

LIFEFLIGHT AUSTRALIA LIMITED ROTARY WING PILOTS' ENTERPRISE AGREEMENT 2024

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE

- 1.1. This enterprise agreement will be known as the LifeFlight Australia Limited Rotary Wing Pilots’ Enterprise Agreement 2024.

2. ARRANGEMENT

- 2.1. This Agreement is arranged as follows:

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3. DEFINITIONS AND ABBREVIATIONS

- 3.1. For the purposes of this Agreement, unless a contrary intention appears, the following definitions and abbreviations apply:

Act	<i>Fair Work Act 2009 (Cth)</i>
AFAP	Australian Federation of Air Pilots
Aircraft Breakdown	when a mission is aborted due to technical problems with an aircraft away from its allocated base
ASIC	Aviation Security Identification Card
ATO	Australian Taxation Office
ATPL	Air Transport Pilot’s Licence
Base Lead	a Pilot who, at the direction of the Company and in addition to their regular duties, undertakes extra duties associated with the effective and efficient management of an aeromedical base, and acts as a delegate of the Company
CAO	<i>Civil Aviation Orders</i> made under subsection 98(4A) or referred to in subsection 98(5) of the <i>Civil Aviation Act 1988 (Cth)</i>
CAPT	captain
CAR	Civil Aviation Regulations
CASA	Australian Civil Aviation Safety Authority
Casual Pilot	a Pilot who is engaged as a casual employee as defined in the NES
Casual Shift (CS)	a shift performed by a Casual Pilot
C3	LifeFlight communication coordination and control
Company	LifeFlight Australia Limited ABN 45 010 316 462
Continuous Service	a period of unbroken service with the Company by a Pilot
Co-Pilot (CP)	a Pilot of a multi-crew helicopter who is not employed to fly in command
CPI	the annualised Consumer Price Index for Brisbane, published by the Australian Bureau of Statistics for the period of the twelve months to the June quarter each year
Day	a period of 24 hours encompassing one whole calendar day

Day Shift	a day shift is a shift worked within the span of hours of 0600 to 1800, in accordance with a Work Practice in <i>Appendix 1</i>
DTA	Daily Travel Allowance
Duty	a task that a Pilot is required to carry out associated with the business of the Company
Duty Away	Duty that commences or finishes at a location other than a Pilot's Primary Location, but excludes a situation where the Pilot departs and returns to their Primary Location within a single Duty period
Duty Travel	is travel, other than when operating an aircraft as a Pilot, which a Pilot undertakes in the service of the Company, and includes: <ul style="list-style-type: none"> • travel by a Pilot for the purpose of performing Duty away from the Pilot's Primary Location; or • travel by a Pilot that is required by CASA, subject to the Company's prior approval, for the purposes of training or certification
Duty Travel Time	the period of time travelling from a Pilot's Primary Location to a Pilot's Operating Base
Electronic Management System	the electronic system used for rostering, which at the time of commencement of this Agreement is Air Maestro
Extra Shift	a rostered shift that is in addition to the shifts defined by the Work Practice under which the Pilot is employed
Fixed Base Pilot	a Pilot who is set a Fixed Primary Location and WP 1, 3, or 4 under their letter of employment
Fixed Term Pilot	as defined in sub-clause 15.1
FRMS	a CASA approved fatigue risk management system
Full Time Hours	full time hours will be determined by the relevant Work Practice and as described in <i>Appendix 1</i>
FWC	Fair Work Commission
Head of Flying Operations (HOFO)	the Pilot appointed by the Company, and approved by CASA, to perform the duties and responsibilities of the head of flying operations
Head of Operations (HOO)	the Pilot appointed by the Company, and approved by CASA, to perform the duties and responsibilities of the head of operations
Home	the place of residence of the Pilot
Letter of Employment	is a letter of employment under sub-clause 12.2
ME	Multi Engine
NES	national employment standards under the Act
Night Shift	a shift commencing at either 1730 or 1800 for a duration of 14 hours
NVG	Night Vision Goggles

NVIS	Night Vision Imaging System
Operating Base	the base or bases that the Pilot will operate at under the roster
Ordinary Hours	as provided for in each Work Practice and as described in <i>Appendix 1</i>
Overtime	any period where continuous Duty is undertaken by a Pilot that exceeds their normally scheduled working hours under their relevant Work Practice
Permanent Full Time Pilot	as defined in sub-clause 13.1
Permanent Part Time Pilot	as defined in sub-clause 14.1
Permanent Transfer	the mutually agreed transfer of a Pilot from a Primary Location to a new Primary Location for a period of 180 calendar days or more
Pilot	a person who is employed by the Company and holds an Australian Airline Transport Pilot's Licence (Helicopter), or by exception a Commercial Pilot's Licence (Helicopter)
Pilot Representative	as defined in clause 9
PPE	personal protective equipment
Primary Location	the location that is set on employment, or in writing thereafter
Representative Meeting	as defined in clause 9
Scheduled Shift	a shift of no more than 10 hours continuous duration for scheduled events including, but not limited to, training, media, public relations, administrative tasks and maintenance check flying
SE	Single Engine
Senior Base Pilot	a Pilot who, at the direction of the Company, supervises the Duties of other Pilots at his base in addition to their regular Duties and acts as a delegate of the Company
Serious Misconduct	<ul style="list-style-type: none"> • serious misconduct has its ordinary meaning; • conduct that is serious misconduct includes both of the following: <ul style="list-style-type: none"> ○ wilful or deliberate behaviour by a Pilot that is inconsistent with the continuation of the contract of employment; ○ conduct that causes serious and imminent risk to: <ul style="list-style-type: none"> ▪ the health or safety of a person; or ▪ the reputation, viability or profitability of the employer's business; • conduct that is serious misconduct includes each of the following: <ul style="list-style-type: none"> ○ the Pilot, in the course of the Pilot's employment, engaging in: <ul style="list-style-type: none"> ▪ theft; or

	<ul style="list-style-type: none"> ▪ fraud; or ▪ assault; or ▪ sexual harassment; ○ the Pilot being intoxicated at work; or ○ the Pilot refusing to carry out a lawful and reasonable instruction that is consistent with the Pilot's contract of employment; • serious misconduct does not apply if the Pilot is able to show that, in the circumstances, the conduct engaged in by the Pilot was not conduct that made employment in the period of notice unreasonable; • a Pilot is taken to be intoxicated if the Pilot's faculties are, by reason of the Pilot being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the Pilot is unfit to be entrusted with the Pilot's Duties or with any Duty that the Pilot may be called upon to perform
Shift	a rostered period during which a Pilot is available for work in accordance with a Pilot's relevant Work Practice
Standby	<p>a period of time during which a Pilot:</p> <ul style="list-style-type: none"> • is required by the Company to hold themselves available for duties; and • has access to suitable sleeping accommodation; <p>standby may be taken at a Pilot's place of residence, in quarters provided by the Company or at a designated location, provided that, for both home residence or Company-provided residence:</p> <ul style="list-style-type: none"> • suitable sleeping accommodation is available; and • access to some form of sustenance and drinking water is available. <p>A Pilot on Standby at a Company-provided residence will be available for recall to Duty within a short period of time;</p> <p>a Pilot on Standby at their home residence will be available for recall to Duty within a period of two hours</p>
Standby Shift	<p>a shift rostered at a base or place of accommodation where the Pilot is available for call out or Duty whether or not the Pilot is actually called out to Duty, and a standby shift may be:</p> <ul style="list-style-type: none"> • 24 hours; • 10 hours; or • 14 hours, with <p>shift length to be under a Pilot's relevant Work Practice in <i>Appendix 1</i></p>
Stop Overnight	when a flight operation ends in a location away from a Pilot's Operating Base and Pilots need to remain overnight near that location

Temporary Transfer	the mutually agreed transfer of a Pilot from the Pilot's Primary Location to another base or location for a period of between 7 days and 180 days for the purpose of being temporarily utilised at that other base or location
TOIL	time off in lieu
Training & Checking Pilot	a Pilot approved by CASA and the Company to conduct in-flight or ground instruction for line training or the initial issue of qualifications and ratings; and proficiency checks for the renewal of Company and CASA ratings and endorsements, and who certifies as to the competency of Pilots so trained and tested
URTI	upper respiratory tract infection
Work Practice	the agreed roster pattern under which a Pilot is employed

4. COMMENCEMENT AND DURATION OF AGREEMENT

- 4.1. This Agreement will commence seven (7) days after approval by the FWC.
- 4.2. The nominal expiry date of this Agreement is 30 June 2027.
- 4.3. This Agreement will continue to operate beyond its nominal expiry date until it is either replaced by another enterprise agreement or terminated.

5. RENEGOTIATION OF AGREEMENT

- 5.1. The parties will commence negotiation for a new enterprise agreement no later than six (6) months prior to the nominal expiry date of this Agreement.
- 5.1. There are to be a total of at least six (6) negotiation meetings conducted between the relevant Bargaining Representatives, prior to the nominal expiry date of this Agreement.
- 5.2. The meetings to be held under this clause are to be held each month at locations, dates and times mutually agreed by the parties.

6. COVERAGE OF THE AGREEMENT

- 6.1. This enterprise agreement covers:
 - (a) all rotary wing Pilots performing flying duties who are engaged in rotary wing operations within the classification structure contained in this Agreement, excluding:
 - (i) Head of Flying Operations;
 - (ii) Deputy Head of Flying Operations;
 - (iii) Head of Training and Checking;
 - (iv) Deputy Head of Training and Checking;
 - (v) Head of Operations LifeFlight Training Academy;

- (vi) Deputy Head of Operations LifeFlight Training Academy; and
- (vii) Flight Examiners;
- (b) LifeFlight Australia Limited; and
- (c) the AFAP, pursuant to an application made under section 183 of the Act.

7. AVAILABILITY OF AGREEMENT

- 7.1. A copy of this enterprise agreement will be posted on the Company intranet site.
- 7.2. Each Pilot will be given access to the site under sub-clause 7.1.

8. RELATIONSHIP TO PARENT AWARD, OTHER AGREEMENTS AND THE NES

- 8.1. This Agreement wholly replaces and operates to the exclusion of the *Air Pilot's Award 2020* and the LifeFlight Australia Limited Rotary Wing Pilots' Enterprise Agreement 2021.

8A. RELATIONSHIP TO FRMS

- 8A.1. The performance of Duty is subject to the FRMS.

8B. RELATIONSHIP TO NES

- 8B.1. This Agreement is subject to the NES.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

9. PILOT REPRESENTATIVES

- 9.1. For this clause the words in column 'A' have the meaning set out opposite in column 'B':

A	B
Pilot Representative	not more than two (2) Pilots elected by, and from, the Pilots employed under this Agreement
Representative Meeting	a meeting required to be held under this Agreement between the Company and a Pilot Representative

- 9.2. The Company will, in relation to not more than two (2) Pilot Representatives:
 - (a) pay their salary; and
 - (b) roster them, with roster adjustment, if necessary, to enable those Pilot Representatives to attend a Representative Meeting.
- 9.3. The role of a Pilot Representative is not to detract from a Pilot's responsibility to perform their Duty.

10. CONSULTATION

10.1. Consultation about major workplace change:

- (a) If the Company makes a definite decision to make major changes in production, program, organisation, structure, or technology that are likely to have significant effects on Pilots, the Company must:
 - (i) give notice of the changes to all Pilots who may be affected by them and their representatives (if any); and
 - (ii) discuss with affected Pilots and their representatives (if any):
 - A. the introduction of the changes; and
 - B. their likely effect on Pilots; and
 - C. measures to avoid or reduce the adverse effects of the changes on Pilots; and
 - (iii) commence discussions as soon as practicable after a definite decision has been made.
- (b) For the purposes of the discussion under paragraph (a), the Company must give in writing to the affected Pilots and their representatives (if any) all relevant information about the changes including:
 - (i) their nature;
 - (ii) their expected effect on Pilots; and
 - (iii) any other matters likely to affect Pilots.
- (c) Paragraph (b) does not require the Company to disclose any confidential information if its disclosure would be contrary to the Company's interests.
- (d) The Company must promptly consider any matters raised by Pilots or their representatives about the changes in the course of the discussion under sub-paragraph (a)(ii).
- (e) In this sub-clause significant effects, on Pilots, includes any of the following:
 - (i) termination of employment;
 - (ii) major changes in the composition, operation or size of the Company's workforce or in the skills required;
 - (iii) loss of, or reduction in, job or promotion opportunities;
 - (iv) loss of, or reduction in, job tenure;
 - (v) alteration of hours of work;
 - (vi) the need for Pilots to be retrained or transferred to other work or locations; or
 - (vii) job restructuring.
- (f) Where this Agreement makes provision for alteration of any of the matters defined at paragraph (e), such alteration is taken not to have significant effect.

10.2. Consultation about changes to rosters or hours of work:

- (a) This sub-clause applies if the Company proposes to change the regular roster or ordinary hours of work of a Pilot, other than a Pilot whose working hours are irregular, sporadic or unpredictable.
- (b) The Company must consult with any Pilots affected by the proposed change and their representatives (if any).
- (c) For the purpose of the consultation, the Company must:
 - (i) provide to the Pilots and representatives mentioned in paragraph (b) information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (ii) invite the Pilots to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- (d) The Company must consider any views given under sub-paragraph (c)(ii).
- (e) This sub-clause is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

11. INDIVIDUAL GRIEVANCES OR WORKPLACE DISPUTES

11.1. If a dispute relates to:

- (a) a matter arising under the Agreement;
- (b) the NES; or
- (c) sub-clauses 16.9, 35.10(a), 35.14(a), 44A and 47.8,

this clause sets out the procedure to settle the dispute.

11.2. A Pilot who is party to the dispute may appoint a representative for the purposes of the procedures under this clause.

11.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Pilot or Pilots and relevant supervisors and/or management.

11.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

11.5. The FWC may deal with the dispute in two (2) stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute despite reasonable attempts at conciliation the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties,
 and:

- (iii) if the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act; and
- (iv) a decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Part 5.1, Division 3 of the Act and an appeal may be made against the decision.

11.6. While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) a Pilot must continue to perform the Pilot's Duty as the Pilot would normally unless the respective Pilot has a reasonable concern about an imminent risk to their health or safety and/or the health and safety of another person; and
- (b) a Pilot must comply with a direction given by the Company to perform other available Duty at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the Pilot to perform; or
 - (iv) there are other reasonable grounds for the Pilot to refuse to comply with the direction.

