



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**LifeFlight Australia Limited T/A LifeFlight**  
(AG2017/4954)

## **LIFEFLIGHT AUSTRALIA LIMITED AND ROTARY WING AIRCREW OFFICER CERTIFIED AGREEMENT**

Airline operations

COMMISSIONER LEE

MELBOURNE, 7 DECEMBER 2017

*Application for approval of the LifeFlight Australia Limited and Rotary Wing Aircrew Officer Certified Agreement.*

[1] An application has been made for approval of an enterprise agreement known as the *LifeFlight Australia Limited and Rotary Wing Aircrew Officer Certified Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by LifeFlight Australia Limited T/A LifeFlight . The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The United Voice Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

**[6]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 December 2017. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Annexure A



17 November 2017

FWC Matter No.:

Re: AG2017/4954 - Application for approval of the LifeFlight Australia Limited and Rotary Wing Aircrew Officer Certified Agreement

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Traci Hayman, Executive Manager- Human Resources for LifeFlight Australia Limited give the following undertakings with respect to the LifeFlight Australia Limited and Rotary Wing Aircrew Officer Certified Agreement ("the Agreement"):

1. I have the authority given to me by LifeFlight Australia Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Cashing out of leave**  
LifeFlight Australia Limited provides an undertaking that when an employee applies to cash out leave, it will be paid in accordance with s.93(c) of the Act which requires employees to be paid at least the full amount that would have been payable to the employee had the employee taken the leave the employee has forgone.
3. **Casual rates of pay**  
LifeFlight Australia Limited provides an undertaking that casual employees will be paid as per clause 4.2.2 Extra Shifts and Overtime Rates.
4. **Time off in lieu of overtime (TOIL)**  
  
LifeFlight Australia Limited provides an undertaking that when TOIL is taken it will be taken in accordance with clause 24.4 of the Aircraft Cabin Crew Award 2010 (the Award). In particular, any accrued but untaken TOIL will be paid out on termination of employment.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

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

Signature

20 November 2017

**LIFEFLIGHT AUSTRALIA LIMITED**

**- and -**

**ROTARY WING AIRCREW OFFICER CERTIFIED AGREEMENT**

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

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## Part 1 - Application and operation of the Agreement

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### 1.1 Agreement title

1.1.1 This certified agreement will be known as the LifeFlight Australia Limited and Rotary Wing Aircrew Officer Certified Agreement.

### 1.2 Definitions

1.2.1 Definitions will be contained in Schedule 1.

### 1.3 Commencement and duration of Agreement

1.3.1 This Agreement will come into effect 7 Days after approval by the FWC and will expire 30 June 2020.

1.3.2 This Agreement will continue to operate beyond its nominal expiry date until it is varied, replaced or terminated by another agreement.

1.3.3 The Base Salary, NVG Allowance, and Community Service and Meeting & Training Allowance contained in this Agreement will be back paid to the 18 December 2015 (less any amounts already paid in respect of these items) for any Employees who are employed by the Company as at the date this Agreement comes into effect pursuant to clause 4.1.1.

### 1.4 Renegotiation of Agreement

1.4.1 Renegotiation of this Agreement will commence no later than six months prior to the nominal expiry date.

### 1.5 Parties bound and coverage of the Agreement

1.5.1 The Parties to this Agreement are:

- (a) All Aircrew Officers (excluding Chief Crewman and LifeFlight Training Academy ACO) employed by the Company who are engaged in rotary wing operations within the classification structure contained in this Agreement;
- (b) LifeFlight Australia Limited; and
- (c) United Voice (the Union).

1.5.2 This Agreement will have application to all rotary wing operations undertaken by the Company.

1.5.3 Where conditions are not covered by this Agreement, the conditions as set out in the NES will apply.

### 1.6 Availability of Agreement

1.6.1 A current copy of this Agreement will be posted on the Company intranet site, access to which is available at each base.

**1.7 No extra claims**

**1.7.1** This is a comprehensive agreement in settlement of all enterprise bargaining claims by the Parties and, as such, the Parties agree that it is a term of this Agreement that the Parties will not pursue any further claims relating to the relationship of the Company and the Employees, whether dealt with in this Agreement or not, until the nominal expiry date of this Agreement.

**1.8 Relationship to parent award, other agreements and the NES**

**1.8.1** This Agreement wholly replaces and operates to the exclusion of the Aircraft Cabin Crew Award 2010 (MA000047), CareFlight (QLD) Limited (Sunshine Coast & Bundaberg) Rotary Wing Aircrew Officer Enterprise Agreement 2013 – 2015 and CareFlight (QLD) Limited Rotary Wing Aircrew Officer Certified Agreement 2013 – 2015 or other industrial instrument(s).



## Part 2 – Consultation and dispute resolution

### 2.1 Aircrew Officer Representatives

2.1.1 It is agreed that the Company will support 2 Aircrew Officer Representatives, financially and with respect to roster planning in order to attend representative and EBA meetings with the Company.

2.1.2 It is accepted that more representatives may be present at meetings based on their own time and means.

### 2.2 Consultation term

2.2.1 This term applies if:

- (a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure and technology in relation to its enterprise; and
- (b) proposes to introduce a change to the roster or Work Practices of work for Employees.

2.2.2 The Company must notify the Relevant Employees of the decision to introduce the major change.

2.2.3 The Company will provide the Relevant Employees in writing;

- (a) all relevant information about the change including the nature of the change proposed;
- (b) information about the expected effects of the change on the Employees; and
- (c) any other matters likely to affect the Employees.

2.2.4 The Relevant Employees may appoint a representative for the purposes of the procedures in this term. If:

- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Company of the identity of the representative;
- (c) the Company must recognise the representative.

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

- (a) discuss with the Relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees.
- (b) for the purposes of the discussion – provide, in writing, to the Relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.

**2.2.6** However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

**2.2.7** The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

**2.2.8** In this term, a major change is *likely to have a significant effect on Employees* if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

**2.2.9** In this term, Relevant Employees means the Employees who may be affected by the major change.

### **2.3 Individual grievances or workplace disputes**

**2.3.1** If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES; or
- (c) any matter likely to create a dispute between an Employee and the Company;

this term sets out procedures to settle the dispute.

