



TOLL HELICOPTERS PILOTS ENTERPRISE AGREEMENT 2022

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DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Toll Transport Pty Ltd

(AG2023/2757)

APPLICATION FOR APPROVAL OF THE TOLL HELICOPTER PILOTS ENTERPRISE AGREEMENT 2022

Airline operations

COMMISSIONER JOHNS

MELBOURNE, 25 AUGUST 2023

Application for approval of the Toll Helicopter Pilots Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *TOLL HELICOPTER PILOTS ENTERPRISE AGREEMENT 2022 (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by Toll Transport Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer 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. The undertakings are taken to be a term of 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] The Australian Federation of Air Pilots 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) of the Act, I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 September 2023. The nominal expiry date of the Agreement is 31 December 2025.



COMMISSIONER

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Annexure A



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Toll Holdings Limited
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25 August 2023

Commissioner Johns OAM
Fair Work Commission
11 Exhibition Street, Melbourne Victoria 3000
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Delivered by email

Dear Commissioner

Re: AG2023/2757 Toll Helicopters Pilots Enterprise Agreement 2022

I, James Morley, Group General Manager ER/IR, have the authority, given to me by Toll Transport Pty Limited (**Toll**) to give the following undertakings with respect to the *Toll Helicopters Pilots Enterprise Agreement 2022 (Agreement)*.

1. **Clause 38 Abandonment of Employment:** This clause shall operate in accordance with Sections 117-123 of the Act.
2. **Casual employees:** Toll will perform a monthly reconciliation to ensure the amount of remuneration paid by Toll to casual employees under the agreement is more than would have been applicable under the Award.

These undertakings are provided on the basis of matters raised by the Commission in respect of this application.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'J Morley', is positioned above the printed name.

**James Morley
GROUP GENERAL MANAGER
EMPLOYEE AND INDUSTRIAL RELATIONS**



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

TOLL HELICOPTERS

PILOTS ENTERPRISE AGREEMENT 2022

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Section 1 - Application and Operation

1. Title

This Agreement will be referred to as the *Toll Helicopter Pilots Enterprise Agreement 2022*.

2. Definitions

In this Agreement, unless the context permits or otherwise requires:

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

"AFAP" means the Australian Federation of Air Pilots.

"Agreement" means this enterprise agreement.

"ASIC" means an Aviation Security Identification Card.

"Assistant Base Manager" means an employee designated by the Company in writing to act as an administrator at a Base in accordance with the duty statement for the position.

"Award" means the *Air Pilots Award 2020*.

"Base" means Brisbane, Sydney, Orange, Wollongong, Canberra, Darwin, Townsville, Oakey and any other location nominated by the Company from time to time.

"Base Manager" means an employee designated by the Company in writing to act as an administrator at a Base in accordance with the duty statement for the position.

"Base Flying Safety Officer" (BFSO) means a supernumerary aircrew position designated in writing to be the BFSO at a base. The BFSO is responsible for safety accountabilities as defined in the SMS paragraph 1.5.7. The BFSO position will include occasional responsibilities off-shift to meet safety and associated reporting metrics defined in the SMS.

"CAO" means Civil Aviation Order.

"Captain" means a Pilot who is currently licensed by CASA and designated in writing as a Pilot in Command of aircraft operated by the Company.

"CAR" means Civil Aviation Regulations.

"CASA" means the Civil Aviation Safety Authority.

"CASR" means Civil Aviation Safety Regulations.

"Checked to Line" means that a Pilot holds all appropriate licences, ratings and endorsements in accordance with CASA, Company and contract requirements, and who is certified by a Training and Checking Pilot as competent to pilot an aircraft operated by the Company, and has been approved in writing to act as an operating crew member on that type of aircraft for the particular operating contract or Base location.

"Head of Flying Operations (HOFO)" means a Pilot appointed in writing by the Company who is approved by CASA to perform the duties and responsibilities of Chief Pilot.

"Civil Aviation Act" means *Civil Aviation Act 1988 (Cth)*.

"Civil Aviation Requirements" means any requirements that are legally binding on the Company by virtue of

the operation of a CAO, CAR, CASR, the *Civil Aviation Act* and any other applicable aviation-related legislation in force in the operating location.

"Client" means the customer of the Company where the Pilot predominantly performs his or her duties, or where the Company temporarily directs the Pilot to perform work.

"Company" means Toll Transport Pty. Limited (ACN: 006 604 191).

"Company Operations Manual" means the CASA-approved Company Operations Manual as issued by the Company from time to time.

"DAMP" means the CASA-approved Drug and Alcohol Management Plan.

"Dispute" means any dispute or grievance that arises at the workplace between a Pilot or Pilots and the Company about the interpretation or application of this Agreement or in relation to any matters pertaining to the relationship between the Company and a Pilot (or Pilots), including but not limited to a dispute about any condition of employment or industrial matter or to the National Employment Standards contained within the Act.

"Duty" and "Duties" means the work of a Pilot and covers all activities, that may be required of a Pilot by the Company in accordance with the Pilot's Position Description, the operating contract held with the Client, Civil Aviation Requirements, CAO48.1 or the FRMS (whichever is applicable), or this Agreement, together with any lawful and reasonable direction given by the Company.

"Duty Travel" means any travel, other than as a crew member of any aircraft, which a Pilot undertakes In-Company service and includes travel for the purpose of taking up a new Base (whether on a permanent or temporary basis). Duty Travel excludes travel of a Pilot between his or her home and the Home Base airport or Home Base of operations.

"Co-Pilot" means a Pilot designated as such in writing by the Company and approved by CASA to act as a second in command of multi-pilot aircraft operated by the Company.

"Flight Examiner" (FE) means a Pilot appointed by the Company to undertake the position and who is approved by CASA to conduct flight tests, to grant ratings and endorsements, to conduct proficiency checks and to conduct English Language Proficiency (ELP) assessments.

"FRMS" means the CASA approved Company Fatigue Risk Management System, which identifies approved Work Practices and fatigue management rules for Pilots operating under those Work Practices.

"FWC" means the Fair Work Commission.

"Home Base" as specified in the Pilot's letter of employment (or as subsequently varied by agreement in writing), means:

- (a) For a Pilot utilised in touring activities under this Agreement - the primary domestic airport (as defined in each respective Schedule) of the city specified and from which Tours of Duty are deemed to commence and cease;
- (b) For other Pilots - the Company's operating base as specified and to which the Pilot is allocated by the Company for the purpose of commencing and ceasing Duty.

"Incidental Expense" means any minor expenditure associated with business travel.

"Line Training Pilot" (LTP) means a Pilot approved in writing by the Company to provide in-flight or ground mentoring for line training.

"Line Checking Pilot" (LCP) means a Pilot approved in writing by the Company to conduct the duties of a LTP and in addition conduct a check to line for a pilot for a specific contract.

"Management Pilot" means those Pilots who are not employed predominantly for the purposes of rostered operational flying duties.

"NES" means the National Employment Standards contained in the Act.

"NVIS" means Night Vision Imaging System.

"NSW/ACT Contracts" means the Company's contracts with the Government of New South Wales and the Australian Capital Territory with respect to the provision of the NSW/ACT Helicopter Emergency Medical Services (HEMS).

"Off Duty Period" (ODP) is as defined in CAO48.1 or Company FRMS manual depending on which is relevant for mission. ODP is unplanned when it arises outside of pre-mission planning and results in a pilot being away from Home base for entire ODP period.

"Pilot" means a person who is the holder of a current Australian Commercial Pilot's Licence (Helicopter) or Airline Transport Pilots Licence (Helicopter).

"Proficiency Checks" means a Process conducted to assess the applicant's demonstration of knowledge, skills and attitudes to exercise the privileges of their licence, and which includes ground and flight components.

"Related Bodies Corporate" has the meaning given to the term in the *Corporations Act 2001 (Cth)* and refers to a related body corporate of the Company.

"Safety Management System" ("SMS") is the Company's CASA approved Safety Management System.

"Secondary Duties" includes duties designated by the Company for Pilots to undertake from time to time in support of the Company and Base operations. This includes designated duties such as the "Base Safety Officer" or "Base Publications Officer", together with ad hoc tasks as may be reasonably required, including but not limited to aircraft and hangar husbandry.

"Sign Off" is the time of completion of all duties associated with a Tour of Duty in accordance with Company policies and procedures. This time will ordinarily be the rostered end of Tour of Duty. Where the end of a Tour of Duty has been exceeded, Sign Off shall be a maximum of 30 minutes after shutdown of the aircraft. This allows sufficient time for post-flight administrative requirements. Overtime will not be authorised after the period of 30 minutes, unless approved by the Company Representative.

"Sign On" is the time at which the Pilot is scheduled or rostered to arrive at the Base after having been tasked for a Tour of Duty in accordance with Company policies and procedures.

"Superannuation Guarantee Legislation" includes the *Superannuation Guarantee Charge Act 1992* and the *Superannuation Guarantee Administration Act 1992*.

"Temporary Transfer" means the transfer of a Pilot from the Pilot's Home Base to another Base or location at the Company's direction, for the purpose of being temporarily utilised at that other Base or location. For clarity this does not include regular multi-day visits to the Bankstown Base for training, or instructional duties for TCP and FE or a transfer contained within a normal four (4) day roster block.

"Tour of Duty" means the period between Sign On and Sign Off time.

"Training and Checking Pilot" (TCP) means a Pilot approved in writing by the Company to conduct in-flight or ground instruction for line training and Operational Proficiency Checks (OPC) and who certifies as to the competency of Pilots so trained and tested.