11.7. The parties to the dispute agree to be bound by a decision made by FWC under sub-clause 11.5.

PART 3 – EMPLOYMENT AND RELATED MATTERS

12. TYPE OF EMPLOYMENT

12.1. Employment will be offered under the following types:

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

12.2. At the time of a Pilot's engagement, the Company will provide:

- (a) a Letter of Employment to outline in writing the following:
 - (i) classification of the Pilot's engagement in accordance with sub-clause 20.1 (Multi engine Captain, Single engine Captain, or Co-Pilot);
 - (ii) employment type, in particular, whether the Pilot is to be Permanent Full Time, Permanent Part Time, Fixed-Term or Casual;
 - (iii) the Pilot's Primary Location;
 - (iv) the Pilot's Operating Base or Bases;
 - (v) for Fixed Term Pilots, the length of their engagement; and
 - (vi) the Work Practice that the Pilot will be employed under.

- (b) a copy of the Fair Work Information Statement; and
- (c) for casual staff only, a copy of the Casual Employment Information Statement.

13. PERMANENT FULL TIME PILOT

- 13.1. A Pilot who is engaged on an ongoing basis to perform Duty that does not exceed, respectively for that Pilot, the maximum Duty time permitted under the CAOs, a CASA approved FRMS and the Work Practices in *Appendix 1*.

14. PERMANENT PART TIME PILOT

- 14.1. A permanent part time Pilot is an employee who is engaged to perform less than the full-time hours on a reasonably predictable basis.
- 14.2. At the time of engagement, the Company and the Permanent Part Time Pilot will agree in writing on a pattern of work, including which days of the week the Pilot will work.
- 14.3. A variation made in accordance with the NES to the regular pattern of work will be recorded in writing.
- 14.4. A Permanent Part Time Pilot will receive, on a pro rated basis according to time worked, equivalent pay and conditions to those full time Pilots who perform the same kind of Duty.
- 14.5. Without limitation to sub-clause 14.4 a Permanent Part Time Pilot will receive an equivalent entitlement to a Full Time Pilot in respect of:
- (a) loss of licence insurance (sub-clauses 31.1 to 31.4);
 - (b) accidental death insurance (sub-clauses 31.6 to 31.10);
 - (c) Pilot indemnity insurance (sub-clauses 31.11 to 31.17);
 - (d) Class 1 Medical Certificate (sub-clause 29.1);
 - (e) ASIC (sub-clause 29.2);
 - (f) boots (sub-clauses 29.3 to 29.5); and
 - (g) uniform (clause 30).

15. FIXED TERM PILOT

- 15.1. A Pilot employed by the Company in a full time or part time capacity for a specified period of time or for a specific project/event of finite duration as determined in the Letter of Employment.
- 15.2. A Fixed Term Pilot may be employed in accordance with the Act.
- 15.3. A Fixed Term Pilot is entitled to the same entitlements as a permanent Pilot for the duration of the period with the exception of the entitlement under clause 19.
- 15.4. Without limitation to sub-clause 15.3 a Fixed Term Pilot will receive an equivalent entitlement to a Full Time Pilot in respect of:

- (a) Class 1 Medical Certificate (sub-clause 29.1);
 - (b) ASIC (sub-clause 29.2);
 - (c) boots (sub-clauses 29.3 to 29.5); and
 - (d) uniform (clause 30).
- 15.5. Despite sub-clause 15.3 a Fixed Term Pilot will receive the following on a pro rated basis according to the length of their contract:
- (a) Loss of licence insurance (sub-clauses 31.1 to 31.4);
 - (b) accidental death insurance (sub-clauses 31.6 to 31.10);
 - (c) pilot indemnity insurance (sub-clauses 31.11 to 31.17); and
 - (d) Telephone Allowance (*Appendix 2*).

16. CASUAL PILOT

- 16.1. A Casual Pilot means a Pilot who is engaged as a casual employee as defined in the NES.
- 16.2. A Casual Pilot will be paid in accordance with *Appendix 2*.
- 16.3. A Casual Pilot will be paid the casual hourly rate for each hour, or part thereof, they work, with a minimum payment of no less than the equivalent of four (4) hours work.
- 16.4. If a Casual Pilot's shift exceeds eight (8) hours duration, the Pilot will be paid a full Casual Shift Payment under *Appendix 2*.
- 16.5. If a Casual Pilot's hours extend beyond the maximum hours for a shift or period of engagement, the Casual Pilot will be paid by the hour until Duty ceases.
- 16.6. The casual payment rates in *Appendix 2* include an additional amount of 25% as a casual loading, and the casual loading is paid to compensate the Casual Pilots for entitlements to which full time and part time Pilots are entitled under the NES, this Agreement and any other legislative provision.
- 16.7. Specifically, the 25% casual loading compensates the Pilot for:
- (a) paid annual leave;
 - (b) paid personal/carer's leave;
 - (c) paid compassionate leave;
 - (d) paid jury service leave;
 - (e) payment for absence on public holidays;
 - (f) payment in lieu of notice of termination; and
 - (g) redundancy pay.
- 16.8. A Casual Pilot may be terminated at any time during a shift, however, in circumstances where the shift has commenced the Casual Pilot will be paid for the full shift offered and agreed.

Right to Request Casual Conversion

- 16.9. Offers and requests for conversion from casual employment to full-time or part-time employment will be made in accordance with the NES.
- 16.10. The parties agree that either party may seek the assistance of the FWC in accordance with clause 11 to assist in achieving an outcome under clause 16.9.

17. TERMINATION OF EMPLOYMENT

- 17.1. The Pilot may resign, or the Company may terminate, the Pilot's employment by giving the applicable notice below in writing:

	Period of Notice
period of continuous service with the Company at the end of the day the notice is given is not more than six (6) months (all Work Practices)	four (4) weeks
Work Practice 1, 3, 4, and 5	four (4) weeks
Work Practice 2	six (6) weeks

- 17.2. The notice period in sub-clause 17.1 may be:
- paid for in lieu by the Company in whole or part; or
 - forfeited or reduced by agreement between the Pilot and the Company.
- 17.3. A Pilot who is at least forty-five (45) years of age at the time of notice being given and has at least two (2) years of continuous service will be entitled to an additional seven (7) days of notice.
- 17.4. The period of notice under this clause does not apply in the case of a Pilot's dismissal for Serious Misconduct.
- 17.5. On termination, a Pilot will receive payment at the normal salary rate for any existing time off in lieu accrued.
- 17.6. In calculating a period in lieu of notice, the gross annual salary a Pilot would have received in respect of all time they would have worked during the period of notice, had their employment not been terminated, will be used.
- 17.7. Pilots upon termination by the Company will be trained or reimbursed (on presentation of a valid receipt) the cost of training to at least the minimum standard required by the Company to complete the role the Pilot held in the Company immediately prior to termination.
- 17.8. Instrument Proficiency Check and/or NVIS Proficiency Check currencies will be revalidated if due within three (3) months of termination.
- 17.9. The reimbursement of the cost of training under sub-clause 17.7 does not apply in circumstances where a Pilot has been trained in accordance with sub-clause 45.12, but has not, despite that training, achieved the requisite standard.

18. STAND DOWN

18.1. Despite anything elsewhere contained in this Agreement, the Company will, if a Pilot is stood down, be entitled to deduct payments from the salary of a Pilot for any day that Pilot cannot be usefully employed because of any strike, stoppage, seasonal variations including drought, or other limitations of work for which the Company cannot be held responsible but subject to the following conditions:

- (a) a Pilot may be stood down only at their Primary Location;
- (b) the Company will explore all reasonable options for alternative duties to avoid standing down the Pilot;
- (c) when the Company proposes to exercise the right conferred by these provisions, the Company will notify the Pilot during the period such notification remains in force the Pilot will be deemed to be stood down for the purpose of these provisions;
- (d) a Pilot who is stood down under these provisions will be treated for all purposes (other than payment of salaries) as having continuity of service and employment notwithstanding such standing down;
- (e) a Pilot who is stood down under these provisions may at any time during the period they are stood down, terminate their employment without notice and will be entitled to receive as soon as practicable all salaries and other payments to which they are entitled up to the time of termination;
- (f) a Pilot terminated under paragraph (e) will for all purposes (other than payment instead of notice) be treated as if their employment has been terminated by the Company without fault of the Pilot; and
- (g) a Pilot whom the Company proposes to stand down under these provisions will be entitled to elect to take annual leave which the Pilot has accrued.

19. REDUNDANCY

19.1. Redundancy will be provided in accordance with the NES.

19.2. The amount of Severance Pay the Company will provide a Pilot for redundancy is outlined below:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	13 weeks pay

8 years and less than 9 years	14 weeks pay
9 years and less than 10 years	16 weeks pay
10 years and over	12 weeks pay

Transfer to Lower Paid Duties

- 19.3. Sub-clauses 19.4 to 19.6 will apply to a Pilot who, because of redundancy is transferred to new duties to which a lower rate of pay applies.
- 19.4. Subject to sub-clauses 19.5 and 19.6, the Company will give the Pilot notice of the transfer equivalent to the number of weeks per year of employment in the table under sub-clause 19.2.
- 19.5. If the Company acts as set out in sub-clause 19.3, an additional one (1) week of notice will be given to a Pilot over 45 years old, provided that the Pilot has completed at least two (2) years of continuous service with the Company at the end of the day the notice is given.
- 19.6. If the Company acts as set out in sub-clause 19.3, the Pilot is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the Pilot (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the Pilot would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the Pilot in the second role for the period for which notice was not given.

Pilot Leaving during Redundancy Notice Period

- 19.7. A Pilot given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice, as determined by the Pilot's length of continuous service with the Company:

Employee's period of continuous service with the employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 19.8. A Pilot who is over forty-five (45) years old and has completed at least two (2) years of continuous service with the Company at the end of the day that the notice is given under sub-clause 19.7 will provide an additional one (1) week notice.
- 19.9. The Pilot is entitled to receive the benefits and payments they would have received under clause 19 or under sections 119–123 of the Act had they remained in employment until the expiry of the notice.

19.10. However, the Pilot is not entitled to be paid for any part of the period of notice remaining after the Pilot ceased to be employed.

Job Search Entitlement

19.11. Where the Company has given notice of termination to a Pilot in circumstances of redundancy, the Pilot must be allowed time off without loss of pay of up to one (1) day each week of the minimum period of notice prescribed by the NES for the purpose of seeking other employment.

19.12. If a Pilot is allowed time off, without loss of pay, of more than one (1) day under sub-clause 19.11, the Pilot must, at the request of the Company, produce proof of attendance at an interview for which a statutory declaration is sufficient proof.

19.13. A Pilot who fails to produce proof when required under sub-clause 19.12 is not entitled to be paid for the time off.

19.14. The time off under clause 19.11 is to be taken at times that are convenient to the Pilot after consultation with the Company.

PART 4 – RATES OF PAY AND RELATED MATTERS

20. CLASSIFICATION OF PILOTS

20.1. A Pilot will be appointed in writing to one of the following classifications:

- (a) Multi engine Captain;
- (b) Single engine Captain; or
- (c) Co-Pilot.

21. SALARIES

21.1. Salaries and Allowances to be paid to Pilots are at the rates and for the periods set out in *Appendix 2*.

21.2. From 1 July 2023, the base lead allowances will be increased by 5%.

21.3. From 1 July 2023, the base salary, extra shifts, overtime and casual shift rates will be increased by 8%.

21.4. No later than seven (7) days after the approval of this Agreement under sub-clause 4.1:

- (a) each Pilot, who is not a Co-Pilot, employed at the date of commencement of this Agreement will receive a cash payment of \$7,000.00; and
- (b) each Co-Pilot employed at the date of commencement of this Agreement will receive a cash payment of \$5,000.00.

21.5. On 1 July 2024, the NVG Allowance will be incorporated in the base salary provided that a Pilot is not entitled to any backdated payment other than the payment provided for by sub-clause 21.7(c).

- 21.6. At the date of commencement of this Agreement, the base salary, extra shifts, overtime and casual shift rates will be increased by 4%.
- 21.7. On the first pay run, being a pay run for a period of a complete two (2) weeks, following the commencement of this Agreement under clause 4:
- (a) each Pilot employed at the date of commencement of this Agreement will receive a payment backdated from 30 June 2024 to 1 July 2023, equivalent to:
 - (i) the total amount equalling their respective base salary, extra shifts, overtime and casual shift rates effective from 1 July 2023 until 30 June 2024, had those rates been increased by 8% from 1 July 2023; less
 - (ii) the total amount equalling their respective base salary, extra shifts, overtime and casual shift rates from 1 July 2023 until 30 June 2024, following the 3.7% increase that was applied by the Company effective from 1 July 2023;
 - (b) each Pilot eligible for the payment of the base lead allowance as at 1 July 2023, will receive a payment back dated from 30 June 2024 to 1 July 2023 equal to the difference between the rate of the increased base lead allowance under subclause 21.2 and the rate of the base lead allowance immediately prior to the commencement of this Agreement; and
 - (c) each Pilot employed at the date of commencement of this Agreement will receive a payment backdated from the date of the commencement of this Agreement to 1 July 2024 equivalent to:
 - (i) the total amount equalling their respective base salary, extra shifts, overtime and casual shift rates effective from 1 July 2024 to the date of commencement of this Agreement, had clauses 21.5 and 21.6 been effective from the Approval Date; less
 - (ii) the total amount equalling their respective base salary, extra shifts, overtime and casual shift rates from 1 July 2024 to the date of commencement of this Agreement.
- 21.8. Each payment made by the Company under sub-clauses 21.4 and 21.7 is a single one-off payment and does not increase a Pilot or Co-Pilot's base rate of pay as set out in Appendix 2.
- 21.9. From 1 July 2025, the base salary, extra shifts, overtime and casual shift rates will be increased by 4.5%.
- 21.10. Pilots' salaries under clause 21 and *Appendix 2* include an additional amount for annual leave loading and annual leave loading is not paid as an additional loading to salary when annual leave is taken under this Agreement.
- 21.11. From 1 July 2026, the base salary, extra shifts, overtime, and causal shift rates will be increased by 3%.

22. OVERTIME

- 22.1. A Pilot's period of Duty ends either:
- (a) 30 minutes after engine shutdown time of the last landing; or
 - (b) at the end of their rostered shift for all non-flying Duty.