**2.3.2** An Employee who is a Party to the dispute may appoint a representative for the purposes of the procedures in this term.

**2.3.3** In the first instance, the Parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

**2.3.4** If discussions at the workplace level do not resolve the dispute, a Party to the dispute

may refer the matter to FWC.

**2.3.5** Fair Work Commission may deal with the dispute in two stages:

- (a) 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 FWC is unable to resolve the dispute at the first stage, FWC may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the Parties.

*Note:* If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

**2.3.6** While the Parties are trying to resolve the dispute using the procedures in this term:

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

**2.3.7** The Parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

## Part 3 – Employment

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### **3.1 Types of employment**

**3.1.1** Employment is differentiated in the following types:

- (a) permanent full time; or
- (b) permanent part time; or
- (c) casual.

**3.1.2** At the time of engagement the Company will inform each Employee in writing of the terms of his or her engagement and in particular whether the Employee is to be full-time, part-time, or casual.

### **3.2 Permanent Full Time Employee**

**3.2.1** A Permanent Full Time Employee is an Employee who is engaged on an ongoing basis to perform Duty up to the maximum Duty time permitted under the CAOs, the Fatigue Risk Management System or the Work Practices in Schedule 2.

### **3.3 Permanent Part Time Employee**

**3.3.1** A Permanent Part Time Employee is an Employee who is engaged on an ongoing basis to perform Duty for less than the maximum Duty time permitted under the Fatigue Risk Management System or the Work Practices in Schedule 2 and who has reasonably predictable hours of work.

**3.3.2** At the time of engagement the Company and the Permanent Part Time Employee will agree in writing on a pattern of work, including which Days of the week the Employee will work. Any agreed variation to the regular pattern of work will be recorded in writing.

**3.3.3** A Permanent Part Time Employee will receive, on a pro rata basis according to time worked, equivalent pay and conditions to those of Permanent Full Time Employees who do the same kind of work, except that the provisions of clause 4.4.1 shall not apply to a Permanent Part Time Employee.

### **3.4 Casual Employee**

**3.4.1** A casual Employee is an Employee who is engaged on an irregular or as required basis for a period specified by the Company and will be paid for a minimum of four hours.

**3.4.2** A casual Employee shall receive remuneration in accordance with casual pay rates at Schedule 3.

**3.4.3** A casual Employee will be paid by the hour for the first eight hours, should the Shift run over the eight hour period, a full Shift rate will apply.

**3.4.4** Employment for an Employee who is a Casual Aircrew Officer may be terminated by a minimum of one Day's notice, given at any time, from either the Company or the casual Employee.

### **3.5 Probationary period**

- 3.5.1** All new Employees will be employed on a probationary period of not greater than three months. The probationary period will be stated in writing at the commencement of employment.
- 3.5.2** The notice period under sub clause 3.6.1 will apply during the probationary period unless the reason for termination is that the Employee does not meet the inherent requirements of the job (including but not limited to circumstances in which the Employee does not pass the required medical examination, Dangerous Goods examination, DAMP Test, Competency Evaluations during training, Flight Test or Proficiency Check), in which case the notice period is two weeks.

### **3.6 Termination of employment**

- 3.6.1** The service of an Employee will be terminable by either the Company or the Employee, by giving 28 Days' notice.
- 3.6.2** The notice period referred to above may be:
- (a) Paid for in lieu by the Company;
  - (b) Forfeited or reduced by agreement between the employee and the Company; or
  - (c) Deducted from any monies owing until the end of the notice period, in the event that the employee terminates employment without providing the required notice.
- 3.6.3** An Employee who is at least 45 years of age at the time of giving notice and has at least 2 years of continuous service will be entitled to an additional week's notice.
- 3.6.4** In calculating any payment for a period in lieu of notice, the gross annual Base Salary an Employee would have received in respect of the ordinary work practice they would have worked during the period of notice had their employment not been terminated will be used.
- 3.6.5** An Employee upon termination from the Company shall be qualified at least to the minimum standard required by the Company to complete the job he or she held in the Company immediately prior to his or her termination.
- 3.6.6** The Company is entitled to terminate the employment of an Employee without notice in the case of dismissal for conduct that justifies instant dismissal, including negligence and/or serious misconduct.

### **3.7 Stand down**

- 3.7.1** The Company may stand down an Employee in the following circumstances:
- (a) industrial action, other than industrial action organised or engaged in by the Employer;
  - (b) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;
  - (c) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.

- 3.7.2** Where an Employee is stood down in the circumstances in clause 3.7.1 they will not be paid during the period of the stand down. Employees may utilise annual leave entitlements where available.
- 3.7.3** The Company shall explore all reasonable options for alternative duties to avoid standing down the Aircrew Officer and if the employer proposes to exercise the right conferred by these provisions, the employer will notify the Aircrew Officer. During the period such notification remains in force, the Aircrew Officer will be deemed to be stood down for the purpose of these provisions; and
- 3.7.4** Any Aircrew Officer 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.
- 3.8 Redundancy**
- 3.8.1** Redundancy will be provided in accordance with the NES.



## Part 4 – Rates of pay and related matters

### 4.1 Classification of Employees

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

Category	Description
Aircrew Officer - ACO	A person who is appointed to a position and performs the Duty as an Aircrew Officer of an aircraft.

### 4.2 Salaries

4.2.1 Salary structure and adjustments:

- (a) Base Salary, Category adjustments and additions to Base Salary for Employment Category, are outlined out in Schedule 3.
- (b) Employees acknowledge that their salaries take into consideration additional allowance for annual leave loading.
- (c) Base salaries, DTA Meals & Incidentals (domestic only), Extra Shift, Casual Shift and Overtime Rates will be adjusted by 3% on;
  - (i) 1 July 2017;
  - (ii) 1 July 2018;
  - (iii) 1 July 2019.

