

**From:** Andrew.Wydanski@ashurst.com <Andrew.Wydanski@ashurst.com>  
**Sent:** Friday, 20 December 2019 4:41 PM  
**To:** Chambers - Hatcher VP <Chambers.Hatcher.VP@fwc.gov.au>  
**Cc:** Vince.Rogers@ashurst.com; chris.ridings@emaconsulting.com.au; Kate Thomson <kate.thomson@ablawyers.com.au>; gabriel.miller@amwu.org.au; Kate Thomson <kate.thomson@ablawyers.com.au>; Anne.Donnellan@amwu.org.au; kyle.scott@ablawyers.com.au; chris.ridings@emaconsulting.com.au; Natalie.Dabarera@unitedvoice.org.au; smiller@afap.org.au; david@afap.org.au; chris@afap.org.au; AMOD <AMOD@fwc.gov.au>  
**Subject:** RE: AM2016/3: Proposed Helicopter Aircrew Award and/or Proposed Variation of Air Pilots Award 2010

Dear Associate

Please find **attached** copies of:

- The amended "Air Pilots and Aircrew Award 2010", with our client's proposed changes in mark-up; and
- Joint submission from BMCSA and CHC regarding the proposed variation of the Air Pilots Award 2010.

We note our client's amendments were based on an earlier draft provided to our client by the AMWU.

Today we received a further amended award from the AMWU, which we and our clients were unable to fully consider in the short time available. We have therefore kept the amendments as per the earlier version provided to us by the AMWU, and our clients do not necessarily accept any subsequent changes made by the AMWU to their draft.

Kind regards

**Vince Rogers**

Partner

[vince.rogers@ashurst.com](mailto:vince.rogers@ashurst.com)

**Ashurst**

D: +61 7 3259 7285 | M: +61 408 184 466

**Andrew Wydanski**

Senior Associate

[andrew.wydanski@ashurst.com](mailto:andrew.wydanski@ashurst.com)

**Ashurst**

D: +61 7 3259 7030 | M: +61 409 668 468

---

Ashurst Australia, 123 Eagle Street, Brisbane, QLD 4000  
Australia

T: +61 7 3259 7000 | F: +61 7 3259 7111 | DX 388 Brisbane

Visit our new website at [www.ashurst.com](http://www.ashurst.com) | [Global coverage](#)

**LEGAL WEEK LAW FIRM OF THE YEAR** [Read more](#)

**FAIR WORK COMMISSION**

**AM2016/3 – Proposed Helicopter Aircrew Award and/or Proposed Variation to Air Pilots Award 2010**

**Four yearly review of modern awards**

**Joint submission on behalf of**

**Babcock Mission Critical Services Australasia Pty Ltd and Lloyd Helicopters Pty Ltd**

1. This joint submission is made on behalf of Babcock Mission Critical Services Australasia Pty Ltd, formerly Australian Helicopters Pty Ltd (**BMCSA**), and Lloyd Helicopters Pty Ltd trading as CHC Helicopters Australia (**CHC**) in support of their alternative proposed variation to the *Air Pilots Award 2010* (**Proposed Variation**) submitted to the Fair Work Commission on 20 December 2019 in accordance with the Directions issued on 22 November 2019.
2. This submission responds the draft proposed variation to the *Air Pilots Helicopter Aircrew Award 2010* (**AMWU-Proposed Variation**) submitted by the Australian Manufacturing Workers' Union (**AMWU**) dated 20 December 2019.
3. As directed by the Commission, BMCSA and CHC have attempted to reach a consensus position with AMWU on the proposed Variation. As such, a decision has been taken not to oppose many of the inclusions in the AMWU-Proposed Variation. Although BMCSA and CHC should not be taken to be actively supportive of those inclusions, BMCSA and CHC are prepared to concede those matters in the interests of efficiency, pragmatism and achieving consensus between the parties. The draft variation submitted by BMCSA and CHC should therefore be taken as constituting a “not opposed” position rather than an “agreed” position.
4. This submission is focussed on those areas where a consensus could not be reached, and which therefore remain contentious between the parties.
5. BMCSA and CHC have made previous submissions on all remaining contested areas and continue to rely on those.<sup>1</sup> For the Commission’s convenience, this submission summarises them and clarifies BMCSA and CHC’s current position on them.
6. For convenience, these submissions address the contested areas in the same order as they appear in the Proposed Variation.

<sup>1</sup> See for example BMCSA submission dated 6 December 2017; BMCSA submission dated 20 April 2018; CHC submission dated 3 July 2018; and BMCSA submission dated 17 August 2018.

Lodged on behalf of:	Babcock Mission Critical Services Australasia Pty Ltd (BMCSA) and Lloyd Helicopters Pty Ltd trading as CHC Helicopters Australia (CHC)
Address for Service:	Tel: (07) 3259 7285 / (07) 3259 7030
Ashurst Australia	Fax: (07) 3259 7111
Level 38, 123 Eagle Street	Email: vince.rogers@ashurst.com /
Brisbane QLD 4000	andrew.wydanski@ashurst.com
	Ref: VR ANWY 1000 059 729

### **Fitness allowance (Schedule F.4.2(c))**

7. The AMWU has failed to provide evidence that demonstrates that a "fitness allowance" is "necessary" for inclusion in the Proposed Award, within the meaning of section 138 of the Act.
8. A "fitness allowance" is not included in the Air Pilots Award, and no evidence has been presented that it is included in any modern award. It is instructive that the AMWU was unable to identify any modern awards for other occupations that provided for fitness allowances.<sup>2</sup>
9. The provisional view of the Full Bench in [2019] FWCFB 4748 was that such an allowance is not likely to be suitable for a modern award safety net.<sup>3</sup>
10. Accordingly, BMCSA and CHC submit that a fitness allowance should not be included.
11. The primary reference to the entitlement is in Schedule F.4.2.(c) of the AMWU-Proposed Variation.

### **Income protection insurance (Schedule F.4.3)**

12. Income protection insurance is not an appropriate matter for inclusion in a fair and relevant minimum safety net, particularly when they are not restricted to work-related claims, and as such are matters better suited to enterprise bargaining.
13. Income protection insurance not permitted by section 139 and cannot be properly characterised as an allowance within the ambit of section 139(1)(g).
14. The proposed income protection insurance claimed is not the equivalent of the "loss of licence" insurance in the Air Pilots Award, because aircrew are not licenced. BMCSA and CHC further submit that loss of licence insurance is a peculiar, occupation-specific insurance scheme for pilots, whose introduction predates the introduction of the modern award regime, while no such scheme has historically existed for aircrew.
15. This is further bolstered by the provisional view of the Full Bench in [2019] FWCFB 4748 was that such a feature is not likely to be suitable for a modern award safety net.<sup>4</sup>
16. Accordingly, BMCSA and CHC submit that income protection insurance should not be included.

### **Annual Leave (cl 27.2)**

17. The AMWU-Proposed Variation includes the same entitlement to annual leave as pilots. It exceeds the entitlement in the National Employment standards ("NES").

---

<sup>2</sup> See AMWU submission dated 17 August 2018 at paragraphs [43] to [85].

<sup>3</sup> [2019] FWCFB 4748 at paragraph [67](2).

<sup>4</sup> *Ibid.*

18. The submission of BMCSA and CHC is that it is not necessary for the modern award objective for helicopter aircrew to have annual leave in excess of the NES.
19. BMCSA has made extensive previous submissions in support of its view that the provisions for annual leave, public holidays and touring employees rosters are inter-related in the Air Pilots Award and cannot be taken in isolation from each other.<sup>5</sup> We make a summarised submission on that below.

***Public Holidays (cl 31.1)***

20. BMCSA has made extensive previous submissions in support of its view that the provisions for annual leave, public holidays and touring employees rosters are inter-related in the Air Pilots Award and cannot be taken in isolation from each other.<sup>6</sup> We make a summarised submission on that below.

***Interaction of hours of work, annual leave, public holidays and the NES***

21. The question posed by the Full Bench in [2019] FWCFB 4748 was:

...what existing provisions of the Air Pilots Award might appropriately apply to helicopter aircrew and what modifications might be necessary in order for that award to cover helicopter aircrew in a way consistent with the modern awards objective.<sup>7</sup>
22. BMCSA and CHC submit that if an existing award is to be modified to cover the helicopter aircrew then only those modifications that are necessary should be entertained. The starting point should be the existing provision.
23. We confirm BMCSA's previously-submitted proposition that if the helicopter aircrew are to have the same annual leave as pilots and if tourers work the same pattern of a 15 day on 13 days off roster as the pilots, then their proposed award should reflect the totality of that arrangement by including the reciprocal clauses from Schedule E.6.5(d) and (e) of the Air Pilots Award.<sup>8</sup>
24. The AMWU has offered no reason consistent with the modern awards objective as to why it is necessary to delete Schedule E.6.5(d) and (e) of the Air Pilots Award when applied to helicopter Aircrew.

***Schedule F***

25. We have provided a marked-up version of the AMWU-proposed Variation with:
  - (a) areas of disagreement deleted or modified;
  - (b) explanatory comments inserted; and

---

<sup>5</sup> See for example Transcript of 20 July 2018, PN 865 to 866 and BMCSA submission dated 17 August 2018 at paragraphs [20] to [21].

<sup>6</sup> Ibid.

<sup>7</sup> [2019] FWCFB 4748 at paragraph [71].

<sup>8</sup> BMCSA submission dated 17 August 2018 at paragraph [20].

- (c) greater consistency with the existing Schedule E provisions.

**Overtime**

- 26. BMCSA and CHC have consented to the including of an overtime concept for helicopter aircrew, either as part of a variation to the Air Pilots Award or as part of a stand-alone award.
- 27. However, we submit that there is no justification consistent with the modern awards objective for overtime on a rostered day off to be uniformly set at double time for all overtime hours worked.

***Other Areas of the AWMWU-Proposed Variation where alternative language is proposed***

- 28. There are areas in the Proposed Variation where BMCSA and CHC propose different words to the AMWU to express an intent reached by consensus. These are marked-up and in the main should be self-explanatory.

**Ashurst Australia  
Solicitors for Babcock Mission Critical Services Australasia Pty Ltd and Lloyd  
Helicopters Pty Ltd**

20 December 2019

## Proposed changes

# Air Pilots and ~~Helicopter Aircrew~~ Award 2010

Formatted: Header

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 28 August 2019 ([PR711489](#), [PR711781](#)).

Clause(s) affected by the most recent variation(s):

7—Individual flexibility arrangements

9—Consultation about major workplace change

9A—Consultation about changes to rosters or hours of work

10—Dispute resolution

12—Termination of employment

13—Redundancy

Schedule C—Classifications, Minimum Salaries and Additions to Salaries—Regional Airlines

## Table of Contents

[Varied by [PR991553](#), [PR532630](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR57369](#), [PR609363](#), [PR701448](#), [PR711489](#)]

<b>Part 1— Application and Operation</b> .....	<b>4</b>
1. Title .....	4
2. Commencement and transitional .....	4
3. Definitions and interpretation .....	5
4. Coverage .....	9
5. Access to the award and the National Employment Standards .....	9
6. The National Employment Standards and this award .....	9
7. Individual flexibility arrangements .....	10
8. Facilitative provisions .....	11
<b>Part 2— Consultation and Dispute Resolution</b> .....	<b>12</b>
9. Consultation about major workplace change.....	12
9A. Consultation about changes to rosters or hours of work.....	13
10. Dispute resolution .....	14
<b>Part 3— Types of Employment and Termination of Employment</b> .....	<b>14</b>
11. Types of employment .....	14
12. Termination of employment.....	18

Air Pilots and ~~Crew~~ Helicopter Aircrew Award 2010

13.	Redundancy.....	20
<b>Part 4— Minimum Wages and Related Matters .....</b>		<b>22</b>
14.	Classifications.....	22
15.	Change of pilot category/classification.....	22
16.	Training—classifications.....	23
17.	Transfers.....	24
18.	Minimum wages.....	25
19.	Allowances .....	26
20.	Payment of wages.....	30
21.	District allowances .....	31
22.	Accident pay.....	31
23.	Superannuation.....	33
<b>Part 5— Hours of Work and Related Matters .....</b>		<b>34</b>
24.	Hours of work, days off and rest periods.....	34
25.	Rostering .....	38
26.	Breaks.....	39
26A.	Requests for flexible working arrangements .....	39
<b>Part 6— Leave and Public Holidays .....</b>		<b>40</b>
27.	Annual leave.....	40
28.	Personal/carer’s leave and compassionate leave.....	43
29.	Community service leave .....	45
30.	Parental leave .....	45
31.	Public holidays.....	45
32.	Leave to deal with Family and Domestic Violence.....	45

Schedule A —Transitional Provisions.....	48
Schedule B —Classifications, Minimum Salaries and Additions to Salaries—Airlines/General Aviation 54	
Schedule C —Classifications, Minimum Salaries and Additions to Salaries—Regional Airlines .....	59
Schedule D —Sector Specific Conditions—Aerial Application Operations.....	67
Schedule E —Sector Specific Conditions—Helicopter Operations .....	71
Schedule F —Sector Specific Conditions—Helicopter Operations.....	85
Schedule G —Part-day Public Holidays .....	100
Schedule H —Agreement to Take Annual Leave in Advance .....	101
Schedule I —Agreement to Cash Out Annual Leave.....	102

DRAFT

This award does not come into force until 1 January 2010

Formatted: Left, Space After: 0 pt, Line spacing: Exactly 9 pt

3

3



## Part 1—Application and Operation

### 1. Title

This award is the *Air Pilots and ~~Helicopter Aircrew~~ Award 2010*.

### 2. Commencement and transitional

[Varied by [PR991553](#), [PR542166](#)]

**2.1** This award commences on 1 January 2010.

**2.2** The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

**2.3** This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542166](#) ppc 04Dec13]

**2.4** Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542166](#) ppc 04Dec13]

**2.5** The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542166](#) ppc 04Dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR994421](#), [PR997772](#), [PR997787](#), [PR503663](#), [PR546017](#)]

#### 3.1 In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

**addition to salary** means a payment in addition to the ~~pilot's~~ employee's minimum salary, which is regarded as salary for all purposes as if part of salary, other than the payment of commission for aerial application operations

**aerial application** means a flight for the purpose of applying application material, including any flight in support of such operations such as inspection of a work area, pilot training or checking, training of another crew member, travel from a landing area to a work area and back, carriage of a passenger as permitted by CASA regulations, or preparation for any of the above activities. Aerial application includes all operations previously called agricultural operations.