22.2. A Pilot who works overtime will be paid for each six (6) minutes or part thereof.

22.3. Pre-start overtime

- (a) A Pilot may if requested by the Company, commence Duty at a time prior to the time that the Pilot's respective rostered shift is to commence.
- (b) The period of time worked by a Pilot prior to the commencement time of the respective rostered shift is a period of pre-start overtime.
- (c) A Pilot who works a period of pre-start overtime will be paid for each six (6) minutes or part thereof.

22.4. The hourly overtime rate of a Pilot on:

- (a) Work Practice 1, 3 or 4 will be in accordance with the overtime hourly rate under Appendix 2; or
- (b) Work Practice 5, excluding any Duty Travel Time, who performs overtime will be in accordance with the overtime hourly rate under Appendix 2.

22.5. Special Provisions – Work Practice 2:

- (a) when a Pilot on Work Practice 2 is unable, due to circumstances outside their control, to complete the handover to their replacement before 1200 on the day of the final shift in a roster they will be paid overtime for the period from 1200 until handover to their replacement is completed;
- (b) if eligible for payment, Overtime will be paid for each 6 minutes, or part thereof, to a Pilot for Overtime worked, in one-tenth increments;
- (c) the hourly pay rate of a Pilot who performs overtime will be at the respective Overtime Rate under *Appendix 2*;
- (d) a Pilot on Work Practice 2 who is delayed, due to operational factors or travel changes, from arriving home until after 2000 AEST on the day of their final shift in a roster will be paid one (1) Extra Shift Allowance;
- (e) a payment made under sub-paragraph (d) will be in lieu of overtime that would otherwise be paid under the Agreement; and
- (f) these provisions apply to a Pilot who is temporarily on Work Practice 2.

Part Time Pilots

22.6. Part Time Pilots may by mutual agreement work additional hours.

22.7. Work performed, by a Part Time Pilot, in excess of the maximum full-time hours of the applicable Work Practice on a rostered day of work will be paid as overtime at the respective pay rate under either sub-clause 22.3 or 22.4.

23. EXTRA SHIFTS

- 23.1. If an Extra Shift is accepted by a Pilot and rostered, but then cancelled by the Company within 24 hours of the shift commencing, the extra shift payment under sub-clause 23.2 must be paid to the Pilot.
- 23.2. The Extra Shift rate payable for an extra shift will be paid at the extra shift rate under *Appendix 2* for the rostered Work Practice required for the extra shift.
- 23.3. If a Pilot is called in to Duty and performs Duty for less than four (4) hours, the Pilot will be paid for four (4) hours under sub-clause 22.3.
- 23.4. If a Pilot is called in to Duty and performs Duty for more than four (4) hours, the Pilot will be paid for an Extra Shift under sub-clause 23.2.
- 23.5. Where a Pilot is called in to Duty and sub-clause 23.4 applies, overtime will be paid under clause 22 for the period (if any) following the completion of the extra shift.
- 23.6. If a Pilot on Work Practice 1 completes both a Work Practice 1 Day Shift and a Work Practice 1 Night Shift within a single 24-hour period, the Pilot will be paid for an Extra Shift or Extra Shifts (as the case may be) under sub-clause 23.2 provided that:
- (a) the Pilot will only be paid for an Extra Shift for a shift that is in addition to the Pilots' rostered shifts; and
 - (b) the conduct of the shifts must be in compliance with the Company's FRMS Manual.

24. TIME OFF IN LIEU

- 24.1. A Pilot and the Company may agree in writing to the Pilot taking paid TOIL for a particular amount of overtime that has been worked by the Pilot.
- 24.2. TOIL must be requested by the Pilot and approved by the Company before it is taken.
- 24.3. The period of TOIL that a Pilot may be permitted to take must be equivalent to the number of overtime hours worked on an hour (or a part thereof) for hour (or a part thereof) basis.
- 24.4. An agreement to take TOIL must state each of the following:
- (a) the number of overtime hours to which it applies;
 - (b) when those hours were worked; and
 - (c) that the Company and Pilot agree that the Pilot may take TOIL.
- 24.5. TOIL must be taken:
- (a) within the period of three (3) months after the overtime is worked; and
 - (b) at a time, or times, agreed by the Pilot and Company.

- 24.6. If the Pilot requests to be paid for overtime the subject of an agreement under sub-clause 24.4 but not yet taken as TOIL, the Company must pay the Pilot for the respective overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- 24.7. If time off for overtime that has been worked is not taken within the period of three (3) months, the Company must pay the Pilot for the overtime, in the next pay period following those three (3) months, at the overtime rate applicable to the overtime when worked.
- 24.8. The Company must keep a copy of a TOIL agreement.
- 24.9. The Company must not exert undue influence or undue pressure on a Pilot in relation to a decision by the Pilot to make, or not make, an agreement to take TOIL.

25. PAYMENT OF PILOTS

- 25.1. All Pilots will be paid fortnightly via electronic funds transfer.
- 25.2. Pay slips will be provided to each Pilot fortnightly in accordance with the *Fair Work Act 2009*.
- 25.3. If there is a change to:
- (a) the Company's status as a Public Benevolent Institution (PBI); or
 - (b) taxation laws in relation to Fringe Benefits Tax (FBT) that affect a salary sacrifice arrangement,
- the Company will consult with Pilots under sub-clause 10.1.

26. SUPERANNUATION

- 26.1. For this clause the words in column 'A' have the meaning set out opposite in column 'B':

A	B
Base Salary	the relevant rate in <i>Appendix 2</i>
Complying Superannuation Fund	as defined in section 7 of the <i>Superannuation Guarantee (Administration) Act 1992</i>
Stapled Superannuation Fund	an existing super account which is linked, or 'stapled', to an individual employee so that it follows them as they change jobs

- 26.2. Pilots engaged at the date of commencement of this Agreement will be entitled to choose their superannuation fund in accordance with the *Treasury Laws Amendment (Your Superannuation Your Choice) Act 2020* (Cth).
- 26.3. The Pilot must promptly, following their employment with the Company, advise the Company in writing of the details of the Complying Superannuation Fund that the Pilot chooses and nominates.
- 26.4. The Company will make superannuation contributions to the Complying Superannuation Fund chosen and nominated by the Pilot.

- 26.5. If the Complying Superannuation Fund to which a Pilot belongs requires them to make employee contributions, such contributions must be made from the Pilot's Base Salary.
- 26.6. Subject to the Act, Care Super is the default superannuation fund for this Agreement.
- 26.7. If a commencing Pilot does not nominate a Complying Superannuation Fund:
- (a) the Company will make the contributions into the Pilot's stapled superannuation fund as advised by the ATO; and
 - (b) if the ATO advises the Company that a Pilot does not have a stapled superannuation fund, the Company will open a Care Super account on the Pilot's behalf and make contributions into that account.

27. SALARY SACRIFICE

- 27.1. A Pilot may apply to salary sacrifice part of their salary through the Company's Salary Packaging Provider.
- 27.2. A Pilot or the Company may cancel salary sacrifice arrangements made under sub-clause 27.1 by providing 21 days written notice to the other party.
- 27.3. If a Pilot chooses to engage in a salary sacrifice agreement, superannuation will be calculated and paid on the ordinary time earnings as defined in the superannuation guarantee legislation.
- 27.4. If there is a change to the Company's status as a Public Benevolent Institution (PBI) or taxation laws in relation to Fringe Benefits Tax (FBT) that affect a salary sacrifice arrangement, the Company will consult, as soon as practicable, with the Pilots under sub-clause 10.1.

28. PROVISION OF TRANSPORT, TRAVEL AND ACCOMMODATION

Provision of Transport and Travel

- 28.1. For this clause the term in column A has the meaning set out opposite in column B:

A	B
ATO Allowance	Per kilometre rate, as set and amended by the ATO (\$0.85 in 2023-24)
Base Accommodation	is accommodation that meets the required standards of the FRMS, provided by the Company for Pilots who are required to work shifts encompassing the hours of darkness
Contingency Accommodation	is accommodation that meets the required standards of the FRMS, provided by the Company for Pilots, who in the event of an unexpected operational contingency such as Aircraft Breakdown or fatigue stop, are required to stay away from Home, Base Accommodation or Travel Accommodation

Hard-Lying Allowance	as set out in <i>Appendix 2</i>
Travel Accommodation	is the accommodation that meets the required standards of the FRMS, provided by the Company for Pilots required to stay away from their Primary Location in the course of performing their Duty

- 28.2. A Pilot will be provided with transport for all Duty Travel at no expense to the Pilot.
- 28.3. Duty Travel excludes travel between the Pilot's Home and the Pilot's Primary Location.
- 28.4. Duty Travel will be considered Duty.
- 28.5. Where a Pilot has been requested by the Company to use their own car in the performance of their Duty, the Pilot will be paid at the ATO Allowance.
- 28.6. The maximum number of kilometres under sub-clause 28.5 is unlimited.
- 28.7. If the Company provides a rental car for Duty Travel the pickup point must, where possible, be within 20 kilometres of the Pilot's Primary Location, provided that if there is no additional cost to the Company, the Pilot may utilise a pickup point which is more proximate to the Pilot's start point of travel e.g. place of Pilot's residence.
- 28.8. The Company will pay for the Pilot to travel by:
- (a) taxi; or
 - (b) the Pilot's own vehicle,
- between the Pilot's home and the collection point for a rental car provided for the purposes of Duty Travel, provided that if a Pilot's own vehicle is used the Pilot will be reimbursed for the use of the vehicle at the ATO allowance rate.
- 28.9. A Pilot may request, and the Company may approve, for the Pilot to travel for Duty Travel by the Pilot's own vehicle in which case the Pilot will be paid the ATO Allowance.
- 28.10. For the purposes of sub-clause 28.9 the Pilot will be paid the allowance for the complete trip to destination and return, irrespective of whether the trip required an overnight stay or is more than one (1) day in duration.
- 28.11. Irrespective of whether a rental vehicle or the Pilot's own vehicle is used under this clause, the Company will reimburse toll charges (if any) on the substantiation of the expense by the provision of receipts.
- 28.12. The cost of fuel for a rental vehicle will also be reimbursed upon the substantiation of the expense by the provision of receipts.

Accommodation

28.13. The Company will, under this clause, provide the Pilot with accommodation in the form of Base, Travelling or Contingency Accommodation when required in the course of a Pilot performing their Duty.

28.14. When a Pilot’s Duty away from their Primary Location requires the Pilot to travel before 0600 hours or after 2200 hours the Pilot will be provided, by the Company, overnight accommodation prior to, or following, the Duty period when requested by the Pilot.

28.15. Base Accommodation at a minimum provides:

- (a) a single occupancy bedroom;
- (b) a shared or individual bathroom;
- (c) the ability to control the light, noise, and temperature to facilitate adequate rest at any time of the day or night; and
- (d) shared or individual living facilities such as kitchen, laundry, and lounge area.

28.16. Travel Accommodation at a minimum provides:

- (a) a single occupancy bedroom;
- (b) a shared or individual bathroom;
- (c) the ability to control the light, noise, and temperature to facilitate the ability to rest adequately at any time of the day or night; and
- (d) may provide additional living facilities such as kitchen, laundry and lounge area.

28.17. At a minimum, Contingency Accommodation is at a standard equivalent to Travel Accommodation.

28.18. Where the Company is required but unable to provide accommodation that meets the applicable Accommodation standard detailed in this clause, the Company will pay to the Pilot the Hard-Lying Allowance.

28.19. At the time of approval of this Agreement, Base Accommodation provided by the Company at each Operating Base (if any) is deemed to meet the Accommodation standard.

28.20. If a Pilot is required in the performance of their Duty to arrange and pay for their accommodation the Pilot will be reimbursed the cost of reasonable accommodation upon substantiation of the expense by the provision of receipts.

29. REIMBURSEMENTS

29.1. Aviation Medical Reimbursements:

- (a) For this clause the term in column A has the meaning set out opposite in column B:

A	B
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Designated Aviation Medical Examiner	a designated aviation medical practitioner appointed by CASA
Designated Aviation Medical Examiner's Handbook	the document called 'designated medical examiner's handbook' published by CASA, as in force from time to time
Pilot's Class 1 Medical Certificate	a medical certificate, issued by a Designated Medical Examiner for a period of up to 12 months, that certifies that the holder has met the requirements of medical standard 1 for the purposes of the Civil Aviation Safety Regulations 1998, as in force from time to time

- (b) A Pilot will be reimbursed up to a maximum amount of \$550 (GST inclusive) per calendar year for the renewal of their Class 1 Medical Certificate, provided that the maximum amount of \$550 is to be adjusted:
- (i) to \$650 on 1 July 2024; and
 - (ii) by CPI on 1 July 2025 and 2026.
- (c) In addition to the entitlement under paragraph (b), the Company will reimburse a Pilot who is over 60 years of age for one (1) additional medical examination per calendar year.
- (d) Despite paragraphs (b) and (c) only those tests or examinations, detailed in the Designated Aviation Medical Examiner's Handbook as being applicable to the Pilot's age will be reimbursed.
- (e) The:
- (i) cost of any additional checks or examinations or aids or equipment (e.g. glasses or hearing aids) necessary to obtain or maintain the Pilot's Class 1 Medical is the sole responsibility of the Pilot; and
 - (ii) unused balance (if any) of the allowance under paragraph (b) does not accrue from year to year.
- (f) The Company reserves the right to nominate an alternative Designated Aviation Medical Examiner to undertake a supplementary medical examination at the Company's expense.

29.2. ASIC Reimbursement

- (a) The Company will pay for, and provide, the Pilot with an ASIC card.
- (b) The ASIC card supplied under paragraph (a) remains the property of the Company.
- (c) The ASIC card supplied under paragraph (a) must be returned to the Company immediately upon cessation of the Pilot's employment.
- (d) Despite paragraph (c) the Company may determine otherwise.

Footwear Reimbursements

29.3. Subject to sub-clause 29.4 the Company will reimburse each Pilot up to \$250.00 (GST inclusive) every two (2) years for the purchase of new boots, on the substantiation of the expense by the provision of receipts, and, where the purchase is pre-approved.

