommodation Allowance	Per night spent on offshore installation	\$173.03	\$181.68			
25.5.1	Unsuitable Accommodation Allowance	Per night	\$37.10	\$38.95			
25.5.4	Truscott Volunteer Allowance	Per night	\$29.47	\$30.94			
25.6	Daily Travel Allowance - meals not provided	Per hour or part thereof	\$6.27	\$6.58			
	- meals are provided		\$2.48	\$2.60			
25.7.2&3	Mileage Allowance	Per kilometer	\$0.74	\$0.78			
25.7.3	Airport Transfer Reimbursement	Maximum per tour	\$207.72	\$218.10			
25.8	Buffer Allowance	Per hour or part thereof that buffer is reduced below 12 hrs.	\$57.67	\$60.55			
25.1	Laundry Allowance	Per Day	\$4.44	\$4.67			
25.13	SAR Callout Allowances	Per Shift	\$413.17	\$433.83			
25.14	*Aviation Medical Reimbursement	Maximum per annum & increases annually by CPI	\$711.53	\$747.10			
25.15.2	Subscription and Equipment Reimbursement	Maximum per annum – this payment is not	\$539.49	\$1300 per two financial			

Clause	Allowance Name	Requirements	Previous 1-May-22	5.0% 1-May-23	CPI min 3.25%, max 4.75% 1-May- 24	CPI min 3.25%, max 4.75% 1-May- 25	CPI min 2.5% max 4% 1-May- 26
		applicable if the AIP and Nav maps or equivalent are provided by the company		years or \$650 per annum			
25.9	Communication expense - Reimbursement	Per month	\$55.68	\$58.46			
28.1.1	Loss of License Cover- Reimbursement	Per annum (inclusive of GST)	\$2,672.59	\$3000.00			
25.16	Night Vision Goggle / Autohover (Not payable until qualified)	FO per annum	\$684.85	\$719.09			
		SFO per annum	\$1,367.48	\$1,435.85			
		ME CAPTAIN per annum	\$2,734.95	\$2,871.70			
25.12	Split Shift Allowance	Per Shift	\$421.44	\$442.51			
25.17	Higher Duties Allowance	SFO to be paid at the current incremental point/year of service that is being paid to the SFO as per Schedule 1 for the duration of the fixed term contract	Sch 1	Sch 1	Sch 1	Sch 1	Sch 1
25.18	Footwear	Reimbursement every two years	\$163.76	\$171.95			
42.11	International SIM Fare Reimbursement	Refer clause 42.11 onwards	n/a	*\$600			

\*Effective 01 August 2023 with proof of receipt.

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## Appendix 1 – Agreed Work Practices

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### PILOT WORK PRACTICES

The pilot shall work to the most restrictive (to the pilot's benefit) of either this Work Practice or the CASA approved FRMS unless by mutual consent

The following Work Practices give guidance to Pilots on expected or planned rostering schedules. These Work Practices offers predictability for crews and in the absence of FAID availability, ensure that PFS should remain less than 75.

### GENERAL LIMITATIONS

- A flight crew shall be on Duty no more than 102 hours in 16 consecutive days.
- A flight crew shall be on Duty no more than 96 hours in 15 consecutive days.
- A flight crew shall be on Duty no more than 90 hours in 14 consecutive days.
- The flight crew shall not fly more than 9 hours in a 24-hour period.
- The flight crew shall not fly more than 30 hours in 7 consecutive days.
- The flight crew shall not fly more than 900 hours in 365 consecutive days.
- Ensure that breaks between shifts enable employees to have a minimum of eight hours' continuous break before resuming Duty. Ensure that the flight crew 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).
- Flight crew 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.

### CHC EXPLANATORY NOTES ON SPLIT DUTY

- The FAID software shall be completed indicating the 2 distinct Duty periods.
- The flight crewmember may be required to and is deemed to be on Standby during the split Duty.