[Definition of **agreement-based transitional instrument** inserted by [PR994421](#) from 01Jan10]

**agreement-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**airline operation** means employers operating aircraft for the purposes of providing commercial scheduled passenger and freight air transport services in, and from a base in Australia, excluding regional airlines

**application material** means fertiliser, trace elements, seeds, baits, water, pesticides or other material

**appropriate accommodation** means accommodation which is at a minimum, quiet and free from factors which may reduce adequate rest and provides a separate room with air conditioning and heating for each ~~pilot~~ employee

**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**CAO** means Civil Aviation Orders made under subsection 98(4A) or referred to in subsection 98(5) of the *Civil Aviation Act 1988* (Cth)

**CAR** means Civil Aviation Regulations

**CASA** means Civil Aviation Safety Authority

**check pilot** means a pilot who is approved by CASA to conduct, and who does so conduct, flight proficiency tests for the issue and renewal of pilots' approvals, ratings, licences, and who certifies to the competency of pilots so tested

**Air Pilots and Helicopter Aircrew Award 2010**

**chief flying instructor** means the instructor appointed by a school and approved by CASA to carry out the function of chief flying instructor, or chief pilot at the school rating level specified on the flying school licence issued to the school by CASA

**chief pilot** means the pilot appointed by the employer and who is approved by CASA to perform the duties and responsibilities of the chief pilot

**continuous service** means service which includes all approved absences under the award and other employer and ~~pilot~~ employee agreed absences

[Definition of **default fund employee** inserted by [PR546017](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546017](#) ppc 01Jan14]

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503663](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503663](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

**employee** means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

**employer** means national system employer within the meaning of the Act

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR546017](#) ppc 01Jan14]

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**first officer** means a pilot who is appointed as first officer by the employer and who currently is licensed by CASA to act as second or third in command of an aircraft requiring two or more pilots

**flight instructor Grade I** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by CASA with a Grade I Instructor rating and who is required by their employer to exercise the privileges of their rating and whose duties include flight instruction

**flight instructor Grade II** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by CASA with a Grade II Instructor rating, or Grade I Instructor

**Air Pilots and Helicopter Aircrew Award 2010**

rating and who is required by their employer to exercise the privileges of their rating and whose duties include flight instruction

**flight instructor Grade III** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by CASA with a Grade III Instructor rating and who is required by their employer to exercise the privileges of their rating and whose duties include flight instruction

**general aviation employer** means an employer in the industry of operating aircraft for purposes other than providing commercial scheduled passenger and freight air transport services, including non-scheduled commercial air transport (private, business, and instructional flying) in, and from a base in, Australia but not including aerial application operations or helicopter operations

[Definition of **home base** deleted by [PR997787](#) from 31May10]

[Definition of **home base (pilots employed subject to Schedule E of this Award)** inserted by [PR997787](#) from 31May10]

**helicopter aircrew** has the meaning prescribed by [F.1.1](#)

**home base (pilots employees employed subject to Schedule E and F of this Award)** means the base at which a pilot from time to time is permanently domiciled

[Definition of **home base (pilots employed subject to Schedules B, C or D of this Award)** inserted by [PR997787](#) from 31May10]

**home base (pilots employed subject to Schedules B, C or D of this Award)** means the base at which ~~a pilot~~ an **employee** from time to time is permanently assigned or awarded

**layover** will mean the continuous period of time in excess of nine hours in every 24 hours period standing alone from the time of commencement of duties that an **employee** spends free of duty between consecutive duty periods at a port other than the ~~pilot's~~ **employee's** home base. For the purpose of this definition a temporary transfer base will be regarded as home base. Note for aerial application operations refer to clause D.1.4.

**marine pilot transfer (MPT)** means a pilot whose main duties involve transfer of marine pilots both day and night

[Definition of **MySuper product** inserted by [PR546017](#) ppc 01Jan14]

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

**night operations** means all duty between the hours of 2300 and 0400 hours local time at departure base

[Definition of **on-hire** inserted by [PR994421](#) from 01Jan10]

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

**Air Pilots and Helicopter Aircrew Award 2010**

**permanent** means any period in excess of 180 days

**permanent transfer** means the transfer of an ~~pilot~~ employee from home base to a new home base for a period of 180 calendar days or more

**pilot** means a person who is the holder of a commercial pilot's licence or airline transport pilot's licence and is employed as a pilot under the provisions of the award, including pilots operating overseas from a base within Australia on behalf of the operator. The term pilot includes a check pilot, training pilot, first officer and second officer.

**regional airline** means an employer operating aircraft for the primary purpose of transporting goods and passengers by scheduled commercial air services or charter by air to and/or from regional airports throughout Australia (including between regional airports and airports in capital cities)

**salary** means minimum salaries and additions to minimum salaries as prescribed by this award

**search and rescue** means an ~~pilot~~ employee primarily engaged in search and rescue operations involving twin engine aircraft both by day and night

**second officer** means a pilot who is appointed as a second officer by the employer and who currently is licensed by CASA to act as third in command of an aircraft requiring more than two pilots

**senior instructor** means a pilot who is designated by their employer as senior instructor and who is required to carry out duties associated therewith in addition to flying duties

**standard rate for a pilot** means the minimum salary for a Captain single engine UTBNI 1360 kg in Schedule B divided by 52

**standard rate for a crewperson/helicopter aircrew** employed pursuant to Schedule F means the minimum weekly wage for a Year 1 Qualified Aircrewperson in F.1.2.

**temporary transfer** means the transfer of an ~~pilot~~ employee from home base to another base for the purpose of being temporarily utilised at that base for a minimum of six days and a maximum of 180 days

**training pilot** means a pilot other than a check pilot who is appointed to perform route endorsing and or training duties

[Definition of **transitional minimum wage instrument** inserted by [PR994421](#) from 01Jan10]

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**URTI** means upper respiratory tract infection

**3.2** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## 4. Coverage

[Varied by [PR994421](#)]

4.1 This award covers employers throughout Australia of air pilots and helicopter aircrew and those employees.

4.2 The award does not cover an employee covered by an industry award that contains pilot classifications or an employee excluded from award coverage by the Act.

4.3 This award does not cover employees who are covered by classifications in:

(a) The Medical Practitioners Award 2010

(b) The Airline Operations – Ground Staff Award 2010

4.4 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4 and 4.5 inserted by [PR994421](#) from 01Jan10]

4.5 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.6 This award covers any employer which supplies on-hire employees in classifications set out in clause 14—Classifications and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.6 by [PR994421](#) from 01Jan10]

4.7 Subject to clause 4.1 where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## 5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## 6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

## 7. Individual flexibility arrangements

[Varied by [PR542166](#); 7—Award flexibility renamed and substituted by [PR711489](#) ppc 30Aug19]

- 7.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- 7.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 7.7** An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

**7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.

**7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

**7.11** An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

**7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

**7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **8. Facilitative provisions**

### **8.1 Facilitative provisions**

- (a) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it.
- (b) The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by an award.
- (c) Where agreement is reached with the majority of employees in the workplace or part of it to implement a facilitative provision that requires agreement between the employer and majority of employees in the workplace or part of it, that agreement binds all such employees.

**8.2** An employee or employees may nominate a representative to meet and confer with the employer under this clause.

**8.3** If any dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in this award.



#### 8.4 Aerial application operations

- (a) This clause applies only to aerial application operations.
- (b) Where the employer or its ~~pilots-employees~~ wish to make an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process will apply:
  - (i) a consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established; or
  - (ii) for the purposes of the consultative process, the ~~employees~~~~pilots~~ may nominate any person to represent them.

## Part 2—Consultation and Dispute Resolution

### 9. Consultation about major workplace change

[9—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 9—Consultation renamed and substituted by [PR711489](#) ppc 30Aug19]

- 9.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
  - (b) discuss with affected employees and their representatives (if any):
    - (i) the introduction of the changes; and
    - (ii) their likely effect on employees; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
  - (c) commence discussions as soon as practicable after a definite decision has been made.
- 9.2** For the purposes of the discussion under clause 9.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
  - (b) their expected effect on employees; and
  - (c) any other matters likely to affect employees.
- 9.3** Clause 9.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

- 9.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 9.1(b).
- 9.5** In clause 9:  
**significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
  - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotion opportunities; or
  - (d) loss of, or reduction in, job tenure; or
  - (e) alteration of hours of work; or
  - (f) the need for employees to be retrained or transferred to other work or locations; or
  - (g) job restructuring.
- 9.6** Where this award makes provision for alteration of any of the matters defined at clause 9.5, such alteration is taken not to have significant effect.

#### **9A. Consultation about changes to rosters or hours of work**

[9A inserted by [PR711489](#) ppc 30Aug19]

- 9A.1** Clause 9A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 9A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 9A.3** For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 9A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 9A.4** The employer must consider any views given under clause 9A.3(b).
- 9A.5** Clause 9A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## 10. Dispute resolution

[Varied by [PR542166](#); substituted by [PR711489](#) ppc 30Aug19]

- 10.1** Clause 10 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 10.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 10.3** If the dispute is not resolved through discussion as mentioned in clause 10.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 10.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 10.2 and 10.3, a party to the dispute may refer it to the Fair Work Commission.
- 10.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 10.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 10.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 10.
- 10.8** While procedures are being followed under clause 10 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 10.9** Clause 10.8 is subject to any applicable work health and safety legislation.

## Part 3—Types of Employment and Termination of Employment

### 11. Types of employment

[Varied by [PR997787](#), [PR503362](#), [PR700533](#)]

- 11.1** ~~Pilots~~ Employees under this award will be employed in one of the following categories:
- (a) full-time;
  - (b) part-time; or
  - (c) casual.

**11.2** At the time of engagement an employer will inform each ~~pilot~~ employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. The employer will also advise the ~~pilot~~ employee about the duration of any probation period, which will not be greater than six months.

### **11.3 Casual employment**

(a) This clause does not apply to employees engaged in aerial application operations.

(b) A casual ~~pilot~~ employee will be paid per flying hour at the rate of 1/800th of the annual salary prescribed for the class of work performed (including additions to salary).

(c) A casual ~~pilot~~ employee will be paid in addition to the amount in clause 11.3(b) an amount of 25% for each hour. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.

(d) Casual ~~pilots~~ employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly in accordance with usual payment methods for full-time employees.

[11.3(e) substituted by [PR997787](#) from 31May10]

(e) On each occasion a casual ~~pilot~~ employee is required to attend work the ~~pilot~~ employee is entitled to minimum payment as follows:

[11.3(e)(i) substituted by [PR503362](#) from 01Nov10]

(i) for a period of duty (including rostered stand-by) of four hours or less, a minimum payment of two hours; and

(ii) for a period of duty (including rostered stand-by) exceeding four hours, a minimum of four hours.

[11.3(f) substituted by [PR997787](#) from 31May10]

(f) Where actual flight time exceeds the minimum shift payments detailed in clause 11.3(e), payment is to be calculated for each flying hour or part thereof.

### **11.4 Right to request casual conversion**

[New 11.4 inserted by [PR700533](#) ppc 01Oct18]

(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

**Air Pilots and Helicopter Aircrew Award 2010**

- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b)
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 10. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.5(d)

- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p)

### 11.5 Part-time employment

[11.4 renumbered as 11.5 by PR700533 ppc 01Oct18]

- (a) An employer may employ part-time ~~pilots~~ employees in any classification in this award.
- (b) A part-time ~~pilot~~ employee is a pilot who is engaged to perform less than the full-time hours at the workplace on a reasonably predictable basis.
- (c) Part-time ~~pilots~~ employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.
- (d) At the time of engagement the employer and the part-time ~~pilot~~ employee will agree in writing, on a pattern of work and which days of the week the ~~pilot~~ employee will work.
- (e) Any agreed variation to the regular pattern of work will be recorded in writing.
- (f) An employer is required to roster a part-time ~~pilot~~ employee for a minimum of two consecutive flying hours.
- (g) An ~~pilot~~ employee who does not meet the definition of a part-time ~~pilot~~ employee and who is not a full-time ~~pilot~~ employee will be paid as a casual ~~pilot~~ employee in accordance with clause 11.3.

## 12. Termination of employment

[Varied by [PR997787](#), [PR610068](#); substituted by [PR711489](#) ppc 30Aug19]

NOTE: Sections 117 and 123 of the Act set out requirements for notice of termination by an employer. Clause 12.1 requires an employer to give a greater minimum period of notice than that generally required under the [NES](#).

### 12.1 Notice of termination or payment instead of notice by the employer

- (a) Clause 12.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) The employer must give an employee notice of termination of employment or payment instead of notice as required under sections 117(1) and 117(2) of the [Act](#), except that the **minimum period of notice** is to be the period specified in column 2 of **Table 1—Minimum Period of Notice** according to the period of continuous service of the employee specified in column 1.

**Table 1—Minimum period of notice**

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Minimum period of notice
Not more than 1 year	2 weeks
More than 1 year but not more than 5 years	4 weeks
More than 5 years	4 weeks, or 5 weeks if the employee is over 45 years old at the end of the day notice is given

12.2 In clause 12 **continuous service** has the same meaning as in section 117 of the [Act](#).

### 12.3 Notice of termination by an employee

- (a) Clause 12.3 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 2—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 2—Period of notice**

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
---	------------------------------

Column 1	Column 2
<b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of notice</b>
Not more than 1 year	2 weeks
More than 1 year	4 weeks

**12.4 Job search entitlement**

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

**12.5** The time off under clause 12.4 is to be taken at times that are convenient to the employee after consultation with the employer.

**12.6 Payments on termination of employment**

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

**12.7 Qualification on termination**

An employee is entitled to be trained or reimbursed the cost of training to maintain the level required at the commencement of employment, this includes a licence/rating required at the time of termination.



### 12.8 Accrued days off

Where, at the point of termination, an employee has accrued under this clause an entitlement to a day or days off, the employee will receive payment instead of such day or days at the normal rate of salary.

## 13. Redundancy

[Varied by [PR994421](#), [PR503663](#), [PR561478](#); substituted by [PR711489](#) ppc 30Aug19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

### 13.1 Transfer to lower paid duties on redundancy for employees engaged in aerial application operations or helicopter operations

- (a) Clause 13.1 applies to an employee engaged in aerial application operations or helicopter operations who, because of redundancy, is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### 13.2 Transfer to lower paid duties on redundancy for all other employees

- (a) Clause 13.2 applies to an employee who is not engaged in aerial application operations or helicopter operations and who, because of redundancy, is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) In clause 13.2 **period of notice** means the period specified in column 2 of **Table 3—Notice of transfer to lower paid duties** according to the period of continuous service of the employee specified in column 1.

**Table 3—Notice of transfer to lower paid duties**

**Column 1**

**Column 2**

**Employee's period of continuous service with the employer at the end of the day the notice is given** **Period of notice**

Column 1	Column 2
<b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of notice</b>
Not more than 1 year	3 weeks
More than 1 year but not more than 3 years	6 weeks
More than 3 years	8 weeks
(c) In paragraph (b) <b>continuous service</b> has the same meaning as in section 117 of the <a href="#">Act</a> .	
(d) The employer may:	
(i) give the employee notice of the transfer of at least the length of the period of notice; or	
(ii) transfer the employee to the new duties without giving notice of transfer, provided that the employer pays the employee as set out in paragraph (e).	
(e) If the employer acts as mentioned in paragraph (d)(ii), the employee is entitled to be paid at the existing salary rate for the period of notice.	

### 13.3 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 13 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### 13.4 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.

- (e) This entitlement applies instead of clauses 12.4 and 12.5.

## Part 4—Minimum Wages and Related Matters

### 14. Classifications

All employees covered by this award must be classified according to the applicable structure as set out in the relevant schedule.

- (a) **Airlines/General aviation**  
See Schedule B
- (b) **Regional airlines**  
See Schedule C
- (c) **Aerial application operations**  
See Schedule D
- (d) **Helicopter operations - pilots**  
See Schedule E

- (e) **Helicopter operations – aircrew**  
See Schedule F

- 14.2 Employers must advise their employees in writing of their classification and of any changes to their classification.
- 14.3 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

### 15. Change of pilot category/classification

#### 15.1 Temporary

- (a) An employer may require a pilot to carry out flying duties of a different category or classification either within the pilot's home base or at a temporary transfer base.
- (b) If the relief or temporary transfer involves flying duties of a category or classification attracting a higher level of remuneration and/or employment benefit, the pilot will be paid for all such duties at the applicable higher rate and benefit appropriate to the pilots period of service with the employer for a minimum of one week. Except as stated in clause 15.1(c), the remuneration rate and benefits will return to the pilots normal rate at the expiry of the relief/transfer or one week, whichever is the latter.
- (c) Should a period or periods of flying in a category or classification attracting a higher level of remuneration and/or benefits exceed 90 days in the aggregate in any 12

month period standing alone, excluding a period spent relieving another pilot on long service leave, the pilot will be paid at the higher rate of remuneration and benefit for 12 months.

- (d) If, during a relief or temporary transfer a pilot is required to carry out flying duties in a category or classification attracting a lower level of remuneration the pilot will continue on the existing salary scale.