"Type Technical Pilot" means a Pilot appointed in writing, at the company's discretion as the type specialist for the Company for a particular aircraft fleet type.

"Work Practice" means a schedule of work including Duty Time and time off and will be detailed in each respective Schedule.

3. Coverage

- (a) Subject to clause 3(b), this Agreement covers the Company, all rotary wing Pilots employed by the Company to perform work in Australia and the AFAP.
- (b) This Agreement does not cover:
 - (i) Management Pilots; or
 - (ii) An employee who is primarily employed to fulfil the role of a permanent Flight Examiner.

4. Date of Operation

- (a) The Agreement will commence operation 7 days after approval by the Fair Work Commission and will have a nominal expiry date of 31 December 2025.
- (b) The parties will commence preliminary discussions on matters pertaining to a replacement agreement from March 2025.

5. Relationship to the Award and the NES

- (a) This Agreement operates to the exclusion of the Award.
- (b) This Agreement operates in conjunction with the NES as varied from time to time, provided that where there is any inconsistency between the express terms of the Agreement and the NES, the NES shall prevail to the extent of the inconsistency.

6. No extra claims

During the Term the Parties must not pursue any further claims for wages, allowances or any other terms and conditions of employment, unless provided for in the Agreement. Notwithstanding, the parties shall commence negotiations for a replacement Agreement not less than six (6) months prior to the NED and for that purpose may serve claims on each other.

Section 2 – Flexibility, Consultation and Dispute Resolution

7. Access to this Agreement

The Company must make a copy of this Agreement and the NES available to a Pilot on request, in addition to ensuring physical copies of this Agreement are provided on site at each base and available on the Company's intranet site.

8. Individual flexibility arrangements

(a) The Company and a Pilot covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this Agreement if the arrangement deals with one or more of the following matters:

- (i) Arrangements about when work is performed;
- (ii) overtime;
- (iii) penalty rates;
- (iv) allowances; and
- (v) leave loading.

If the IFA meets the genuine needs of the company and the pilot in relation to one or more of the matters mentioned in clause 8(a)(i)-(v) and the IFA is genuinely agreed to by the Company and the Pilot without coercion or duress.

(b) The Company must ensure that the terms of the IFA:

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

(c) The Company must ensure that the IFA:

- (i) is in writing; and
- (ii) includes the name of the Company and the Pilot; and
- (iii) is signed by the Company and the Pilot; includes details of the terms of this Agreement that will be varied by the IFA; and
- (iv) states the day on which the IFA commences.

(d) The Company must give the Pilot a copy of the IFA within 14 days after it is agreed to.

(e) The Company or the Pilot may terminate the individual flexibility arrangement:

- (i) by giving no more than 28 days written notice to the other party to the IFA (or the period within s203(6)(a) of the Act at any time during the Term, whichever is the longest); or
- (ii) if the Company and the Pilot agree in writing – at any time.

9. Consultation on workplace change

(a) This clause applies if:

- (i) The Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on Pilots of the enterprise; or
- (ii) the Company proposes to introduce a change to the regular roster or ordinary hours of work of Pilots.

(b) The Company must notify the relevant Pilots of the decision to introduce the major change.

(c) The relevant Pilots may appoint the AFAP or another representative for the purposes of the procedures in this clause.

(d) If:

- (i) a relevant Pilot appoints, or relevant Pilots appoint, the AFAP or another representative for the purposes of consultation; and
- (ii) the Pilot or Pilots advise the Company of the identity of the representative;

the Company must recognise the AFAP or the representative.

(e) As soon as practicable after making its decision, the Company must:

- (i) discuss with the relevant Pilots and where appointed the AFAP or another representative if applicable:
 - A. the introduction of the change; and
 - B. the effect the change is likely to have on the Pilots; and
 - C. measures the Company is taking to avert or mitigate the adverse effect of the change on the Pilots; and
- (ii) for the purposes of the discussion — provide, in writing, to the relevant Pilots and where appointed the AFAP or another representative if applicable:
 - A. all relevant information about the change including the nature of the change proposed; and
 - B. information about the expected effects of the change on the Pilots; and
 - C. any other matters likely to affect the Pilots.

(f) In addition to clause 9(a) (ii), where there is a proposed material change to the regular roster or ordinary hours of work, the Company must invite the affected Pilots and where appointed the AFAP or another representative if applicable to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities.

- (i) For the purpose of the clause regular roster means the normal day(s) and shifts that the Employee has been working up until the point of the proposed change. Consultation is not required under this clause in respect to roster changes that have been part of the Employee's normal pattern of work and shifts.
- (g) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Pilots.
- (h) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Pilots and where appointed the AFAP or another representative if applicable.
- (i) The Company will make a final decision about the change outlined at clause 9 (a) having regard for any genuine issues raised. The Company must notify the Pilot and where appointed the AFAP or another representative if applicable in writing and explain the effects of the decision.
- (j) In this clause, a major change is likely to have a significant effect on Pilots if it results in:
 - (i) the termination of the employment of Pilots; or
 - (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of Pilots; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Pilots; or
 - (vi) the need to relocate Pilots to another workplace; or
 - (vii) the restructuring of jobs.
- (k) In this clause, relevant Pilots means the Pilots who may be affected by a change outlined in clause 9 (e) (i).

10. Dispute Resolution Procedure (DRP)

- (a) Any dispute or grievance that arises at the workplace between a Pilot and the Company about the interpretation or application of this Agreement, the NES or in relation to any matters pertaining to the relationship of the Company and the Pilot or Company and the AFAP will be dealt with in the following manner:
 - (i) The matter must first be discussed by the aggrieved Pilot(s) directly with his or her or their immediate supervisor.
 - (ii) If the matter remains in dispute, it must next be discussed with the supervisor's immediate superior or another representative of the Company appointed for the purpose of this procedure. A Pilot representative (which may include the relevant AFAP delegate for the worksite) may attend and participate in this discussion provided that the Pilot representative attends at the request of the Pilot.
 - (iii) If the matter remains in dispute, it must next be discussed with the relevant manager of

the Company. A Pilot representative (which may include an AFAP representative) has the right to attend at and participate in this discussion, provided that the Pilot representative attends at the request of the Pilot.

- (iv) If the matter remains in dispute, it must next be submitted to the FWC for conciliation. For this purpose, it is agreed that the action the FWC may take includes arranging conferences of the parties or their representatives at which the FWC is present; and arranging for the parties or their representatives to confer among themselves as conferences at which the FWC is not present.
- (v) If the matter is not resolved in conciliation conducted by the FWC, the FWC must proceed to arbitrate the dispute and/or otherwise determine the rights and/or obligations of the parties to the dispute. In relation to such arbitration, the parties agree that FWC may give all such directions and do all such things as are necessary for the just resolution of the dispute, including but not limited to those things set out Division 3 of Part 5-1 of the Act.
- (vi) Before making a determination, FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute. In making its determination FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.
- (vii) The decision of FWC will be binding on the parties subject to any appeal rights the parties have in accordance with, and under, the Act.
- (viii) Until the matter is resolved by agreement, conciliation or arbitration, work will continue in accordance with the status quo. No party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- (ix) The parties must co-operate to ensure that these procedures are carried out expeditiously.

Section 3 – Employment Relationship

11. Security and other requirements

- (a) It is a condition of their employment that a Pilot, prior to their employment, be entitled to obtain and then maintain a current Toll Australia-wide ASIC (or foreign ASIC equivalent for contracts conducted outside of Australia) in accordance with Company policies and applicable requirements of the Client or relevant Government Department.
- (b) The Company may require a Pilot to undergo an Australian Background Check or other security checks as nominated by the Company from time to time.
- (c) Failure by the Pilot to obtain or maintain a current ASIC (due, for example, to the Pilot's default or misconduct) may result in the termination of the employment.
- (d) The Company may:
 - (i) Require a higher code of conduct by Pilots for a particular operation (for e.g. having to comply with stringent cultural or environmental conditions in a Base location); or

- (ii) remove a Pilot from the operating contract as directed by the Client in accordance with clause 37(f).
- (e) Obligations for pilot/company contact:
 - (i) The pilot must either be provided with a mobile phone by the company, or use their own mobile phone for which an allowance is paid under this Agreement, for the purposes of their employment and being contactable during working hours.
 - (ii) The mobile phone should have message-bank and reasonable access to an internet service and connection for receiving email correspondence.
 - (iii) Other than for the reason below (iv) the Company will not contact a Pilot when the Pilot is not rostered to work. Accordingly, in the limited exception provided, the Pilot will endeavour to return the call or respond to a message, provided failing to do so does not constitute a failure by the pilot to comply with this Agreement.
 - (iv) For the avoidance of doubt, the company will not attempt to contact the pilot when the pilot is not rostered on duty and where the issue can be addressed on the pilot's next shift. Accordingly, only where the issue cannot be addressed on the pilot's next rostered shift (such as roster vacancies occurring before that shift) may the company attempt to contact the pilot.
 - (v) Further, emails or applications where the messages can be muted by the pilot and checked at a time convenient to the pilot (including WhatsApp groups and Signal Groups (not direct message)) may be operated by the pilot/company at any time, provided the pilot is not expected to revert until the pilot's next shift.