## **WORK PRACTICE CHC 1**

CHC Helicopters may roster a Pilot based upon a 28-day cycle subject to the following conditions:

- When required to be on Standby a flight crewmember conducting multi-Pilot operations shall not perform Duty for an aggregate period greater than 12 hours elapsed in any 24 hours.
- When required to be on Standby a flight crewmember conducting either single-Pilot operations or a combination of single-Pilot and multi-Pilot operations shall not perform Duty for an aggregate period greater than 11 hours elapsed in any 24 consecutive hours.
- Flight crew may be rostered for Duty on any of 16 consecutive days, provided the final day shall be by mutual agreement only which, if agreed, shall be available for training and travel only.
- Flight crew 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 flight crew 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.

## **WORK PRACTICE CHC 4**

This roster condition can be used for a pilot employed as a Fixed Base Pilot.

FCMs may perform a tour of duty, subject to the following conditions:

- a) An FCM may perform up to 11 hours' duty in a shift period
- b) An FCM may perform a tour of duty up to six consecutive shift periods or 6 days, whichever is less
- c) An FCM must have 1 day off duty at the completion of a tour of duty
- d) An FCM may perform up to 15 hours standby at work during a shift period
- e) An FCM may perform a shift period of up to 22 hours

Split duty may be conducted as follows:

- a) Duty may only be split once in any shift period
- b) Duty may be split when the FCM has access to suitable sleeping accommodation for
- c) at least 4 consecutive hours
- d) Split duty shall not occur on consecutive shift periods if the period from
- e) commencement of duty to final completion of any split duty exceeds 11 hours
- f) The period from commencement of duty to final completion of any split duty shall not exceed 15 hours

An FCM shall not accrue cumulative duty of more than 54 hours in any 6 consecutive days.

## **WORK PRACTICE CHC 6**

The Company may roster a Fixed Base Pilot for duty under this Roster Condition subject to the following conditions;

- The four (4) hour FAID discipline does not apply to this Roster Condition.
- 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 him/her as required by CHC during the rostered Standby period
- The roster shall consist of an eight (8) day shift cycle comprising;
  - Two (2) periods of day standby (10 hours) commencing between 0700 hours and 1000 hours' local time; followed by,
  - Two (2) periods of night standby (14 hours) starting between 1700 hours and 2000 hours' local time followed by four (4) days off.
- When required to be on Standby the Pilot conducting either single-pilot operations or a combination of single-pilot and multi-pilot operations shall not accrue Duty for an aggregate period greater than fourteen (14) hours elapsed in any twenty-four (24) consecutive hours.
- 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 Pilot may, during the course of the roster, revert to Roster Condition CHC 4 in this Agreement. The flight pilot Duty and flight time records shall clearly indicate the Roster Condition system in use.
- During the period of standby undertaken at work, a Pilot must have unrestricted access to suitable sleeping accommodation.

## **WORK PRACTICE 7**

- WP 7 may be recorded when completing international simulator training (including travel to/from SIM). Travel to/from the simulator and duty completed whilst at the simulator, must be recorded by the pilot to maintain visibility of cumulative limits when returning to flight duties.
- On completion of a simulator training and prior to the commencement of any duty, a pilot must comply with all requirements specified in the FRMS and relevant Work Practice (EA) limitations subject to the most restrictive provision to the pilot's benefit.

### **For 15 Day International SIM Tours**

- A pilot will not be required to complete duty prior to/after the simulator training, unless mutually agreed and within the limitations of the FRMS.
- Travel will be from/to the pilot's home base.

### **For 21 Day International SIM Tours**

- For simulator training that is planned during the pilot's annual 21-day tour, a pilot may be required to perform duties prior to/or after the simulator training but only within the limitations of the most restrictive, to the pilot's benefit, term of the FRMS or EA limitations.
  - Up to 7 days of duty (including duty travel) may be scheduled prior to/after the simulator training. This period excludes simulator travel and training.

- If a pilot is required to travel directly from base to simulator training, a period of 36 hours encompassing two local nights, an off duty period will be assigned prior to the international departure. On day 7 it is agreed the pilot will travel from base to Perth in the morning so to have the rest of that day and the following 24 hours free of duty and the pilot will fly out of Perth on Day 9.