## 15.2 Permanent

- (a) On a change of category or classification of work, years of service with the employer will determine the incremental level in the new category or classification of work.
- (b) On promotion to a different category or classification of work attracting a higher remuneration, the pilot will maintain their existing salary until proficient in the new category or classification.
- (c) **Transfer to lower paid duties**

Where a pilot is transferred to lower paid duties by reason of reduction of establishment or phase out or withdrawal of aircraft type. The pilot will be given the following minimum notice or paid at the existing salary rate for the notice specified below.

Period of service	Minimum notice
Under 1 year continuous service	3 weeks
Over 1 year but under 3 years continuous service	6 weeks
Over 3 years continuous service	8 weeks

## 16. Training—classifications

- 16.1 This clause does not apply to employees engaged in aerial application operations.
- 16.2 Where the employer requires an ~~pilot~~ employee to reach and maintain minimum qualifications for a particular aircraft type in accordance with this award, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer.
- 16.3 Where an ~~pilot~~ employee fails to reach or maintain a standard required the ~~pilot-employee~~ will receive further re-training and a subsequent check. The employee ~~pilot~~ may elect to have a different check ~~captain (or aircrew check-officer for on~~ the second occasion.
- 16.4 Where an employee ~~pilot~~ fails the second check in clause 16.3, the ~~pilot~~ employee may, where practicable, be reclassified to the previous or a mutually agreed equivalent position.

- 16.5 Where employment commences under this award the ~~pilot's~~ employee's service required to be undertaken by the prospective employer, prior to commencing employment, during training period will be recognised and any training required to be conducted at the employee's cost will be reimbursed to the ~~pilot~~ employee.

## 17. Transfers

[Varied by [PR994421](#)]

### 17.1 Permanent

- (a) An ~~pilot~~ employee who is permanently transferred to another base at the direction of the employer will be reimbursed for all reasonable expenses incurred by the ~~pilot~~ employee for the consequential removal of the ~~pilot~~ employee, immediate family (including dependent children under 21 years of age), and their furniture, possessions and personal effects as approved by the employer prior to the transfer.
- (b) An ~~pilot~~ employee transferred to a new home base will be reimbursed the costs of appropriate accommodation until the ~~pilot~~ employee has obtained suitable permanent accommodation. The provision of the reimbursement will be limited to a period of up to two weeks.
- (c) An ~~pilot~~ employee will be given no less than 56 days written notice by their employer of an intended permanent transfer, provided that within this period the ~~pilot~~ employee will be given at least 28 days written notice of the actual date of transfer.
- (d) The ~~pilot~~ employee and the employer may mutually agree in a specific case that a shorter period of time represents adequate notice.
- (e) Where an ~~pilot~~ employee is permanently transferred they will be granted upon arrival at their new base such period of time, as they require up to a maximum of five days, free of all duty to attend to personal matters arising from them being so transferred.
- (f) Duty-free days prescribed by this award will not be used to meet the requirements of this clause.

### 17.2 Temporary

- (a) An ~~pilot~~ employee who is to be sent on a temporary transfer at the direction of the employer will be notified as soon as possible in advance, but unless the ~~pilot~~ employee consents to less notice, this will in no case be later than 48 hours prior to the ~~pilot~~ employee's scheduled departure from the ~~pilot~~ employee's home base to commence such transfer.

[17.2(b) varied by [PR994421](#) from 01Jan10]

- (b) An ~~pilot~~ employee whose child is due to be born will wherever possible, not be required by their employer to transfer away from the ~~pilot~~ employee's home base during the two week period immediately preceding the anticipated confinement of their spouse or de facto partner and during the two-week period immediately following the birth of the child.

- (c) On completion of a temporary transfer assignment an pilot employee will be granted one day free of all duty for each week or part thereof in respect of the pilot's employee's period of transfer at their home base.
- (d) Until such time as agreed alternative accommodation becomes available the provisions of clause 19.8 will apply to an pilot employee on temporary transfer. The cost of such agreed alternative accommodation will be reimbursed to the pilot employee.

[17.2(e) varied by [PR994421](#) from 01Jan10]

- (e) Clause 17.2(e) does not apply to employees engaged in aerial application operations. Where the temporary transfer is to be for a period in excess of 28 days the employer will reimburse the cost of travel for the pilot employee's spouse or de facto partner and each dependent child as defined to join the pilot employee when the agreed alternative accommodation is occupied by the pilot employee. Where agreed alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days the pilot employee will be entitled to reimbursement of the travel and accommodation costs of the pilot employee's spouse or de facto partner and each dependent child.
- (f) In the case of a temporary transfer an pilot employee will be reimbursed any actual reasonable personal expense to which the pilot employee incurred as a result of such transfer away from the pilot employee's home base.
- (g) If an pilot employee on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either the pilot employee's expense arrangements or the terms of the pilot employee's transfer, the pilot employee will be allowed additional expenses subject to the approval of the employer, and either the pilot employee or the employer may raise for attention any inadequacy of terms of the transfer.

## 18. Minimum wages

### 18.1 Airline/General aviation

See Schedule B

### 18.2 Regional airlines

See Schedule C

### 18.3 Aerial application operations

See Schedule D

### 18.4 Helicopter operations (pilots)

See Schedule E

**18.5 Helicopter operations (aircrew)**

[See Schedule F](#)

**19. Allowances**

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994421](#), [PR997787](#), [PR998167](#), [PR500160](#), [PR509199](#), [PR523029](#), [PR530654](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#), [PR704096](#), [PR707657](#)]

**19.1 Provision of transport and travel**

- (a) This clause does not apply to ~~pilots~~ employees employed by regional airlines.
- (b) An ~~pilot~~ employee when required by their employer:
  - (i) to undertake any travel in the course of their employment;
  - (ii) when required by their employer or CASA, subject to the employer's prior approval, to undertake any travel for the purposes of any training or certification, or
  - (iii) for any other reason in the course of their employment,will be provided with travel for all such duty travel at no expense to the ~~pilot~~employee.
- (c) Where an employer requires an ~~pilot~~ employee to layover the employer will provide accommodation and travel at no cost to the ~~pilot~~employee and be confirmed prior to departure from home base, or in aerial application operations, at the earliest practicable time or as otherwise agreed between the ~~pilot~~ employee and employer.
- (d) Where any travel undertaken involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with the provision of clause 19.8.

[19.1(e) varied by [PR523029](#), [PR536832](#), [PR551755](#) ppc 01Jul14]

- (e) Where an ~~pilot~~ employee has their employer's prior approval to use their own car in the performance of their duties the ~~pilot~~employee will be paid at the rate of \$0.78 per kilometre.

**19.2 Engineering and other duties allowances**

- (a) This clause does not apply to employees engaged in aerial application operations.
- (b) In addition to all other entitlements, an ~~pilot~~employee with approval to carry out 50 hourly inspections who, in circumstances determined by the ~~pilot~~employee's employer is required to act on that approval, will be paid 9.9% of the [standard rate](#) for each such inspection.
- (c) An ~~pilot~~ employee who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid 5% of the

[standard rate](#) for each hour or part thereof whilst so engaged in addition to all other entitlements.

- (d) In addition to all other entitlements the ~~pilot~~ [employee-pilot](#) of an aircraft carrying freight only, where either the weight of freight during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid 12% of the [standard rate](#) for each tour of duty on which the employer requires the ~~pilot~~ [employee-pilot](#) to physically load or unload the aircraft.
- (e) Nothing in this clause will be construed to remove the obligations of an ~~pilot~~ [employee](#) to supervise the loading and/or unloading of their aircraft.

**Commented [CR1]:** this cannot be applied to aircrew – their duties usually include loading – pilots get it because their duties don't

### 19.3 Night operations

- (a) This clause does not apply to employees engaged in aerial application operations.
- (b) ~~Pilots~~ [Employees](#) must be paid a personal inconvenience allowance of 1.8% of the [standard rate](#) for each night operation flown.

### 19.4 Loss of licence allowance

[19.4 varied by [PR998167](#), [PR509199](#), [PR523029](#); substituted by [PR530654](#) ppc 01Nov12; varied by [PR536832](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

In addition to all other remuneration prescribed by this award the employer will pay to each pilot on permanent hire an annual allowance of up to \$2005 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the first date for payment of salary after production by the pilot of proof of payment.

### 19.5 Overseas duty

- (a) An ~~pilot~~ [employee](#) who between sign on at home base and next sign off at home base operates into an overseas port will be paid an overseas operation allowance of 3.9% of the [standard rate](#) on each occasion.
- (b) The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the ~~pilot~~ [employee](#). These items will include but not necessarily be limited to the requisite customs and entry documentation, accommodation, adequate currency or credit cards valid in the ports to be visited and letters of introduction or similar documentation to facilitate assistance from Australian diplomatic consular representatives or appropriate neutral representatives.
- (c) Passport and vaccination expenses incurred by an ~~pilot~~ [employee](#) to operate overseas will be reimbursed by the employer.

### 19.6 Telephone allowance

- (a) Where an employer requires an ~~pilot~~ [employee](#) to have a telephone at their residence the employer will pay any cost of installation or transfer plus rental (in the case of aerial application operations, only half the rental) and the cost of all business calls. This provision will operate only in respect of one installation per ~~pilot~~ [employee](#) at any one base. The provision of a mobile telephone will satisfy this requirement.



**Air Pilots and Helicopter Aircrew Award 2010**

- (b) Where the employer does not require an pilot employee to have a telephone the employer will pay the cost of all business calls made on an pilot's employee's personal telephone plus in the case of full-time or part-time pilots employees, 50% of rental costs.

**19.7 Uniform or protective clothing**

[19.7 substituted by [PR997787](#) from 31May10]

- (a) This clause does not apply to employees engaged in aerial application operations or in cases where the employer provides a uniform and/or protective clothing and equipment.
- (b) Where an employer requires a uniform to be worn on duty but does not provide one, the employer will pay an allowance of \$277.55, payable upon employment and annually.
- (c) Where the employer does not require a uniform, an allowance of \$5.20 per week will be paid towards the cost of excessive wear and tear to the pilot's employee's own clothing.
- (d) Where the employer does not provide protective clothing and equipment, the employer must reimburse the pilot employee for the reasonable cost of purchase and maintenance of protective clothing and equipment required in the performance of the pilots' employee's duties.

**19.8 Accommodation and meal allowance**

- (a) This clause does not apply to pilot employees employed by regional airlines.

[19.8(b) varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (b) When an pilot employee is required in the course of employment to layover from the pilot's employee's home base, the pilot employee will be reimbursed all costs necessarily incurred in relation to accommodation and meals, in addition to an allowance of \$20.10 per night. The additional allowance does not apply in the case of a temporary transfer from home base.

[19.8(c) varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (c) When an pilot employee demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, an pilot employee will be paid, in addition to the reimbursement allowance in clause 19.8(b), a hardlying allowance of \$89.13.

[19.8(d) varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (d) Where the employer and pilot employee agree, an allowance of \$127.98 may be paid instead of the allowance in clauses 19.8(b) and 19.8(c).

[19.8(e) varied by [PR998167](#), [PR509199](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (e) Where an pilot employee commences a tour of duty from a layover port involving duty during a meal period and such duty exceeds 30 minutes the pilot employee will be provided with a meal or be paid the following allowances:

	Allowance
	\$
0630–0800 hours	28.05
1200–1330 hours	31.43
1800–2000 hours	54.03
Incidentals	20.10

[19.8(f) varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (f) For each night or part thereof when an pilot employee is required to camp out, a pilot employee will be paid \$97.98 camping out allowance. The allowance payable under this clause is instead of all other allowances in this clause.

### 19.9 Reimbursement of expenses—generally

The employer must fully reimburse an pilot employee for all costs necessarily incurred by the pilot employee which are associated with the operation of the aircraft, including expenses relating to the entertainment of or assistance rendered to passengers or clients.

### 19.10 Transport allowance

- (a) This clause does not apply to employees engaged in aerial application operations.

[19.10(b) varied by [PR523029](#), [PR536832](#), [PR551755](#) ppc 01Jul14]

- (b) An pilot employee will be reimbursed an amount of \$7.40 in respect of return travel between the pilot's employee's home and the pilot's employee's home base airport where an pilot employee signs on for duty or signs off from duty between the hours of 1900 and 0700. This allowance will not be paid to an pilot employee who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in clause 19.1(e).

### 19.11 Adjustment of expense related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

**Air Pilots and Helicopter Aircrew Award 2010**

[19.11(b) varied by [PR994421](#), [PR523029](#) ppc 01Jul12]

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Accident and loss of licence insurance	Insurance sub-group
Uniform or protective clothing allowance	Clothing and footwear group
Accommodation, incidentals, hardlying and layover, and camping out allowances	Domestic holiday travel and accommodation sub-group
Meal allowance	Take away and fast foods sub-group
Transport allowance	Transport group

**19.12 Night vision goggles**

[19.12 inserted by [PR997787](#) from 31May10, corrected by [PR500160](#) from 31May10]

- (a) This subclause does not apply to ~~pilot~~employees engaged in aerial application operations.
- (b) Where an employer requires the use of night vision goggles (NVG), ~~pilots~~ employees who have been trained in the use of NVG's will be paid the NVG allowance as follows:

	<b>% of <u>standard rate</u> per annum</b>
Single pilot command	995.56
Multi pilot command	663.46
Co-pilot	497.33
<u>Rescue aircrewperson</u>	<u>291.99</u>
<u>Aircrewperson</u>	<u>466.77</u>

**20. Payment of wages**

**20.1 Frequency of payment**

- (a) This clause does not apply to employees engaged in aerial application operations.
- (b) Wages must be paid weekly, fortnightly or monthly in arrears.

- (c) Wages may be paid other than by week or fortnight or month by agreement between the employer and the majority of employees affected.
- (d) Reimbursement of expense claims will be made within 21 days of lodgement.

## 20.2 Method of payment

Wages must either be paid by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.

- 20.3 Where pending an investigation into an accident or incident in which an ~~pilot~~ employee has been involved (or as a result of a drug or alcohol test conducted under CASA regulations), the employer does not propose to permit the ~~pilot~~ employee to continue flying, the employer may suspend the ~~pilot~~ employee on minimum salary (including any additions to salary as defined) for a period not exceeding 28 days and the pilot will have recourse to the dispute resolution procedure specified in this award.

## 21. District allowances

[Varied by [PR994421](#); deleted by [PR561478](#) ppc 05Mar15]

## 22. Accident pay

[Varied by [PR998167](#), [PR509199](#), [PR523029](#), [PR536832](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#)]

- 22.1 In addition to any statutory entitlement to workers compensation an ~~pilot~~ employee will be paid make-up pay.
- 22.2 The amount of make-up pay will be the difference between the workers compensation entitlement and the amount of salary plus allowances (not including commission for aerial application operations) that the ~~pilot~~ employee would have received had the pilot been at work for the period.
- 22.3 The amount in clause 22.2 will not apply for the first five or aggregate of five working days of incapacity nor will it apply during any paid leave period.
- 22.4 Make-up pay, where no ascertainable amount is available will be based on the average for the previous 12 months for aerial application operations and three months for all other ~~pilots~~ employees or lesser period of time which any ~~pilot~~ employee has been employed.
- 22.5 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.
- 22.6 Make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the ~~pilot~~ employee and the employer.
- 22.7 Nothing in this clause will affect the right of an employer to terminate an ~~pilot's~~ employee's employment in accordance with this award. No ~~pilot~~ employee will be terminated as a result of their having received make-up pay or as a means of avoiding make-up pay obligations.

## Air Pilots and Helicopter Aircrew Award 2010

- 22.8** In the event that an ~~pilot~~ employee receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the employer to pay make-up pay will cease from the date of such redemption.
- 22.9** Where the pilot recovers damages from the employer or from a third party in respect of a compensable injury independent of statutory entitlements, the ~~pilot~~ employee will be liable to repay to the employer the amount of make-up pay which the ~~pilot~~ employee has received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.
- 22.10** 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.