12. Place of work

- (a) A Pilot will normally perform duties at or from the Pilot's Home Base.
- (b) Pilots will be required by the Company to work at a designated frequency in another location domestically or overseas for training and/or instructional duties.
- (c) The Company may require a Pilot to work under a Temporary Transfer arrangement at other places from time to time (including other Bases). Temporary transfer does not apply for pilots attending training facilities or training activities.
- (d) Where the Company requires a Pilot to deploy away from the Pilot's Home Base and the deployment location is a distance that would require the Pilot to reside overnight, the Company will provide accommodation in accordance with the FRMS, and/or as available at the deployment location.
- (e) Each Pilot will keep the Company informed of his or her normal place of residence in order to ensure that appropriate travel times are in place for a Pilot to attend for work without being fatigued at the commencement of shift and on the return leg. If the Pilot chooses to relocate his or her

normal place of residence, the Pilot will hold discussions with the Company prior to relocation. The discussions will include how the Pilot will safely travel to and from work and by what mode of transport.

13. Probationary period

- (a) Where a Pilot is a new Pilot, their employment will be subject to a probationary period of 6 months. During the probationary period, the employment may be terminated on the giving by either party of one week's notice of termination in writing.
- (b) If a bond commitment has been agreed and the Pilot elects to resign within the probationary period after commencing the relevant training or development, any outstanding Bond amount will be recovered by the Company as per clause 29 of this Agreement.

14. Types of Employment

14.1. Categories of employment

- (a) Pilots will be employed in one of the following categories:
 - (i) Full-time;
 - (ii) part-time;
 - (iii) maximum-term; or
 - (iv) casual.
- (b) At the time of engagement, the Company will inform each Pilot of the terms of their engagement and in particular whether they are to be full-time, part-time, maximum-term or casual.

14.2. Part-time employment

- (a) Part-time Pilots are entitled on a pro rata basis to equivalent pay and conditions to those of full-time Pilots.
- (b) At the time of engagement, the Company and the part-time Pilot will agree, in writing, the regular rostered hours and cycle of work.
- (c) If there is any variation to the regular pattern of work consultation provisions shall apply.

14.3. Maximum-term employment

- (a) A maximum-term Pilot may be employed by the Company in a full-time or part-time capacity for a maximum period of time; or for a specific project/event of finite duration; or Client contract as determined in the Company's letter of offer.
- (b) A maximum-term Pilot will be entitled to all of the terms of this Agreement unless otherwise stated. If employed in a part-time capacity for a maximum-term, the Pilot will be entitled to leave and other conditions on a pro rata basis.

14.4. Casual Employment

- (a) A casual Pilot is not employed on a permanent or part-time basis and the casual Pilot's hours of work and employment are subject to the Company's requirements and the Pilot's availability to work. There is no obligation on the Company to provide a casual Pilot with work.
- (b) Casual Pilots are employed by the hour and each period of engagement stands alone. Casual Pilots will be paid a minimum three (3) hour period per engagement.
- (c) A casual Pilot will be paid at the rates specified in the relevant Schedule attached to this Agreement. Those rates incorporate a loading which is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this Agreement. For the sake of clarity, a casual Pilot is not entitled to annual leave, paid personal leave, paid public holidays, notice on termination or payment on redundancy, but is entitled to long service leave.
- (d) A casual Pilot's employment may be terminated by either party by one (1) days' notice. This does not affect the right of the Company to dismiss a casual Pilot's employment without notice for misconduct or other lawful cause that justifies summary dismissal.

15. Pilot Duties and Responsibilities

15.1. Classification

- (a) A Pilot's classification (for example, Captain) will be confirmed in writing to the pilot by the Company prior to the commencement of employment.
- (b) In circumstances in which a Pilot's classification is changed by the Company, the Pilot will be advised in writing of the classification change. In these circumstances, the Company will also advise the Pilot of the salary level(s) applicable to the Pilot's new or modified position, and if applicable, any allowances payable to the Pilot due to the change in the classification.
- (c) Where a Pilot is temporarily appointed to a position of higher classification for a period in excess of seven (7) calendar days, the Pilot will be paid the higher classification rate for the duration of the performance of the higher duties.

15.2. Position description

- (a) Position descriptions will be determined by the Company and amended by the Company from time to time.
- (b) A Pilot is required to perform the duties set out in the applicable position description, and any other Secondary Duties reasonably assigned to the Pilot by the Company from time to time, provided that those duties are commensurate with the Pilot's position, qualifications, skills or expertise. For the avoidance of doubt, this may include aircraft and facility husbandry.

15.3. Flying Duties

- (a) The Company may require a suitably endorsed Pilot to fly as Captain or Co-Pilot as required, provided that where a Captain is assigned to fly as a Co-Pilot she or he will be paid as a Captain at

their substantive rate.

- (b) The Company may reassign Pilots who are not being gainfully utilised to another aircraft type, providing the Pilots have (or can obtain) the appropriate aircraft endorsement. Before a Pilot is to be regarded as qualified to fly the alternative aircraft type, the Pilot will be required to have successfully completed type-rating training in accordance with the Company Training and Checking Manual. Any reassignment of a Pilot under this clause will not result in a reduction to the Pilot's remuneration, unless by mutual agreement. Pilots will need to successfully complete recurrent training.

15.4. Pilot Responsibilities

- (a) The Pilots shall:
 - (i) Do all work to the best of a Pilot's ability, skill and competence;
 - (ii) carry out the Pilot's work at places reasonably requested by the Company;
 - (iii) immediately report any breach or suspected breach of the Company's policy, practices or procedures or any act of misconduct of which the Pilot becomes aware;
 - (iv) do their best to promote, and not harm, the Company's business, interests and reputation;
 - (v) maintain a professional and amicable relationship with the Company's Clients;
 - (vi) attend and remain at work, unless absence is authorised by an appropriate Company officer;
 - (vii) not conduct flying other than for the Company, except in accordance with the provisions of the Company Operations Manual, which includes authorised alternative additional employment;
 - (viii) willingly and enthusiastically provide support to community engagement activities, where required;
 - (ix) refrain from making any media comment other than to say words to the effect if asked to respond, "I am not in a position to make comment and will pass on your request to the appropriate Company official for attention.";
 - (x) refrain from smoking substances at the workplace. This includes on or in all property and vehicles owned by the Company, with the exception of those locations that have been specifically designated as smoking areas;
 - (xi) refrain from the use or possession of non-prescription drugs, alcohol or any other substance that may affect a Pilot's ability to work. A Pilot must inform the Company, prior to commencing work, if he or she is impaired by drugs (prescribed or non-prescribed), alcohol, or any other substances;

- (xii) attend a doctor nominated by the Company for a full medical examination if requested at any time for a reasonable cause. The examination may also include a drug and alcohol test in accordance with the Company policy. Attendance will be paid by the Company unless the Pilot is on sick leave at the time, in which case the Pilot will use his or her personal leave;
 - (xiii) maintain vaccinations and inoculations as recommended by the Government Medical Officer for residence in Australia at the Pilot's expense;
 - (xiv) comply with the Company's reasonable requests to be vaccinated and maintain vaccinations as determined by an appropriate medical practitioner (Doctor), which will be at the company's expense;
 - (xv) disclose any injury, illness or disease that could impact a Pilot's ability to perform their duties and/or affect their ongoing employment, including any mental impairment. Failure to disclose relevant or factual information may result in disciplinary action and/or termination of employment.
- (b) The company and the pilot shall:
- (i) Comply with the relevant workplace health and safety legislation and regulations, Aviation Acts, Regulations and Orders and Operations Manuals and Client requirements as amended from time to time, anti-discrimination and equal employment opportunity legislation, industry codes and practices to provide a safe workplace;
 - (ii) comply with Civil Aviation Requirements as amended from time to time;
 - (iii) comply with Company and Client policies, practices or procedures as varied from time to time.

16. Company and Client Policies

16.1. Company and Client Policies

- (a) The Company may provide or make available to a Pilot, policies (however described) that relate to the Pilot's employment from time to time. This will include internal Company policy and third-party policy made applicable under an operating contract or agreement with a Client.
- (b) A Pilot must comply with Company's policies at all times, and those of any Related Bodies Corporate to the extent that they apply to the Pilot's employment or matters contained in this Agreement.
- (c) A Pilot must comply with any applicable third-party policy which they are aware of, or should reasonably be aware of.
- (d) The Company's policies and that of third parties will not form part of this Agreement.
- (e) To the extent of any inconsistency between this Agreement and the Company's policies, this Agreement will prevail. An inconsistency will not exist simply because the policies contain

obligations, conditions, processes or requirements which are additional to those contained in this Agreement, provided they do not act to counter the effect of this Agreement.

16.2. Fatigue management

It is the Company's intention during the Term to continue to utilise a FRMS and/or CAO 48.1 for Pilots, and continue to update this plan to meet Company, Client and CASA requirements. Any amendments to the FRMS will be the subject of consultation with the Pilots in accordance with clause 9. The Pilots must co-operate with the Company both in relation to the development of the program, and with its implementation. Any amendments given force under Civil Aviation Requirements will become applicable without the need for consultation, provided they do not conflict with any term of this Agreement.

16.3. Filling of Internal Pilot Vacancies

The Company will have a Local Area Supplement (or similar document) which specifies how employment vacancies are managed internally. The local procedure shall include detail on how to advertise a position, apply for the position and how pilots are selected in a competitive situation for a position.

16.4. Introduction of Technology

At any time during this Agreement, the Company may introduce technology which may include cameras or other devices to detect sleep, fatigue, activity etc., or for training purposes. The purpose of the introduction of this technology is to have a safer workplace for all involved. Such technology will be utilised in a manner consistent with the Company's SMS.