4.2.2 Extra Shift and Overtime Rates:

- (a) An Aircrew Officer who is called in to do additional hours or an extra Shift will be paid as per the below table:

Hours Worked	Rate of Overtime Paid
Less than 4 hours worked	4 hours at the overtime hourly rate
Between 4 and 8 hours	Overtime hourly rate
More than 8 hours	Extra Shift Rate

- (b) Parties acknowledge that a Duty ends 30 minutes after last landing.
- (c) Claims for overtime will not be payable unless at least 30 minutes of overtime has been completed. If eligible for payment, overtime will be paid for each hour of overtime or part thereof in one-tenth increments.

- (d) Parties acknowledge that when an ACO is called in to do an extra night Shift, the Company does not require the ACO to be on daytime standby for RCO duties where they would otherwise be applicable.
- (e) TOIL may be accrued and provided where mutually agreed between the Company and the Employee and must be approved prior to the Duty period.

**4.2.3 Payment of Employees:**

- (a) All Employees will be paid fortnightly via electronic funds transfer. Pay slips will be provided to each Employee fortnightly via email.
- (b) An employee may apply to salary sacrifice part of his or her salary under this Agreement through the Company's Salary Packaging provider. The employee or the Company may cancel salary sacrifice arrangements by providing 21 Days written notice to the other Party.
- (c) If there is a change to the Company's status as a Public Benevolent Institution or taxation laws in relation to Fringe Benefits Tax that affects a salary sacrifice arrangement, the consultation arrangements of this Agreement apply.

**4.3 Allowances**

**4.3.1 Daily Travel Allowance:**

- (a) Parties recognise the following exemptions from entitlements to DTA:
  - (i) travel between place of residence and nominated Home Base;
  - (ii) meals and incidentals for rostered on Duty times at Home Base.
- (b) DTA or part thereof entitlements in accordance with Schedule 3, will be payable in the following circumstances:
  - (i) after landing for any Stop Overnight; or
  - (ii) in the event of an Aircraft Breakdown.
- (c) when on Duty Away, including when Fixed Base Employees are employed away from the nominated Home Base, they are entitled to DTA (e.g. temporary deployment on ADF HEMS contract).
- (d) when an Employee is required in the course of employment to stay overnight away from their Home Base, the Employee will be provided Appropriate Accommodation and is entitled to claim DTA as specified in Schedule 3.
- (e) if an Employee is not provided with Appropriate Accommodation and is therefore required to arrange their own accommodation then and in that event the Employee shall be entitled to be reimbursed for the cost of that accommodation upon production of receipts.
- (f) subject to 4.3(b), an Employee is not required to provide receipts when claiming DTA entitlements.



**4.3.2 Hard Lying (Camping) Allowance:**

- (a) will be payable to an employee who is required to be accommodated in a temporary location such as ADF camps, other field camps or does not meet the standard of accommodation contained in clause 4.3.5(c).

**4.3.3 Missed Meal Allowance:**

- (a) if an Employee's flying duties precludes the Employee from having a meal either at home or at base during a meal period, then the Employer shall pay the Employee a missed meal allowance in accordance with DTA in Schedule 3.
- (b) if an Employee's flying duties preclude the Employee from having a meal either at home or base during a meal period and if the Employee, while on flying Duty Away from base or home, subsequently consumes a meal, the cost of which is greater than the missed meal allowance specified at DTA in schedule 3, then the Employee shall be refunded the reasonable cost of the meal to a maximum of the relevant DTA meal rate, providing that the Aircrew Officer provide the Company with a tax receipt and a satisfactory justification.
- (c) an Employee 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 to 0900;
  - (ii) 1200 to 1400; and
  - (iii) 1800 to 2000.
- (d) missed meal allowance does not apply to the 0700 to 0900 period unless, for the outgoing Air Crew Officer, there is a Shift over-run with an engine off time later than 0830 or, for the incoming Air Crew Officer, the Air Crew Officer is called in to Duty from home prior to 0700.

**4.3.4 Provision of transport and travel:**

- (a) an Employee will be provided with transport for all Duty Travel at no expense to the Employee. Duty Travel includes:
  - (i) any travel in the course of their employment required by the Company; or
  - (ii) any travel required by CASA, subject to the Company's prior approval, for the purposes of any training or certification; or
  - (iii) any travel required to return to Home Base, accommodation or place of residence after an aircraft break down, subject to the Company's direction; or
  - (iv) any travel between a point of landing and any accommodation as required during a Stop Overnight.
- (b) where an Employee has been requested by the Company to use their own car in the performance of their duties, the Employee will be paid at the rate of \$0.77 per kilometre. The maximum amount of kilometres is unlimited.
- (c) if the Company provides a rental car for Duty Travel the pickup point must generally be

at or within 20 kilometres of the Employee's Home Base. However, if there is no additional cost to the Company, the Employee has the option of utilising a pickup point which is more proximate to the Employee's start point of travel (e.g. place of employee's residence).

- (d) an employee may request and the Company may approve for the employee to travel by his or her own car in which case the employee will be entitled to an allowance of \$0.47 per kilometre. The maximum amount of kilometres is capped at 200km (The capped amount is per trip to destination and return, irrespective whether or not the trip required an overnight stay or is one Day in duration).
- (e) if the use of their own vehicle or a rental vehicle is approved, the Company will also reimburse any toll charges upon the substantiation of receipts. Fuel for a rental vehicle will also be reimbursed upon the substantiation of receipts.
- (f) any time spent during Duty Travel will be nominated as Duty time.

#### **4.3.5 Accommodation:**

- (a) when an employee is required in the course of employment to stay overnight away from the employee's Home Base, the employee will be provided with accommodation booked through C3 – Previously known as CareFlight Coordination Centre
- (b) base accommodation will be provided for Employee's who are required to work Shifts encompassing hours of darkness. The Parties acknowledge that the standard of accommodation provided by the Company for the Employees at each Home Base as at the commencement of this Agreement is in each instance appropriate accommodation.
- (c) if the Company is obligated to provide accommodation to an Employee at a place other than a Home Base, shared style accommodation with individual bedrooms, and shared bathroom, living and kitchen facilities will be provided.

#### **4.3.6 Overseas Allowance:**

- (a) Employees who are required to travel to and remain overnight outside of Australia will be entitled to the ATO rate applicable to the travel region for the period he/she is outside of Australia.