## Appendix 2 – Merit System for Redundancy

Check and Training (217 cannot claim LTC)  (max 20 points applies)	IF	10	Night	>200	15
	VBC	10		100-200	10
	LTC	6		50-100	8
				25-50	5
Aircraft Endorsements  (CMD or C/P only for each type)  (only one endorsement per category can be used as points)	AS332L, S92 CMD, AW189	10	Total Flying Helicopter (Co -Pilot Time counts as 50% toward Total)	>5000	20
	AS332L, S92 C/P, AW189	5		>4500	18
				>4000	16
	412/212, AW139, EC145 CMD	8		>3500	14
	412/212 AW139, EC145 C/P	4		>3000	12
				>2500	10
	S76CMD	8		>2000	8
	S76C/P	4		>1500	6
		>1000	4		
Auto Hover	Current within 3 years	10	Command M/E		
				>2000	20
				>1500	16
EMS Single Pilot Command IFR	Pilot must be currently exercising that qualification within CHC and be qualified by CHC(changed to line)	10		>1000	12
				>500	8
Winch	Pilot must be currently qualified	4	Total Turbine	>1500	10
				Turbine CMD	>500
Sling (Any CHC Type)	Must be qualified and current on sling used on current CHC aircraft	4	Simulator	Current last 2 years	4
Instrument Rating (Highest held) (max 12 points)	CMDM/E	12	Years of Service (only applies to whole, completed years of service- no pro rata)	10 points per year, max 150	150
	C/PM/E	6			
Instrument Rating Renewals	1 point per year, max 4 points	4			
NVFR Rating		4			
ATPL		10			
<b>Max possible total for Qualification</b>		<b>104</b>	<b>Max possible total for Experience</b>		<b>234</b>

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## Appendix 3 – Accommodation Standards

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The Company policy on accommodation standards for travelling employees required to be away from Home Base overnight is as follows. The provisions of sub clauses 1, 2 and 3 below do not apply to Pilots touring to Truscott – specific provisions apply at sub-clause 4):

### 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:

1. 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;
2. 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;
3. 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 Pilot with climate control appropriate to the area. Unless prior consent has been obtained from all affected Pilots 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, dependent upon the accommodation type ultimately provided.

### 3. Client-provided facilities and compounds

#### 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 and clause 26.4, 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 Pilot 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 an agreement between the Pilot 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.