17. Conflicts of interest

- (a) In performing their duties, a Pilot:
 - (i) Must not, without the prior written consent of the Company, act in conflict with the Company's interests, or the interests of its related bodies corporate, or that of the Client;
 - (ii) must disclose to the Company at the earliest opportunity all potential or actual conflicts of interest, and other matters likely to impact on the performance of the Pilot's duties and obligations; and
 - (iii) on discovery, must not allow a potential or actual conflict of interest to continue.
- (b) The Company will assess the real or potential conflict in any individual case.
- (c) For the avoidance of doubt, where a Pilot has not disclosed a real or potential conflict of interest, their employment may be terminated without notice.

18. Hours of work

18.1. Work relevant to Schedule

A Pilot's hours of work will be as per the Company approved Work Practice in the FRMS and detailed in the relevant Schedule attached to this Agreement.

18.2. Overtime and Undertime

- (a) Where a Pilot's ordinary hours of work on operational shifts are worked to an equi-time roster, a Pilot will typically work the ordinary hours' shift, and may be required to work additional overtime.
- (b) Over the course of a calendar month, any overtime worked by a Pilot will be calculated and paid to the Pilot in the following month's pay.
- (c) There may be occasions where a Pilot is rostered to work his or her ordinary hours, and the Pilot is contacted by the Company and informed that the previous shift will not return to base for a number of hours. The Pilot may elect, with the Company's approval, not to attend for work at the nominated rostered start time, and to attend for work at a later, nominated start time. Any hours between the rostered start time, and the Pilot's actual start time will be offset against any overtime that would otherwise be payable to the Pilot in the relevant month on an hour for hour basis. An example is provided below:

Example: Pilot is due to commence work at 18:00. The Pilot is contacted at 17:00 and advised that the aircraft will not be available until 21:00. The Pilot may elect not to attend for work until 21:00. The difference between 21:00 and 18:00 (that being 3 hours) will be offset against any overtime that is owed to the Pilot during that calendar month on an hour for hour basis.

- (d) A Pilot is not obliged to agree to the example in clause 18.2(c) and may elect to attend for work at the original rostered start time.
- (e) This arrangement can be changed for operational reasons. However, where it is changed at the initiative of the company, the pilot shall be entitled to a reasonable period of time to attend for duty.

19. Rostering

- (a) Rosters will be issued to each workplace to meet the Company's and the Client's requirements, in accordance with the "relevant schedule".
- (b) Where possible, the Company will publish long-term draft rosters a minimum of six (6) months in advance. Where a change to the draft roster is proposed by the Company or Pilot within two (2) months of the monthly roster commencing, the parties will consult and use best endeavours to agree to the proposed change. If amicable agreement is not reached, the Company has the right to refuse roster change requests or to require changes to meet operational requirements, provided changes are finalised outside 14 days prior to commencement of the monthly roster.
- (c) Final rosters will be published no less than 14 days prior to the commencement of the monthly roster. Where the Company or a Pilot requires a change to a Pilot's roster within 14 days of commencement of the monthly roster, this can only occur by mutual agreement. The parties acknowledge that changes to rosters are an inherent part of the service provided to the Company's Clients.
- (d) A Pilot must ensure that he or she is ready and prepared to commence work at the applicable starting time for each rostered day of work. This will require managing sleep patterns to minimise

potential for business disruption due to fatigue. However, nothing in this Agreement displaces a pilot's right to reasonably and legitimately declare themselves fatigued without prejudice.

- (e) The Company will have a Local Area Supplement (or similar document) which specifies how vacant shifts are covered in advance outlining how the pilot group is informed about such vacancies and how they are to be filled.
- (f) Where an employee is allocated to a vacant shift working an RDO and the shift is cancelled with less than 10 hours' notice prior to its intended commencement date, the Pilot will be paid a minimum period of 4 hours at the overtime rate.

20. Public holidays

- (a) Public holidays are provided for in the Act.
- (b) Pilots may be requested to work public holidays which fall during the days the Pilot is ordinarily rostered to perform work.
- (c) Payment for the working of public holidays has been factored into the annualised salary paid to Pilots under this Agreement.
- (d) Where a Pilot is requested by the Company and agrees to cover a rostered day off shift which falls on a public holiday celebrated in the state or territory of the Pilot's Home Base, the Pilot will be entitled to payment for the additional shift detailed in the relevant Schedule of this Agreement.

21. Remuneration

- (a) Schedule 1 sets out the minimum rates of pay and allowances which all Pilots are entitled to receive.
- (b) The parties acknowledge that the rates of pay in Schedule 1 are minimum rates only and that higher rates may be payable depending on the geographical region in which the work is to be performed and the needs of the relevant Client. If a Pilot is to be paid higher rates than those contained in Schedule 1 the Company will confirm the rates in writing prior to the commencement of the Pilot's employment.
- (c) Schedule 2 sets out the remuneration payable to Pilots performing work in connection with the NSW/ACT Aeromedical Retrieval Contracts.
- (d) The remuneration payable to a Pilot in Schedules 1 and 2 includes payment for Cyclic training as follows:
 - (i) Cyclic Training should be scheduled to align as closely as reasonable with a Pilot's normal roster block.
 - (ii) The rostering provisions in this section will only be used a maximum of three times per calendar year.
 - (iii) For rostering efficiency and to improve flexibility in selection of training weeks during

which a pilot shall conduct cyclic training, the roster block selected for training may shift a few days earlier or later, provided the pilot shall always have a minimum of two days off after the most recent operational shift block, and a further minimum of two days off prior to the next operational shift block. For avoidance of doubt, this may shift to include weekends as required.

- (iv) For training away from a pilot's normal home base, and where the travel is longer than the distance from their place of residence to their normal home base, travel time will be allowed as per google maps (driving) and a 15 min rest period every hour or part thereof before training commences and after it is complete. A pilot in this circumstance will not be expected to leave home prior to the normal start time of their normal day operational shift and will be given time to return home prior to the normal finish time of their normal operational day shift.
 - (v) The length of a training block includes travel time to/from the training location as per above and any operational shifts that are attached to the training block.
 - (vi) Where a pilot is required to perform additional cyclic training beyond 12 days in a calendar year, a one-for-one issue of days-in-lieu will be afforded to that pilot for any days in excess of 12 cyclic days performed. By mutual agreement and subject to the Pilot not refusing a reasonable request, these days are calculated at the end of each calendar year and rostered within the first three months of the next calendar year. Any days not put into the long-term roster before the end of February or are cancelled by mutual agreement after they have been rostered, will be paid to the pilot at the Working an RDO rate.
- (e) Unless otherwise agreed from time to time between the parties, or between an individual Pilot and the Company, a Pilots base salary and any other allowances payable under this Agreement will be paid monthly.
 - (f) A Pilot may elect to have some of his or her remuneration salary sacrificed in accordance with company policy, which is subject to change from time to time.
 - (g) Where an employee either resigns or is terminated by the company, the employee will be paid their notice period (if paid in lieu) and leave entitlements calculated on the Base Salary, service based allowance and HEMS Allowance.

22. Accident and Death Insurance

The company will provide each of their pilots with Accident and Death Insurance. This insurance will have a death benefit of not less than five times gross annual salary, up to \$1 million for work-related incidents occurring during working hours.

23. Superannuation

- (a) Superannuation contributions will be made by the Company in accordance with Superannuation Guarantee Legislation. Under the legislation, a Pilot has the right to nominate their own superannuation fund.
- (b) If an employee does not choose a superannuation fund, the Company will request the Australian Taxation Office to advise if the Pilot has an existing superannuation fund ('Stapled Fund'), to which the Company will make superannuation contributions.

- (c) In the event that a Pilot does not choose a superannuation fund and does not have an existing Stapled Fund, the Company will make superannuation contributions to the Company's default superannuation fund, which is the ANZ Smart Choice Super Fund.

24. Expenses and allowances

- (a) Each Schedule details relevant allowances that may apply to Pilots in the performance of work pursuant to this Agreement.
- (b) The Company will reimburse a Pilot on production of receipts for any approved reasonable expenses (excluding incidentals while receiving DTA) incurred by the Pilot in the performance of duties under this Agreement in accordance with the relevant Schedule in this Agreement and any applicable Company policies and procedures.
- (c) Where a Pilot is deployed away from the Pilot's home base and the Pilot makes their own arrangements for accommodation (for example, with a family member or friend), the Pilot will be paid an Alternate Accommodation Allowance as prescribed in the relevant schedule of this Agreement to cover reasonable accommodation and expenses. Any Alternate Accommodation arrangement must be mutually agreed.
- (d) On production of receipts, a Pilot will be reimbursed the cost for Government Medical Officer recommended vaccinations for overseas operations that are not recommended or typical for when resident in Australia.

25. Drug and alcohol requirements

- (a) Pilots must at all times comply with the Drug and Alcohol Management Program (DAMP).
- (b) Pilots must also comply with any other drug and alcohol requirements imposed on them or the Company by CASA or any other regulatory authority.
- (c) Pilot(s) must also comply with any customer enforced Drug and Alcohol Management Programs (DAMP).
- (d) In addition to the obligations in clauses 25 (a) and (b), Pilots will be subject to and must comply with the Company's Drug and Alcohol Policy. For the avoidance of doubt, the Company Policy may be more prescriptive and less tolerant than applicable CASA policy.
- (e) Any failure by a Pilot to comply with any of the drug or alcohol policies described above will be considered serious misconduct and may be grounds for employment termination.