#### **4.3.7 Telephone Allowance:**

- (a) to facilitate that Employees are contactable for business operations, the Company will pay an annual telephone allowance of \$600. This will be a fortnightly payroll allowance.

#### **4.3.8 Aviation Medical Reimbursements:**

- (a) up to \$550 (inclusive of GST), each second year (with the exception of age related annual tests), for the renewal of a Class 2 Aviation Medical Certificate will be reimbursed by the Company to an Employee upon provision of tax invoices. Only those tests or examinations, detailed in the 'Designated Aviation Medical Examiner's Handbook, applicable to the employee's age shall be reimbursed. To remove doubt, any additional checks or follow up examinations, or any requisite equipment (for example Glasses or hearing aids) necessary to gain or maintain the Class 2 Medical shall be paid for by the employee."

**4.3.9 ASIC Reimbursements:**

- (a) the Company will pay for and provide the Employee with an ASIC, which will remain the property of the Company.
- (b) where the Company is unable to provide the Employee with an ASIC, the Company will reimburse the Employee upon receipt or directly pay the provider of the ASIC the full amount of the ASIC. The ASIC will remain the property of the Company.

**4.3.10 Uniform Provisions:**

- (a) the Company will provide Employees with the uniforms of suitable fire retardant quality. Uniforms must be worn at all times whilst rostered on Duty and will remain property of the Company. The initial issue and supplemental/replacement issue of the uniforms will be in accordance with the table in Schedule 3, or on condition as required.
- (b) Employees will maintain their uniforms and be responsible for the care and upkeep of uniforms so they remain neat and tidy at all times.
- (c) any alterations to uniforms will need prior approval from the Employee's manager.
- (d) approved alteration costs incurred for small repairs will be reimbursed.
- (e) where a uniform has become subject to wear and tear and is no longer serviceable the item will be replaced.
- (f) the Company will reimburse up to \$200.00 inclusive of GST for approved boots every two years on substantiation by receipts.
- (g) the Company will provide Employees with a helmet for usage whilst undertaking duties under this Agreement and cover all reasonable costs of helmet maintenance. The helmets provided will remain property of the Company at all times.
- (h) Employees may elect to use their own helmets. Where this occurs the Company will meet reasonable servicing costs after seeking prior approval from the Employee's manager.
- (i) upon termination of employment with the Company, the Employee will return all issued uniform items, including but not limited to clothing and PPE to their manager.

**4.4 Insurance provisions**

**4.4.1 Income Protection:**

- (a) The Company will provide individual income protection insurance to Permanent Full Time Employees. In this respect, subject to the Permanent Full Time Employee's discretion and choice, the Company will reimburse the Employee up to \$3000.00 per annum (inclusive of GST), substantiated by receipts, to enable the Employee to secure individual income protection insurance. This must not be a group policy nor should it include TPD as a claimable reimbursement. LifeFlight must not be mentioned on the policy in any capacity.

#### 4.4.2 Workers Compensation & Accident Make Up Pay:

- (a) in addition to any statutory entitlement to periodic workers compensation payments, the Employee will be paid make-up pay on the following basis:
  - (i) 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 Employee would have received had the Employee been at work for the period;
  - (ii) the amount in clause 4.4.2(a)(i) hereof will not apply for the first five or aggregate of five working Days of incapacity nor will it apply during any paid leave period;
  - (iii) make-up pay, where no ascertainable amount is available, will be based on the average for the previous three months or lesser period of time which any Employee has been employed;
  - (iv) 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;
  - (v) make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Employee and the Company.
- (b) nothing in this clause will affect the right of the Company to terminate an Employee's employment in accordance with this clause. No Employee will be terminated as a result of their having received make-up pay or as a means of avoiding make-up pay obligations.
- (c) in the event that an Employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the Company to pay make-up pay will cease from the date of such redemption.
- (d) where the Employee recovers damages from the Company or from a third party in respect of a compensable injury independent of statutory entitlements, the Employee will be liable to repay to the Company the amount of make-up pay which the Employee has received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.
- (e) any period spent on workers compensation will accrue for the purposes of accumulation of annual leave, personal/carer's leave and long service leave entitlements.

#### 4.4.3 Accident and Death Insurance

- (a) Employees will be covered by personal accidental death and permanent disablement insurance policy obtained by the Company and payable to his or her estate to a value of \$550,000 when engaged in work related activity for the Company. This policy also provides benefits to Employees for temporary total disablement and temporary partial disablement subject to a seven Day waiting period and with a maximum payment period of 104 weeks. The premiums for this insurance will be paid by the Company and the conditions applying will be in accordance with the policy. The beneficiary of this policy will be nominated as required from time to time by the Employee. A copy of the Employee's insurance policy certificate in respect of this insurance cover will be provided annually on request.

## **4.5 Superannuation**

### **4.5.1 Superannuation Legislation:**

- (a) the subject of the rights and obligations of the Company and the Employees in relation to superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), and the *Superannuation (Resolution of Complaints) Act 1993* (Cth). Pursuant to superannuation legislation, the Employees have the right to choose their own superannuation fund. If an Employee does not choose a superannuation fund, the superannuation fund nominated in this Agreement applies.
- (b) the rights and obligations in these clauses supplement those in the superannuation legislation.

### **4.5.2 Effect of Salary Sacrificing:**

- (a) if an Employee chooses to engage in a salary sacrifice agreement, superannuation shall be calculated and paid on the Ordinary Time Earnings (OTE) as defined in the Superannuation Guarantee Legislation.

### **4.5.3 Selection of Fund:**

- (a) the fund for the purposes of this clause will mean the CareSuper Superannuation Fund.
- (b) the Company will make superannuation contributions to a complying superannuation fund nominated by an Aircrew Officer. If an employee doesn't nominate a superannuation fund, the superannuation contributions will be made to the default fund nominated by the Company (being a fund that offers a MySuper product).



## Part 5 – Hours of work and related matters

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### 5.1 Work Practices

5.1.1 Work Practices are those agreed and set out at Schedule 2.

5.1.2 Any new or amended work practices sought by the Company shall only be adopted after consultation and agreement with the Aircrew Officer Representatives.