### 22.11 Accident insurance

[22.11(a) varied by [PR998167](#), [PR509199](#), [PR523029](#), [PR536832](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (a) An employer will provide each of their pilots with accident insurance for a death benefit of not less than \$82,591 for employees engaged in aerial application operations and \$297,328 for all other pilots over and above any entitlement available under accident compensation legislation.
- (b) An employer will provide each of their employees engaged as Helicopter Aircrew as defined at F.1.1 with insurance for accidental death or accidental total and permanent disability benefit of not less than 28.184% of the weekly standard rate, over and above any entitlement under accident compensation legislation.
- (c) The insurance benefit from clause 22.11(a) and 22.11(b) will be paid only to the ~~pilot's~~ employee's nominated dependants or next friend or trustee and a receipt or receipts for the amount insured from such dependant, next friend or trustee will terminate the employer's obligation under this clause.
- (d) An ~~pilot's~~ employee's entitlement under a superannuation scheme provided by their employer, to a death benefit of not less than an amount prescribed in clause 22.11(a) or (b) (or in the case of Helicopter Aircrew, 22.11(b)) will satisfy the objective of this clause.

[22.11(d) varied by [PR998167](#), [PR509199](#), [PR523029](#), [PR536832](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (e) Should an employer's insurer reject a proposal for cover of an ~~pilot~~ employee under clause 22.11(a), and should the ~~pilot~~ employee be able to obtain their own insurance, the pilot will be reimbursed, upon production of a receipt, for expenditure on such insurance up to \$825.91 for aerial application operations and \$495.53 for all other operations.
- (f) Payment under clause 22.11(a) or (b) will be deemed to discharge the employer's obligation in this subclause.

### 22.12 Pilot indemnity Indemnity

An ~~pilot~~ employee will not be required to pay for damage or loss of aircraft or equipment used in the service nor will any lien or other claim be made by the employer upon the

**Commented [CR2]:** we agreed that it would be cleaner to insert the figure here for consistency with the above and with adjustment under clause 19.11(b). Although the latest AMWU draft contains a dollar amount, we have been unable to verify its calculation due to time constraints in the short notice provided.

~~pilot's~~ employee's estate. Any claim made by any member of the public, passenger or other person upon the ~~pilot's~~ employee's estate as a result of any accident or happening caused by the ~~pilot~~ employee when duly performing their nominated duty, whether efficiently or, as may be subsequently determined, negligently, will be accepted as a claim made against the employer. The employer will be solely responsible for all claims as a result of operations by or travel in their aircraft. The foregoing will not apply to an ~~pilot~~ employee who knowingly performs their nominated duty in a manner contrary to law or the employer's policy.

## 23. Superannuation

[Varied by [PR994421](#), [PR546017](#), [PR549520](#)]

### 23.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### 23.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### 23.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 23.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 23.3(a) or (b) was made.

## 23.4 Superannuation fund

[23.4 varied by [PR994421](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or (b) to one of the following superannuation funds or its successor:

[23.4(a) deleted by [PR546017](#) ppc 01Jan14]

[New 23.4(a) inserted by [PR549520](#) ppc 01Jan14]

- (a) Aviation Industry Superannuation Trust (TAIST);

[23.4(b) renumbered as 23.4(a) and varied by [PR546017](#) ppc 01Jan14; renumbered as 23.4(b) by [PR549520](#) ppc 01Jan14]

- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September ~~2008~~2017, provided the superannuation fund is an eligible choice fund and is fund that offers a MySuper product or is an exempt public sector scheme; or

[New 23.4(b) inserted by [PR546017](#) ppc 01Jan14; renumbered as 23.4(c) by [PR549520](#) ppc 01Jan14]

- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

## 23.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or (b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
  - (ii) the employee remains employed by the employer.

## Part 5—Hours of Work and Related Matters

### 24. Hours of work, days off and rest periods

24.1 Clause 24 does not apply to employees engaged in aerial application operations.

**24.2** Hours of work, days off and rest periods will be determined in accordance with the following provided that ordinary hours of work must not average more than 38 per week:

- (a) the regulations approved by CASA from time to time;
- (b) general or employer-specific exemptions to, or concessions under, the regulations approved by CASA from time to time; or
- (c) a Fatigue Risk Management System (FRMS) that has been developed by the employer after consultation with the affected pilots and/or their representatives and approved by CASA to apply to particular employers and employees.

**24.3** Where an ~~pilot~~ employee works in accordance with clause 24.2(a) the following provisions will apply.

- (a) An ~~pilot~~ employee will not fly and the employer will not roster the ~~pilot~~ employee to fly in excess of 100 hours in 30 consecutive days.
- (b) An ~~pilot~~ employee will not fly and the employer will not roster the ~~pilot~~ employee to fly as a flight crew member in excess of 900 hours in 365 consecutive days. An ~~pilot~~ employee engaged in flight instruction will not be required to exceed six hours of flight instructional flight time in any tour of duty.
- (c) The flight time in a tour of duty already commenced may be extended to the maximum prescribed by the limitations in CAO 48, CAO 48E, or an approved FRMS.
- (d) Where an extension occurs the pilot will receive a rest period on the ground of not less than:
  - (i) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each 15 minutes or part thereof by which the pilot's flight time exceeded eight hours; or
  - (ii) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the flight time exceeded eight hours.

**24.4 One or two pilot operation**

Clauses 24.5 to 24.7 apply to circumstances where an employer is operating a one or two pilot operation in accordance with clause 24.2(a).

**24.5 Reserve time**

- (a) An ~~pilot~~ employee on reserve or stand-by duty will be contactable within any scheduled reserve duty period and will report for the appointed duty no later than two hours after being contacted. The employer will specify reserve duty period commencement and finishing times which will be as agreed between the employer and the majority of ~~pilots~~ employees but the duration of such reserve duty periods will not exceed 11 hours.
- (b) On any day a rostered tour of duty will not be immediately preceded by or immediately followed by a period of reserve duty.



#### 24.6 Periods of duty

The weekly duty period will normally consist of five days' duty and two consecutive days free from all duty. By mutual agreement between the ~~pilot employee~~ and the employer one day free of duty can be deferred. Where a day has been deferred a substitute day will be granted and taken within 28 days unless further deferred by mutual agreement in writing. For the purpose of rotating the roster one two day period may be reduced to single days in each 28 day cycle.

#### 24.7 Periods free of duty

- (a) When an ~~pilot employee~~ completes the maximum permissible flying or duty hours prescribed in CAO 48 the employer will not require the ~~pilot employee~~ to perform any further duties whatsoever for the remainder of the relevant period.
- (b) The employer will ensure that an ~~pilot employee~~ is rostered at least one weekend off in each 28 day cycle, where practical.
- (c) An ~~pilot employee~~ on a temporary assignment away from home base may elect to defer duty-free days. The ~~pilot employee~~ will receive the deferred days off immediately upon return to home base.
- (d) An ~~pilot employee~~ will not be rostered for a tour of duty terminating after 2200 hours on the day preceding the rostered day or days free of duty and will not be rostered to commence duty prior to 0600 hours on the day following the day or days free of duty.
- (e) Where a tour of duty, rostered to terminate before 2200 hours on the day preceding the day or days rostered free of duty, is extended by delays so that it terminates after 2200 hours, the ~~pilot employee~~ will be regarded as having worked on a day off. In those circumstances clause 24.7(h) applies, except where an ~~pilot employee~~ receives six or more calendar days free of duty in any fortnight standing alone.
- (f) Where a tour of duty is cancelled and the ~~pilot employee~~ has been notified of the cancellation by 1900 hours on the preceding day, then the day of the cancellation may be regarded as a day off.
- (g) If a tour of duty scheduled to commence after 1200 hours is cancelled, and the ~~pilot employee~~ has been notified of the cancellation by 2000 hours on the preceding day, then the day of the cancellation may be regarded as a day off.
- (h) ~~An A pilot employee~~ will not be required to work on a rostered duty-free day. In the event of unforeseen circumstances an employer may request a ~~pilot employee~~ to work on a rostered duty-free day. If ~~an a pilot employee~~ agrees to work:
  - (i) a substitute duty-free day will be arranged within a month of the day worked; and
  - (ii) the ~~pilot employee~~ will receive an additional amount of 12.4% of the standard rate for each day worked.

Commented [CR3]: not applicable to aircrew because they get overtime in Schedule F instead of this

**Air Pilots and Helicopter Aircrew Award 2010**

- (i) When an ~~pilot~~ pilot employee on assignment away from home base is not required for duty on any rostered duty day, such day will not be deemed to be a day off.
- (j) A tour of duty or period of reserve time at home will be preceded by a rest period on the ground of at least:
  - (i) nine consecutive hours embracing the hours between 2200 and 0600 local time; or
  - (ii) 10 consecutive hours.
- (k) When an aircraft is scheduled to arrive at such a time that the ~~pilot~~ pilot employee would be free of duty not later than 2200 hours local time and the aircraft is delayed beyond that time, the nine hour rest period prescribed may be commenced up to 2300 hours local time, provided the succeeding tour of duty does not exceed six hours.
- (l) An employer will not roster an ~~pilot~~ pilot employee for a tour of duty in excess of 11 hours. Where a tour of duty has commenced it may be extended to 12 hours.
- (m) Where an extension occurs the ~~pilot~~ pilot employee will receive a rest period on the ground of not less than:
  - (i) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each 15 minutes or part thereof by which the tour of duty time exceeds 11 hours; or
  - (ii) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the tour of duty time exceeded 11 hours.
- (n) Where a tour of duty already commenced exceeds 12 hours or the flight time exceeds nine hours the ~~pilot~~ pilot employee will have, at the completion of the tour of duty, a rest period of at least 24 consecutive hours.
- (o) Where an ~~pilot~~ pilot employee has completed two consecutive tours of duty, the aggregate of which exceeds eight hours flight time or 11 hours duty time, and the intervening rest period is less than:
  - (i) 12 consecutive hours embracing the hours between 2200 and 0600 local time; or
  - (ii) 24 consecutive hours, if not embracing the hours between 2200 and 0600 local time,the ~~pilot~~ pilot employee will have a rest period on the ground of at least 12 consecutive hours embracing the hours between 2200 and 0600 local time or 24 consecutive hours, prior to commencing a further tour of duty.
- (p) When an aircraft is scheduled to arrive at such a time that the ~~pilot~~ pilot employee would be free of duty not later than 2200 hours local time and the aircraft is delayed beyond that time, the 12 hour rest period may be commenced up to 2300 hours provided that the succeeding tour of duty does not exceed six hours.

**Air Pilots and Helicopter Aircrew Award 2010**

- (q) An ~~pilot~~ employee will not commence a flight and an employer will not roster the ~~pilot~~ employee for a flight unless during the seven day period terminating coincident with the termination of the flight the ~~pilot~~ employee has been relieved from all duty associated with the employment for at least one continuous period embracing the hours between 2200 and 0600 on two consecutive nights.
- (r) The employer will not roster an ~~an pilot~~ employee to fly when completion of the flight will result in the ~~pilot~~ employee exceeding 90 hours of duty of any nature associated with the employment in each fortnight standing alone. For the purpose of this clause, duties associated with a ~~pilot's~~ employee's employment include reserve time at the airport, tour of duty, deadhead transportation, administrative duties and all forms of ground training. The operator will designate the day on which the first of the fortnightly periods will start.

**24.8 Facilitative provision**

Clauses 24.3 to 24.7 may be varied by agreement between the employer and a majority of the employees in the workplace or part of it.

**25. Rostering**

- 25.1 Clause 25 does not apply to employees engaged in aerial application operations.
- 25.2 Rosters of ~~pilots~~ employees will be compiled to cover a minimum 14 day period and published not less than seven days prior to the commencement of the roster period.
- 25.3 Each roster will specify in detail each ~~pilot's~~ employee's duty days and duty periods, stand-by duty, reserve duty days and periods free of duty and leave periods.
- 25.4 An ~~pilot's~~ employee's rostered duty-free days may only be altered with the consent of both parties.
- 25.5 Any alterations to rosters will be advised in writing to the affected ~~pilot~~ employee(s) as early as practicable.
- 25.6 An ~~pilot~~ employee must not be displaced from their rostered duty period except for the following reasons:
  - (a) disruptions to service;
  - (b) checking and training;
  - (c) cancellation of a flight; or
  - (d) the ~~pilot~~ employee has insufficient hours to complete a flight.
- 25.7 The employer may grant exchange of flying and/or day-to-day flights between pilots upon request of the ~~pilots~~ employees concerned, provided that an ~~an pilot's~~ employee's ability to complete their subsequent flying within the roster period will not be reduced as a result.
- 25.8 The employer must make every endeavour to keep an ~~an pilot~~ employee in their (designated) rostered duty period.

## 26. Breaks

- 26.1** No pilot employee will be required to be on duty for a period in excess of five hours without a 30 minute break free of duty for a meal.
- 26.2** The provision of clause 26.1 will not apply where the pilot employee is reimbursed in full the reasonable cost of a meal or in the alternative is provided with a meal of an acceptable standard.

## 26A. Requests for flexible working arrangements

[26A inserted by [PR701448](#) ppc 01Dec18]

### 26A.1 Employee may request change in working arrangements

Clause 26A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 26A is an addition to s.65.

### 26A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

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

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

### 26A.3 What the written response must include if the employer refuses the request

Clause 26A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 26A.2.

**Air Pilots and Helicopter Aircrew Award 2010**

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 26A.2, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

**26A.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 26A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**26A.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 26A, can be dealt with under clause 10—Dispute resolution.

**Part 6—Leave and Public Holidays**

**27. Annual leave**

[Varied by [PR567216](#), [PR582953](#)]

**27.1** Annual leave is provided for in the NES. This clause provides occupational specific detail.

**27.2 Entitlement to annual leave**

An employee is entitled to annual leave such that the employee's total entitlement to annual leave pursuant to the NES and this award for each year of employment is a total of 42 days annual leave, inclusive of Saturdays, Sundays and public holidays on full salary for each completed year of service, with a right to take two rostered days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.

**27.3 Annual leave loading**

- (a) Clause 27.3 does not apply to employees engaged in aerial application operations.
- (b) In addition to the entitlement to payment under clause 27.2, an pilot employee when proceeding on annual leave will be paid in respect of the first 28 of 42 days annual leave (inclusive of Saturdays, Sundays and public holidays) falling due each year either:

**Commented [CR4]:** substantive issues not resolved – interface with schedule F1

- (i) an annual leave loading equivalent to 17.5% of the salary inclusive of allowances and additions to salary prescribed by this award; or
  - (ii) the ~~pilot's~~ employee's actual salary inclusive of allowances and additions to salary,
- whichever amount is greater.

**27.4 When annual leave can be taken**

- (a) A period of leave will commence on a Monday unless otherwise mutually agreed.
- (b) Normally, annual leave will be granted and will be taken within 12 months from the date on which it falls due or alternatively 15 months from the date of commencement of the preceding period of leave.
- (c) Annual leave will be allocated in no more than two periods unless otherwise mutually agreed between the ~~pilot~~employee and the employer.
- (d) Annual leave must be taken at a time fixed by the employer.

**27.5 Proportionate annual leave on termination of employment**

- (a) This clause does not apply to employees engaged in aerial application operations.
- (b) On termination of employment ~~a~~ an ~~pilot~~ employee will be paid fully instead of annual leave:
  - (i) for all untaken annual leave entitlements that have fallen due in relation to any completed years of service, in accordance with clause 27.2, and the loading specified in clause 27.3 for each completed year of service;
  - (ii) for the balance of the employment period, or for the whole period where it has been less than one completed year, at the rate of 1/365th of the entitlement in clause 27.1 for each completed day of employment in respect of which annual leave has not been granted; and
  - (iii) the annual leave loading, as specified in clause 27.3, will be paid in the case of redundancy.