26. Pilot Liability

- (a) A Pilot will not be required to pay for damage or loss of aircraft or equipment used in the performance of their duties under this Agreement, nor in these circumstances will any lien or other claim be made by the Company on the Pilot's estate. Any claim made by any member of the public, passenger or other person upon the Pilot or the Pilot's estate, which claim arises as a result of any

accident or happening caused by the Pilot in the performance of their duties, whether those duties were performed efficiently or, as may be subsequently determined, negligently, will be accepted as a claim made against the Company. The Company will, subject to clause 26(b), be solely responsible for all claims as a result of operations by, or travel in, the Company's aircraft.

- (b) For the avoidance of doubt, any and all obligations (however described) imposed upon the Company pursuant to clause 26(a) of this Agreement, will not apply in circumstances in which a Pilot has knowingly performed their duties in a manner contrary to law or Company policy, and contrary to the Company's Just Culture Policy, as described in the Company SMS.

27. Deductions

- (a) If a Pilot is overpaid, the Company must advise the overpayment and discuss repayment options of the amount owing. The Company will not seek recovery of any overpayment of either salaries or allowance entitlements under this Agreement for periods in excess of twelve months from the date of detection, except where a Pilot has acted in bad faith, was aware of the overpayment, was fraudulent, acted contrary to Company policy, or otherwise not in accordance with the law to receive the erroneous payment.
- (b) Where it is the intention of the Company to deduct from pay an overpayment, the Company shall provide four (4) weeks' written notice to the Pilot and the deduction will not be greater than 10% of gross salary in any pay period, or may be higher by agreement of the Pilot. If a Pilot has cause to dispute the Company's decision or the proposed repayments will cause hardship, the Pilot will inform the Company of the hardship in writing within seven (7) days and the Company will consider the written material of the Pilot. In the interim the company will not recover any monies. The Company's decision of the amount, if any, to be deducted monthly from the Pilot's gross salary will be notified to the Pilot within seven (7) days.
- (c) Subject to (a) above, any overpayment not recovered from the Pilot as at the date of termination of employment will be deducted from any monetary entitlements owed to the Pilot.
- (d) Where the Company underpays a Pilot, the Company shall correct the underpayment as soon as practicable after being notified of the underpayment.

28. Training and Proficiency

- (a) Pilot training and checking is an ongoing requirement of continued employment with the Company. Training will involve both maintaining a designated capability and expanding on individual skills as necessary to meet Client requirements and new business opportunities.
- (b) Unless mutually agreed, where the Company requires a Pilot to reach and maintain minimum new qualifications for a particular aircraft type, subject to clause 29, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the Company.
- (c) Where a Pilot fails to reach or maintain a standard required by Company policy or Civil Aviation

Requirements (other than when the Pilot has engaged in serious misconduct), the policy contained within the Operations Manual will be applied.

- (d) Civil Aviation regulatory requirement checks will be conducted by a Company Flight Examiner or Training and Checking Pilot or such other delegated representative nominated by the Company. The Pilot may request to have a different Flight Examiner or TCP on remedial assessments.
- (e) Where a Pilot fails to achieve the required standard in subsequent checks in accordance with the remedial policies specified in the Operations Manual, the Pilot's employment may be reviewed and where in the Company's reasonable view, terminated. Alternatively, at the Company's discretion, the Pilot may, where practicable, be reclassified to a different position for which they can meet professional requirements. In this circumstance lower remuneration may be payable in the revised role.

29. Training and Development Bonds

- (a) If an existing Pilot has an agreement with the Company relevant to a training and development bond or as otherwise described, and it is effective at the commencement of this Agreement, it shall continue in force until it expires.
- (b) The Company and a Pilot may agree to enter into a training and development bond (Bond) from time to time. The bond will apply only to type endorsements, being those required to be provided by the Company for the pilot to operate the company's aircraft type.
- (c) The bond must be in writing, and will include provisions that deal with the following matters:
 - (i) the type of training to be undertaken by the Pilot;
 - (ii) the purpose of the training to be undertaken by the Pilot;
 - (iii) details of the training course or courses to be undertaken by the Pilot, as approved by the Company, and whether or not provided directly by the Company, its Related Bodies Corporate or another provider;
 - (iv) details of the amount of money associated with the provision of such training to the Pilot, noting that this amount includes:
 - A. the cost of any course paid for or provided by the Company;
 - B. the cost of training conducted on Company assets / devices, which is to be market commercial rates, other than the cost of actual aircraft hours which are agreed to total variable costs per flight hour as published in the current Conklin and de Decker rates;
 - C. reasonable travel and incidental costs;
 - D. but excludes any cost associated with replacing that Pilot on an existing roster during the course of the training (unless by mutual agreement).
 - (v) Any other terms and conditions under which the Company has agreed to subsidise the

cost of training pursuant to the bond, and any obligations imposed upon the Pilot in relation to the bond.

- (d) Subject to clause 29 below, the Company will meet any costs associated with the training and the Pilot will not be required to meet the costs associated with the training being undertaken pursuant to the bond.

Repayment of training costs where a Pilot is in breach of conditions.

- (e) A Pilot will be required to repay to the Company the costs associated with the provision of training up to a maximum of \$70,000, being the subject of the bond (and exclusive of GST), in the following circumstances:
 - (i) The Pilot resigns from employment before the completion of line training;
 - (ii) The Pilot is terminated for reasons of misconduct (whether serious misconduct or not) before the completion of line training;
 - (iii) The Pilot resigns from employment within the period specified within the bond after the completion of training;
 - (iv) The Pilot is terminated for reasons of misconduct (whether serious misconduct or not) within the period specified in the bond after the completion of line training;
 - (v) The Pilot abandons their employment at any time;
 - (vi) Any other circumstances set out in the bond, agreed between the parties.
- (f) The maximum period specified in an individual bond and agreed between a Pilot and the Company is two years (unless by mutual agreement in extraordinary circumstances). The bond will be calculated on the costs associated with the provision of training up to a maximum of \$70,000. The bond will reduce, pro-rata on a daily basis, to 50% of the original value at the end of year one. During year two the amount of the bond will then reduce, pro-rata on a daily basis, to nil at the end of year two.
- (g) Notwithstanding the above clause (f), the amount payable to the employer shall not exceed the amount of the difference between Award and Agreement entitlements (including salary, wages, allowances/payments such as meal allowances, transport allowances and leave loading) for the period of the training bond.
- (h) Any repayments to be made by the Pilot to the Company due to the operation of clause 29(e), will be payable within a period of 21 days (or such other length of time where agreed between the parties in writing), taken from the date of the termination of employment or such other date as may be agreed between the parties in writing. The Company may withhold a Pilot's final termination payment or any other remuneration owed to the Pilot in full or part satisfaction of payment owed pursuant to this clause.
- (i) Any request made by the employer for payment of the training bond or part of it shall be accompanied by a reconciliation between the Award and Agreement entitlements for the period of

the training bond, to enable clause 29(h) of the undertaking to be applied.

- (j) Having regard to the costs associated with training and development pursuant to the bond, and the career related benefits a Pilot may derive by virtue of provision of training and development in the aviation industry, the Pilots acknowledge and agree that terms in this Agreement and any bond that requires repayment to the Company of costs associated with the bond in certain circumstances, are fair and reasonable.
- (k) The Pilots further acknowledge that if a Pilot is not prepared to enter into a bond for the provision of training that is not expressly required to be provided by the Company to ensure compliance with the Civil Aviation Requirements, the Company will not be obliged to provide such training to the Pilot.
- (l) Where a Pilot receives upgrade training from Co-Pilot to Captain on the same type of aircraft, the Pilot will not be required to enter an additional bond. In these circumstances, the duration of any existing bond will remain effective from the date the Pilot was checked to line on that aircraft type as a Co-Pilot.
- (m) Where, during the period of an existing training bond period the Pilot conducts further training which is subject to a bond obligation, the subsequent bond extinguishes any existing bond.

30. Leave

30.1. Annual leave

- (a) A Pilot's entitlement to annual leave will be provided and managed in accordance with the NES.
- (b) A full-time Pilot is entitled to 42 calendar days of paid annual leave, inclusive of Saturdays, Sundays and public holidays, for each completed year of service. A week's annual leave will be seven (7) calendar days. Annual leave will accrue and be credited on a pro-rata basis. Normally annual leave must be taken in the year in which it accrues.
- (c) Where a Pilot works an equi-time roster, requests for annual leave shall be aligned with a full duty cycle. All days within the full duty cycle will count as annual leave days. For example, 4 days on/4 days off shall equal 8 days of annual leave.
- (d) The parties acknowledge that the Company's services to its Clients relate to provision of mission-critical services, requiring a minimum complement of Pilots on duty at all times. Pilots understand and agree:
 - (i) The management of annual leave is influenced by the nature of the work undertaken;
 - (ii) annual leave may not always be available when requested;
 - (iii) the Company requires a certain number of Pilots to be on annual leave at various times throughout the year to ensure annual leave balances remain manageable and to ensure adequate rest and relaxation of Pilot.
- (e) The HOFO (through Operations Staff and Base Managers) will maintain a leave plan and will

monitor the number of Pilots on leave at any one time. Pilots will be requested to submit leave requests to their Base Manager / HOFO to enable the leave roster to be maintained.