### 5.2 Duty time and flight time

5.2.1 Duty time and flight time will be carried out in accordance with:

- (a) the provisions of the Company's CASA-approved Fatigue Risk Management System FRMS;
- (b) the Work Practices; and
- (c) in accordance with clause 5.3 of this Agreement.

### 5.3 Rosters

5.3.1 Rosters will be compiled in accordance with the FRMS and the Work Practices and are published via Air Maestro. Rosters are published for periods as far out as practicable. Rosters must be published for at least 12 weeks in advance. All Parties agree that any change within 4 weeks of the current date can only be made by mutual consent between the Company and the Employee.

5.3.2 To ensure a roster can be published for at least 12 weeks in advance all leave applications must be submitted at least 16 weeks in advance. All Parties agree that leave requests with less than 16 weeks' notice can be made. These requests may be approved by mutual agreement between the Employee and the Company.

5.3.3 Rosters will annotate Duty periods (i.e. day Shift or night Shift), additional Shifts, leave, standby time, and Days off.

## Part 6 – Leave and related matters

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### 6.1 Annual leave

6.1.1 An annual leave policy will be developed and agreed by the Company and the Aircrew Officer Representatives. Any changes to this policy will be agreed by the Company and Aircrew Officer Representatives.

#### 6.1.2 Period of Annual Leave:

- (a) Aircrew Officer will accrue 42 Days annual leave (Inclusive of Saturdays, Sundays and Public Holidays) for each completed year of service.
- (b) The minimum amount of leave an Employee will take, will cover a complete Shift cycle including the relevant rest Days i.e: Work Practice 1 - 4 on 4 off = eight annual leave Days.
- (c) During a 'Jink' on the Work Practice 1 roster, leave will be deducted at equal time on/off, meaning that for every rostered Shift the same number of non-working Shifts will be deducted;
- (d) Annual leave for less than a complete Shift cycle (Work Practice 1 only) may be taken of up to two single Days per year, and will be deducted as follows:
  - (i) Work Practice 1 – 4 on 4 off Cycle = one annual leave Day per working Day. (up to a maximum of two single Days per 12 month period);
  - (ii) additionally an ACO may elect to assign the 2 single Days per 12 month period in (a) above, to one 'Jink' period of 4 Days off and 2 Days on and 4 Days off.

#### 6.1.3 Cashing out Leave:

- (a) The Company may agree to cash out leave as per below:
  - (i) the Employee must apply in writing to the HR department stating a valid reason for the application to cash out leave;
  - (i) the Employee can only cash out Annual Leave once in any 12 month period;
  - (ii) at the time that the cash out occurs the Employee must have taken a minimum six weeks leave in a 12 month period.
  - (iii) following cash out the Employee's remaining accrued entitlement to paid Annual Leave must be at least six weeks.
  - (iv) cashing out of leave will be assessed by the Company on a case by case scenario.

#### 6.1.4 Illness During a Period of Annual Leave:

- (a) where an Employee becomes seriously ill during annual leave for a period of not less than seven consecutive Days, the duration of such illness will be counted as

personal/carer's leave to the extent that the Employee has credited personal/carer's leave. The Employee is to advise the Company as soon as practicable after the commencement of the illness and produce proof of illness to the Company within seven Days of return to Duty.

**6.1.5 Recall from Leave:**

- (a) the Company may recall an Employee from annual leave in circumstances where there is a 'Declared State of Emergency', and/or where the Company is obligated to respond as a function of the Queensland Disaster Management Arrangement. Outside of this, any recall from annual leave will be by mutual agreement.
- (b) any expenses or fees incurred in a recall shall be recoverable by the Employee from the Company, with the substantiation of original receipts.

**6.1.6 Leave Roster and Leave Requests:**

- (a) the Company will compile a rolling leave roster that meets operational needs, results in Employees taking at least their annual leave entitlements in each year and that accommodates the individual requests as far as practicable. The roster will be compiled on a base, regional or contract basis but will be coordinated across the Company to ensure sufficient Aircrew Officer availability for leave relief.
- (b) to ensure a roster can be published for at least 12 weeks in advance all leave applications must be submitted at least 16 weeks in advance. Leave submitted 16 weeks in advance will be approved such that one person is on leave at each base. (More than one person at each base may be approved leave where operationally possible). All Parties agree that leave requests with less than 16 weeks' notice can be made. These requests may be approved by mutual agreement between the Employee and the Company.

**6.1.7 Granting and Deferring of Leave:**

- (a) leave requests will be accepted or rejected within one month of submitting an application, but not less than three months prior to the proposed commencement date of leave, whichever allows for the greater notice period. Confirmed rostered leave may only be changed by mutual agreement between the Employee and the Company.
- (b) an Employee with un-rostered accrued leave in excess of two years may be directed to take some or all of that excess accrued leave with 30 Days' notice of the commencement of the leave. This clause does not apply where leave has been sought by the Employee, in accordance with 6.1.6 (b) and rejected by the Company.

**6.2 Personal leave**

**6.2.1** Personal/carer's leave and compassionate leave conditions are in accordance with the NES.

**6.2.2** All fulltime Employees will accrue 10 Days per year. An entitlement to paid personal/carer's leave accrues progressively during a year of service according to the number of ordinary hours worked.