**27.6 When payment will be made for annual leave**

~~An~~ An ~~pilot~~ employee will be paid in full for the period of leave to be taken prior to commencing such leave unless mutually agreed between the ~~pilot~~ employee and the employer.

**27.7 Electronic funds transfer (EFT) payment of annual leave**

[New 27.7 inserted by [PR582953](#) ppc 29Jul16]

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

### 27.8 Recall of ~~pilot~~ employee from annual leave

[27.7 renumbered as 27.8 by [PR582953](#) ppc 29Jul16]

- (a) An employer will not be entitled to recall an ~~an pilot~~ employee from annual leave except by mutual agreement between the employer and the ~~pilot~~ employee.
- (b) Where a ~~an pilot~~ employee is so recalled the ~~pilot~~ employee will be granted two days' annual leave in place of each such day and the ~~pilot~~ employee may elect to add such additional entitlements to the balance of this interrupted annual leave period.
- (c) Clause 27.8(b) does not apply to employees engaged in aerial application operations.

### 27.9 Illness during a period of annual leave

[27.8 substituted by [PR567216](#) ppc 27 May 2015; renumbered as 27.9 by [PR582953](#) ppc 29Jul16]

- (a) Where an ~~an pilot~~ employee would not be fit for work during annual leave because of a personal illness, or personal injury, affecting the ~~pilot~~ employee, the duration of such illness or injury may be counted as personal/carer's leave to the extent that the ~~pilot~~ employee has credited personal/carer's leave. Providing that:
  - (i) the ~~pilot~~ employee will advise the employer as soon as practicable after the commencement of the illness or injury; and
  - (ii) produces proof of illness or injury to the employer within seven days of return to duty.
- (b) Every consideration will be given to granting the equivalent substitute recreation leave in the manner requested by the ~~pilot~~ employee.

### 27.10 Annual leave in advance

[27.10 inserted by [PR582953](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which the leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 27.10 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 27.10 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.10, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid

to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 27.11 Cashing out of annual leave

[27.11 inserted by [PR582953](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 27.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 27.11 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 27.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 27.11 as an employee record.

Note 1: Under [section 344 of the Fair Work Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 27.11.

Note 2: Under [section 345\(1\) of the Fair Work Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 27.11.

Note 3: An example of the type of agreement required by clause 27.11 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

## 28. Personal/carer's leave and compassionate leave

28.1 Personal/carer's leave and compassionate leave are provided for in the NES.



28.2 Clauses 28.3 to 28.5 inclusive of this clause apply to full-time and part-time ~~pilot~~employees only.

**28.3 Additional personal leave for URTI**

- (a) In addition to the entitlements in the NES, ~~pilots~~ employees will be granted up to six days' paid leave per year for a disability associated with URTI.
- (b) The paid leave in this clause is not cumulative.
- (c) ~~Pilots~~ Employees 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.
- (d) If the URTI prevents flying duties only the ~~pilot~~ employee will report for work and will perform ground based duties only.
- (e) If the URTI prevents any work, the employer may require a medical certificate specifying the nature of the URTI.
- (f) Where a ~~pilot~~ employee reports for work and performs ground duties only in accordance with this clause, the entitlement under this clause will not be affected.

**28.4 The effect of workers compensation**

There is no entitlement to paid leave of absence for any period the employee is receiving workers compensation payments.

**28.5 Return from personal leave**

A pilot who has been granted paid personal leave for an injury or illness in respect of which they have consulted a medical practitioner will remain on such leave subject to their entitlements, until such time as they are deemed to be medically fit in accordance with the relevant CASA regulations and/or CAR's to resume flying.

**28.6 Illness while on duty**

- (a) This clause does not apply to employees engaged in aerial application operations.
- (b) An ~~pilot~~ employee who becomes ill while on duty away from home base and who is unable to perform further duties, is entitled to:
  - (i) daily travelling allowance up until sign-off in home base, plus reasonable out-of-pocket expenses excluding meals and laundry. If the ~~pilot~~ employee is hospitalised, daily travelling allowance will cease whilst the ~~pilot~~ employee is hospitalised. Reasonable out-of-pocket expenses incurred by the ~~pilot~~ employees while away from home base must be met by the employer;
  - (ii) accommodation of an appropriate standard (if required);
  - (iii) transport to and from airport, accommodation or doctor;
  - (iv) booked travel to home base; and
  - (v) transport to home or doctor if the ~~pilot~~employee requires this on arrival at home base.

- (c) An employer and an individual pilot employee may agree to the payment of an allowance instead of any or all of the above.

## 29. Community service leave

[29 renumbered as 28 by [PR561478](#) ppc 05Mar15]

Community service leave is provided for in the NES.

## 30. Parental leave

Parental leave is provided for in the NES.

## 31. Public holidays

31.1 For the avoidance of doubt:

- (a) the minimum wage provided for in this award; and
- (b) the entitlement to annual leave in clause 27,

take into account an employee's entitlement to public holidays in the NES and include compensation for all public holidays provided for in the NES.

Commented [CR5]: substantive interface with schedule F

## 32. Leave to deal with Family and Domestic Violence

[32 inserted by [PR609363](#) ppc 01Aug18]

32.1 This clause applies to all employees, including casuals.

### 32.2 Definitions

(a) In this clause:

**family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

**family member** means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
  - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 32.2(a) includes a former spouse or de facto partner.

### 32.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

### 32.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### 32.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

### 32.6 Notice and evidence requirements

#### (a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 32. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

#### (b) Evidence

An employee who has given their employer notice of the taking of leave under clause 32 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 32.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

**32.7 Confidentiality**

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 32.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 32 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

**32.8 Compliance**

An employee is not entitled to take leave under clause 32 unless the employee complies with clause 32.

DRAFT

## Schedule A—Transitional Provisions

[Varied by [PR991553](#), [PR503663](#)]

### A.1 General

**A.1.1** The provisions of this schedule deal with minimum obligations only.

**A.1.2** The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

### A.2 Minimum wages – existing minimum wage lower

**A.2.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

**A.2.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.3 Minimum wages – existing minimum wage higher**

**A.3.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

**A.3.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**Air Pilots and Helicopter Aircrew Award 2010**

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

**A.5 Loadings and penalty rates – existing loading or penalty rate lower**

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.6 Loadings and penalty rates – existing loading or penalty rate higher**

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.



**Air Pilots and Helicopter Aircrew Award 2010**

- A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

- A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.7 Loadings and penalty rates – no existing loading or penalty rate**

- A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

- A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

- A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

- A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.8 Former Division 2B employers**

[A.8 inserted by [PR503663](#) ppc 01Jan11]

- A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and

penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

DRAFT

**Schedule B—Classifications, Minimum Salaries and Additions to Salaries—  
Airlines/General Aviation**

[Varied by [PR991553](#), [PR997787](#), [PR997933](#), [PR503362](#), [PR509077](#), [PR522908](#), [PR536711](#), [PR551634](#), [PR566718](#), [PR579813](#), [PR592144](#), [PR606371](#), [PR707456](#)]

**B.1 Classifications and minimum salaries**

**B.1.1 Aircraft classification and minimum salaries**

[B.1.1 substituted by [PR997787](#) from 31May10; varied by [PR997933](#), [PR503362](#) from 01Nov10; [PR509077](#), [PR522908](#), [PR536711](#), [PR551634](#), [PR566718](#), [PR579813](#), [PR592144](#), [PR606371](#), [PR707456](#) ppc 01Jul19]

Full-time pilots employed by an airline operation or a general aviation employer must be paid at least the following minimum annual salaries:

	Minimum salary per annum	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	44,871	38,522
Single engine 1360 kg–3359 kg	46,778	38,522
Single engine 3360 kg & above	54,326	42,407
Multi engine UTBNI 3360 kg	52,246	40,757
Multi engine 3360 kg UTBNI 5660 kg	54,326	42,407
Multi engine 5660 kg UTBNI 8500 kg	57,298	44,225
Multi engine 8500 kg UTBNI 12000 kg	61,638	46,972
Multi engine 12000 kg UTBNI 15000 kg	66,250	50,016
Multi engine 15000 kg UTBNI 19000 kg	72,195	53,652
Multi engine 19000 kg & above—unless otherwise listed	77,242	56,533
Dash 8 100–15650 kg MTOW	72,195	53,652
Dash 8 200–16466 kg MTOW	72,195	53,652
Dash 8 300–19505 kg MTOW	72,195	53,652

Minimum salary per annum

\$

Dash 8 400–28998 kg MTOW 77,123 56,533

**B.1.2 Larger aircraft classifications and minimum salaries**

[B.1.2 varied by [PR997933](#), [PR509077](#), [PR522908](#), [PR536711](#), [PR551634](#), [PR566718](#), [PR579813](#), [PR592144](#), [PR606371](#), [PR707456](#) ppc 01Jul19]

Pilots employed on larger aircraft will be paid the following minimum annual salary:

Classification	Minimum salary per annum		
	\$		
	Captain	First Officer	Second Officer
Fokker 28	124,140	82,288	
CRJ-50	124,140	82,288	
BAe-146	134,391	88,747	
Fokker 100B	134,391	88,747	
Boeing 717	134,391	88,747	
Narrow body aircraft	140,892	92,790	
Wide body aircraft–single deck	161,760	106,444	64,570
Wide body aircraft–double deck	182,630	120,099	72,763

**B.1.3 Additions to minimum salary**

In addition to the minimum salary the following salary components will be paid as applicable.

- (a) A pilot flying a piston engine aircraft engaged on commuter operations will be paid an additional allowance of 183% of the [standard rate](#) per annum.
- (b) A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of a Senior Commercial Pilots' Licence or Airline Transport Pilots Licence by their company or CASA (or who operates under an exemption from holding that licence) will be paid 604% of the [standard rate](#) per annum.
- (c) A pilot flying a turbo-prop aircraft will be paid 797% of the [standard rate](#) per annum.

**Air Pilots and Helicopter Aircrew Award 2010**

(d) A pilot (excluding Fokker-28 pilots) flying a turbo jet aircraft will be paid 1280% of the [standard rate](#) per annum.

**B.1.4** Pilots (excluding Fokker-28 pilots) who are required to carry out flying using an instrument rating will be paid an additional allowance as follows:

Instrument flying rating	Percentage of <a href="#">standard rate</a>
	%
Command or Class 1	732
Co-pilot or Class 2	476
Night VFR or Class 4	183

**B.1.5** A Charter Pilot who is employed under the provisions of this award and who may be required by their employer from time to time to carry out ab-initio flight instruction will be paid the appropriate salary as specified in this clause.

**B.1.6 First Officer/Second Pilot**

[B.1.6 varied by [PR997787](#) from 31May10]

A First Officer/Second Pilot will be paid the relevant instrument rating under clause B.1.4 above where applicable and in addition 65% of the amounts specified in clause B.1.3(a), (c) or (d).

**B.1.7 Salaries—flight instruction**

The following additions to the minimum salary provided in clauses B.1.1 and B.1.2 for flight instruction.

(a) On appointment a flight instructor will be paid on the following basis:

(i) **Single engine:**

Grade III single engine charter

Grade II single engine charter plus 417% of the [standard rate](#) per annum

Grade I single engine charter plus 834% of the [standard rate](#) per annum

(ii) **Multi engine**

Grade III multi engine charter

Grade II multi engine charter plus 417% of the [standard rate](#) per annum

Grade I multi engine charter plus 834% of the [standard rate](#) per annum

(b) Despite CAO 40.1.7 subsection 4.2, an instructor who has not achieved their 50 hours flight time instruction in navigational sequences but who has logged 300 hours in total will be paid as a Grade II flight instructor.

(c) A Grade I instructor engaged on single engine aircraft covering eight years of service with the same employer will be paid increments of 106% of the [standard rate](#) for the sixth, seventh and eighth year of service with the employer.

**B.1.8** A pilot who is required to carry out flight instruction using the privileges of an instrument rating will be paid the appropriate additional allowance as follows:

Instrument flying rating	Percentage of <a href="#">standard rate</a>
	%
Command or Class 1	732
Co-pilot or Class 2	476
Night VFR or Class 4	183

**B.1.9** A flight instructor not being a Chief Flying Instructor (CFI) who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of 5% in addition to the salary determined under clauses B.1.7 and B.1.8.

**B.1.10** A flight instructor not being a CFI who is approved by CASA to conduct flight tests for the issue of CASA licences or ratings on a licence and is required to carry out this function by their employer will be paid an additional amount at the rate of 5% of salary per annum applicable to the instructor's years of service.

**B.1.11** A flight instructor not being a CFI who carries out combined functions listed in clauses B.1.9 and B.1.10 will be paid an additional amount at the rate of 7% of their annual salary per annum.

**B.1.12** Where a pilot who is engaged in a particular category or classification of work is required to carry out flying duties in a category or classification attracting a higher level of remuneration, the pilot will be paid for all such duties at the applicable higher rate of remuneration for a minimum period of seven days and will at the same time be entitled to any higher employment benefits applicable to that category.

**B.1.13** A CFI will be paid the highest of the following payments applicable to the rating of their school in addition to the salary determined under clauses under B.1.7 and B.1.8.

School rating	Percentage of salary
	%
Private	6
Commercial	8
Instrument	10



**Schedule C—Classifications, Minimum Salaries and Additions to Salaries—  
Regional Airlines**

[Varied by [PR991553](#), [PR994421](#), [PR998167](#), [PR997933](#), [PR509077](#), [PR509199](#), [PR523029](#), [PR522908](#), [PR536711](#), [PR536832](#), [PR551634](#), [PR551755](#), [PR566856](#), [PR566718](#), [PR579551](#), [PR579813](#), [PR592306](#), [PR592144](#), [PR606371](#), [PR606527](#), [PR704096](#), [PR707456](#), [PR707657](#), [PR711781](#)]

Despite anything else contained in this award, the following clauses in Schedule C will apply to all employers who are regional airlines and pilots employed by regional airlines.

If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.

**C.1 Minimum salaries**

[C.1.1 varied by [PR997933](#), [PR509077](#), [PR522908](#), [PR536711](#), [PR551634](#), [PR566718](#), [PR579813](#), [PR592144](#), [PR606371](#), [PR707456](#), [PR711781](#) ppc 01Jul19]

**C.1.1** Full-time pilots employed by regional airlines must be paid the following annual salaries:

	Minimum salary per annum	
	Captain	Co-pilot
<b>Group 1</b>		
Cessna 206	51,106	
Cessna 207	51,106	
Cessna 210	51,106	
<b>Group 2</b>		
Aero Commander 500	56,627	
Beechcraf 55	56,627	
Beecherall 58	56,627	
Britten Norman BN2	56,627	
Cessna 310	56,627	
Cessna 337	56,627	
Cessna 402	56,627	



Air Pilots and Helicopter Aircrew Award 2010

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
Cessna 414	56,627	
Partenavia P68	56,627	
Piper PA23	56,627	
Piper PA30	56,627	
Piper PA31	56,627	
Piper PA34	56,627	
Piper PA60 Aerostar	56,627	
<b>Group 3</b>		
Beechcrall 65	58,552	
Cessna 404	58,552	
Cessna 421	58,552	
<b>Group 4</b>		
Cessna 441	62,705	
Nomad N22	62,705	
Nomad N24	62,705	
<b>Group 5</b>		
Beechcraft 200	71,124	51,503
Swearingen 226	71,124	51,503
Swearingen 227	71,124	51,503
De Havilland 6-100	71,124	51,503
De Havilland 6-200	71,124	51,503

Air Pilots and Helicopter Aircrew Award 2010

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
De Havilland 6-300	71,124	51,503
Casa 212	71,124	51,503
Embraer 110	71,124	51,503
<b>Group 6</b>		
Jetstream 31	73,050	52,139
Beach 1900	73,050	52,139
Metro 23	73,050	52,139
<b>Group 7</b>		
Cessna 550	75,954	52,985
McDonnell Douglas	75,954	52,985
DC3	75,954	52,985
Shorts SD-330	75,954	52,985
Shorts SD-360	75,954	52,985
Mohawk	75,954	52,985
<b>Group 8</b>		
Saab-Fairchild	81,084	55,570
340 A	81,084	55,570

Air Pilots and Helicopter Aircrew Award 2010

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
<b>Group 9</b>		
De Havilland	87,534	58,869
Dash 8-102, 200 and 300	87,534	58,869
Dash 8-400	93,537	62,868

## C.2 Multiple endorsements

- C.2.1** A pilot must not be required to maintain currency on more than three aircraft types with gross weights in excess of 3500 kg.
- C.2.2** Despite C.2.1, a pilot must not be required to maintain currency on more than two turbine aircraft types if they fly turbine aircraft with gross weights in excess of 5560 kg.
- C.2.3** A pilot must not be required to fly more than one turbine aircraft with a gross weight in excess of 5700 kg. A pilot flying one aircraft in excess of 5700 kg may fly one aircraft referred to in clause C.2.2 provided as a minimum the pilot must operate both types on no less than four sectors in 21 days. In addition, captains must be given an asymmetric training session every four months on each type.
- C.2.4** The provisions of clauses C.2.1 and C.2.2 do not apply to check captains and/or training captains.
- C.2.5** A pilot endorsed for two pilot operations must not revert to a single pilot operation unless currently on a single pilot operation on the type of aircraft.