- (f) Unless exceptional circumstances arise, where leave is requested by a Pilot and approved by the Company, the Company will not revoke that leave except by mutual agreement. Where leave is revoked the following conditions will apply:
 - (i) The employee cannot be directed to take annual leave within three (3) months of the date of the initial leave application.
 - (ii) Reasonable costs associated with annual leave bookings will be reimbursed to the employee on presentation of supporting documentary evidence as requested by the Company.
- (g) It is understood that a Pilot will, over a course of a year perform work on a number of public holidays. The Company will endeavour, and where reasonably practicable, attempt to distribute duty and leave periods falling on public holidays as fairly as possible over progressive years.
- (h) The Company may direct a Pilot with annual leave in excess of eight (8) weeks to take annual leave by giving 4 weeks' notice provided that the request is reasonable and in accordance with the NES.
- (i) Where a Pilot becomes seriously ill or injured during annual leave, the duration of such serious illness or injury may be counted as personal/carer's leave to the extent that the Pilot has paid leave available. The Pilot will advise the Company as soon as practicable after the commencement of the serious illness or injury and will produce proof of the serious illness or injury to the Company within seven (7) days of return to duty.
- (j) A pilot may only be recalled to duty whilst on annual leave by mutual agreement. If a Pilot is recalled to duty whilst on annual leave, the Pilot will be credited with two (2) days' annual leave for each day of recalled duty.
- (k) Contract Specific Procedures Leave management will vary between operational contracts. In consultation with the Pilot, the Company agrees that all operational contracts will have a Local Area Supplement (or similar document) which specifies how leave is managed on that contract. The local procedure shall include detail on how to apply leave, how leave is prioritized and how leave is approved, including the timeframe in which leave must be either approved or declined.

30.2. Annual Close Down

- (a) The Company may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise concerned, provided that:
 - (i) The Company gives not less than 4 weeks' notice of intention to do so; and
 - (ii) A Pilot who has accrued sufficient leave to cover the period of the close down is allowed leave and also paid for that leave; and

- (iii) A Pilot who has not accrued sufficient leave to cover part or all of the close down is allowed paid leave for the period for which they have accrued sufficient leave, and given unpaid leave for the remainder of the close down; and
- (iv) Any leave taken by a Pilot as a result of a close down pursuant to this clause also counts as service by the Pilot with the Company; and
- (v) The Company may only close down the enterprise or part of it pursuant to this clause for one (1) or two (2) separate periods in a year.

30.3. Cashing out Annual Leave and Purchasing Additional Leave

- (a) A Pilot may cash out annual leave with the Company's approval, and only if the Pilot's remaining accrued entitlement to paid annual leave after having leave cashed out is no less than 28 days. A Pilot must put the request to cash out leave in writing. The Company will consider the request within 21 days of the request being received.
- (b) A Pilot may request to purchase up to 28 days additional leave per annum. The Company at its sole discretion will approve or reject the request. If the request is approved, the Company will adjust the remuneration paid to the Pilot over a period of 12 months from the date of approval by the Company, such that the Pilot will receive less monetary remuneration.
- (c) In the month leading up to the 12-month anniversary of approval of the request to purchase additional leave, the Pilot will inform the Company if the Pilot wishes to continue with the arrangement. Continuation of the arrangement may only occur with the Company's approval.
- (d) In the event the Pilot's employment is terminated for any reason, a reconciliation of the Pilot's earnings since the purchase of leave will be undertaken and relevant adjustments made in the Pilot's termination payment. In the event the Pilot has been overpaid, the termination pay will be reduced by the amount of the overpayment.

30.4. Parental Leave

A pilot shall be entitled to Parental Leave in accordance with the NES.

30.5. Field Leave

- (a) For training activities conducted in excess of seven (7) consecutive days away from Home Base, Pilots will accrue Field Leave.
- (b) For Pilots conducting initial type endorsement or cleared to line training, or an additional type endorsement to commence a new role or position within the Company, Field Leave accrues at one day of Field Leave for each consecutive seven (7) day period (unless otherwise mutually agreed).
- (c) For Pilots conducting recurrent or similar training in order to meet requirements of the position they currently hold, Field Leave accrues at 3 days for each seven (7) day period (unless otherwise mutually agreed).
- (d) Field Leave is to be taken directly on return from the relevant training activity where reasonable to do so, unless delayed by mutual agreement.

31. Personal, Carer's and Compassionate Leave

31.1. Taking of Personal and Carer's Leave

- (a) A Pilot's entitlement to personal leave (including sick leave and carer's leave) will be provided and managed in accordance with the NES and Company policies.
- (b) A full-time Pilot will be entitled to accrue an amount of 10 days of paid personal leave for each year of continuous service. Personal leave will accrue and be credited on a pro-rata basis each month.
- (c) A Pilot will only be entitled to paid personal leave if the day(s) requested for Personal Leave was an ordinary day that they Pilot would have been required to work or a standby day.
- (d) Pilots will be granted up to six (6) days' paid leave per year for a disability associated with upper respiratory tract infections (URTI). This leave is not cumulative. Pilots 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.
- (e) If the URTI prevents flying duties only, the Pilot may be required to report for work at Company discretion and will perform ground-based duties only. If the URTI prevents any work and the Pilot is absent for greater than two (2) days, the Pilot will provide to the Company a medical certificate specifying the nature of the URTI and the anticipated return to work date.

31.2. Inability to attend work

In the event a Pilot is unable to commence or attend for work on a particular rostered shift at the scheduled time, for whatever reason, the Pilot must notify the Company of the absence. Such notification should be given as soon as possible.

- (a) Where a Pilot is unable to attend work for medical or health reasons, the Pilot must notify the Company of the anticipated length of the absence so that alternate arrangements may be made. The Company will require the Pilot to:
 - (i) Submit leave applications for any partial or full shifts missed due to illness or injury; and
 - (ii) provide a medical certificate of any illness where the anticipated length of absence is equal to or more than 48 hours or for any single day absences where the Pilot has taken in excess of three (3) single day absences in any calendar year.
- (b) Where a Pilot is unable to attend for work due to caring responsibilities as detailed in the NES, the Pilot will be required to produce to the Company's satisfaction evidence of the illness or injury of the person being cared for by the Pilot. This may be a medical certificate or a statutory declaration. Evidence is required for each and every absence.
- (c) For the avoidance of doubt, references within this Agreement to a particular time will be a reference to local standard times as the context requires.

31.3. Compassionate leave

A pilot shall be entitled to Compassionate Leave in accordance with the NES.

32. Accident Make-Up Pay

- (a) In addition to any statutory entitlement to workers compensation, Pilots will be paid make-up pay.
- (b) The amount of make-up pay will be the difference between the workers compensation entitlement and the amount of Base salary and the following allowances that the Pilot would have received had the Pilot been at work for the period:
 - (i) Sydney allowance (if applicable);
 - (ii) HEMS Allowance;
 - (iii) Service Based allowance
 - (iv) Telephone and internet allowance;
 - (v) Loss of licence insurance;
 - (vi) CASA medical examination (if applicable).
- (c) The amount in clause 32(b) 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.
- (d) 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.
- (e) 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 injury.
- (f) Make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Pilot and the Company.
- (g) Nothing in this clause will affect the right of the Company to terminate a Pilot's employment in accordance with this Agreement. No Pilot will be terminated as a result of their having received make-up pay or as a means of avoiding make-up pay obligations.
- (h) In the event that a 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 the said injury and will have no further make-up pay entitlements in respect of the injury.
- (j) 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.

33. Long Service Leave

The Pilot's entitlement to long service leave will be provided and managed in accordance with applicable State or Territory legislation. Where a Pilot is employed to perform work outside of Australian Territories, the applicable state legislation will be the state or territory of the Pilot's principal place of residence at the time that the entitlement to long service leave applies.

34. Community Service Leave

A pilot shall be entitled to Community Service and Jury Service Leave in accordance with the NES.

35. Family and Domestic Violence Leave

A pilot shall be entitled to Family and Domestic Leave in accordance with the NES.

36. Uniforms

- (a) The Pilot is required to wear a Company uniform as part of their duties and it will be provided by the Company.
- (b) The uniforms will remain the property of the Company and are to be returned on termination of employment.
- (c) Uniform items that are damaged or worn out as part of normal duties will be replaced or repaired at the Company's expense. Management of this process will occur at Base level.
- (d) Pilots are to ensure that uniforms are cared for and maintained by the Pilot in an appropriate manner and a high standard of corporate appearance is maintained.

37. Termination of Employment

- (a) A Pilot's employment may be terminated by either the Company or a Pilot, by the giving of four (4) weeks' notice to the other party, in writing or summarily by the company in the event of serious misconduct. The Company can, at its discretion, make a payment to a Pilot in lieu of part or all of the notice required under this clause.
- (b) If a Pilot is aged over 45 years of age and has been engaged by the Company for 2 or more years on a continuous basis, the amount of notice or payment in lieu set out in clause 35 (a) will be increased by One (1) week.
- (c) If a Pilot leaves during the notice period, the Pilot forfeits an amount equal to their salary for the period not worked.
- (d) At a Pilot's request, the Company may at its discretion waive some or all of the notice period required to be provided by a Pilot under clause 37. Without limiting the matters which the Company can take into account when exercising this discretion, the Company will have regard to the Pilot's conduct concerning his or her departure, including the extent to which the Pilot has foreshadowed their departure to the Company, and any personal or extenuating circumstances.

- (e) On termination of the employment by either party, the Pilot must return all property of the Company which is in their possession. In instances where outstanding property is not returned, the financial value of that property will be assessed by the Company and will, subject to applicable law, be deducted from the final payment of monies made to the Pilot.
- (f) Termination of employment may be affected where the Company is directed by a Client to remove the Pilot from a service provided to the Client. If a Pilot's employment is terminated under these conditions, the Pilot will be entitled to the severance provisions in accordance with clause 39 of this Agreement, unless the reason for removal was for conduct that, following an appropriate investigation would otherwise warrant disciplinary action by the Company, then only the notice of termination period will apply.
- (g) In the event the Pilot becomes unable to hold an Australia-wide ASIC or other required security approval, the employment will be considered terminated at the Pilot's initiative, and the employment will end on the day the Pilot informs the Company that he or she is unable to hold the relevant ASIC or approval.