- 6.2.3** An Employee 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, because of a personal illness, injury or unexpected emergency affecting the member.
- 6.2.4** A member of the Employee's immediate family means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner.
- 6.2.5** All Employees are entitled to two Days of compassionate leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury per event. Compassionate leave may also be taken after the death of a member of the Employee's immediate family or household.
- 6.2.6** An Employee may take compassionate leave for each occasion as;
- (a) a single continuous two Day period; or
  - (b) two separate periods of one Day each; or
  - (c) any separate periods to which the Employee and Company agree.
- 6.2.7** For all periods of personal/carer's leave or compassionate leave, the Employee must contact C3 by telephone as soon as practicable and must advise of the period, or expected period, of leave. The Company is entitled to request evidence that would substantiate the reason for leave.
- 6.2.8** A medical certificate is required for two or more consecutive personal leave Days. Failure to provide notice or a medical certificate where an absence from the workplace occurs means the Employee is not entitled to claim the leave.
- 6.2.9** In addition to the minimum as set by the NES, the Company may provide additional compassionate leave on mutual agreement.
- 6.3 Additional personal leave for URTI**
- 6.3.1** In addition to the entitlements in the NES, Employees will be granted up to six Days paid leave per year for a disability associated with URTI.
- 6.3.2** The paid leave in this clause is not cumulative.
- 6.3.3** An Employee will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties only or whether the URTI prevents them from performing any work.
- 6.3.4** If the URTI prevents flying duties only, the Employee will report for work and will perform ground based duties only, as approved by C3.
- 6.3.5** If the URTI prevents any work, a medical certificate specifying the nature of the URTI is required. Failure to either provide notice or a medical certificate where required means the Employee is not entitled to the leave.

- 6.3.6** Where an Employee reports for work and performs ground duties only, will not be affected.
- 6.4 Long service leave**
  - 6.4.1** Employees covered by the Agreement will be entitled to Long Service leave in accordance with the relevant Commonwealth, State or Territory legislation, as amended from time to time.
- 6.5 Community service leave**
  - 6.5.1** Community Service Leave (including Jury Service Leave) is in accordance with the NES.
- 6.6 Parental leave and related entitlements**
  - 6.6.1** Parental Leave and related entitlements are in accordance with the NES.
- 6.7 Leave without Pay**
  - 6.7.1** Leave without pay may be granted for up to 12 months with Company approval.

## Part 7 – Other provisions

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### 7.1 Transfers

- 7.1.1 If an Employee transfers at the request of the Company, the Company may pay reasonable relocation costs.

### 7.2 Training

- 7.2.1 The Company will use its best endeavours to roster all training on an Aircrew Officer's rostered work Day. However, with four weeks' notice (unless a lesser period is agreed between the Company and Employees), in any calendar year, an Aircrew Officer may be required to attend up to two additional training Days and one Company scheduled group meeting Day (or part there of Days). Payment for these additional Days is included in the Meeting & Training Allowance as outlined in Schedule 3.
- 7.2.2 Where the Company requires Employees to attend training, all such training shall be on an Employee's rostered work Day where operationally possible. Where the Company requires Employees to attend scheduled group meeting Days these shall be rostered with four weeks' notice (unless a lesser period is agreed between the Company and the Employee).
- 7.2.3 Employees will not be required to pay for any training required by the Company for the obtaining, maintaining or renewing of any licence, standard or rating or required certificate.
- 7.2.4 Where an Employee fails to reach or maintain a standard required the Employee will receive further re-training and a subsequent check in accordance with the Company's Operations Manual. The Aircrew Officer may elect to have a different check ACO on the second occasion and that second occasion will occur when operationally feasible.
- 7.2.5 Trade Union Training Leave:
- (a) With prior approval of the Company, an elected union delegate/representative may be granted paid leave of absence of up to three working Days' (non-cumulative for a maximum of two union delegate/representatives) on ordinary pay each calendar year to attend trade union training. The scope, content and level of such courses or seminars will be such as to contribute to a better understanding of industrial relations.
  - (b) The granting of this leave will be subject to the following conditions:-
    - (i) the Employee must be the elected union delegate/representative; and
    - (ii) operationally practicable (availability for leave coverage).

### **7.3 Individual flexibility arrangements**

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

- (a) the 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;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Company and Employee 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 Employee.

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

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

**7.3.3** The Company must ensure that the individual flexibility arrangement:

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

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

**7.3.5** The Company or Employee may terminate the individual flexibility arrangement:

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

**7.4 Fundraising support**

**7.4.1** Where the Company requires the Aircrew Officer to attend the local annual fundraising Ball, that Aircrew Officer will receive a complimentary ticket.

**7.4.2** Each Air Crew Officer is required to provide suitable media coverage for all missions.

**7.5 Secondary employment**

**7.5.1** Employees may engage in secondary employment provided that:

- (a) the Employee advises the Company prior in writing if participating in employment outside the Company;
- (b) the Employee and the Company agrees that no conflict of interest exists;
- (c) the Employee must ensure at all time that the Company's interests are not prejudiced by breaching Duty time requirements and;
- (d) at no time does it interfere with Company requirements, performance of the Employee or whilst the Employee is on Company paid Duty time.

## Schedule 1– Definitions

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

Act	<i>Fair Work Act 2009</i> (Cth).
Agreement	Means this LifeFlight Australia Limited and Rotary Wing Aircrew Officer Certified Agreement.
Aircraft Breakdown	When a mission is aborted due to technical problems with an aircraft and the aircraft has to stay in a location other than the nominated Home Base.
Aircrew Officer (ACO)	All non-pilot aircrew members who are employed by the Company, are certified to conduct winching IAW CAO 29.11 and are qualified by the Company to conduct Left Hand Seat duties while engaged in Single Pilot IFR rotary wing operations.
ACO Representative	An Employee employed by the Company and elected by other Employees to act as a representative of Employees for the purpose of discussions with the Company concerning matters covered by this Agreement.
Appropriate Accommodation	Accommodation which is at a minimum, quiet and free from factors which may reduce adequate rest and provides a separate bedroom with air conditioning and heating or reverse cycle air conditioning for each Employee.
CAO	Civil Aviation Orders made under subsection 98(4A) or referred to in subsection 98(5) of the <i>Civil Aviation Act 1988</i> (Cth).
CASA	Civil Aviation Safety Authority.
Chief Aircrew Officer	The Aircrew Officer appointed by the Company and who is approved by CASA to perform the duties and responsibilities of the Chief Aircrew Officer.
Company	LifeFlight Australia Limited.
Continuous Service	Service which includes all approved absences and other Company and Aircrew Officer agreed absences.
Day	A period of 24 hours encompassing one whole calendar Day.
DTA	Daily Travel Allowances.