#### **4. Agreed specific standards for Truscott**

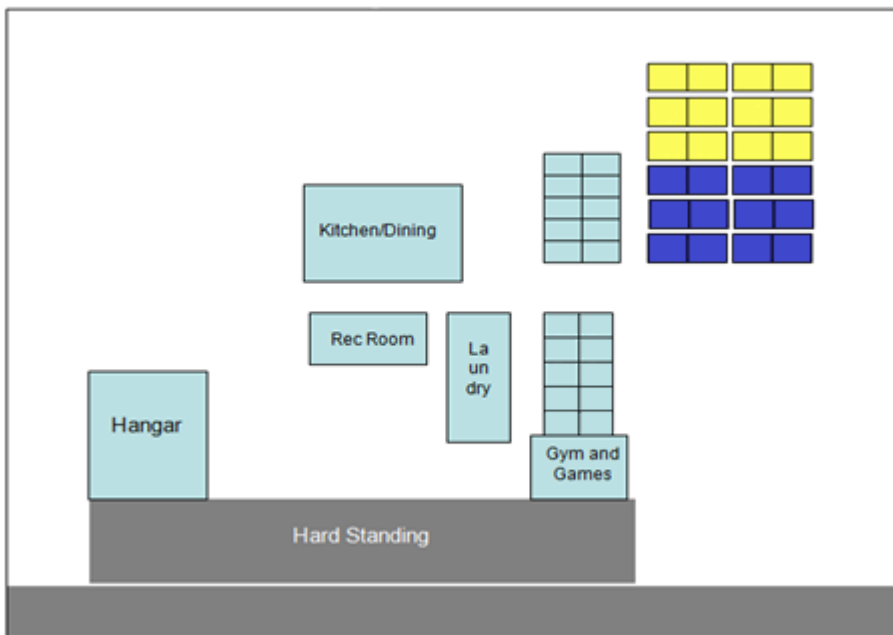
##### **4 (a) Rooms**

1. Agreed accommodation standard at Truscott are as listed below:
  - King sized single bed, bathroom vanity cupboard
  - Split system air conditioner, fluorescent lighting, desk or office type chair, bar sized refrigerator
  - Television and connection to free-to-air TV DVD player,
  - Internet access (from time of initial installation of the service)
2. If there are insufficient rooms available to CHC employees that meet the agreed specific standards in this section, notwithstanding anything in this Appendix a Pilot may be required to stay in a room of lesser standard. Allowances are payable for this in accordance Clause 25.5. To facilitate planning for this possible circumstance:
  1. The company will conduct a survey(s), covering the period of time of the expected fixed fall but in any event for a period not greater than 6 months from the date of the survey, notifying pilots that they may be required to stay in a room of lesser standard in the event that there are insufficient rooms of the agreed standard and to determine which pilots would be prepared to volunteer to stay in such rooms. Nothing in this clause precludes a Pilot volunteering to stay in a room of lesser standard prior to the commencement of a tour in which case the company shall treat the Pilot as a volunteer;
  2. Such volunteers from 1. above will be entitled to an additional allowance as prescribed by sub-clause 25.5.4 if they are actually required to stay overnight in a room inferior to the agreed standard;
  3. Allocation of rooms inferior to the agreed standard will be decided on an equitable basis in the event that there are insufficient volunteers.
5. A review of accommodation requirements at Truscott will be conducted by the Company and the Pilot Reps 12 months after lodgement of this Agreement to determine whether long term contract projections warrant an increase in the number of “agreed standard” rooms for CHC employees.

#### 4 (b) Other Facilities

1. Gymnasium – The primary operating client at Truscott has provided with the camp operator a gymnasium equipped with suitable training devices
2. Swimming Pool – The primary operating client at Truscott has provided with the camp operator a swimming pool.
3. The Company will provide bicycles with helmets.

**Note: Truscott Airbase is a Multi-User base and all general facilities installed by the camp operator are provided for all users.**





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## Appendix 4 – Training Bond Agreement

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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 Employer 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.

This Bond Agreement shall be governed and construed in accordance with the laws of the State of South Australia.

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: 24 MONTH BOND initial endorsement training upon commencement of employment 12 MONTH BOND for existing Pilots	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
Sikorsky S92	\$35,000
Augusta Westland AW139	\$23,350
Leonardo Spa AW189	\$60,000
New Aircraft Type Endorsement	\$60,000

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## Appendix 5 – Primary / Secondary Domestic Airports

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Existing Employees (being employees employed at the time of this Agreement comes into operation) shall have their conditions preserved in terms of their Primary and Secondary Airports, including the entitlement to mobility between the listed locations.

Employees employed after this Agreement comes into operation will have a designated home base that will apply upon commencement of employment in accordance with their letter of offer/acceptance (or as subsequently varied in writing by mutual agreement between the pilot and the Company).

The following locations can be allocated to touring employees as their Primary Domestic Airport:

- Sydney
- Canberra
- Melbourne
- Hobart
- Adelaide
- Perth
- Darwin
- Brisbane
- Cairns
- Townsville
- Rockhampton
- Mackay
- Coolangatta
- Newcastle
- Launceston
- Maroochydore

### Secondary Domestic Airports

Secondary domestic airports are listed below and must be serviced by Qantas, Jetstar or Virgin excluding Qantas link and other regional airlines. Should Qantas, Jetstar, Virgin cease to operate from these locations below then that location shall be removed from the list.

- Albury
- Alice Springs
- Ballina
- Broome
- Coffs Harbour
- Hamilton Island
- Karratha
- Port Macquarie
- Proserpine
- Toowoomba – will only commence as a secondary airport when the number of flights are available to meet connections to bases. A discussion will be had with the Employee Representative and the business to finalise a starter date.

- Dubbo
- New Zealand with respect to pilots employed at the date the 2023 Agreement is approved by the Commission whose Home Base is New Zealand.