38. Abandonment of employment

- (a) The absence of a Pilot from work for a continuous period exceeding 1 week without the Company's consent or without prior notification to the Company will be evidence the Pilot has abandoned their employment.
- (b) Termination of the employment as a result of abandonment will operate from the date of the last attendance at work or the last day's absence in respect of which notification was given to the Company, whichever is later.

39. Redundancy

- (a) If a Pilot's employment is terminated:
 - (i) at the Company's initiative because the Company no longer requires the job done by the Pilot to be done by anyone, except where due to the ordinary and customary turnover of labour; or
 - (ii) because of the insolvency or bankruptcy of the Company

The Pilot will be entitled to redundancy pay in accordance with and subject to the terms of the NES for the Pilot's ordinary hours of work and at the base rate of pay.

- (b) A Pilot whose employment is to be terminated by reason of redundancy, shall be provided with the opportunity to renew their instrument rating qualification, as required by the Company immediately prior to the Pilot's termination where such rating is due to expire with 3 months of the date of termination, at the Company's expense.

40. Mental Wellbeing of Pilots

40.1. Trauma Support

In the event a Pilot, in the course of his or her duties is exposed to a traumatic event, the Pilot may

request or will be required to undertake trauma support at the direction of the Company. The trauma support will be paid for by the Company, and attendance in any meetings or telephone calls will be paid by the Company.

40.2. Psychiatric Evaluation

- (a) Pursuant to clause 15.4(xv), it is incumbent on a Pilot to disclose to the Company any mental or psychiatric disorder or condition that a Pilot may be suffering.
- (b) At the Company's discretion, the Company may require a Pilot to undertake psychiatric evaluation with a suitable, independent medical examiner to determine a Pilot's continued suitability for the work. An evaluation will be paid for by the Company, and the results discussed with the Pilot before any decision is made as to the Pilot's ongoing suitability to the work.

41. Union Activity

- (a) The Company recognises those permanent employees that are duly elected by the employees at the site as the on-site representatives of the Union.
- (b) The company shall fully recognise one pilot per contract with a maximum of four union representatives.
- (c) Two pilot representatives will be recognised for the NSW/ACT HEMS contract.
- (d) The company and pilot representative will seek to arrange coverage for a Pilot when engaged on applicable representational duties, where possible not impacting the pilots equi-time roster.
- (e) Where required and reasonably able, the Company and the pilot representatives will implement a quarterly committee to encourage two-way communication between appropriate Company representatives and Pilots. Such committee will not replace the consultation provision of the Agreement.
- (f) During any enterprise agreement negotiations or committee meetings, the Company agrees that at least two pilot Union representatives will be present for each meeting.

42. Confidential information

- (a) By accepting employment with the Company, each Pilot has agreed that:
 - (i) The property of the Company includes all information (including trade and business secrets) that relates to the affairs or business of the Company, other than information already in the public domain or which is required by law to be disclosed, which comes into the Pilot's possession in the course of and by reason of their employment with the Company ("Confidential Information");
 - (ii) without limiting the generality of the definition in clause 42, Confidential Information will include any information as to the development, content, substance or utilization of trade secrets;
 - (iii) the Confidential Information has been and will continue to be acquired by the Company

at the Company's initiative and expense;

- (iv) the Company has spent and will continue to spend effort and money in establishing and maintaining the Confidential Information;
 - (v) a Pilot will not, during their employment, except as authorised in the proper course of their employment, or as required by law, use, or disclose to any person, any Confidential Information, nor will the Pilot retain or use any documents or material (whether paper, digital or other medium for the storage of information) which contain any Confidential Information. A Pilot will also use their best endeavours to prevent the unauthorised use or disclosure of any Confidential Information by anybody else;
 - (vi) a Pilot will not at any time after their employment ends, except as required by law, use or disclose to any person, any Confidential Information, nor will the Pilot retain or use any documents or material (whether paper, digital or any other medium for the storage of information) which contain any Confidential Information. A Pilot will also use their best endeavours to prevent the unauthorised retention or use of any documents or material containing any Confidential Information by anybody else;
 - (vii) any information that comes into a Pilot's possession during their employment that is relevant to the employment with or any business that the Company may be involved in (including its Related Bodies Corporate) will be immediately communicated to the Company;
- (b) If a Pilot breaches any of the obligations contained in this clause the Company will be entitled to orders in an appropriate Court requiring compliance with the obligations, and the Pilots acknowledge that the Company may need to seek such orders without prior notice to the Pilot.
 - (c) Any breach of a Pilot's obligations under this clause 42 will be considered serious misconduct and will be grounds for summary dismissal.

1. Schedule 1

1.1. Schedule Minimum rates of pay

The following minimum rates of pay and allowances will apply for the life of the Agreement. Any rates and allowances paid greater than those contained in Schedule 1 shall be at the Company's discretion and will be communicated directly with each Pilot.

Remuneration – Multi Engine IFR NVIS Captain

First pay period on or after	Base Salary per annum	Hourly overtime rate (Per Hour)	Working an RDO – per 12 hr shift/day	Working RDO public holiday cover – clause 20(c)
1-Apr-22	\$128,668	\$119	\$774	\$1,161
1-Apr-23	\$134,458	\$124	\$809	\$1,214
1-Apr-24	\$139,836	\$129	\$841	\$1,262
1-Apr-25	\$145,430	\$134	\$875	\$1,313

Remuneration – Multi Engine Day VFR Captain

First pay period on or after	Base Salary per annum	Hourly overtime rate (Per Hour)	Working an RDO – per 12 hr shift/day	Working RDO public holiday cover – clause 20(c)
1-Apr-22	\$109,606	\$102	\$654	\$982
1-Apr-23	\$114,539	\$106	\$684	\$1,026
1-Apr-24	\$119,120	\$111	\$711	\$1,067
1-Apr-25	\$123,885	\$115	\$739	\$1,110

1.2. Schedule Casual Pay Rates per hour:

First pay period on or after	Multi Engine IFR NVIS Captain hourly	Multi Engine Day VFR Captain hourly
1-Apr-22	\$97	\$83
1-Apr-23	\$101	\$87
1-Apr-24	\$105	\$90
1-Apr-25	\$109	\$94

1.3. Schedule Work Hours

- (a) The remuneration payable in this schedule is for the performance of 38 hours ordinary hours per week averaged over 52 weeks of the year. The nature of the applicable operating Contract will determine the required roster to be worked at each workplace. This may include equi-time rosters. Pilots commencing employment with the Company subject to this Schedule will be informed of the roster.
- (b) Overtime will only be paid where a Pilot's hours of work extend past the rostered finish time for an operational shift. Overtime is paid on a per minute basis.
- (c) Any overtime payable in each operating Contract will be at the direction of the Company, and base operating instructions will help guide any applicable work required at the end of shift.

1.4. Schedule Duty Travel Allowance (DTA)

		Per hour or part thereof
1	Meals not provided	\$7.23
2	Meals provided	\$2.63

The DTA includes incidentals and will be subject to change in accordance with the rates set by the ATO.

1.5. Schedule Service Based Allowance

- (a) A Pilot will receive a service based allowance payment, commencing from when that pilot was originally "cleared to line" to operate on a Toll contract, flying MEIFR and NVG operations (or Day VFR if earning per appropriate table above). For e.g. Year 2+ commences after completion of 2 full years since cleared to line.
- (b) This allowance will be paid in equal monthly instalments in line with other annual allowances. This allowance will be payable from the 1 March 2022.

Years of Service	Per annum
Year 2 and 3	\$2,000.00
Year 4 and 5	\$4,000.00
Year 6 and 7	\$6,000.00
Year 8 and 9	\$11,500.00
Year 10 and above	\$13,000.00

1.6. Schedule Other Allowances

- (a) A pilot will be reimbursed the cents per kilometre rate as set by the ATO for use of their own vehicle, where prior approval has been obtained by the company delegate. Please note the km rate will only be payable in the event the travel is further than the pilots standard travel to their respective Home Base.

- (b) Where a pilot is required to complete a CASA Class 1 medical examination, the Company will reimburse upon production of receipts for baseline CASA requirements only.
- (c) The company will reimburse Loss of license insurance on production of receipts at the following rates:

Year	Reimbursement Amount
1-Apr-21	\$3,471
1-Apr-22	\$3,645
1-Apr-23	\$3,809
1-Apr-24	\$3,961
1-Apr-25	\$4,119

2. Schedule 2

Pilots employed to perform work on the NSW/ACT Helicopter Emergency Medical Services (HEMS) contract.

Where the Company requires Pilots to perform work on the NSW/ACT HEMS contract, the following conditions shall apply:

2.1. Schedule Remuneration

The base salary below provides compensation for all rostered hours worked as per the roster in schedule 2.4 Work Hours (a).

First pay period on or after	Base Salary per annum	Hourly overtime rate	Working an RDO – per 12 hr shift rate	Working RDO public holiday cover – clause
1-Apr-22	\$174,590	\$162	\$1,122	\$1,684
1-Apr-23	\$182,446	\$169	\$1,173	\$1,760
1-Apr-24	\$189,744	\$176	\$1,220	\$1,830
1-Apr-25	\$197,334	\$183	\$1,269	\$1,904

NSW/ACT HEMS additional payment:

The HEMS Allowance is paid pro-rata per annum for full-time employees who are checked to line on the HEMS operations on the NSW/ACT Contracts.