29.4. The reimbursement under sub-clause 29.3 does not accrue.

30. UNIFORM PROVISIONS

30.1. The Company will provide each Pilot with uniforms of suitable fire-retardant quality and the initial issue, and supplemental/replacement issue, of uniforms will occur under the table below, or sooner if required:

Uniform Pieces	Initial Issue	Supplemental/Replacement
Flight Pants	2	1 per 2 years
Flight Jacket	2	1 per 2 years
T-shirts	5	3 per year
Winter Flight Jacket	1	1 per 3 years
Name Tag	3	1 per 3 years
Cricket Hat	1	1 of any per year
Beanie	1	
Cap	1	
LifeFlight Backpack	1	Nil

30.2. Uniforms must be worn by a Pilot at all times whilst rostered on flying Duty and are the property of the Company.

30.3. Pilots will maintain their uniforms and be responsible for the care and upkeep of uniforms at their own expense, so they remain neat and tidy at all times.

30.4. Alterations to uniforms will need prior approval from the Pilot's manager.

30.5. Approved alteration costs incurred for small repairs will be reimbursed on the substantiation of the expense by the provision of receipts.

30.6. Where a uniform is no longer serviceable as a result of fair wear and tear, the item will be replaced by the Company at no cost to the Pilot.

30.7. The Company will provide each Pilot with a helmet for use whilst performing their Duties and will pay all reasonable costs relating to the maintenance of the helmet.

30.8. The helmet provided under sub-clause 30.7 remains the property of the Company.

30.9. A Pilot may

- (a) elect to use their own helmet; and
- (b) where this occurs, the Company will pay all reasonable servicing costs, provided that the Pilot sought prior approval from the Company.

30.10. Upon termination of employment with the Company, the Pilot will promptly return all issued uniform items, including but not limited to clothing, the helmet provided under sub-clause 30.7 and personal protective equipment to the Company.

31. INSURANCE PROVISIONS

Loss of Licence Insurance Provisions

31.1. The Company will assist Pilots to secure individual loss of licence insurance, or similar insurance, for Permanent Full Time Pilots, Permanent Part Time Pilots, and Fixed Term Pilots (pro-rated for the length of their employment).

31.2. Pro-rata entitlements for Fixed Term Pilots under this clause will be calculated using the following formula:

$$(\text{entitlement}) = \frac{(\$ \text{ up to the maximum cap})}{52} \times (\text{number of weeks employed})$$

31.3. Any insurance must be in an individual Pilot's name, and not in the form of a group policy.

31.4. For Pilots:

- (a) who obtain their own loss of licence cover, the Company will reimburse each Pilot up to \$3,500 per annum effective from the commencement of this Agreement (inclusive of GST and upon substantiation of the expense by the provision of receipts); or
- (b) who do not seek to obtain their own loss of licence cover under sub-clause (a), the Company will assist those Pilots, to obtain the benefit of the loss of licence insurance cover up to \$150,000 obtained by or through the Company, provided always that the Company will not be obligated to pay more than \$3,500 (GST inclusive) per year for each Pilot for any such coverage and to remove doubt, if more than \$3,500 (GST inclusive) is required to obtain loss of licence insurance of \$150,000 for a Pilot, the Company is not obligated to pay more than \$3,500 (GST inclusive) per year in this regard and that Pilot may choose to either have coverage of less than \$150,000 or choose to pay personally the additional amount required for the Company to arrange cover for the amount of \$150,000,

provided that the \$3,500 referred to in sub-clauses (a) and (b) will be adjusted by CPI on 1 July 2025 and 2026.

Workers Compensation and Accident Make-up Pay

31.5. In addition to any statutory entitlement to periodic workers compensation payments, a Pilot will be paid make-up pay on the following basis:

- (a) the amount of make-up pay will be the difference between the periodic workers compensation payments and the amount of salary plus allowances that the Pilot would have received had the Pilot been at work for the period;
- (b) the amount in paragraph 31.5(a) hereof will not apply for the first five (5) or aggregate of five (5) working days of incapacity nor will it apply during any paid leave period;
- (c) make-up pay, where no ascertainable amount is available, will be based on the average for the previous three (3) months or lesser period of time which the Pilot has been employed;
- (d) make-up pay will be payable for a maximum period or aggregate of period in no case exceeding a total of 52 weeks in respect of incapacity arising from any one (1) injury;
- (e) make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Pilot and the Company;
- (f) nothing in this clause will affect the right of the Company to terminate a Pilot's employment under this Agreement;
- (g) a Pilot will not be terminated as a:
 - (i) result of having received make-up pay; or
 - (ii) means of avoiding the make-up pay obligations under this clause;
- (h) in the event that the Pilot 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;
- (i) where the Pilot recovers damages from the Company or from a third party in respect of a compensable injury independent of statutory entitlements, the Pilot will be liable to repay to the Company the amount of make-up pay which the Pilot has received in respect of that injury and will have no further make-up pay entitlements in respect of that injury; and
- (j) any period spent on workers compensation will be counted for the purposes of accumulation of annual leave, personal/carer's leave and long service leave entitlements.

Accident and Death Insurance

- 31.6. The Company will provide each Pilot a personal accidental death and permanent disablement insurance policy to a value of \$550,000 (for the purposes of sub-clauses 31.6 to 31.10 '**Policy**'), obtained by the Company, which will be payable to the Pilot's estate.
- 31.7. This Policy must also provide benefits to the Pilot for temporary total disablement and temporary partial disablement subject to a seven (7) day waiting period and with a maximum payment period of 104 weeks.
- 31.8. The premiums for this Policy will be paid by the Company and the conditions applying will be in accordance with the Policy.
- 31.9. The beneficiary of the Policy will be nominated, from time to time, as required by the Pilot.
- 31.10. A copy of the Pilot's insurance policy certificate in respect of this Policy will be provided annually on request.

Pilot Indemnity

- 31.11.A Pilot will not be required to pay for damage or loss of aircraft or equipment used in the service nor will any lien or a claim be made by the Company on the Pilot's estate.
- 31.12.A claim made by any member of the public, passenger, or other person upon the Pilot's estate as a result of any accident or happening caused by the Pilot when performing their Duty, whether efficiently or, as may be subsequently determined, negligently, will be accepted by the Company as a claim made against the Company.
- 31.13.The Company will be solely responsible for all claims as a result of operations by, or travel in, their aircraft.
- 31.14.The foregoing will not apply to a Pilot who knowingly and deliberately performs their Duty in a manner contrary to law.
- 31.15.In addition, the Company in applying the provisions of sub-clause 31.12 will, to the extent permitted by the law, if requested by the Pilot, provide legal counsel and defend the Pilot and the Pilot's estate in any legal actions arising in connection with the performance of their Duty and indemnify them and hold them harmless from any judgement rendered thereunder.
- 31.16.When a Pilot is required to act as a witness for a work colleague, the Company will provide the Pilot a reasonable period free of Duty to prepare and appear as a witness, subject to the Company's operational requirements.
- 31.17.Pilots appearing as a witness under sub-clause 31.16 will receive their ordinary salary.

31A. TOOLS OF THE TRADE

- 31A.1. A Pilot may request reimbursement from the Company for an Eligible OzRunways Subscription and must provide evidence to satisfy the Company that the Eligible OzRunways Subscription is necessary to perform the Pilot's Duty.
- 31A.2. If the Pilot provides evidence to satisfy the Company that the Eligible OzRunways Subscription is necessary to perform the Pilot's Duty, the Company will not unreasonably refuse a request made under sub-clause 31A.1.
- 31A.3. For the purposes of this clause, 'Eligible OzRunways Subscription' means a subscription offered by OzRunways and approved by the Company as an eligible subscription.

PART 5 – HOURS OF WORK AND RELATED MATTERS

32. HOURS AND WORK PRACTICES

- 32.1. A Pilot's hours of work will be in accordance with the Work Practices set out in *Appendix 1*.
- 32.2. Each Pilot at the commencement of their employment with the Company will be assigned to perform Duty under a Work Practice.

- 32.3. During the life of this Agreement, Work Practices may only be altered or introduced by the Company after consultation and agreement with the Pilot Representatives.

Transition between Work Practices

- 32.4. A Pilot may temporarily or permanently change a Pilot's Work Practice by mutual agreement with the Company.
- 32.5. Where a change is made in accordance with sub-clause 32.4 the Pilot will be provided confirmation of the agreed change in writing as soon as practicable and the roster will provide for the period to be worked under the alternative Work Practice.
- 32.6. If a Pilot and the Company agree for the Pilot to transition to a different Work Practice, the Pilot will be employed under the new Work Practice and pay and conditions will become applicable from the agreed date of transition.

33. ROSTERS

- 33.1. Rosters will be compiled for each Pilot in accordance with their applicable Work Practice.
- 33.2. The roster for Pilots will be published in the Electronic Management System as far out as practicable, but no later than 28 days in advance.
- 33.3. A Pilot's roster may contain the following shift types:
- (a) Standby Shift;
 - (b) Night Shift;
 - (a) Day Shift; and
 - (b) Scheduled Shift.
- 33.4. The roster for each shift will set out the Duty the Pilot is to perform during the roster.

Roster Changes

- 33.5. An amendment to the roster where less than 28 days' notice can be given can only be made by mutual agreement between the Company and the Pilot, except when in relation to a change of Work Practice 2 Operating Base locations which can be directed by the Company.
- 33.6. An amendment to the roster outside 28 days can be made to shift types, provided an amendment to a Pilot's roster pattern outside 28 days applicable to their Work Practice can only be made after informing, and as necessary discussing with, the respective Pilot, but the Pilot's consent is not required.
- 33.7. A Pilot must ensure that they are ready and prepared to commence work at the applicable start time for each rostered shift, which requires a Pilot to manage sleep patterns to minimise potential for business disruption due to fatigue.

33.8. Nothing in this Agreement displaces a Pilot's right to legitimately declare themselves fatigued and such a declaration is made without prejudice to any other right the respective Pilot has under the Act.

34. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

34.1. A Pilot may request a change in working arrangements under Section 65 of the Act.

34.2. Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A).

34.3. The Company will consider and respond to requests for flexibility in accordance with section 65A of the Act.

PART 6 – LEAVE AND RELATED MATTERS

35. ANNUAL LEAVE

35.1. For this clause the term in column A has the meaning set out opposite in column B:

A	B
<i>Air Pilots Award 2020</i>	as at the date of certification of this Agreement
Annual Leave Day	accrued annual leave including Saturdays, Sundays and public holidays
Policy	the LifeFlight Operational Leave Policy, as amended from time to time

35.2. **Entitlement to Annual Leave:**

- (a) A full-time Pilot accrues paid annual leave at the rate of 42/365 days, for each calendar day since they first commenced employment with the Company.
- (b) A part-time Pilot, consistently with sub-clause 14.4, accrues paid annual leave on a pro-rata basis in accordance with sub-clause (a).
- (c) Once per year of employment, a Pilot is entitled to take two (2) rostered days free of Duty immediately before, or after or one (1) day immediately before and one (1) day immediately after, a period of annual leave.

35.3. **When Payment Will be Made for Annual Leave:**

- (a) A Pilot will be paid in full for the period of annual leave to be taken prior to commencing that leave unless mutually agreed between the Company and the Pilot.

35.4. **Annual Leave Loading:**

- (a) Pilots' salaries include additional allowance for annual leave loading.
- (b) No leave loading is to be paid by the Company:
 - (i) when annual leave is taken; or

- (ii) on termination of employment.

35.5. Electronic Funds Transfer (EFT) Payment of Annual Leave:

- (a) A Pilot paid by electronic funds transfer (EFT) under this Agreement, while on annual leave, may, despite sub-clause 35.3, be paid by EFT under the Pilot's usual pay cycle.

35.6. Illness During a Period of Annual Leave:

- (a) Where a Pilot would not be fit, due to illness or injury, to perform Duty during annual leave because of a personal illness or personal injury affecting the Pilot, the duration of such illness or injury may be counted as personal/carer's leave to the extent that the Pilot has credited personal/carer's leave, provided that the Pilot:
 - (i) advises the Company as soon as practicable after the commencement of the illness or injury; and
 - (ii) produces proof of illness or injury to the Company within seven (7) days of return to Duty.

35.7. Annual Leave in Advance:

- (a) The Company and a Pilot may agree in writing to the Pilot taking a period of paid annual leave before the Pilot has accrued an entitlement to the leave.
- (b) An agreement under paragraph (a) must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence;
 - (ii) be signed by the Company and Pilot; and
 - (iii) the Company must keep a copy of an agreement made under this sub-clause as a Pilot record.
- (c) If, on the termination of the Pilot's employment, the Pilot has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this sub-clause, the Company may deduct from any money due to the Pilot on termination an amount equal to the amount that was paid to the Pilot in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

35.8. Recall from Leave:

- (a) The Company may recall a Pilot from annual leave in circumstances where:
 - (i) there is a declared state of emergency; and/or
 - (ii) the Company is obligated to respond as a function of the Queensland disaster management arrangement.
- (b) Outside of the circumstances in paragraph (a), a recall from annual leave will only occur by mutual agreement between a Pilot and the Company.
- (c) A reasonable expense or fee incurred in a recall will be recoverable by the Pilot, from the Company, on substantiation of the expense by the provision of receipts.

35.9. Annual Leave on Termination of Employment:

- (a) On termination of employment a Pilot will be paid for all annual leave entitlements they have accrued, but not yet taken.

35.10. Requirement to Take Annual Leave:

- (a) The Company may agree to the following periods of leave being taken commencing on the first On Day in a roster cycle by a Pilot dependent on the respective Work Practice under which the Pilot is employed:

Work Practice	Annual Leave Days
1	eight (8)
2	14
3	Leave will be as per a Pilot's permanent Work Practice minimum leave amount.
4	seven (7)
5	two (2)

- (b) Despite paragraph (a):
- (i) a Pilot on Work Practice 1 may take two (2) single Annual Leave Days each calendar year; and
 - (ii) the Company may approve annual leave outside of these patterns, subject to operational requirements and a Pilot's Work Practice.
- (c) A Pilot's accrued balance of annual leave will be reduced by each Annual Leave Day taken.
- (d) If circumstances beyond the control of the Company and the Pilots arise such that paragraph (a) is not capable of application, the parties agree that either party may seek the assistance of the FWC in accordance with clause 11 to assist in achieving an outcome under paragraph (a).