## C.3 Other duties allowance

- C.3.1** If the weight of freight carried during a tour of duty exceeds 500 kg and the employer requires the pilot to physically load or unload the aircraft, the pilot must be paid an allowance of 15.6% of the [standard rate](#) for the tour of duty.
- C.3.2** A pilot must not be required to carry out the duties referred to in clause C.3.1 if appropriate personnel or facilities are available. Payment of this allowance does not enable the employer to avoid providing appropriate personnel and facilities.

## C.4 Accommodation, camping out allowance, layover allowance, meals and duty travel

- C.4.1** This clause applies to pilots employed by a regional airline instead of clauses 19.1 and 19.8 of the award.

**C.4.2 Accommodation**

[C.4.2 varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

Pilots who are absent on layover in the course of their employment must be provided with accommodation of an appropriate standard. If a pilot is required by the employer to stay in accommodation which is not of an appropriate standard, the pilot must be paid an allowance of \$114.84 per night.

**C.4.3 Camping out allowance**

[C.4.3 varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

If a pilot is required by their employer to camp out in the course of their employment, the pilot must be paid a camping out allowance of \$97.98 per night. This allowance is instead of the allowances specified elsewhere in this clause.

**C.4.4 Layover allowance**

[C.4.4 varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

In addition to the other allowances in this clause, pilots on layover must be paid a layover allowance of:

Australia and dependencies	\$20.10
Elsewhere	\$44.22

**C.4.5 Meals**

[C.4.5(a) varied by [PR998167](#), [PR509199](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

(a) Pilots who are absent on layover in the course of their employment must be provided with meals of an appropriate and agreed standard. The employer may pay the following allowances instead of providing the meals or by mutual agreement:

Breakfast	\$28.05
Lunch	\$31.43
Dinner	\$54.03

(b) If a pilot commences a tour of duty from a layover port which involves duty in excess of 30 minutes in one of the following periods:

- 0630–0800 hours (Breakfast);
- 1200–1330 hours (Lunch); or
- 1800–2000 hours (Dinner),

## Air Pilots and Helicopter Aircrew Award 2010

the pilot must be provided with a meal of appropriate and agreed standard or be paid the appropriate meal allowance as prescribed in clause C.4.5(a).

### C.4.6 Pilot can secure own accommodation and meals

[C.4.6 varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#) [PR704096](#), [PR707657](#) ppc 01Jul19]

By mutual agreement with the employer, the pilot can elect to be responsible for securing their own accommodation and meals on any layover, in which case the pilot must be paid an allowance of \$127.98.

### C.4.7 Duty travel

[C.4.7 varied by [PR994421](#) from 01Jan10]

If a pilot or their spouse or de facto partner and/or dependent children under 21 years of age are:

- travelling at the direction of the employer; and
- off-loaded overnight,

the employer must provide transport to and from the airport and accommodation of an appropriate standard and meals on each such occasion or an allowance instead thereof.

## C.5 Sector limitations

C.5.1 Subject to clause C.5.2, a pilot must not operate more than nine sectors in any tour of duty.

C.5.2 If a pilot has a rest period of less than 11 hours at a base other than home base prior to commencing their next tour of duty, the pilot must not operate more than six sectors in that tour of duty.

C.5.3 A deadhead travel sector counts as a sector for the purpose of this clause.

## C.6 Currency and proficiency training

C.6.1 Any currency or proficiency training required by the employer must not be conducted at the conclusion of a tour of duty except by mutual agreement between the pilot and the employer.

### C.6.2 Opportunity to qualify

- (a) Type endorsement must not be commenced unless the pilot has successfully completed an approved engineering course where required for the type.
- (b) Line training must not be commenced unless the pilot has successfully completed the endorsement training for the type.
- (c) A pilot who is required to undergo a progress check must have completed a minimum of 75% of their line training.
- (d) A pilot who fails to achieve the required standard at a base check conducted during their line training must have the opportunity to repeat the base check prior to the completion of their line training.

- (e) A pilot who fails to achieve the required standard during the repeat of a base check or check-to-line is deemed to have failed their opportunity to qualify.

**C.6.3 Failure to qualify**

- (a) A pilot who fails conversion or command training and is not required to remain on the aircraft type or who does not seek to undertake a second period of training must revert to their previous equipment and status, or where the equipment is not available, to such lesser-rated equipment or status for which they can qualify.
- (b) A pilot who fails their first opportunity to qualify for command or on conversion training is entitled to a second opportunity. The pilot may elect to have their second opportunity carried out with a different training captain and/or check captain.

**C.6.4 Failure to maintain standard**

- (a) If a pilot is unable to maintain the required standard during a normal licence or instrument rating renewal, they are entitled to a period of training prior to being re-checked.
- (b) If the pilot fails the re-check, they are entitled to retraining for up to 20 sectors and/or two hours local flying or a simulator training equivalent. The pilot may elect to have this check conducted by a different check captain.
- (c) If a pilot fails their final re-check, they must revert to such lesser rated equipment or status as is available, for which they can qualify in accordance with C.6.3(a).

### C.7 Additions to salary

The following additions to the salary prescribed in clause C.1.1 should apply:

	Percentage of minimum salary
	%
Training captain	6
Pilot designated as a senior base captain	6
Check captain	8
Check and training captain	10
Pilot designated as Chief pilot	10
Senior base captain and a check and training captain	11
Pilot designated as Chief pilot and a check and training captain	12

## Schedule D—Sector Specific Conditions—Aerial Application Operations

[Varied by [PR991553](#), [PR997933](#), [PR509077](#), [PR522908](#), [PR536711](#), [PR551634](#), [PR566718](#), [PR579813](#), [PR592144](#), [PR606371](#), [PR707456](#)]

Despite anything else contained in this award, the following clauses will apply to all employers and pilots conducting aerial application operations.

If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.

### D.1 Definitions

- D.1.1 Aerial application pilot** means a pilot holding an agricultural or aerial application rating issued by CASA but does not include an executive officer of the company.
- D.1.2 Appropriate accommodation** means accommodation which is as a minimum, quiet and free from factors which may reduce adequate rest and must provide a separate room for each pilot.
- D.1.3 Charge out price of the aircraft** means the charge to the client excluding the cost of material applied.
- D.1.4 Layover** means the continuous period of time in excess of 10 hours in every 24 hour period standing alone from the time of commencement of duties that a pilot spends free of duty between consecutive duty periods at a port other than their home base. For the purposes of this definition a temporary transfer base will be regarded as home base.
- D.1.5 Night operations** mean aerial application operations conducted between last light and dawn.

### D.2 Hours of work

- D.2.1** The flight time and duty time limitations upon a pilot will be in accordance with the relevant CASA regulations in force from time to time, or the dispensations approved by CASA and the pilots involved. Ordinary hours of work will not average more than 38 per week.
- D.2.2** Pilots will accrue two days free from all duties for every five days worked. Subject to flight time limitations or dispensations, approved by CASA, days off will be taken by mutual agreement between the employer and the pilot.
- D.2.3** Where at the point of termination a pilot has accrued under this clause an entitlement to a day or days off the pilot will receive payment instead of such days(s) at the appropriate minimum salary.

### D.3 Stand-down provisions

- D.3.1** Despite anything elsewhere contained in this clause, the employer will be entitled to deduct payments from the salary of a pilot for any day such pilot cannot be usefully employed because of any strike, stoppage, seasonal variations including drought, or other limitations of work for which the employer cannot be held responsible but subject to the following conditions:



**Air Pilots and Helicopter Aircrew Award 2010**

- (a) a pilot may be stood down only at home base;
- (b) when the employer proposes to exercise the right conferred by these provisions, the employer will notify the pilot. During the period such notification remains in force, the pilot will be deemed to be stood down for the purpose of these provisions;
- (c) any pilot who is stood down under these provisions will be treated for all purposes (other than payment of salaries) as having continuity of service and employment notwithstanding such standing down;
- (d) any pilot who is stood down under these provisions may at any time during the period they are stood down, terminate their employment without notice and will be entitled to receive as soon as practicable all salaries and other payments to which they are entitled up to the time of termination;
- (e) any pilot who is terminated under clause D.3.1(d) of these provisions will for all purposes (other than payment instead of notice) be treated as if their employment has been terminated by the employer without default of the pilot; and
- (f) any pilot whom the employer proposes to stand down under these provisions will be entitled to elect to take any annual leave, to which the pilot is entitled or which is accruing to them.

#### **D.4 Temporary transfer**

Where a temporary transfer is to be for a period in excess of 28 days the employer will provide travel for the pilot to their home base once every 28 days.

#### **D.5 Annual leave**

**D.5.1** No leave loading is required to be paid for aerial application operations.

**D.5.2** A pilot will be paid in full at the base rate of pay for the period of leave to be taken prior to commencing such leave unless mutually agreed between the pilot and the employer.

##### **D.5.3 Proportionate annual leave on termination of employment**

- (a) On termination of employment a pilot will be paid fully at the base rate of pay instead of annual leave.
- (b) For all untaken annual leave entitlements that have fallen due in relation to any completed years of service.
- (c) For the balance of the employment period, or for the whole period where it has been less than one completed year, at the rate of 1/365th of the annual base rate of pay for each completed day of employment in respect of which annual leave has not been granted.

#### **D.6 Personal leave**

**D.6.1** The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

**D.6.2** The amount of personal leave to which a pilot is entitled depends on how long they have worked for the employer and accrues as follows:

Length of time worked for employer	Additional	Cumulative
On appointment	5 days	5
On completion of 6 months	5 days	10
6 months to less than 12 months	10 days	20
On completion of each 12 months thereafter	10 days	

**D.6.3** Personal leave will be available to a maximum of 26 weeks in any one continuous absence.

## D.7 Payment of wages

**D.7.1** Additions to minimum salary will be conditional upon the pilot lodging the required flying returns within seven days of the completion of each contract or month, whichever is applicable, and will be paid within 28 days thereof.

**D.7.2** The minimum salary for a casual pilot will be paid weekly, fortnightly or as agreed with the pilot. For commission payment will be in accordance with the company practice but no less favourable than as stipulated in clause D.7.1.

**D.7.3** Reimbursement of expense claims reasonably claimed by a pilot will be made within seven days of lodgement.

## D.8 Protective clothing

**D.8.1** The employer must reimburse the pilot for the cost of purchase and maintenance of protective clothing and equipment (excluding crash helmet).

**D.8.2** This clause will not apply where the employer provides and maintains the protective clothing and equipment.

## D.9 Salary

### D.9.1 Minimum salary

[D.9.1 varied by [PR997933](#), [PR509077](#), [PR522908](#), [PR536711](#), [PR551634](#), [PR566718](#), [PR579813](#), [PR592144](#), [PR606371](#), [PR707456](#) ppc 01Jul19]

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
0–1000	740.80
1001–2000	764.90

Air Pilots and Helicopter Aircrew Award 2010

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
2001–3000	796.60
Over 3000	860.60

[D.9.2 varied by [PR997933](#), [PR509077](#), [PR522908](#), [PR536711](#), [PR551634](#), [PR566718](#), [PR579813](#), [PR592144](#), [PR606371](#), [PR707456](#) ppc 01Jul19]

- D.9.2** An aerial application pilot engaged on a casual basis must be paid \$232.00 per day.
- D.9.3** A pilot engaged on a casual basis will be paid a minimum of one day's pay for each day the pilot reports for work.
- D.9.4** A pilot engaged on a casual basis will be given as much notice as possible when notifying cancellation of daily duty.
- D.9.5 Minimum additions to minimum salary—commission**  
In addition to the minimum salary prescribed in clauses D.9.1 and D.9.2, a pilot will be paid the following minimum rate of commission:
- 8% of the charge-out price of the aircraft for spreading;
  - 10% of the charge-out price of the aircraft for liquid spraying, pasture grass seeding, rice seeding, rabbit baiting and sundry activities; and
  - 12.5% of the charge-out price of the aircraft for night spraying.
- D.9.6 Training and/or checking**  
Where CASA approves an agricultural pilot to perform training and/or checking duties and that pilot is directed by their employer to undertake such training and/or checking of other pilots, they will be paid the greater of an additional 3% of the [standard rate](#) per hour or 100% of the commission payable above while in command of the aircraft.
- D.9.7 Chief pilot**  
A pilot designated a Chief pilot by their employer will be paid an additional 5% of minimum salary.

## **Schedule E—Sector Specific Conditions—Helicopter Operations (Pilots)**

[Varied by [PR991553](#), [PR994421](#), [PR998167](#), [PR997933](#), [PR509077](#), [PR509199](#), [PR523029](#), [PR522908](#), [PR536711](#), [PR536832](#), [PR551634](#), [PR551755](#), [PR566718](#), [PR566856](#), [PR579551](#), [PR579813](#), [PR592306](#), [PR592144](#), [PR606371](#), [PR606527](#), [PR704096](#), [PR707657](#), [PR707456](#) ppc 01Jul19]

Despite anything else contained in this award, the following clauses will apply to all employers and pilots conducting helicopter operations.

If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.

### **E.1 All helicopter operations**

The following provisions apply to all aspects of helicopter operations:

#### **E.1.1 Co-pilots reclassification**

The co-pilot of an aircraft will be paid 70% of the appropriate on-shore or off-shore command rate as defined in clauses E.5 (on-shore operations) and E.6 (off-shore operations) of Schedule E to this award. After two years, there will be an assessment and if successful, the co-pilot will be reclassified as a senior co-pilot and paid at the single engine command rate or if they were to fail the assessment, then they would remain at the co-pilot level until passing the assessment.

#### **E.1.2 Police operations**

All pilots engaged in such police operations will be covered for accident insurance against death or serious injury for an amount of not less than seven times their gross annual salary.

### **E.2 Transfers**

[E.2.1 varied by [PR994421](#) from 01Jan10]

**E.2.1** A pilot transferred will be entitled to receive payments from the employer for all reasonable expenses incurred by the pilot for the removal of the pilot, their spouse or de facto partner and dependent children under 21 years of age and their furniture, possessions and personal effects from one home base to another home base approved by the employer in advance or storage charges for such furniture or possessions, on production of receipts for expenditure. Where a pilot is on transfer with their family, positive load seats will be provided.

**E.2.2** A base will be regarded as home base for the purpose of this clause if the pilot is transferred there for a period which is either expressed at the time to exceed 28 days or while not expressed to exceed 28 days, does in fact do so other than by mutual agreement. A transfer to another home base if the pilot is notified in an approved manner during the course of that period that the transfer will extend for a period beyond such 28 days in which event temporary reimbursement will cease and the provisions herein will become applicable.