The company shall only pay the cost of the airline ticket from the *secondary domestic airports* 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 (i.e. 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 in the employees own time and cost and not counted as duty (i.e. the time will be rostered as field leave, annual, 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

## Appendix 6 – Individual Flexibility Arrangement

### Individual Flexibility Arrangement Table

Outline of term or terms of the Enterprise Agreement which are to be varied – refer to specific clauses in the Enterprise Agreement	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:

Date:

Authorised Company Representative: \_\_\_\_\_  
 \_\_\_\_\_

Signed: \_\_\_\_\_

Name:

Position:

Date:

Date:    /    /

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## Appendix 7 – Lifestyle Job Sharing Options

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The provisions in this Appendix support Clause 15.3.5.

### **Lifestyle Job Share Arrangements**

A Lifestyle job share arrangement may occur where Pilots agree to job share a role on a part time basis with another Pilot or Pilots. Job sharing for lifestyle is for a minimum period of 12 months and will be agreed in writing. Job sharing may occur in one of two options;

- Three pilots sharing two positions; or
- Two pilots share one position

In all cases, acceptance of a voluntary job share option will be at the company's sole discretion.

#### ***i. Three Pilots Sharing Two Positions - Lifestyle***

The following terms and conditions apply where three pilots elect for lifestyle to share two positions. This option refers to a permanent employee who normally works full-time but has elected to share 2 roster lines with another 2 pilots (3 pilots sharing 2 jobs) for a minimum 12-month period.

#### ***Salary and Allowances***

- Subject to the conditions below, salaries will be paid in accordance with Clause 25 and the Tables in Schedules 1 and 3 of the Agreement.
- Overtime and casual days will be paid in accordance with Schedule 2 of the Agreement
- ATPL, IFR, NVFR and Offshore Pilot allowances in Schedule 3 of the Agreement shall be paid at 67% of the full time rate.
- Annual increments for Years of Service will continue to apply at the full rate based on the pilot's initial date of employment.

#### ***Touring Roster***

- When an Employee is required to 'tour' on a regular basis, he or she will be rostered on a 42 calendar day cycle, consisting of 15 calendar days' duty away and 13 days on 'field leave', **followed by 14 calendar days of Job Share Days off, or at the Employees request, 14 calendar days of annual leave at either full or half pay.** Field leave shall accrue at the ratio of 13 days off for every 15 days away from 'Home Base' or pro-rata thereof, (i.e. 0.867 days of field leave per day away).

#### ***Training and SIM***

- During periods of Job Share Days off, two months' prior notice is required to attend any company Training or SIM. Job Share Days off days will be regarded as normal duty and paid for at the employee's normal salary and applicable allowances.
- Training and SIM during field leave periods are by mutual agreement and subject to Clause 32.6.8.
- Subject to the requirement to attend SIM or Flight Training, an Employee is not obligated to work on a rostered day off or leave day.

#### ***Leave***

- Annual and Long Service Leave will accrue at 2/3's of the normal rate.

- Employees who are on a period of leave shall be permitted to be recalled with 2 months' prior notice to return to 'tour' on a regular full time basis in accordance with clause 32.3.
- Employees may request one period of Job Share Days off annually that is to be free of SIM and Training. Where this is requested by the employee and authorised by the Company, the period may not be used for SIM, Flight Training or any recall to work without mutual agreement.

#### ***Redundancy***

- If an Employee is employed under any job sharing category at the time of termination, severance pay and all other employee entitlements shall be calculated at the Employees' Permanent Full-time rate of pay. For the purposes of severance pay calculations, an Employees year of service whilst on this form of job share is counted as 0.67 for every full year (pro-rated) worked on a 3/2 job share roster.
- For the purpose of years of service and the Merit System, Clause 19.1 and Appendix 2 apply.

#### ***Notice to End Arrangement***

- Unless agreed otherwise with the Employee, CHC will provide the Employee with not less than two months' notice to return to a regular full time 15 days away, 13 days' field leave roster cycle.
- An Employee will be required to provide a minimum of 2 months' notice should they wish to end a job sharing arrangement.

### ***ii. Two Pilots Sharing One Positions***

The following terms and conditions apply where two pilots elect for lifestyle to share one position. This options refers to a permanent employee who normally works full-time but has elected to share one roster line with another pilot (2 pilots sharing 1 job) for a minimum 12-month period.