35.11. Leave Roster and Leave Requests:

- (a) The Company will compile a rolling leave roster in accordance with the Policy that ensures:
- (i) the Company's operational requirements;
 - (ii) Pilots, who have accrued more than forty-two (42) Annual Leave Days are provided opportunities to take at least their accruing annual leave entitlements in each further twelve-month period; and
 - (iii) individual requests are, as far as is practicable, accommodated.
- (b) The roster will be compiled on a base, regional or contract basis but will be coordinated across the Company to:
- (i) ensure sufficient Pilots are available for a suitable level of leave relief; and
 - (ii) assure the Company's operational requirements.

35.12.Excess Annual Leave:

- (a) A Pilot will be considered to have excessive annual leave accrued if the Pilot has accrued more than eighty-four (84) Annual Leave Days.

35.13.Dealing with excessive leave accruals (by agreement):

- (a) Before the Company can direct a Pilot take annual leave under this clause, the Company must seek to confer with the Pilot and must genuinely try to agree upon steps that will be taken to reduce or eliminate the Pilot's excessive leave accrual in a manner consistent with this Agreement.

35.14.Company may direct that leave be taken:

- (a) If a Pilot has an excessive leave accrual and an agreement between the Company and the Pilot is not reached under sub-clause 35.13 by 1 July 2025, the Company may give a written direction to the Pilot to take a period or periods of paid annual leave.
- (b) Provided that a direction under paragraph (a) may be disputed by the respective Pilot as not, in all of that Pilot's circumstances, being reasonable and, if challenged by the Company, the parties agree that either party may seek the assistance of the FWC in accordance with clause 11 to assist in achieving a resolution.
- (c) Such a direction must:
 - (i) not result in the Pilot's remaining accrued entitlement to paid annual leave being less than sixty-three (63) Annual Leave Days;
 - (ii) take into account all other paid annual leave that has been agreed to be taken by the respective Pilot or that the Pilot has been directed to take or that the Pilot has given notice to take under sub-clause 35.15(b);
 - (iii) not require the Pilot to take a period of leave of less than one (1) week;
 - (iv) not require the Pilot to take a period of leave commencing less than eight (8) weeks after the day the direction is given to the Pilot; and
 - (v) not be inconsistent with a leave arrangement made under this clause and agreed between the Company and the Pilot.
- (d) A Pilot to whom a direction to take annual leave under this clause has been given may make a request to take paid annual leave as if the direction had not been given.
- (e) If leave is agreed after a direction is issued and the direction would then result in the Pilot's remaining accrued entitlement to paid annual leave at any time being less than sixty-three (63) Annual Leave Days, the direction is deemed to have been withdrawn.
- (f) The Pilot must take paid annual leave in accordance with a direction under this clause.
- (g) If a Pilot has had an excessive leave accrual for more than 6 months after 1 July 2025, and the Company has not given a direction under paragraph (a), that will eliminate the Pilot's excessive leave accrual.

35.15.Requests/Directions by Pilot:

- (a) Subject to clause 35:

- (i) an annual leave request submitted by a Pilot at least 16 weeks in advance will be approved by the Company subject to the Company's operational requirements;
 - (ii) requests with less than 16 weeks' notice may be made by a Pilot;
 - (iii) unless by mutual agreement, a Pilot's request under sub-paragraphs (i) and (ii) must be accepted or rejected within one (1) month of submitting an application, but not less than three (3) months prior to the proposed commencement date of leave; and
 - (iv) leave that has been approved can only be changed by mutual agreement between the Pilot and the Company.
- (b) If a Pilot has an excessive leave accrual and an agreement between the Company and the Pilot is not reached under sub-clause 35.13 by 1 July 2025, a Pilot may give written notice to the Company that the Pilot wishes to take a period of annual leave, provided that such notice must:
- (i) not result in the Pilot's remaining accrued entitlement to paid annual leave at any time being less than sixty-three (63) Annual Leave Days;
 - (ii) take into account all other paid annual leave that has been agreed to be taken by the respective Pilot or that the Pilot has been directed to take under sub-clause 35.14(a) or that the Pilot has given notice to take under this sub-clause;
 - (iii) not result in the Pilot taking a period of leave of less than one (1) week;
 - (iv) not result in the Pilot taking a period of leave commencing less than eight (8) weeks after the day the direction is given to the Pilot; and
 - (v) not be inconsistent with a leave arrangement made under this clause and agreed between the Company and the Pilot.
- (c) The maximum amount of leave that a Pilot can give notice of under paragraph (b) is forty-two (42) days in a 12-month period.
- (d) The Company must grant the respective Pilot annual leave in accordance with a notice given under paragraph (b).

35.16. Cashing out Annual Leave:

- (a) The Company may agree to cash out accrued annual leave under this clause.
- (b) The Pilot must apply in writing to the People and Culture email address stating a reason for the application to cash out leave.
- (c) The Pilot can only cash out Annual Leave once in any 12-month period.
- (d) Each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between the Company and the Pilot.
- (e) An agreement must state the amount of leave to be cashed out and the payment to be made to the Pilot for it, and the date on which the payment is to be made.
- (f) The Pilot must be paid at least the full amount that would have been payable to the Pilot had the Pilot taken the leave that the Pilot has forgone.
- (g) The maximum amount of annual leave that may be cashed out in any period of 12 months is 42 Annual Leave Days.

- (h) Following the cashing out, the Pilot's remaining accrued entitlement to paid annual leave must be at least 28 Annual Leave Days.
- (i) The Company is committed to Pilots taking their accrued annual leave entitlements and having adequate time off from work and cashing out of leave will be assessed by the Company on a case-by-case basis.

35.17.

36. PERSONAL/CARER'S LEAVE

36.1. For this clause the words in column 'A' have the meaning set out opposite in column 'B':

A	B
Immediate Family	<ul style="list-style-type: none"> • a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the Pilot; or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (or former spouse or de facto partner) of the Pilot, and includes step-relations (e.g. stepparents and stepchildren) as well as adoptive relations

36.2. All full time Pilots will accrue ten (10) days paid personal/carer's leave for each year of service.

36.3. An entitlement to paid personal/carer's leave accrues progressively during a year of service.

36.4. A Pilot may take paid personal/carer's leave:

- (a) if they are unfit for work because of their own personal illness or injury; or
- (b) to provide care or support to a member of their immediate family or household, who requires care or support because of a personal illness, injury or unexpected emergency affecting the member.

36.5. A medical certificate or statutory declaration may be required for two (2) or more consecutive personal leave days.

36.6. If a Pilot who is requested to provide notice or evidence for the absence and does not do so within a reasonable period of time, which period may be after when the leave is taken, the Pilot will not be paid for personal/carer's leave and the Pilot will have an option of using another type of accrued leave or can take unpaid leave.

36.7. For all periods of personal/carer's leave, the Pilot must contact C3 by telephone as soon as practicable and must advise of the period, or expected period, of leave.

36.8. Additional Personal Leave for URTI:

- (a) In addition to the entitlements in the NES, Pilots will be granted up to six (6) days paid leave per year, accruing on the anniversary of employment each year, for illness associated with URTI.

- (b) The paid leave in this clause is not cumulative and does not accrue from year to year of employment.
- (c) The Pilot will determine whether the URTI is sufficiently serious as to prevent them from performing duties.
- (d) If a Pilot has more than two (2) instances of URTI leave in a 12-month period, the Company may request a medical certificate be provided for further URTI leave that occurs in the calendar year following the making of the last request.
- (e) If a Pilot considers URTI does not prevent the performance of Duty other than flying Duty, the Pilot may discuss performing ground-based Duty with their Base Lead, however, if duties are not available or the risk of transmission of the illness to other workplace members is high, the Pilot will use URTI leave.
- (f) Where a Pilot reports for work and performs ground Duty, the entitlement (if any) under paragraph (a) is not reduced.
- (g) For all periods of URTI leave, the Pilot must contact C3 by telephone as soon as practicable and must advise of the period, or expected period, of leave.

37. COMPASSIONATE LEAVE

37.1. Compassionate Leave is provided for in the NES.

38. LONG SERVICE LEAVE

38.1. Pilot's covered by the Agreement will be entitled to Long Service leave in accordance with the relevant State legislation, as amended from time to time.

39. COMMUNITY SERVICE LEAVE

39.1. Community Service Leave (including Jury Service Leave) is in accordance with the NES.

40. PARENTAL LEAVE AND RELATED ENTITLEMENTS

40.1. Parental Leave and related entitlements are in accordance with the NES.

41. LEAVE WITHOUT PAY

41.1. A Pilot may apply for up to twelve (12) months Leave Without Pay.

41.2. A request for Leave Without Pay must be made:

- (a) in writing; and
- (b) in advance of the leave being taken.

41.3. The Company will assess each request on a case-by-case basis considering the Pilot's needs and the Company's operational availabilities and needs.

42. FAMILY AND DOMESTIC VIOLENCE LEAVE

42.1. Family and Domestic Violence Leave is in accordance with the NES.

PART 7 – OTHER PROVISIONS

43. TRANSFERS

43.1. The words in column ‘A’ have the meaning set out opposite in column ‘B’

A	B
Dependent Child	a child of a Pilot, whether a: <ul style="list-style-type: none"> • biological child; • adopted child; • stepchild; or • child of the Pilot’s de facto spouse, who is either: <ul style="list-style-type: none"> • under 21 years old; or • 21 to 24 years old and a full-time student at a school, college or university; and who: <ul style="list-style-type: none"> • is an Australian resident; • lives in the same house as the Pilot; • receives food, clothing and lodging provided by the Pilot; and • has their living, medical and educational costs provided for by the Pilot

Permanent Transfers

43.2. A permanent transfer of a Pilot’s Primary Location will only occur by mutual agreement between the Pilot and the Company.

43.3. A Pilot who is permanently transferred to another Primary Location will be reimbursed for all reasonable expenses incurred by the Pilot for the consequential removal of the Pilot, immediate family (including dependent children under 21 years of age), and their furniture, possessions and personal effects as approved by the Company prior to the transfer.

43.4. A Pilot transferred to a new Primary Location will be reimbursed by the Company the costs of appropriate accommodation until the Pilot has obtained permanent accommodation, provided that the provision of the reimbursement will be limited to a period of up to four (4) weeks.

43.5. Where a Pilot is permanently transferred, they will be granted upon arrival at their new base such period of time, as they require up to a maximum of five (5) days free of all Duty to attend to personal matters arising from them being so transferred.

Temporary Transfers

- 43.6. A temporary transfer of a Pilot's Primary Location will only occur by mutual agreement between the Pilot and the Company.
- 43.7. On completion of a temporary transfer assignment a Pilot will be granted one (1) day free of all Duty for each week or part thereof, in respect of the Pilot's period of transfer, at their Primary Location.
- 43.8. Where suitable accommodation is unable to be provided the Pilot will be reimbursed by the Company for agreed alternative accommodation.
- 43.9. Where the temporary transfer is to be for a period in excess of 60 days the Company will reimburse on the substantiation of the expense by the provision of receipts the cost of travel for the Pilot's spouse or de facto partner and each Dependent Child to join the Pilot at the new location.
- 43.10. In the case of a temporary transfer a Pilot will on the substantiation of the expense by the provision of receipts be reimbursed any actual reasonable personal expense to which the Pilot incurred as a result of such transfer away from the Pilot's Primary Location.
- 43.11. If a Pilot on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either the Pilot's expense arrangements or the terms of the Pilot's transfer, the Pilot may be allowed additional expenses, subject to the consent of the Company.

44. TRANSFERS – PILOT REQUEST

- 44.1. A Pilot may request to change their Primary Location.
- 44.2. The Pilot must provide at least 60 days written notice of the request to change (unless a lesser period is agreed to by the Company).
- 44.3. The Company will assess each request on a case-by-case basis considering the Pilot's needs and the Company's operational availabilities and needs.
- 44.4. The Company will confirm an approved transfer in writing.
- 44.5. The Company will not be liable to pay any removal or transfer-related costs or reimburse any expenses for a Pilot-initiated change of Primary Location under this clause.

44A. TRANSFERS – APPLYING FOR A NEW POSITION

- 44A.1. A Pilot who applies for a position that has been advertised, and is successful in their application, will be reimbursed reasonable relocation costs to transfer, if a transfer is required, up to a maximum of \$5,000.00 which is inclusive of GST.
- 44A.2. The maximum amount that may be paid under sub-clause 44A.1 is to be adjusted by CPI on 1 July 2024, 2025 and 2026.

44A.3. For the purposes of clause 44A.1, reasonable relocation costs include any of the following:

- (a) removalists costs;
- (b) temporary accommodation costs incurred as part of securing suitable long-term accommodation;
- (c) telephone, gas and electricity connection costs;
- (d) flights to new location; and
- (e) mileage, in the event that an employee chooses to drive rather than fly to the new location.

44A.4. The parties agree that either party may seek the assistance of the FWC in accordance with clause 11 to assist in resolving a dispute under clause 44A.

45. TRAINING

45.1. Pilot training and checking is an ongoing requirement of continued employment with the Company.

45.2. Training involves both maintaining a designated competency and expanding skills and capabilities to meet the Company's needs.

45.3. The Company will give twenty-eight (28) days' notice to a Pilot that the Pilot is required to attend training.

45.4. Despite sub-clause 45.3 the Company and a Pilot may agree to a lesser period.

45.5. A Pilot required to participate in training on a scheduled rostered day off will be paid the Extra Shift Rate in *Appendix 2* for each additional day of training on a scheduled rostered day off in excess of the two (2) training days per year of employment under the Training Day Allowance in *Appendix 2*.

45.6. Training performed on a rostered Duty day will be paid at the usual rate for that rostered day.

45.7. Where a Pilot fails a test and is required to undertake remedial training and additional testing, and that training and testing is scheduled on a rostered day off, the provisions of sub-clause 45.3 do not apply and the Company will give as much notice as it can practicably give to the Pilot that the Pilot is required to attend training.

45.8. Pilots will not, subject to this clause, be required to pay for any training required by the Company for the obtaining, maintaining, or renewing of a licence, standard or rating or required certificate.

45.9. The revalidation process shall be limited to two (2) check or test flights with reasonable remedial training if required, and an approved flight training device may be utilised to undertake this testing or to deliver this training.