**E.2.3** When special circumstances arise, pilots may be allowed additional expenses subject to the approval of the employer.

**Air Pilots and Helicopter Aircrew Award 2010**

- E.2.4** Where a pilot is transferred to a new home base at the employer's direction, the pilot will be entitled to first class accommodation provided by the employer for a period of up to two weeks.
- E.2.5** In the case of a pilot being transferred to another base, at least one month's notice of such transfer will be given unless the pilot consents to shorter notice.
- E.2.6** Where a pilot is operating on a field tour basis, the pilot may elect on a temporary basis to move their family to and from the tour site at the pilot's own expense. In such a case the pilot will continue to remain on a tour basis for all allowances, work cycles and duty hours. The employer will not be constrained from moving the work site of such a pilot but will nonetheless avoid doing so needlessly.
- E.2.7** On arrival at a base to which they have been permanently transferred a pilot will be granted reasonable time off to attend to personal matters arising out of this relocation.
- E.2.8** A pilot will not be transferred more than once every two years except by mutual agreement.

### **E.3 Duty travel**

- E.3.1** A pilot when required:
- (a) by their employer to undertake any travel in the course of the pilot's employment; or
  - (b) by their employer to undertake any travel for the purpose of any training or certification, or for any other reason in the course of the pilot's employment,
- will be provided with reasonable class travel for all such duty travel at no expense to the pilot.
- E.3.2** As far as practicable all travel arrangements (including accommodation where the employer elects to provide same) will be made by the employer prior to the departure of the pilot from their home base and all such arrangements will be made known to the pilot prior to such departure.
- E.3.3** Where any travel undertaken in accordance with clause E.3.1 involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with clause E.5.6.
- E.3.4** Where a pilot in the course of their employment is required by the employer to undertake any local travel by means of using taxi cabs or public transport, the pilot may elect to pay their fares en route, and in such cases the employer will, on production of proper receipts, reimburse the pilot for all expenses incurred by them in such travel.

### **E.4 Additions to salary**

#### **E.4.1 Additional qualifications**

**(a) Senior commercial pilot's licence**

A pilot who is required to hold an ATPL will be paid 515% of the [standard rate](#) per annum in addition to the salary prescribed in clause E.5.1.

**(b) Instrument flying rating**

A pilot who is required to hold an instrument flying rating will be paid the following additional amounts:

Instrument flying rate	Percentage of the <a href="#">standard rate</a> per annum
	%
Command	625
Co-pilot	406
Night LVMC	156

**(c) Supervisory pilots**

Pilot in charge supervising	Percentage of salary
	%
Up to three pilots	5
More than three pilots	8
Check and training pilot	8
Check and training plus IFR	10
Chief pilot	10
Check and training who is also Chief pilot	12

The above percentages are to be applied to year eight in the appropriate salary scale, inclusive of ATPL/IFR payments.

**E.4.2 Allowances**

**(a) Area allowances**

Where a pilot is based at the location in respect of which the district allowance is payable in accordance with the Commonwealth Public Service regulations, the pilot will be paid the appropriate allowance as prescribed by those regulations.

**(b) Telephone**

Where the employer requires a pilot to install a telephone the employer will pay all installation and rental costs. The employer will reimburse pilots for all amounts paid for local and trunk calls made in connection with their employment. All such calls will

## Air Pilots and Helicopter Aircrew Award 2010

be logged and the claim in respect of long distance calls will be supported by the appropriate provider statements.

### (c) Camping out

[E.4.2(c) varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

Where a pilot is required to camp out in the course of their duties an allowance, additional to the allowance prescribed in clause E.4.2(a) will be paid at the rate of \$30.88 per night, provided camping equipment of first class standard will be supplied and all messing and other arrangements will be organised by the employer.

### (d) Transport

[E.4.2(d)(i) varied by [PR523029](#), [PR536832](#), [PR551755](#) ppc 01Jul14]

(i) Where a pilot will be away from home base for more than 48 hours, the employer will, upon request by the pilot, provide suitable transport or the cost thereof between the pilot's home and their base airport irrespective of time of departure or return, provided that the employer may elect to pay the pilot an allowance of \$0.78 per kilometre instead of provision of transport. Provided further that this will be for a maximum of 100 kilometres return.

(ii) Where a pilot stays at any designated place away from their home base the pilot will be provided by the employer with transport, free of cost to the pilot, between the airport and their place of accommodation and return at the required time.

[E.4.2(d)(iii) varied by [PR523029](#), [PR536832](#), [PR551755](#) ppc 01Jul14]

(iii) No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees. Where a pilot agrees to use their private vehicle for the employer's purposes, the pilot will be paid an allowance of \$0.78 per kilometre.

## E.5 On-shore helicopter operations specific provisions

The following provisions apply specifically to pilots employed in on-shore helicopter operations.

### E.5.1 Minimum salaries

[E.5.1 varied by [PR997933](#), [PR509077](#), [PR522908](#), [PR536711](#), [PR551634](#), [PR566718](#), [PR579813](#), [PR592144](#), [PR606371](#), [PR707456](#) ppc 01Jul19]

The following minimum salaries must be paid to pilots employed on on-shore helicopter operations:

Minimum salary per annum  
\$

*Single engine*

Air Pilots and Helicopter Aircrew Award 2010

	Minimum salary per annum \$
1st year of service	55,474
2nd year of service	56,773
3rd year of service	58,018
4th year of service	59,238
5th year of service	60,538
6th year of service	61,836
7th year of service	63,138
8th year of service	64,438
9th year of service	65,736
<b><i>Twin 0-9000 lbs</i></b>	
1st year of service	59,238
2nd year of service	60,538
3rd year of service	61,836
4th year of service	63,138
5th year of service	64,438
6th year of service	65,736
7th year of service	67,037
8th year of service	68,336
9th year of service	69,635
<b><i>Twin over 9000 lbs</i></b>	
1st year of service	61,836
2nd year of service	63,138



Air Pilots and Helicopter Aircrew Award 2010

	Minimum salary per annum \$
3rd year of service	64,438
4th year of service	65,736
5th year of service	67,037
6th year of service	68,336
7th year of service	69,635
8th year of service	70,790
9th year of service	72,235

**E.5.2 Service credits**

Pilots on commencement are entitled to the following service credits:

Prior experience incremental	Credits
<b>Single engine</b>	
3000 helicopter command hours	1 year
6000 helicopter command hours	2 years
9000 helicopter command hours	3 years
Total maximum credit	3 years
<b>Twin engine</b>	
Twin Command on aircraft types operated by the employer	1 year per type
Maximum twin credit	2 years
Current Aust. IFR Helicopter Class 3 or higher	2 years
Any other IFR Helicopter lapsed or otherwise	1 year
Maximum IFR credit	2 years
Total maximum twin credit	4 years

**E.5.3 Specific on-shore operations additions to salary**

**(a) Cattle mustering**

A helicopter pilot engaged in cattle mustering will be paid additionally an amount of 2.5% of the [standard rate](#) per day for each day or part thereof upon which the pilot is so engaged.

**(b) Police operations**

Pilots engaged on police owned and operated helicopter operations will be paid a special allowance of 1045% of the [standard rate](#) per annum for twin engine operations, and 710% of the [standard rate](#) per annum for single engine operations where they are authorised to carry out operations pursuant to CAO 95.17.

**E.5.4 Specific on-shore allowances—overnight allowance**

The following overnight allowance will be paid to a pilot for each night spent away from their home base; such amount is to be additional to any other allowance provided for under this award in respect of time spent away from home base:

Australia and dependencies      2.5% of the [standard rate](#)

Overseas      2.5% of the [standard rate](#)

**E.5.5 Hours of duty**

**(a) Duty/flight time**

- (i)** Duty time and flight time, except where expressly varied by this clause, will be carried out in accordance with the provisions of the Civil Aviation Orders Part 48 and concessions approved by the Secretary of CASA.
- (ii)** Employers will make every effort to ensure a pilot will be rostered at least one weekend off in each 28 days.
- (iii)** A pilot while at their home base will receive four days free from all duties in every 14 day period, such duty free days will be taken in two, two-day periods provided that this may be varied by mutual agreement between a pilot and the employer as long as the period of duty free time of a pilot will be on the basis of four days off in each 14 day period.
- (iv)** Where a tour of duty is cancelled and the pilot is notified at or before 1900 hours on the preceding day, then the day of the cancelled tour of duty may be regarded as a day off.
- (v)** A pilot on reserve or stand-by duty will be contactable within any scheduled reserve duty period and will report for the appointed duty no later than one hour after being contacted. The employer will specify the reserve duty period commencement and finishing time which will be as agreed between the employer and the AFAP but the duration of such reserve duty periods will not exceed 12 hours.

**Air Pilots and Helicopter Aircrew Award 2010**

- (vi) The pilot's day or days off under this award will be preceded and succeeded by buffer periods, the sum of which will be no less than 12 hours.
- (vii) Any accrued days off not given as provided in this clause will upon termination of employment be payable to a pilot at the computed daily rate.

**(b) Multiple day tours**

- (i) A pilot on duty away from home base will be entitled to accommodation, meals and transport in accordance with clauses E.5.6 and E.6.4.
- (ii) A period of duty away from home base will be planned up to a maximum of 28 days duration provided, however, the tour may subsequently be extended a further 14 days by mutual agreement.
- (iii) Where a pilot is on duty away from home base, they may elect to defer duty free days in excess of those duty days referred to under CAO 48, and in this event the pilot will, on return to home base, immediately receive the deferred days off.
- (iv) In addition to days off prescribed under clause E.5.5, a pilot away from home base will accrue an entitlement to one day off at home base for each five days away. Any portion of five days away will, for the purpose of determining accrued days off be added to the subsequent period of duty. The calculation of the accrual of days off will include the day of departure where the scheduled departure time is prior to 1200 hours and the day of return where the schedule arrival time is after 1200 hours.
- (v) Any accrued days off accruing under the above clauses will not be included as part of annual leave.
- (vi) Any accrued days off under this clause will be taken immediately upon return to home base, provided that such accrued days may be taken at an alternative time mutually agreed upon between the pilot and the employer.
- (vii) For the purpose of this clause duty away from home base will not include training.

**E.5.6 Travelling and working away from home base**

- (a) Consultation must occur between pilots and/or their representative before establishing hotel accommodation and/or arrangements for meals at new overnight points or before changing existing arrangements for meals and/or accommodation.
- (b) Pilots away from home base on flight duty, or training or other duty or when deadheading under employer direction will:
  - (i) Be provided with first class accommodation and transport as provided in clause E.6.4 or the employer may pay an allowance instead of the provision of accommodation.

[E.5.6(b)(ii) varied by [PR998167](#), [PR509199](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (ii) Where a pilot is away from home base on an overnight or field tour other than a tour where the employer is obligated to accept messing arrangements provided by the client the meal allowance will be:

Breakfast            \$28.05

Lunch                \$31.43

Dinner               \$54.03

- (iii) Where a pilot elects to charge any meal or meals direct to the employer the allowances for such meals prescribed by clause E.5.6(b)(ii) will not be payable nor will the amounts charged exceed those set out in clause E.5.6(b)(ii) in respect of any meal, or, where the three meals are taken the total of those amounts on a daily basis.

[E.5.6(c) varied by [PR998167](#), [PR509199](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (c) Where a pilot is not relieved from duty for a continuous period of 20 minutes between the fourth and fifth hours since the commencement of duty or at some other mutually agreed time, then the pilot will be paid an allowance of \$21.41.

[E.5.6(d) varied by [PR998167](#), [PR509199](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR579551](#), [PR592306](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (d) Where, during a tour of duty a pilot is shut down away from home base between the hours of 1200 and 1400, the pilot will receive an allowance of \$21.41. The allowance will not be payable where the employer provides the pilot with a meal.

- (e) The employer will reimburse the pilot for reasonable actual laundry expenses incurred while away from home base.

[E.5.6(f) varied by [PR509199](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

- (f) Where first class accommodation is available in the area and cannot be or has not been provided, the employer will pay the pilot a disability allowance of up to \$22.99 per night if such is not provided. The payment of this allowance will not be deemed permissive avoidance of the obligations of the company to provide first class accommodation.

## E.6 Off-shore helicopter specific provisions

### E.6.1 Minimum salaries

[E.6.1 varied by [PR997933](#), [PR509077](#), [PR522908](#), [PR536711](#), [PR551634](#), [PR566856](#), [PR566718](#), [PR579813](#), [PR592144](#), [PR606371](#), [PR707456](#) ppc 01Jul19]

The following must be the minimum annual salaries for helicopter pilots engaged in offshore hydrocarbons and gas operations, marine pilot transfer, search and rescue (as defined):

Single engine command	Minimum salary per annum \$
<b><i>UTBNI 9000 lbs</i></b>	
1st year of service	57,938
2nd year of service	59,238
3rd year of service	60,538
4th year of service	61,836
5th year of service	63,138
6th year of service	64,438
7th year of service	65,736
8th year of service	67,035
9th year of service	68,336
10th year of service	69,635
11th year of service	70,934
12th year of service	72,235
13th year of service	73,534
14th year of service	74,835
15th year of service	76,136
<b><i>All other operations command</i></b>	

**Air Pilots and Helicopter Aircrew Award 2010**

<b>Single engine command</b>	<b>Minimum salary per annum \$</b>
1st year of service	64,438
2nd year of service	65,736
3rd year of service	67,035
4th year of service	68,336
5th year of service	69,635
6th year of service	70,934
7th year of service	72,235
8th year of service	73,534
9th year of service	74,835
10th year of service	76,136
11th year of service	77,433
12th year of service	78,733
13th year of service	80,033
14th year of service	81,331
15th year of service	82,632

**E.6.2 Service credits**

Pilots on commencement are entitled to the following service credits:

<b>Prior experience incremental</b>	<b>Credits</b>
<b>Single engine</b>	
3000 helicopter command hours	1 year
6000 helicopter command hours	2 years
9000 helicopter command hours	3 years

Air Pilots and Helicopter Aircrew Award 2010

Prior experience incremental	Credits
Total maximum credit	3 years
<b>Twin engine</b>	
Twin command on aircraft types operated by the employer	1 year per type
Maximum twin credit	2 years
Current Aust. IFR Helicopter Class 3 or higher	2 years
Any other IFR Helicopter lapsed or otherwise	1 year
Maximum IFR credit	2 years
Total maximum twin credit	4 years

**E.6.3 Specific off-shore additions to salary**

**Special duties**

A pilot employed for off-shore helicopter operations will be paid a special duties addition to salary of 775% of the [standard rate](#) per annum.

**E.6.4 Allowances**

**(a) Area allowances**

Where a pilot is based at the location in respect of which the district allowance is payable in accordance with the Commonwealth Public Service regulations, the pilot will be paid the appropriate allowance as prescribed by those regulations.

**(b) Telephone**

- (i)** Where the employer requires a pilot to install a telephone, the employer will pay all installation and rental costs.
- (ii)** The employer will reimburse pilots for all amounts paid for local and long distance calls made in connection with their employment. All such calls will be logged and the claim in respect of long distance calls will be supported by the appropriate Telstra (or other provider) statements.

**(c) Camping out**

[E.6.4(c) varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#) ppc 01Jul19]

Where a pilot is required to camp out in the course of their duties an allowance, additional to the allowance prescribed in clause E.6.4(a) will be paid at the rate of

\$32.14 per night, provided camping equipment of first class standard will be supplied and all messing and other arrangements will be organised by the employer.