Duty	The work of an Employee and covers all activities that may be required of an Employee by the Company in accordance with CAO's, the FRMS's and this Agreement.
Duty Away	Duty that commences or finishes at a location other than an Employee's Home Base. Duty Away excludes a situation where the Aircrew Officer departs from and returns to his Home Base within rostered on Duty times.
Duty Travel	Any travel, other than as a crew member on an aircraft, which an Employee is directed to undertake in the service of the Company and includes deadhead travel and travel for the purpose of taking on Shifts at another base than the nominated Home Base. Duty travel excludes travel between place of residence and the Home Base.
Employee	An ACO that, as an employee of the Company, is covered by the scope of this Agreement.
Extra Shift Rate	Extra Shift Rate = (Base Salary / 182.5) x 1.25.
FRMS	The CASA approved Fatigue Risk Management System.
FWC	Fair Work Commission
Home Base	The nominated base from which an Employee operates on a permanent basis. This is as specified in the Employee's letter of employment (or as subsequently varied by transfer).
Jink	Jink The roster Jink is a way of rotating aircrews and improving Crew Resource Management (CRM). The ACO roster rotates every 56 Days, at the end of which an ACO alternates between: (a) 4 Days on and 2 Days off and 4 Days on; and (b) 4 Days off and 2 Days on and 4 Days off.
Training and Checking Line Air Crew Officer	As per T&C ACO except that the Employee is primarily employed to fill a line roster position IAW Work Practice 1 or 2.
Minimum Wage Increase	As determined by FWC annually.
NES	National Employment Standards as contained in sections 59 to 131 of the Act. Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.
NVG/NVD	Night Vision Goggles/Night Vision Device.

Overtime Rate	Overtime Rate = 0.1 x Extra Shift Rate
Parties/Party	Means one or more of the following:  (a) All Aircrew Officers (excluding Chief Crewman and LifeFlight Training Academy ACO) employed by the Company who are engaged in rotary wing operations within the classification structure contained in this Agreement;  (b) LifeFlight Australia Limited; or  (c) the Union.
Permanent Full Time Employee	An Employee who is engaged as a permanent full time ACO.
Permanent Part Time Employee	An Employee who is engaged as a permanent part time ACO.
PPE	Personal Protection Equipment.
Rescue Crew Officer (RCO)	An aircrew member who performs over water 'down the wire' hoist duties. Also referred to as Rescue Swimmer.
RCO Standby	The Day Shift immediately preceding an individual ACO's night Shift where the ACO is on standby away from work for the purpose of being called back to Duty to carry out the duties of an RCO Standby. Activation of Duty is generally to (but not limited to) conduct an operational winch, SAR (Search and Rescue) or for disaster relief.
Senior Base ACO	An ACO who, at the direction of the Company, supervises the duties of other Aircrew and/or employees at their base in addition to their regular duties and acts as a delegate of the Company.
Shift	A rostered period during which an ACO is available for work in accordance with stipulated Work Practices.
Shift Cycle	A shift cycle will commence upon start of the first rostered shift and conclude the day prior to the commencement of the following shift cycle.
Stop Overnight	When a flight operations ends at a location other than the nominated Home Base and Employees need to remain overnight near that location.
T&C ACO	Training and Checking Aircrew Officer; means an Aircrew Officer who is approved to conduct, and who does so conduct, flight proficiency checks, and who certifies the competency of Aircrew Officers, Rescue Crew Officers and Medical Aircrew checked. T&C ACOs are employed



	primarily IAW Work Practice 3 and utilised to provide leave cover for line ACOs.
TOIL	Time Off in Lieu; where overtime is worked the Employee may be granted paid time off work by the Company, to the hourly equivalent of the overtime worked, instead of being paid additional monetary remuneration.
URTI	Upper Respiratory Tract Infection.
Working Day	Any rostered Shift during which an Employee is required to be either at work or available for Duty in accordance with the FRMS.
Work Practice/s	Work Practice/s as defined in the Fatigue Risk Management System and specified in Appendix 2.

## Schedule 2– Work Practices

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The following Work Practices give guidance to Aircrew Officers on expected or planned rostering schedules. Work Practices offer predictability for Aircrew Officers and ensure Duty time limits and their Individual Fatigue Likelihood Scores and have the best possibility of remaining within limits.

The general limitations on Work Practices are defined in the CareFlight Group FRMS. The FRMS is not to be amended without prior discussion with the Aircrew Officer. The start and finish times may be amended by mutual agreement by the affected Aircrew Officer and the Company.

### **WORK PRACTICE 1**

An Aircrew Officer may be rostered for Duty and standby under this Work Practice subject to the following:

- (a) the roster shall comprise of eight calendar Day cycles comprising;
  - (i) two Shifts, consisting of 10 hour consecutive Duty periods each, starting at 0800 on each calendar Day one and two, followed by:
  - (ii) two Shifts, consisting of 14 hours standby periods each, starting at 1800 on calendar Day three and four, followed by:
- (b) the remaining calendar Days five through eight are rostered free of Shifts;
- (c) a minimum of 48 hours free of Duty and standby shall be rostered prior to commencing this work practice unless mutually agreed; and
- (d) clause (a)(i) above may be rostered as standby where suitable sleeping accommodation is made available.

### **WORK PRACTICE 2**

An Aircrew Officer may be rostered for Duty and standby under this work practice subject to the following:

- (a) the roster shall comprise of six calendar Day cycles comprising:
  - (i) two Shifts, consisting of 24 hour consecutive standby periods each, starting at 0800 on Day one through two, followed by;
  - (ii) the remaining calendar Days three through six rostered free of Shifts.
- (b) the minimum of 48 hours free of all Duty must be applied prior to commencing this Work Practice;
- (c) the Work Practice shall not exceed a six week period, unless mutually agreed; and
- (d) this Work Practice shall only be invoked in relation to short term operational requirements (e.g. Aircrew Officer illness). This work practice may be used to cover leave by mutual agreement.

### **WORK PRACTICE 3**

An Aircrew Officer may be rostered for work on an average 40 hour week (exclusive of breaks) subject to the following:

- (a) five Days Duty (Mon – Sun); and
- (b) all FRMS and IFLS limitations apply to this work practice.