Training Bonds

45.10. The Company and a Pilot may, by agreement, enter into a training bond whereby the costs of training which have been or are to be borne by the Company may be recovered from the Pilot if the Pilot ceases to be employed by the Company within a period of time agreed between the Pilot and the Company, subject to the following:

- (a) the training bond must be agreed between the Company and an individual Pilot;
- (b) the training bond under sub-clause (a) must not, subject to sub-clause 45.13, exceed \$65,000.00;
- (c) the training bond amount cannot exceed 50% of the actual cost of the training that LifeFlight directly incurred providing the Pilot the requisite training;
- (d) the training bond must be in writing, specify the amount of the bond, and be signed by the Pilot prior to commencing training;
- (e) the maximum term of the training bond will be two (2) years for piston engine/turboshaft aircraft;
- (f) the training bond amount reduces on a monthly pro rated basis over the term of the training bond when the Pilot successfully checks to line;
- (g) a Pilot can be subject only to one (1) training bond at a time and where a Pilot is subject to one (1) training bond, and subsequently enters into another, the bonds are not cumulative, and the highest value training bond will apply;
- (h) the Company can recover an amount payable under a training bond only where the Pilot resigns, or, subject to the provisions of this Agreement, the Pilot's employment is terminated for serious misconduct;
- (i) no amount can be recovered in the case of redundancy, loss of medical licence by the Pilot, termination of employment of the Pilot (except where the termination is because of serious misconduct and there is no later finding by a court or tribunal, or acceptance by the Company, that the Pilot did not engage in the serious misconduct on which the termination was based) or where the Pilot fails the training course; and
- (j) a training bond cannot be entered into in circumstances where the Company directs a Pilot to undertake training.

45.11. A training bond can be entered into between the Company and a Pilot only in respect of multi engine type rating training necessary for the Pilot to operate a particular aircraft, including the aircraft for which the Pilot is employed (including pre-employment training).

45.12. The training cost schedule (for the purposes of this sub-clause, **Schedule**) will be given to the Pilot prior to the training commencing, and the Pilot will be required to agree and sign the Schedule.

45.13. The amount under paragraph 45.10(b) is to be increased by the CPI on 1 July 2025 and 1 July each following year.

46. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

46.1. The Company and a Pilot covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;

- (iii) penalty rates;
- (iv) allowances; and
- (v) leave loading;
- (b) the arrangement meets the genuine needs of the Company and Pilot in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Company and Pilot.

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

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

46.3. The Company must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Company and Pilot;
- (c) is signed by the Company and Pilot and if the Pilot is under 18 years of age, signed by a parent or guardian of the Pilot; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Pilot will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

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

46.5. The Company or Pilot may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Company and Pilot agree in writing, at any time.

47. MEDIA, FUNDRAISING, AND OTHER SUPPORT

47.1. Each Pilot is required to provide suitable media coverage for all missions as per the Media Policies and Protocols.

47.2. During their normal hours of work, Pilots may be required to support and participate in fundraising, community engagement and media activities.

- 47.3. Participation outside their normal hours of work will be subject to mutual agreement on a voluntary basis.
- 47.4. Where the Company requires a Pilot to attend a ticketed fundraising event, the Pilot will receive a complimentary ticket.
- 47.5. Pilots will observe and comply with policies, protocols and manuals as introduced and amended by the Company, including Media Policies and Protocols.
- 47.6. Pilots on:
- (a) Work Practice 1 and 4 receive the Media & Fundraising Allowance in *Appendix 2*, paid annually, as compensation for involvement in these activities;
 - (b) on Work Practice 2 receive compensation for these activities as part of the Work Practice 2 Loading; and
 - (c) on Work Practice 5 receive compensation for these activities as part of the Work Practice 5 Loading
- 47.7. The parties agree, over the 12-month period following the commencement of the agreement, to meet, discuss and resolve the actioning of the Media & Fundraising Allowance and its application to the policies, protocols and manuals referred to in sub-clause 47.5.
- 47.8. The parties agree to use their best endeavours and to act in good faith for the purposes of sub clause 47.7.
- 47.9. The parties agree that either party may seek the assistance of the FWC in accordance with clause 11 to assist in achieving an outcome under sub-clause 47.7.
- 47.10. The Company undertakes, in the six (6) months following a policy being achieved under sub-clause 47.7, to take such steps in consultation with the Pilot Representatives, to provide education and training to the Pilots in respect of the policy.
- 47.11. The parties recognise, for the purposes of this clause, that a respective Pilot is to be able to comply with the requirements of clause 47.1 in different ways.
- 47.12. The Company agrees that during the respective periods under sub-clauses 47.7 and 47.10 the Media & Fundraising Allowance will continue to be applied to Pilots as it was on the day immediately prior to the commencement of this Agreement.

48. SECONDARY EMPLOYMENT

- 48.1. Pilots may engage in secondary employment provided that:
- (a) the Pilot advises the Company in writing if participating in outside employment, before commencing such employment;
 - (b) the Pilot and the Company agree that no actual or potential conflict of interest exists;
 - (c) the Pilot ensures at all times that the Company's interests are not prejudiced by breaching Duty time requirements, taking into account the FRMS;

- (d) at no time does it interfere with Company requirements, performance of the Pilot whilst the Pilot is on Duty; and
- (e) does not compromise the Pilot's obligations under the FRMS.

49. CONTINUOUS IMPROVEMENT

49.1. Consultative Committee

- (a) A Consultative Committee will be established comprising representatives of the Company and the Pilot Representatives.
- (b) The Consultative Committee will meet every six (6) months or more frequently if the Company determines.
- (c) All members of the Consultative Committee should be prepared to put forward considered views in respect of desired improvements and how such improvements should be achieved.
- (d) Minutes will be recorded and circulated by the Company.
- (e) Clause 11 of this Agreement sets out the procedure to settle a dispute arising at a meeting of the Consultative Committee.
- (f) The agenda of the first meeting of the Consultative Committee following the date of commencement of this Agreement will include discussions concerning the:
 - (i) Media & Fundraising Allowance;
 - (ii) Training Days Allowance;
 - (iii) EFB Administrator Allowance;
 - (iv) HLS Administrator Allowance;
 - (v) Senior Base Pilot Allowance;
 - (vi) Human Performance Instructor Allowance; and
 - (vii) Supervisory Pilot Allowance.
- (g) If, following discussions of the Training Days Allowance at two (2) consecutive meetings of the Consultative Committee, a Party raises a dispute under clause 11 of this Agreement and the dispute is ongoing as at 1 July 2025 or the dispute is ongoing as at 1 July 2026, the annual rate of the Training Days Allowance set out in the Salary and Allowance Schedule in Appendix 2 is to be adjusted by CPI on 1 July 2025 and 1 July 2026.

49.2. Continuous Improvement

- (a) The Parties acknowledge that, during the life of the Agreement, there may be significant change occurring and that the Company must continue to meet the needs of its clients, whilst ensuring that it is able to meet the needs of Pilots.
- (b) This Agreement facilitates and has as its foundation the acceptance by all the Parties that continuous improvement of the workplace, the service and the workforce should be pursued.
- (c) The Parties accept that the provisions of this Agreement will establish the framework for the implementation of a modern efficient enterprise and agree that a participating consultative

approach to change, through the Consultative Committee, is essential to achieve sustainable results.

49.3. Quality Assurance

- (a) Pilots will participate in the implementation of quality assurance consistent with the Company's commitment of involving Pilots in developing client focused quality management systems.
- (b) The Company and the Pilots recognise the importance of, and are committed to, ensuring the quality of services they provide to clients and it is essential that responsibilities are structured so that all work requirements are properly defined, communicated, carried out and verified.
- (c) The Company and the Pilots are committed to quality management philosophies and techniques, and have developed and will continue to develop process that are aimed at:
 - (i) satisfying all of its clients' needs;
 - (ii) continuous improvement;
 - (iii) involvement of Pilots;
 - (iv) measurement of performance; and
 - (v) loss control principles.
- (d) These processes are based on strategic planning and are process oriented.

50. DELEGATES' RIGHTS

50.1. For this clause the term in column A has the meaning set out opposite in column B:

A	B
Workplace Delegate	a Pilot who is appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative for members of the organisation who work for the Company under this Agreement
Eligible Employees	members and Pilots eligible to be members of the Delegate's Organisation who are employed by the Company under this Agreement
Delegate's Organisation	the employee organisation in accordance with the rules of which the Workplace Delegate was appointed or elected

50.2. This clause provides for the exercise of the rights of Workplace Delegates, provided that a Pilot must give the Company:

- (a) written notice of their appointment or election as a Workplace Delegate; and
- (b) if requested by the Company, evidence that would satisfy a reasonable person of their appointment or election as a Workplace Delegate,

prior to exercising any rights under this clause.

50.3. A Pilot, who ceases to be a Workplace Delegate, must notify the Company in writing within 14 days of ceasing to be a Workplace Delegate.

50.4. Right of Representation

- (a) A Workplace Delegate may represent the industrial interests of Eligible Employees who wish to be represented by the Workplace Delegate in matters including:
 - (i) consultation required under this Agreement;
 - (ii) resolution of disputes under this Agreement;
 - (iii) disciplinary processes;
 - (iv) where the Workplace Delegate has been appointed as a bargaining representative under the Act or is assisting the Delegate's Organisation with enterprise bargaining, renegotiation of this Agreement; and
 - (v) any process or procedure within the *Air Pilot's Award 2020*, this Agreement or a policy of the Company under which Eligible Employees are entitled to be represented and which concerns their industrial interests.

50.5. Entitlement to reasonable communication

- (a) A Workplace Delegate may communicate with Eligible Employees for the purpose of representing their industrial interests under sub-clause 50.4, including discussing membership of the Delegate's Organisation and representation with Eligible Employees.
- (b) A Workplace Delegate may communicate with Eligible Employees during working hours or work breaks, or before or after work.

50.6. Entitlement to reasonable access to the workplace and workplace facilities

- (a) The Company must provide a Workplace Delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and Eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the Company to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Company is not required to provide access to or use of a workplace facility under subparagraph (a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

- (iii) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

50.7. Entitlement to reasonable access to training

- (a) The Company must provide a Workplace Delegate with access to up to five (5) days of paid time during normal working hours for initial training and at least one (1) day each subsequent year, to attend training related to representation of the industrial interests of Eligible Employees, subject to the following conditions:
 - (i) in each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one (1) Workplace Delegate per 50 Eligible Employees;
 - (ii) the number of Eligible Employees will be determined on the day a Workplace Delegate requests paid time to attend training, as the number of Eligible Employees who are:
 - A. full-time or part-time Pilots; or
 - B. regular casual Pilots;
 - (iii) payment for a day of paid time during normal working hours is payment of the amount the Workplace Delegate would have been paid for the hours the Workplace Delegate would have been rostered or required to work on that day if the Delegate had not been absent from work to attend the training;
 - (iv) the Workplace Delegate must give the Company not less than five (5) weeks' notice of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider;
 - (v) if requested by the Company, the Workplace Delegate must provide the Company with an outline of the training content;
 - (vi) the Company must advise the Workplace Delegate not less than two (2) weeks from the day on which the training is scheduled to commence, whether the Workplace Delegate's access to paid time during normal working hours to attend the training has been approved and such approval must not be unreasonably withheld by the Company.
- (b) The Workplace Delegate must, within seven (7) days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

50.8. Exercise of entitlements under this clause

- (a) A Workplace Delegate's entitlements under this clause are subject to the conditions that the Workplace Delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as a Pilot;
 - (ii) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and

- (iv) not hinder, obstruct or prevent Eligible Employees exercising their rights to freedom of association.
- (b) This clause does not require:
 - (i) the Company to provide a Workplace Delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Employees; and
 - (ii) an Eligible Employee to be represented by a Workplace Delegate without the Employee's agreement.

PART 8 – APPENDICES

APPENDIX 1 – WORK PRACTICES

1. The Work Practices outline to both the Company and Pilots when Pilots may be rostered for Company related Duty and Standby.
2. Duty and Standby that is rostered and conducted under each Work Practice must comply with the Company's FRMS and CAO 48.1.
3. If requested by the Company, a Pilot may agree to temporarily or permanently change their Work Practice, as outlined in sub-clauses 32.4 to 32.6.
4. A pilot will be rostered for Duty and Standby at any of their assigned Operating Base(s) under one (1) of the following Work Practices:

WORK PRACTICE 1

1. A Pilot may be rostered for Duty and Standby under this Work Practice subject to the following:
 - (a) the full-time roster will comprise of eight (8) calendar day cycles comprising:
 - (i) two (2) consecutive 10-hour Day Shifts; followed by
 - (ii) two (2) 14-hour Night Shifts, starting at 1730 or 1800 on calendar day three (3) and four (4); followed by
 - (iii) the remaining calendar days five (5) through eight (8) are rostered free of Duty;
 - (b) a minimum of 48 hours free of Duty and Standby will be rostered prior to commencing this Work Practice unless mutually agreed; and
 - (c) as from 6 August 2021, any existing Pilots employed under Work Practice 1 cannot be assigned any Operating Bases away from their Primary Location, unless by mutual agreement.
2. Only those Pilots employed under Work Practice 1 after 6 August 2021 can be assigned one additional Operating Base away from their Primary Location, and these Pilots may not be rostered to work at the additional Operating Base for more than 50% of their annual rostered shifts.
3. On and from 1 July 2026, a Pilot employed under Work Practice 1 may, with the consent of the Company, opt into the Company's Work Practice 1 Loading Scheme each year.
4. A Pilot who has opted into the Work Practice 1 Loading Scheme agrees that their rosters will be varied by the Company without the need for the Pilot's consent on nine (9) occasions per year, provided that:
 - (a) the Company will give a minimum of 24 hours' notice of a proposed roster change and a Pilot may decline due to fatigue or family commitments; and
 - (b) the Company cannot implement a change to a Pilot's roster more than once per scheduling period (28 days).
5. Where a Pilot:

- (a) declines a proposed roster change, that proposed roster change does not count toward the nine roster changes per year nor does it constitute a change for the purposes of paragraph 4(b); or
- (b) accepts a proposed roster change, and that roster change results in overtime or an Extra Shift, that Pilot is able to access TOIL in accordance with clause 25.