First pay period on or after	HEMS
1-Apr-22	\$16,538
1-Apr-23	\$17,282
1-Apr-24	\$17,973
1-Apr-25	\$18,692

Pilots who are employed as part-time or maximum-term employees will receive a pro-rata amount of the NSW/ACT HEMS additional payment per annum payment relative to their ordinary hours of work against a full-time Pilot's 38 ordinary hours per week.

If, after six months from the employee's commencement date, the employee has not become checked to line on the NSW/ACT Contracts, and the delay in qualification is not attributable to the employee or their

performance during training, the HEMS allowance shall apply, and be paid, to the employee effective from that six month post-employment date.

2.2. Schedule Admin / Casual Pay Rates per hour:

The rates below apply to:

- (i) Casual employees
- (ii) Permanent employees conducting voluntary administrative work on an RDO (not working on or training for the line) working from home or home base.

First pay period on or after	PILOTS
1-Apr-22	\$130
1-Apr-23	\$135
1-Apr-24	\$141
1-Apr-25	\$147

2.3. Schedule Service Based Allowance

- (a) A Pilot will receive a service-based allowance once the employee has completed the following years of service. Dates will be calculated on each individual pilots anniversary from time cleared to line on a MEIFR and NVIS operation. For e.g. Year 2+ is payable once 2 clear years have been performed post cleared to line.
- (b) Where there is not continuous service, the presumption is this supplementation resets to zero. Where an employee has left and re-joins Toll, or has previous HEMS or aircraft type experience, it is at the sole discretion of the Company if any prior years of service or experience is recognised, which would be agreed prior to commencing employment.
- (c) This allowance will be paid in equal monthly instalments in line with other annual allowances. This allowance will be payable from the 1 March 2022.

Years of Service	Per annum
Year 2 and 3	\$2,000.00
Year 4 and 5	\$4,000.00
Year 6 and 7	\$6,000.00
Year 8 and 9	\$11,500.00
Year 10 and above	\$13,000.00

2.4. Schedule Work Hours

- (a) The NSW/ACT HEMS roster is a 2 day on, 2 night on, 4 day off, 12/12-hour roster (subject to change by Client or CASA direction).
- (b) Overtime will only be paid where a Pilot's hours of work extend past the rostered finish time for an operational shift. Overtime to be paid on a per minute basis per the agreed hourly rate.
- (c) Any overtime payable is limited to 30 minutes after arrival back at base from any operational or training task.

2.5. Schedule Classification Allowances where applicable

Classification allowances are only payable where the Company has informed the Pilot in writing of the relevant classification below. The allowances are calculated with reference to the Base Salary in the table within S2.1 above. In the event the Pilot's classification below is withdrawn at any time at Company discretion, the allowances below will no longer apply. A period of 3 months' notice will be provided by the company to remove the allowance.

Classification Allowance	Rate
Flight Examiner	18%
Training and Checking Pilot	13%
Line Check Pilot	8%
Line Training Pilot	6%
Supervisory Pilot	0%
Base Manager (3 or more aircraft)	\$25,000 p. a
Assistant Base Manager (3 or more aircraft)	\$13,000 p. a
Base Manager (2 or less Aircraft)	\$20,000 p. a
Assistant Base Manager (2 or less Aircraft)	\$10,000 p. a
Base Flight Safety Officer	\$5,000 p. a
Type Technical Pilot	Up to \$8,000 of the value of Base salary per annum may be used to fund professional development with the approval of the Company relevant to the duties required to be performed by the Type Technical Pilot (if appointed, which is at Company discretion).

The allowances above are in full compensation for any extra duties required to fulfil the role/duties. Overtime is only payable when completing a shift extension on an operational shift. A Pilot will be appointed to a classification in writing, such appointment will confirm the expected duration.

2.6. Schedule Duty Travel Allowance

		Per hour or part thereof
1	Meals not provided	\$7.23
2	Meals provided	\$2.63

The DTA Allowance includes incidentals and will be subject to annual adjustment in accordance with the rates set by the ATO as applicable.

- (a) The Duty Travel Allowance (DTA) is payable from the time a Pilot is required to leave Home Base until return, but not payable on normal operational shifts terminating at Home Base.
- (b) For duty air travel, DTA payable from scheduled departure time of flight minus one hour, until actual time of arrival of return flight back at airport.
- (c) For duty travel via road, DTA payable from time of pickup or departure from residence until return to residence.

2.7. Schedule Unplanned ODP Away from Home or Originating Base

- (a) In the event of a contingency necessitating that a Pilot's shift terminates away from the Home Base, the location from which the shift originated or the location where the shift was planned to terminate, causing an unplanned ODP away, the Pilot will be entitled to claim overtime in accordance with clause 18.2 for non-rostered hours before and after the ODP, or the amount for Working an RDO – 12-hour shift as referred to in schedule 2.1, whichever is greater.

2.8. Schedule Other Allowances

- (a) Sydney Allowance: \$10,000 per annum, paid pro rata, and paid in addition to the Base Salary. This allowance is payable on a pro rata basis to pilots with Bankstown as their Home Base. This allowance is still payable during a temporary transfer or redeployment, provided the Pilot's primary Home Base remains Sydney. This allowance will be payable to Pilots employed as full-time employees. Pilots who are employed as part-time or maximum-term employees will receive a pro-rata amount of the \$10,000 per annum payment relative to their ordinary hours of work against a full-time Pilot's 38 ordinary hours per week. This allowance will not be payable to casual employees.
- (b) Telephone and internet allowance: \$50 per month
- (c) International layover and meal allowance will be \$150 per event (overnight). This payment is in lieu of the Duty Travel Allowance.
- (d) ASIC renewals will be supplied by the Company.
- (e) Vaccinations (if required) for Company travel: Reimbursed

- (f) A pilot will be reimbursed the cents per kilometre rate as set by the ATO for use of their own vehicle, where prior approval has been obtained by the company delegate. Please note the km rate will only be payable in the event the travel is further than the pilots standard travel to their respective Home Base.
- (g) Where a pilot is required to complete a CASA Class 1 medical examination, the Company will reimburse upon production of receipts for baseline CASA requirements only.
- (h) The company will reimburse Loss of license insurance on production of receipts at the following rates:

Year	Reimbursement Amount
1-Apr-21	\$3,471
1-Apr-22	\$3,645
1-Apr-23	\$3,809
1-Apr-24	\$3,961
1-Apr-25	\$4,119

- (i) Travel that is done under regular shift patterns at home base or for scheduled training is excluded from travel entitlements. Travel entitlements for other travel is per below – please note distances are from base to base (i.e. work location to work location):
 - (i) *For travel > 300km. 1 day off in lieu for each day of travel*
 - (ii) *For travel < 300km. ½ day off in lieu for each day of duty travel*
 - (iii) *For travel between Bankstown and Wollongong. 2 hours at the overtime rate. Only where a Pilot's travel is greater than it would otherwise have been to his designated home base (not including a requirement to travel to home base to collect personnel flying equipment).*
 - (iv) *By mutual agreement and subject to the Pilot not refusing a reasonable request, TOIL will be rostered within two months' of the shift pattern away or paid at the Working an RDO - per 12 hr shift rate.*
- (j) Alternate Accommodation Allowance – Applicable in all NSW Base Locations (see Clause 24 c). Where DTA is otherwise payable, this amount paid is in addition to DTA:
 - (i) *\$120/night where pilot sources own accommodation on multi-day work trip away from home base (please note no other expenses will be reimbursable i.e. hire car or taxi to get from Alternative Accommodation to base).*

43. Signatory Page

Signed by Toll Transport Pty Limited trading as Toll Remote Logistics by a duly authorised officer in the presence of:

Louise Elks, Senior Manager, Human Resources

T.O'Doherty

Witness

de

Signature of Authorised Officer

Tom O'Doherty

Name

Louise Elks, Senior Manager, Human Resources

Full Name and Title

14/08/2023

Date

16 Terrace Place, Murarrie QLD 4172

Address

14/08/2023

Date

Signed by the Australian Federation of Air Pilots (AFAP) for and on behalf of the Pilots:

[Signature]

Witness

[Signature]

Signature of Authorised Officer

SARAH CRICKSHANK

Name

DAVID STEPHENS SNR INDUSTRIAL OFFICER

Full Name and Title

14.8.2023

Date

132-136 ALBERT ROAD ST M ELB

Address

14.8.2023

Date



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Toll Holdings Limited
ABN 25 006 592 089

25 August 2023

Commissioner Johns OAM
Fair Work Commission
11 Exhibition Street, Melbourne Victoria 3000
GPO Box 1994, Melbourne Victoria 3001

Delivered by email

Dear Commissioner

Re: AG2023/2757 Toll Helicopters Pilots Enterprise Agreement 2022

I, James Morley, Group General Manager ER/IR, have the authority, given to me by Toll Transport Pty Limited (**Toll**) to give the following undertakings with respect to the *Toll Helicopters Pilots Enterprise Agreement 2022 (Agreement)*.

1. **Clause 38 Abandonment of Employment:** This clause shall operate in accordance with Sections 117-123 of the Act.
2. **Casual employees:** Toll will perform a monthly reconciliation to ensure the amount of remuneration paid by Toll to casual employees under the agreement is more than would have been applicable under the Award.

These undertakings are provided on the basis of matters raised by the Commission in respect of this application.

Yours Sincerely,

James Morley
GROUP GENERAL MANAGER
EMPLOYEE AND INDUSTRIAL RELATIONS