#### ***Salary and Allowances***

- Subject to the conditions below, salaries will be paid in accordance with Clause 25 and the Tables in Schedules 1 and 3 of the Agreement.
- Overtime and casual days will be paid in accordance with Schedule 2 of the Agreement
- ATPL, IFR, NVFR and Offshore Pilot allowances in Schedule 3 of the Agreement shall be paid at 50% of the full time rate.
- Annual increments for Years of Service will continue to apply at the full rate based on the pilot's initial date of employment.

#### ***Touring Roster***

- When an Employee is required to 'tour' on a regular basis, he or she will be rostered on a 42 calendar day cycle, consisting of 15 calendar days' duty away and 13 days on 'field leave', **followed by 28 calendar days of Job Share Days off or at the Employees request, 28 calendar days of annual leave at either full or half pay.** Field leave shall accrue at the ratio of 13 days off for every 15 days away from 'Home Base' or pro-rata thereof, (i.e. 0.867 days of field leave per day away).

#### ***Training and SIM***

- During periods of Job Share Days off, two months' prior notice is required to attend any company Training or SIM. Job Share Days off days will be regarded as normal duty and paid for at the employee's normal salary and applicable allowances.
- Training and SIM during field leave periods are by mutual agreement and subject to Clause 32.6.8.
- Subject to the requirement to attend SIM or Flight Training, an Employee is not obligated to work on a rostered day off or leave day.

### **Leave**

- Annual and Long Service Leave will accrue at 1/2 of the normal rate.
- Employees who are on a period of leave shall be permitted to be recalled with 2 months' prior notice to return to 'tour' on a regular full time basis in accordance with clause 32.3.
- Employees may request one period of Job Share Days off annually that is to be free of SIM and Training. Where this is requested by the employee and authorised by the Company, the period may not be used for SIM, Flight Training or any recall to work without mutual agreement.

### **Redundancy**

- If an Employee is employed under any job sharing category at the time of termination, severance pay and all other employee entitlements shall be calculated at the Employees' Permanent Full-time rate of pay. For the purposes of severance pay calculations, an Employees year of service whilst on this form of job share is counted as 0.50 for every full year (prorated) worked on a 2/1 job share roster.
- For the purpose of years of service and the Merit System, Clause 19.1 and Appendix 2 apply.

### **Notice to End Arrangement**

- Unless agreed otherwise with the Employee, CHC will provide the Employee with not less than two months' notice to return to a regular full time 15 days away, 13 days' field leave roster cycle.
- An Employee will be required to provide a minimum of 2 months' notice should they wish to end a job sharing arrangement.

### **Job Share Days Off**

For the purpose of clarity, the following is a detailed explanation of Job Share Days Off.

- I. This clause is to be read in conjunction with (ii) below. For the purposes of this clause "Job Share Days Off" means and refers to those days off immediately following a pilot's completed roster cycle of 15 days on ("tour") and 13 days' field leave ("field leave") and immediately preceding the pilot's subsequent tour.  
A Pilot who has elected to job share under this clause shall be paid the full time rate of pay, as if working full time, for the period of the tour and field leave. However, to reflect the pro rata wages attached to job sharing, the Job Share Days Off are unpaid days. For the avoidance of doubt, Job Share Days Off are not leave without pay, and are not equivalent to, nor deemed to be, leave without pay. All entitlements will accrue based on ordinary hours worked. A Pilots service, continuity of service, and accrual of entitlements will be recognised as if the pilot were not job sharing and were working full time.
- II. Notwithstanding (i) above, a pilot may elect to substitute any number of Job Share Days Off and instead be paid annual leave at either full pay or half pay for part or all of the Job Share Days Off. Where a pilot makes this election the employer shall grant that request, provided the Pilot has sufficient annual leave days accrued to cover the requested period. The employer may not direct a pilot to take any accrued annual leave during any period of Job Share Days Off.
- III. In the event the company's payroll system is developed or advanced to the point a pilot's wages whilst job sharing may be averaged over the 28-day cycle, the arrangements at (i) and (ii) above may be reviewed.