WORK PRACTICE 2

1. A Pilot may be rostered for Duty and Standby under this Work Practice subject to the following:
 - (a) the full-time roster will comprise of fourteen (14) calendar day cycles comprising:
 - (i) day one (1): half day of travel (0001 – 1200); followed by
 - (ii) days one (1) to eight (8): seven (7) consecutive 24-hour Standby Shifts; followed by
 - (iii) day eight (8): half day of travel (1200 – 2000); followed by
 - (iv) days nine (9) to fourteen (14) rostered free of Duty;
 - (b) a minimum of 48 hours free of Duty and Standby will be rostered prior to commencing this Work Practice unless mutually agreed;
 - (c) the start times mentioned in sub-paragraph (a)(i) may be shifted to accommodate travel where appropriate; and
 - (d) a change of a Pilot's rostered Operating Base may be made within 28 days to another Operating Base nominated on the Pilot's letter of employment.
2. Pilots appointed to Work Practice 2 on a Permanent or Fixed Term basis are paid the Work Practice 2 Loading in *Appendix 2*.

WORK PRACTICE 3

1. This Work Practice will only be utilised by the Company in relation to short term operational requirements (e.g. Pilot illness).
2. This Work Practice may be used to cover leave by mutual agreement between the Company and the Pilot.
3. A Pilot may be rostered for Duty and Standby under this Work Practice subject to the following:
 - (a) the full-time roster will comprise of six (6) calendar days cycles comprising:
 - (i) two (2) consecutive 24-hour Standby Shifts, starting at 0730 or 0800 on day one (1) through two (2), finishing at 0730 or 0800 on day three (3) followed by; and
 - (ii) the remaining calendar days three (3) through six (6) rostered free of shifts;
 - (b) a minimum of 48 hours free of all Duty must be applied prior to commencing this Work Practice unless mutually agreed;
 - (c) this Work Practice will not exceed an eight (8) week period, unless mutually agreed between the relevant Pilot and the Company; and
 - (d) the Work Practice 3 Allowance in *Appendix 2* will apply.

WORK PRACTICE 4

1. A Pilot may be rostered for Duty and Standby under this Work Practice subject to the following:
 - (a) the average full-time working week equals 40 hours;
 - (b) five (5) days Duty (Mon – Sun); and
 - (c) two (2) days free of Duty.

WORK PRACTICE 5

1. The words in column 'A' have the meaning set out opposite in column 'B':

A	B
On Day	a day where a Pilot is rostered to perform Duty
Off Day	a day where a Pilot is not rostered to perform Duty
Roster Period	as defined in sub-clause 3 of this Work Practice 5

2. This flexible Work Practice may be used to help establish flexible rostering arrangements that meet Company and client's operational needs including leave cover and roster cover to enable the scheduling of training, as the Company considers necessary.
3. A Pilot will be rostered to either an On Day or an Off Day according to the following:
 - (a) all company FRMS duty limits must be adhered to; and
 - (b) the respective roster periods are:
 - (i) January to March;
 - (ii) April to June;
 - (iii) July to September; and
 - (iv) October to December,
 (severably the **Roster Period**).
4. Rosters will be worked on an equal-time basis within each Roster Period so that in each Roster Period the number of On Days is to equal the number of Off Days.
5. The number of shifts that can be rostered within each Roster Period is:
 - (a) January to March - 45 On Days, 45 Off Days (Leap Year 46 Off Days);
 - (b) April to June - 45 On Days, 46 Off Days;
 - (c) July to September - 46 On Days, 46 Off Days; and
 - (d) October to December - 46 On Days, 46 Off Days.

(Note: For any shift type that spans across two roster periods, the shift will be attributed to the ending roster period. Example: A night shift commencing on 30 June and finishing on 1 July would be considered to have occurred in the April to June roster period.)
6. A shift (if any) additional to sub-clause 5 within a Roster Period will be paid as an extra shift of the shift type rostered.

7. The roster will be reconciled at the end of each Roster Period.
8. An On Day not used in a roster period is forfeited.
9. An On Day for a Pilot employed on Work Practice 5 may include any of the following shift types:
 - (a) Day shift;
 - (b) Night shift;
 - (c) Standby Shift; and
 - (d) Scheduled Shift.

(Note: Scheduled shifts are 10-hour shifts)
10. Subject to clause 28 and sub-clause 11, Duty Travel is a part of this Work Practice and is remunerated as part of the Work Practice 5 Loading.
11. Duty Travel to locations or operating bases away from the Pilot's Primary Location will be treated under this Agreement as follows:
 - (a) under two (2) hours travel - no additional compensation;
 - (b) two (2) to four (4) hours travel - 0.5 of a shift; or
 - (c) more than four (4) hours – one (1) of a shift.
12. Training days will be as provided by this Agreement and associated allowance.
13. The roster for Pilots will be published as far out as practicable in the rostering system (currently Air Maestro) and rosters are to be published at least 12 weeks in advance and variations to the next 12 weeks of rosters will be communicated weekly.
14. Any variation to the Pilots roster is subject to the following:
 - (a) inside 28 days a roster, including the shift type, can only be varied by consent; and
 - (b) outside of 28 days, rosters may be varied by the Company without the need for consent.
15. In order to provide opportunities to Pilots employed under Work Practice 5 to have guaranteed time off on specific days, requests for annual leave can be made in increments of two days, where one day will be considered an Off day and the other an On day.
16. Notwithstanding sub-clause 15, the standard operational annual leave policy will apply for all other provisions.
17. A Pilot on Work Practice 5 will receive the Work Practice 5 Loading as set out in *Appendix 2*.
18. A Pilot may only be transferred from another Work Practice to Work Practice 5 with the respective Pilot's consent.
19. A Pilot employed under Work Practice 5 can be assigned more than one (1) Operating Base.

APPENDIX 2 – SALARY AND ALLOWANCES

SALARY & ALLOWANCE SCHEDULE:

LifeFlight Australia Ltd Rotary Wing Pilots' Enterprise Agreement 2024

	1st July 2022		1 July 2023		1st July 2024*		1 July 2025		1 July 2026	
	ME - Captain	Co-Pilot / SE-Captain	ME - Captain	Co-Pilot / SE-Captain	ME - Captain	Co-Pilot / SE-Captain	ME - Captain	Co-Pilot / SE-Captain	ME - Captain	Co-Pilot / SE-Captain
WAGES										
Base Salary	\$ 156,083	\$ 109,258	\$ 168,570	\$ 117,999	\$ 178,952	\$ 126,359	\$ 187,005	\$ 132,045	\$ 192,615	\$ 136,006
Media & Fundraising Allowance (WP 1, 4)	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,080	\$ 2,080	\$ 2,174	\$ 2,174	\$ 2,239	\$ 2,239
Training Days Allowance (All Pilots)	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
NVG Allowance (All Pilots included in Base Salary on commencement of agreement) Note: The NVG Allowance is rolled into base salary on 1 July 2024 in accordance with Clause 21	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Work Practice 1 Loading (opt in allowance subject to conditions)										
Work Practice 2 Loading	\$ 26,846	\$ 18,792	\$ 28,994	\$ 20,296	\$ 30,780	\$ 21,734	\$ 32,165	\$ 22,712	\$ 33,130	\$ 23,393
Work Practice 5 Loading			\$ 33,714	\$ 23,600	\$ 35,790	\$ 25,272	\$ 37,401	\$ 26,409	\$ 38,523	\$ 27,201
61.040 Approved Check Pilot or CASR 141/142 FIR	\$ 8,615	\$ -	\$ 8,615	\$ -	\$ 9,002	\$ -	\$ 9,407	\$ -	\$ 9,689	\$ -
61.040 Approved NVIS Check Pilot or CASR 141 FIR	\$ 8,615	\$ -	\$ 8,615	\$ -	\$ 9,002	\$ -	\$ 9,407	\$ -	\$ 9,689	\$ -
Base Lead Allowance 5 or less	\$ 10,352	\$ 10,352	\$ 10,870	\$ 10,870	\$ 11,305	\$ 11,305	\$ 11,813	\$ 11,813	\$ 12,168	\$ 12,168
Base Lead Allowance 6 - 10	\$ 11,502	\$ 11,502	\$ 12,078	\$ 12,078	\$ 12,561	\$ 12,561	\$ 13,126	\$ 13,126	\$ 13,520	\$ 13,520
Base Lead Allowance more than 10	\$ 15,685	\$ 15,685	\$ 16,469	\$ 16,469	\$ 17,128	\$ 17,128	\$ 17,899	\$ 17,899	\$ 18,436	\$ 18,436
Flexible Roster Allowance	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,450.00	\$ 10,450.00	\$ 10,763.50	\$ 10,763.50
Telephone Allowance	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
ADDITIONAL ALLOWANCES										
Overtime Rate (10-hr and 14-hr shifts)	\$ 106.91	\$ 74.83	\$ 115.46	\$ 80.82	\$ 122.57	\$ 86.55	\$ 128.09	\$ 90.44	\$ 131.93	\$ 93.15
Overtime Rate (Work Practice 2 Employees)	\$ 125.29	\$ 87.71	\$ 135.32	\$ 94.72	\$ 143.65	\$ 101.43	\$ 150.12	\$ 106.00	\$ 154.62	\$ 109.18
Extra Shift Rate (Work Practices 1, 4)	\$ 1,069.06	\$ 748.34	\$ 1,154.59	\$ 808.21	\$ 1,225.70	\$ 865.47	\$ 1,280.86	\$ 904.42	\$ 1,319.28	\$ 931.55
Extra Shift Rate (Work Practice 2)	\$ 1,252.94	\$ 877.06	\$ 1,353.17	\$ 947.22	\$ 1,436.52	\$ 1,014.33	\$ 1,501.16	\$ 1,059.98	\$ 1,546.20	\$ 1,091.77
Extra Shift Rate (Work Practice 3)	\$ 534.53	\$ 374.17	\$ 577.29	\$ 404.11	\$ 612.85	\$ 432.73	\$ 640.43	\$ 452.21	\$ 659.64	\$ 465.77
Casual Shift Rate (10-hr and 14-hr shifts)	\$ 1,069.06	\$ 748.34	\$ 1,154.59	\$ 808.21	\$ 1,225.70	\$ 865.47	\$ 1,280.86	\$ 904.42	\$ 1,319.28	\$ 931.55
Casual Shift Rate (24-hr shifts)	\$ 1,252.94	\$ 877.06	\$ 1,353.17	\$ 947.22	\$ 1,436.52	\$ 1,014.33	\$ 1,501.16	\$ 1,059.98	\$ 1,546.20	\$ 1,091.77
Casual Trainer Checker Shift Rate Work Practice 1 (15% loading on casual shift rate)			\$ 1,327.77		\$ 1,409.56		\$ 1,472.99		\$ 1,517.18	
Casual Trainer Checker Shift Rate Work Practice 2 (15% loading on casual shift rate)			\$ 1,556.15		\$ 1,652.00		\$ 1,726.34		\$ 1,778.13	
24hr Standby Shift Allowance (WP 1,3,4)	\$ 235.00	\$ 164.50	\$ 235.00	\$ 164.50	\$ 235.00	\$ 164.50	\$ 235.00	\$ 164.50	\$ 235.00	\$ 164.50
Co-Pilot to Captain Top Up Rate	\$ -	\$ 140.00	\$ -	\$ 157.25	\$ -	\$ 163.54	\$ -	\$ 170.90	\$ -	\$ 176.03
Daily Travel Allowance - Breakfast	\$ 18.43	\$ 18.43	\$ 18.43	\$ 18.43	\$ 25.00	\$ 25.00	\$ 27.00	\$ 27.00	\$ 29.00	\$ 29.00
Daily Travel Allowance - Lunch	\$ 24.62	\$ 24.62	\$ 24.62	\$ 24.62	\$ 35.00	\$ 35.00	\$ 37.90	\$ 37.90	\$ 40.80	\$ 40.80
Daily Travel Allowance - Dinner	\$ 43.04	\$ 43.04	\$ 43.04	\$ 43.04	\$ 50.00	\$ 50.00	\$ 54.10	\$ 54.10	\$ 58.20	\$ 58.20
Daily Travel Allowance - Incidentals	\$ 24.62	\$ 24.62	\$ 24.62	\$ 24.62	\$ 23.00	\$ 23.00	\$ 25.00	\$ 25.00	\$ 27.00	\$ 27.00
Hard Lying (Camping) Allowance	\$ 68.50	\$ 68.50	\$ 68.50	\$ 68.50	\$ 124.03	\$ 124.03	The rate set out in the Air Pilot's Award 2020		The rate set out in the Air Pilot's Award 2020	
Missed Meal Allowance	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00	Increase as per CPI		Increase as per CPI	
Aviation Medical Reimbursement (Inc GST)	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 650.00	\$ 650.00	Increase as per CPI		Increase as per CPI	
Loss of Licence Reimbursement (Inc GST)	\$ 3,300.00	\$ 3,300.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	Increase as per CPI		Increase as per CPI	

*Rates under 1 July 2024 are effective from the date of commencement of this Agreement (including Daily Travel Allowances)

ALLOWANCES

1. **Base Lead Allowance**

- (a) The Base Lead Allowance will be paid to a Pilot appointed to a Base Lead role and completing extra duties associated with the effective and efficient management of an aeromedical base. This includes ensuring effective communication with all base staff and the management of the base facility.
- (b) The number of employees at a Base will determine the applicable allowance.
- (c) The Base Lead Allowance is to be paid pro-rated to a Pilot, in accordance with sub-paragraph (a) and (b), each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.
- (d) The annual rate of the Base Lead Allowance set out in the Salary and Allowance Schedule in this Appendix is to be adjusted by 4% on the date of commencement of this Agreement, 4.5% on 1 July 2025 and 3% on 1 July 2026.

2. **Check Pilot Allowance**

- (a) The Check Pilot Allowance will be paid to a Pilot who holds a 61.040 Approved Check Pilot or CASR 141/142 FIR qualification and is employed to undertake flight instructor duties.
- (b) The Check Pilot Allowance is to be paid pro-rated to a Pilot, in accordance with sub-paragraph (a), each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.
- (c) The annual rate of the Check Pilot Allowance set out in the Salary and Allowance Schedule in this Appendix is to be adjusted by 4.5% on 1 July 2025 and 3% on 1 July 2026.

3. **Command Shift Allowance**

- (a) The Command Shift Allowance will be paid to a Co-Pilot who works a shift as a Multi engine Captain.