## Schedule 3 – Salary and allowance schedules

Clause no	Details	Description
4.2.1(a)	Base Salary	\$88,000 per annum, inclusive of 3% increase from 1 July 2016.
	Retention Bonus	<p>\$3,500 - paid in the immediate pay run after a majority yes vote is received from the group.</p> <p>\$3,500 – 1<sup>st</sup> pay in November 2017.</p> <p>\$3,500 – 1<sup>st</sup> pay in November 2018.</p> <p>\$3,500 – 1<sup>st</sup> pay in November 2019.</p>
4.2.2	Extra Shift & Overtime Rates	<p>Extra Shift Rate = (Base salary / 182.5) x 1.25.</p> <p>Overtime Rate = 0.1 x Extra Day Rate.</p>
4.2.2	RCO Standby (away from work) Call Into Duty Rate	<p>Daily Rate = (Base salary/182.5) x 1.75.</p> <p>Hourly rate = 0.1 x daily rate.</p>

	Extra Day Rate	Overtime Rate
<b>10 or 14 hour Shift</b>	\$602.75	\$60.27

**48 hour Work Practice 2/6 Duty** 50% of Extra Day Rate (over and above standard Base Salary) per day in recognition of extra duties and roster disruption

Hours Worked	Rate of Overtime Paid
<b>Less than 4 hours worked</b>	4 hours at the overtime hourly rate: \$60.27 x four hours = \$241.08

**Between 4 and 8 hours** Overtime hourly rate:  
\$60.27 x hours worked

**More than 8 hours** Extra Shift Rate:  
\$602.75

Hours Worked	RCO Standby (away from work) Call Into Duty Rate
<b>Less than 4 hours worked</b>	4 hours at the overtime hourly rate: \$84.38 x four hours = \$337.53

**Between 4 and 8** Overtime hourly rate:

Clause no	Details	Description
		hours \$84.38 x hours worked
		More than 8 hours Extra Shift Rate: \$843.84

Functional Loadings	Allowance	Amount (gross)
	Community Service Allowance	\$2,000.00
	Meeting & Training Allowance	\$2,000.00
	NVG Allowance (applicable to all ACO Employees)	\$3,500.00
	Rescue Crew Functionality	\$4,750.00
	Rescue Crew Officer Standby	\$4,750.00
	Air Crew Officer Functionality	\$1,800.00
	Training & Checking Air Crew Officer	\$11,075.00
	Training & Checking Line Air Crew Officer	\$5,000.00
	Base Lead 5 or less	\$9,900.00
	Base Lead 6 - 10	\$11,000.00
	Base Lead more than 10	\$15,000.00

**NB.** Where an Employee qualifies for both the ACO and RCO Functional Loadings, only the RCO Functional Loading will be paid. For avoidance of doubt, any functional loadings will only apply to Employees employed to carry out the functionality. These employees must be qualified and hold currency to undertake the functionality.

4.3.1	Daily Travel Allowance	Applicable Times (24 Hour)	Allowance
	Breakfast	0700 - 0900	\$16.38
	Lunch	1200 - 1400	\$21.86
	Dinner	1800 - 2000	\$38.24
	Incidentals	Overnight	\$21.86
	Hard Lying (Camping) Allowance		\$68.50 plus superannuation
	Missed Meal Allowance		\$15.00

4.3.10	Uniform Provisions	Uniform Pieces	Initial Issue	Supplement/Replacement

Clause no	Details	Description
		<b>Flight Pants</b> 2 1 per 2 years
		<b>Flight Jacket</b> 2 1 per 2 years
		<b>T-shirts</b> 5 3 per year
		<b>Winter Flight Jacket</b> 1 1 per 3 years
		<b>Name Tag</b> 3 1 per 3 years
		<b>Cricket Hat</b> 1
		<b>Beanie Cap</b> 1 1 per year

**NB.** Years are employment anniversary years not calendar years.

**NB.** All figures stated are gross and stated in AUD.

**LIFEFLIGHT AUSTRALIA LIMITED**

I am authorised to sign this Agreement for LifeFlight Australia Limited as Executive Manager - Human Resources of the Employer covered by this Agreement.

Hayman

for LifeFlight Australia Limited

J. Colenso

Witness

T. Hayman

Print name

19.9.2017

Date

Jacinta Colenso

Print name

19.09.17

Date

32 Edward St - Brisbane

Address

32 Edward St - Brisbane.

Address

**EMPLOYEES BARGAINING REPRESENTATIVE**

I am authorised to sign this Agreement for and behalf of the employees of the Employer on the basis of my nomination as Bargaining Representative.

[Signature]

For and on behalf of the employees covered by this Agreement

[Signature]

Witness

L. Aynsley

Print name *dir crew officer* Print name

20-9-17

Date

Nicole Bloom

20-9-17

Date

180 M'Dougall St, Toowoomba

Address

180 M' Dougall St, Toowoomba

Address

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

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

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and



- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).



17 November 2017

FWC Matter No.:

Re: AG2017/4954 - Application for approval of the Lifeflight Australia Limited and Rotary Wing Aircrew Officer Certified Agreement

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Traci Hayman, Executive Manager- Human Resources for LifeFlight Australia Limited give the following undertakings with respect to the Lifeflight Australia Limited and Rotary Wing Aircrew Officer Certified Agreement ("the Agreement"):

1. I have the authority given to me by LifeFlight Australia Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Cashing out of leave**  
LifeFlight Australia Limited provides an undertaking that when an employee applies to cash out leave, it will be paid in accordance with s.93(c) of the Act which requires employees to be paid at least the full amount that would have been payable to the employee had the employee taken the leave the employee has forgone.
3. **Casual rates of pay**  
LifeFlight Australia Limited provides an undertaking that casual employees will be paid as per clause 4.2.2 Extra Shifts and Overtime Rates.
4. **Time off in lieu of overtime (TOIL)**  
  
LifeFlight Australia Limited provides an undertaking that when TOIL is taken it will be taken in accordance with clause 24.4 of the Aircraft Cabin Crew Award 2010 (the Award). In particular, any accrued but untaken TOIL will be paid out on termination of employment.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

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

Signature

20 November 2017