4. **Daily Travel Allowance (DTA)**

- (a) DTA will be paid under the LifeFlight Travel Policy in accordance with this Agreement:
 - (i) at the rate set out in the Salary and Allowance Schedule in this Appendix; and
 - (ii) a Pilot is not required to provide receipts when claiming DTA allowance.
- (b) From 1 January 2027, a Pilot may elect to either:
 - (i) be reimbursed for actual expenses incurred up to a daily limit of \$166.32, upon the provision of itemised receipts; or
 - (ii) be paid the DTA in accordance with sub-paragraph (a).
- (c) A Pilot will be paid DTA for Duty in the course of their employment that requires one or more nights away from Home.
- (d) DTA will be paid:

- (i) from the time of departure from the Pilot's Primary Location until arrival back at their Primary Location; and
 - (ii) for operational contingencies that include a stop overnight such as fatigue breaks, aircraft breakdowns etc.
- (e) DTA will not be paid:
- (i) to a Pilot rostered for Duty at their Primary Location for any shift less than 24 hours in duration; or
 - (ii) to a Pilot when travelling between their Home and their Primary Location.

5. Flexible Roster Allowance

- (a) For this clause the words in column 'A' have the meaning set out opposite in column 'B':

A	B
Flexible Rostering Allowance	the flexible rostering allowance provided by this clause
Flexible Rostering Practice	the flexible rostering practice provided by this clause
FTE	full time equivalent
NAFR	not available for roster
New Pilot	a pilot who is employed by the Company after the date of the commencement of this Agreement
On Day	a day where a Pilot is rostered to perform Duty
Off Day	a day where a Pilot is not rostered to perform Duty
Roster Period	severably the periods under paragraph (g)

- (b) The Flexible Rostering Allowance is payable to Pilots who, by consent with the Company, opt into the Company's Flexible Rostering Practice.
- (c) The Flexible Rostering Allowance is to be paid pro-rated to a Pilot, in accordance with subparagraph (b), each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.
- (d) The Flexible Roster Allowance for a Part Time Pilot on a Flexible Rostering Practice will be calculated using the following formula:
- Flexible Roster Allowance x FTE proportion
- (e.g. 0.5 FTE would get 50% allowance)*
- (e) The Flexible Rostering Practice may be used to help establish flexible rostering arrangements that meet the Company's operational needs including:
- (i) leave cover;
 - (ii) roster cover to enable the scheduling of training, and
 - (iii) other requirements the company considers may be necessary.

- (f) The Flexible Rostering Practice is designed to be applied in conjunction with the Work Practice a respective Pilot's is employed under.
- (g) A respective Pilot on the Flexible Rostering Practice will be rostered each day for either an On Day or an Off Day subject to:
 - (i) FRMS duty limits being adhered to; and
 - (ii) the respective roster periods each year are:
 - A January to March;
 - B April to June;
 - C July to September; and
 - D October to December.
- (h) Rosters will be worked on an equal-time basis within each Roster Period so that in each Roster Period the number of On Days is to equal the number of Off Days.
- (i) The number of shifts that can be rostered within each Roster Period without consent between the parties and subject to sub-paragraph (g)(i) is:
 - (i) January to March - 45 On Days, 45 Off Days (Leap Year 46 Off Days);
 - (ii) April to June - 45 On Days, 46 Off Days;
 - (iii) July to September - 46 On Days, 46 Off Days; and
 - (iv) October to December - 46 On Days, 46 Off Days.

(Note: For any shift type that spans across two roster periods, the shift will be attributed to the ending roster period. Example: A night shift commencing on 30 June and finishing on 1 July would be considered to have occurred in the April to June roster period.)
- (j) A shift (if any) additional to paragraph (i) within a Roster Period will be paid as an Extra Shift.
- (k) The roster will be reconciled at the end of each Roster Period.
- (l) An On Day not used in a roster period is forfeited.
- (m) An On Day for a Pilot on a Flexible Rostering Practice may include any of the following shift types:
 - (i) Day shift;
 - (ii) Night shift;
 - (iii) Standby Shift;
 - (iv) training shift; and
 - (v) Scheduled Shift.
- (n) Rostering, for a Pilot working under the Flexible Rostering Practice, will occur as far in advance as is possible, but is subject to the following:
 - (i) inside 28 days a roster, including the shift type, can only be varied by consent of the Pilot;

- (ii) outside of 28 days, rosters may be varied by the Company without the need for the Pilot's consent; and
 - (iii) inside 28 days an On day can be changed to a night shift type, but only with the consent of the Pilot.
- (o) The Company will, wherever it is practicable to do so, communicate a proposed roster amendment made under sub-paragraph (n)(i) above to an affected Pilot, working under the Flexible Rostering Practice, prior to a change.
 - (p) A NAFR request may, subject to this clause, be utilised by a Pilot working under the Flexible Rostering Practice, and the Company by mutual consent.
 - (q) Up to four (4) NAFRs may, subject to this clause, be used by a Pilot under paragraph (p) in the 12-month period following the day that Pilot commences on the Flexible Rostering Practice (for this paragraph the **Anniversary Date**), and for each 12-month period following the Anniversary Date.
 - (r) A NAFR not utilised in the 12-month period under paragraph (q) expires and does not accrue from one 12-month period to another.
 - (s) NAFR's are not to be used by a Pilot working under the Flexible Rostering Practice, in lieu of annual leave.
 - (t) A NAFR must not be requested by a Pilot more than 90 days from the date of request.
 - (u) NAFR's must not exceed two (2) days in any 90-day period.
 - (v) In order to provide opportunities to Pilots working under a Flexible Rostering Practice to have guaranteed time off on specific days, requests for annual leave can be made in increments of two (2) days, where one day will be considered an Off Day and the other an On Day.
 - (w) Notwithstanding paragraph (v), the standard operational annual leave policy will apply for all other provisions.
 - (x) A Pilot who has been working under a Flexible Rostering Practice for a period of 12 months or more, who no longer wishes to participate in the Flexible Rostering Practice, must give a minimum of six (6) months' notice to the Company and the Pilot will cease to participate in the Flexible Rostering Practice following that period of notice, as soon as that request can be practicably accommodated in the roster by the Company.
 - (y) For the purposes of paragraph (x) the rostering of a Pilot under an equivalent condition to the Flexible Rostering Practice prior to the commencement of this Agreement, will be counted as time worked under the Flexible Rostering Practice.
 - (z) Despite paragraph (x) a New Pilot who commenced their employment on the Flexible Rostering Practice and who has been working under a Flexible Rostering Practice for a period of 18 months or more, who no longer wishes to participate in the Flexible Rostering Practice, must give a minimum of six (6) months' notice to the Company and the Pilot will cease to participate in the Flexible Rostering Practice following that period of notice, as soon as that request can be practicably accommodated in the roster by the Company
 - (aa) Despite paragraphs (x) and (z), if a request is made by a Pilot to be released from participating in the Flexible Rostering Practice the Company will take into account any special circumstances related to the Pilot making the request and may consent to the Pilot being released.

6. **Hard Lying Allowance (HLA)**

- (a) A Pilot will be paid the HLA in the instance where the Company is obligated to but is unable to provide the Pilot with appropriate accommodation in accordance with sub-clause 28.18.

7. **Media & Fundraising Allowance**

- (a) The Media & Fundraising Allowance is to be paid, subject to this Agreement, pro-rated to a Pilot each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.
- (b) The annual rate of the Media & Fundraising Allowance set out in the Salary and Allowance Schedule in this Appendix is to be adjusted by 4% on the date of commencement of this Agreement, 4.5% on 1 July 2025 and 3% on 1 July 2026.

8. **Missed Meal Allowance (MMA)**

- (a) A Pilot will be paid the MMA if a Pilot's unscheduled flying duties precludes the Pilot from having a meal either at home or at base during a meal period. If the cost of the meal exceeds the MMA rate, then the Pilot will be refunded the reasonable cost of the meal to a maximum of the relevant DTA meal rate, providing the Pilot provides the Company with a tax receipt and a satisfactory justification.
- (b) A Pilot is considered to have had an opportunity to have a meal if he or she has had a period of at least 30 consecutive minutes either at base or while on Standby away from base during the periods of:
- (i) 0700 - 0900
 - (ii) 1200 - 1400
 - (iii) 1800 - 2000
- (c) Unscheduled flying duties commence from the time of the incoming phone call until 30 minutes after engine shutdown after last landing. DTA and MMA are not permitted to be claimed simultaneously.
- (d) An MMA will not be paid for the 0700 - 0900 period unless, for the outgoing Pilot, there is a shift overrun with an engine off time later than 0830 or, for the incoming Pilot, the Pilot is called in for Duty prior to 0700.
- (e) An MMA will not be paid for the period between 1800 – 2000 unless:
- (i) for the outgoing Pilot, there is a shift overrun with an engine off time later than 1930;
or
 - (ii) for the incoming Pilot, the Pilot is called in for Duty prior to 1800.
- (f) The rate of the MMA set out in the Salary and Allowance Schedule in this Appendix is to be adjusted by CPI on 1 July 2025 and 2026.

9. **NVG Allowance**

- (a) A Pilot covered by this Agreement will be paid the NVG allowance in recognition of the unique skill sets required by NVG Pilots to conduct operations under NVG, until the NVG allowance is incorporated into each Pilot's base salary under sub-clause 21.8.

- (b) The NVG Allowance is to be paid pro-rated to a Pilot, in accordance with sub-paragraph (a), each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.

10. NVIS Check Pilot Allowance

- (a) The NVIS Check Pilot Allowance will be paid, subject to this Agreement, to a Pilot who holds a 61.040 Approved NVIS Check Pilot or CASR 141/142 NVIS FIR qualification and is employed to undertake flight instructor duties.
- (b) The NVIS Check Pilot Allowance is to be paid pro-rated to a Pilot, in accordance with sub-paragraph (a), each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.
- (c) The annual rate of the NVIS Check Pilot Allowance set out in the Salary and Allowance Schedule in this Appendix is to be adjusted by 4.5% on 1 July 2025 and 3% on 1 July 2026.

11. Overseas Allowance

- (a) A Pilot who is required to travel, and remain overnight, outside of Australia will be paid a daily allowance at the rate set by the ATO applicable to the travel region the Pilot has travelled to, until the pilot returns to Australia.

12. Standby Shift Allowance

- (a) A Pilot employed under Work Practice 1, 3 or 4 who performs a 24-hour Standby Shift will be paid standby shift allowance on every occasion the standby shift Duty period is performed.

13. Telephone Allowance

- (a) Each Pilot will be paid a fortnightly telephone allowance, to facilitate their availability to be contacted for business operations on their personal telephone.
- (b) The Telephone Allowance is to be paid pro-rated to a Pilot, in accordance with sub-paragraph (a), each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.

14. Training Days Allowance

- (a) The Training Days Allowance is to be paid pro-rated to a Pilot, in accordance with clause 45, each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.
- (b) All Pilots covered by this Agreement will be paid the Training Days Allowance.
- (c) The Training Days Allowance in Appendix 2 is payable to all Pilots to attend two (2) training days per year in addition to rostered operational duties/shifts and Work Practice On days.
- (d) The two (2) training days under become available on the first day of the Pilot's employment and then on each anniversary of a Pilot's employment by the Company.
- (e) The two (2) training days under paragraph (a) do not accrue from year to year.

15. Work Practice 1 Loading

- (a) The Work Practice 1 Loading is payable to Pilots who, by consent with the Company, opt into the Company's Work Practice 1 Loading Scheme each year after 1 July 2026.

- (b) The Work Practice 1 Loading is to be paid pro-rated to a Pilot, in accordance with sub-paragraph (a), each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.

16. Work Practice 2 Loading

- (a) A Pilot who works under Work Practice 2 will be paid a loading equal to 17.2% of the Pilot's base salary.
- (b) The Work Practice 2 Loading is to be paid pro-rated to a Pilot on Work Practice 2, in accordance with sub-paragraph (a), each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.
- (c) The Work Practice 2 Loading, subject to clause 28, includes payment in lieu of:
 - (i) Media & Fundraising Allowance;
 - (ii) Duty Travel Time; and
 - (iii) Standby Shift Allowance.

17. Work Practice 3 Allowance

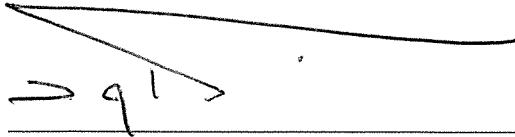
- (a) The Work Practice 3 Allowance will be paid to a Pilot employed on Work Practice 1 or 4 who agrees to temporarily work under Work Practice 3.
- (b) The Work Practice 3 Allowance will be paid for each shift that the Pilot works under Work Practice 3.
- (c) The Work Practice 3 Allowance is 50% of the applicable Extra Shift rate.

18. Work Practice 5 Loading

- (a) The Work Practice 5 Loading is to be paid pro-rated to a Pilot on Work Practice 5 each fortnight at the annual rate set out in the Salary and Allowance Schedule in this Appendix.
- (b) The Work Practice 5 Loading, subject to clause 28, includes payment in lieu of:
 - (i) Media & Fundraising Allowance;
 - (ii) Duty Travel Time;
 - (iii) Standby Shift Allowance; and
 - (iv) Flexible Rostering Allowance

LifeFlight Australia Limited

I am authorised to sign this Agreement for LifeFlight Australia Limited, the Employer covered by this Agreement.



for LifeFlight Australia Limited

T. J. KEMPNIKH

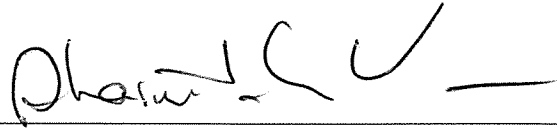
Print Name

13/11/24

Date

32 Edward St, Brisbane

Address



Witness Signature

SHARNITA CRANE-JERKEVAN

Print Name

13/11/24

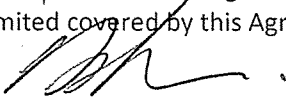
Date

 32 Edward St, Brisbane

Address

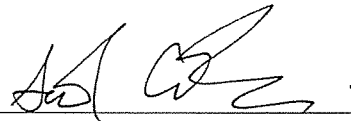
Employee Representative

I am authorised to sign this Agreement for and on behalf of the employees of LifeFlight Australia Limited covered by this Agreement.



BARGAINING REPRESENTATIVE

for and on behalf of the employees of LifeFlight Australia Limited covered by this Agreement



Witness Signature

DAVID STEPHENS

Print Name

13/11/24

Date

132-36 Albert Rd

Address

SOUTH MELBOURNE 3205

SARAH CRUICKSHANK

Print Name

13-11-24

Date

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