**(d) Transport**

[E.6.4(d)(i) varied by [PR523029](#), [PR536832](#), [PR551755](#) ppc 01Jul14]

- (i) Where a pilot will be away from home base for more than 48 hours, the employer will, upon request by the pilot, provide suitable transport or the cost thereof between the pilot's home and their base airport, irrespective of time of departure or return, provided that the employer may elect to pay the pilot an allowance of \$0.78 per kilometre instead of provision of transport, provided further that this will be for a maximum of 100 kilometres return.
- (ii) Where a pilot stays at any designated place away from the pilot's home base, they will be provided by the employer with transport, free of cost to the pilot, between the airport and the pilot's place of accommodation, and return at the required time.
- (iii) No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees.

[E.6.4(d)(iv) varied by [PR523029](#), [PR536832](#), [PR551755](#) ppc 01Jul14]

- (iv) Where a pilot agrees to use their private vehicle for the employer's purposes, then the pilot will be paid an allowance of \$0.78 per kilometre.

**E.6.5 Hours of duty**

- (a) A pilot on duty away from home base will be entitled to accommodation, meals and transport in accordance with clause E.5.6.
- (b) A period of duty away from home base will be of up to 28 days duration provided, however, the tour may be extended a further 14 days by mutual agreement.
- (c) Where a pilot is on duty away from home base, the pilot may elect to defer duty free days in excess of those duty days referred to under CAO 48 and in this event, the pilot will on return to home base, immediately receive the deferred days off.
- (d) A pilot on tour of duty will be employed on the basis of twelve 28 day cycles of duty per annum, consisting of 15 days on duty and 13 days off. Such days off to be taken at the pilot's home base. In addition the pilot will be entitled to 42 days annual leave per annum (inclusive of Saturdays, Sundays and public holidays), which will consist of one period of 13 days off associated with a duty cycle plus 29 days.
- (e) Any accrued days off under the above clause will not be included as part of annual leave except as provided in clause E.6.5(d). Methods of achieving correct ratios between periods of duty away from home base and days off may be agreed between the majority of affected employees and individual employers provided the principles set out in this clause are adhered to.



**E.6.6 Travelling and working away from home base**

- (a) Consultation must occur with pilots and/or their representatives before establishing hotel accommodation and/or arrangements for meals at new overnight points or before changing existing arrangements for meals and/or accommodation.
- (b) Pilots away from home base on flight duty or training or other duty under employer direction will:
  - (i) be provided with first class accommodation and transport as provided in clause E.6.4 or the employer may pay an allowance instead of the provision of accommodation; and
  - (ii) be paid a daily travelling allowance (DTA) as set out in clause E.6.6(c).
- (c) **Pilots operating away from home base**

[E.6.6(c)(i) varied by [PR998167](#), [PR523029](#), [PR536832](#), [PR551755](#), [PR566856](#), [PR606527](#), [PR704096](#), [PR707657](#)  
ppc 01Jul19]

- (i) A pilot on a tour of duty as per clause E.6.5 will be paid a DTA of \$5.29 per hour or part thereof calculated from arrival or departure from the operational base. Where breakfast, lunch and dinner are provided, a DTA of \$1.89 per hour or part thereof will apply instead.
- (ii) Where a pilot has not reached the operational base within eight hours of departure from their home base DTA will commence. Provided further that where a pilot departs their operational base and is then delayed, DTA will apply until eight hours prior to the pilot's return to home base or actual departure from operational base, whichever is later.

## Schedule F—Sector Specific Conditions—Helicopter Operations (~~Helicopter Aircrew~~)

Despite anything else contained in this award, the following clauses will apply to all employers and helicopter aircrew conducting helicopter operations.

If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.

### F.1 Minimum wages and related matters

#### F.1.1 Classification definitions

Classifications are defined as follows:

- (a) **Helicopter aircrew** are employees who are employed in helicopter operations as ~~Surveillance~~ Aircrewperson, Rescue Aircrewperson, Surveillance Mission Coordinator, Aircrewperson, Line Training Aircrewperson or Check and Training Aircrewperson. Aircrewpersons engaged in either Emergency Medical Service, Search and Rescue, Helitak Work (Airborne Rapelling, Firebombing and Firemapping) or transportation of passengers.
- (b) **Surveillance aircrewperson** - A member of the helicopter flight crew other than a employee who is qualified and proficient in the operation of equipment and techniques necessary to be despatched on surveillance missions. A Surveillance Aircrewperson must have completed a Certificate III in Aviation or have equivalent level of skill and training.
- (c) **Rescue aircrewperson** - A member of the Helicopter flight crew other than an employee who is qualified and proficient in the operation of equipment and techniques necessary to be despatched on surveillance missions and/or to be despatched from the helicopter to a person or persons in distress and to render the necessary aid prior to evacuation by the most appropriate means. They are also responsible for passenger safety during Passenger Transport Operations. A Rescue Aircrewperson must have completed a Certificate III in Aviation (Rescue Crewperson) or have equivalent level of skill and training.
- (d) **Surveillance mission coordinator** – A member of the helicopter flight crew other than a employee who is qualified and proficient in the operation of equipment and techniques necessary to be despatched as the Coordinator of surveillance missions.
- (e) **Aircrewperson** - A member of the Helicopter flight crew, other than a employee, who is qualified and proficient in the techniques necessary to perform any of the following: Search and Rescue, Emergency Medical, Rappelling, Sling loading, Surveillance Missions, Passenger Transport, or Winching Operations. This may also include left front seat operations assisting and monitoring the employees.

Commented [CR6]: Slight change for clarity

Commented [GM7R6]: Fine

**Air Pilots and Helicopter Aircrew Award 2010**

Aircrewperson are responsible for passenger safety during Passenger Transport Operations. Aircrewpersons must satisfy the requirements for an Aircrewperson/Winch operator set out in Civil Aviation Order 29.11. An Aircrewperson must have completed a Certificate IV in Aviation (Aircrewperson) or have equivalent level of skill and training.

- (f) **Line training aircrewperson** - An Aircrewperson-aircrewperson who at the direction of the employer performs instruction and/or training duties.
- (g) **Check and training aircrewperson** – An Aircrewperson-aircrewperson who is approved pursuant to the Civil Aviation Orders by the Civil Aviation Safety Authority (CASA) to conduct, and who does so conduct at the direction of the employer, flight proficiency tests and who certifies to the competency of Aircrewperson-aircrewperson so tested. He or she is responsible for the training and operational standards of Aircrewperson-aircrewperson and Rescue Crewperson.
- (h) **Chief aircrewperson** – An aircrewperson who is approved pursuant to the GAO's by CASA to conduct, and who does so conduct at the direction of the Company, flight proficiency tests and who certifies to the competency of Employees so tested. He or she is responsible to the Head of Check and Training for operational and training matters in relation to Cabin Staff aligned to the company Operations Manual.

**F.1.2 Minimum wages**

The following must be the minimum weekly wages for Helicopter Aircrew.

Year of Service	Rescue Crew / Surveillance Crew (C9)	Aircrewperson / Surveillance Mission Coordinator (C7)
	\$	\$
1 <sup>st</sup>	889.50	941.10
2 <sup>nd</sup>	909.50	962.20
3 <sup>rd</sup>	929.50	983.30
4 <sup>th</sup>	949.40	1004.50
5 <sup>th</sup>	969.30	1025.60
6 <sup>th</sup>	989.30	1046.70
7 <sup>th</sup>	1009.20	1067.80
8 <sup>th</sup>	1029.20	1088.90

Commented [CR9R8]: Subject to checking

9 <sup>th</sup>	1049.20	1110
-----------------	---------	------

Commented [GM8]: Rates have been updated in accordance with the 2018/19 Annual Wage Review Decision

**F.1.3 Ordinary hourly rate of pay**

The ordinary hourly rate of pay for the purposes of calculating overtime will be equal to the total of the minimum weekly rate of pay plus any all purpose allowances, divided by 38 hours.

**F.1.4 Ordinary weekly rate of pay**

- (a) The ordinary weekly rate of pay includes the minimum weekly rate of pay and any all-purpose allowances.
- (b) The ordinary weekly rate of pay is to be paid each week for all types of work cycles, including any averaging of hours arrangement.

**F.1.5 All-purpose allowances**

- (a) Any all allowance which is paid to an employee for their ordinary rostered days is an all-purpose allowance.
- (b) All purpose allowances applicable to helicopter aircrew under this award include the following:
  - (i) Check and training aircrewperson allowance;
  - (ii) Line training aircrewperson allowance;
  - (iii) Night vision goggle operation allowance;
  - (iv) Mobile intensive care ambulance allowance.

**F.2 Transfers**

**F.2.1** An employee transferred will be entitled to receive payments from the employer for all reasonable expenses incurred by the employee for the removal of the employee their spouse or de facto partner and dependent children under 21 years of age and their furniture, possessions and personal effects from one home base to another home base approved by the employer in advance or storage charges for such furniture or possessions, on production of receipts for expenditure. Where an employee is on transfer with their family, positive load seats will be provided.

**F.2.2** A base will be regarded as home base for the purpose of this clause if the employee is transferred there for a period which is either expressed at the time to exceed 28 days or while not expressed to exceed 28 days, does in fact do so other than by mutual agreement. A transfer to another home base if the pilot-employee is notified in an approved manner

## Air Pilots and Helicopter Aircrew Award 2010

during the course of that period that the transfer will extend for a period beyond such 28 days in which event temporary reimbursement will cease and the provisions herein will become applicable.

- F.2.3** When special circumstances arise, employee may be allowed additional expenses subject to the approval of the employer.
- F.2.4** Where a ~~pilot~~an employee is transferred to a new home base at the employer's direction, the employee will be entitled to first class accommodation provided by the employer for a period of up to two weeks.
- F.2.5** In the case of an employee being transferred to another base, at least one month's notice of such transfer will be given unless the employee consents to shorter notice.
- F.2.6** Where an employee is operating on a field tour basis, the ~~pilot~~employee may elect on a temporary basis to move their family to and from the tour site at the ~~pilot's~~employee's own expense. In such a case the ~~pilot~~employee will continue to remain on a tour basis for all allowances, work cycles and duty hours. The employer will not be constrained from moving the work site of such an employee but will nonetheless avoid doing so needlessly.
- F.2.7** On arrival at a base to which they have been permanently transferred an employee will be granted reasonable time off to attend to personal matters arising out of this relocation.
- F.2.8** An employee will not be transferred more than once every two years except by mutual agreement.

### F.3 Duty travel

- F.3.1** An employee when required:
- (a) by their employer to undertake any travel in the course of the employee's employment; or
  - (b) by their employer to undertake any travel for the purpose of any training or certification, or for any other reason in the course of the employee's employment, will be provided with reasonable class travel for all such duty travel at no expense to the employee.
- F.3.2** As far as practicable all travel arrangements (including accommodation where the employer elects to provide same) will be made by the employer prior to the departure of the ~~pilot~~employee from their home base and all such arrangements will be made known to the ~~pilot~~employee prior to such departure.
- F.3.3** Where any travel undertaken in accordance with clause ~~E.3.1~~E.3.1 involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with clause ~~F.5.9~~F.5-6.
- F.3.4** Where an ~~pilot~~employee in the course of their employment is required by the employer to undertake any local travel by means of using taxi cabs or public transport, the ~~pilot~~employee may elect to pay their fares en route, and in such cases the employer will, on production of proper receipts, reimburse the ~~pilot~~employee for all expenses incurred by them in such travel.

## F.4 Additions to salary

### F.4.1 Additional qualifications

#### (a) Supervisory aircrewpersons

	Percentage of salary
	%
Line training aircrewperson	5
Check and training crewperson	8
Chief aircrewperson	10
Check and training aircrewperson who is also Chief aircrewperson	12

The above percentages are to be applied to year eight in the appropriate salary scale.

### F.4.2 Allowances

#### (a) Tools of trade

- (i) Where an employer requires an employee to utilise any tools of trade and does not provide those tools of trade free of cost to the employee, the employer must reimburse the employee for the reasonable cost of the purchase and maintenance of the tools of trade required in the performance of the employee's duties.
- (ii) Tools of trade include the following:
  - Wet suit
  - Weight belt
  - Snorkel
  - Helmets
  - Diving fins
  - Stinger suit
  - Face mask
  - Flying gloves
  - Safety knife
  - Diving knife
  - Boots and gloves
- (iii) Where the employer requires an employee to utilise any tools of trade and does not provide those tools free of cost to the employee, the employer will reimburse an employee a reasonable amount to cover loss or damage to a

**Air Pilots and Helicopter Aircrew Award 2010**

crewperson's tools of trade as specified above, whilst at or operating from a specified area of operations of the employer.

**(b) Mobile intensive care ambulance allowance**

An employee who is trained and certified by or for Ambulance Victoria with a Mobile Intensive Care Ambulance certificate or by an external party with a substantially equivalent certification and is required by the employer to hold that qualification as part of their duties is entitled to an allowance of 356.88% of the standard rate per year.

~~(c) Fitness allowance~~

~~All employees (except surveillance aircrewpersons) will be paid an annual allowance of \$1521.50 to cover such expenses such as:~~

- ~~• Gym membership;~~
- ~~• Pool entry;~~
- ~~• Fitness assessment and fitness programme; and~~
- ~~• Sports equipment such as that required to undergo the fitness test i.e. shorts, running shoes, socks, swimming goggles, swimmers etc.~~

~~(d)(c) Loss of baggage allowance~~

The employer will reimburse an employee for reasonable loss or damage to personal baggage whilst travelling in the course of employment.

~~(e)(d) Associated duty expenses~~

Upon production of receipts, the employer will reimburse an ~~aircrewperson~~ ~~employee~~ for all authorised out of pocket expenses incurred by him or her while providing assistance to passengers or clients in the course of his or her employment.

~~F.4.3 Income Protection Insurance~~

~~The employer will obtain income protection insurance for the employee at the rate of 75% of the employee's ordinary wage for 5 years.~~

~~F.4.4 Adjustment of expense related allowances~~

~~(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.~~

~~(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:~~

**Commented [CR10]:** Clause not required as it is dealt with in the main body of the Award (but will need a final cross check for accuracy and completeness)

**Air Pilots and Helicopter Aircrew Award 2010**

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take-away and fast foods sub-group
Continuous duty allowance	Take-away and fast foods sub-group
Camping allowance	Take-away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Fitness allowance	Sports participation sub-group
Telephone allowance	Telecommunications equipment and services sub-group
Overnight allowance	Domestic holiday travel and accommodation sub-group
Laundry	Cleaning, repair and hire of clothing and footwear sub-group
Protective clothing and uniform	Footwear sub-group

**(e) Area allowances**

Where an employee is based at the location in respect of which the district allowance is payable in accordance with the Commonwealth Public Service regulations, the pilot employee will be paid the appropriate allowance as prescribed by those regulations.

**(f) Telephone**

Where the employer requires an employee to install a telephone the employer will pay all installation and rental costs. The employer will reimburse employees for all amounts paid for local and trunk calls made in connection with their employment. All such calls will be logged and the claim in respect of long distance calls will be supported by the appropriate provider statements.

**(g) Transport**

(i) Where an employee will be away from home base for more than 48 hours, the employer will, upon request by the employee, provide suitable transport or the cost thereof between the employee's home and their base airport irrespective of time of departure or return, provided that the employer may elect to pay the pilot employee an allowance of \$0.78 per kilometre instead of



**Air Pilots and Helicopter Aircrew Award 2010**

provision of transport. Provided further that this will be for a maximum of 100 kilometres return.

(ii) Where an employee stays at any designated place away from their home base the employee will be provided by the employer with transport, free of cost to the pilot employee, between the airport and their place of accommodation and return at the required time.

(iii) No employee will be required to use their private vehicle on the employer's business unless the pilot employee so agrees. Where an employee agrees to use their private vehicle for the employer's purposes, the employee will be paid an allowance of \$0.78 per kilometre.

**F.4.5F.4.3 Specific on-shore allowances**

~~(a) Area allowances~~

~~Where an employee is based at the location in respect of which the district allowance is payable in accordance with the Commonwealth Public Service regulations, the pilot will be paid the appropriate allowance as prescribed by those regulations.~~

~~(b) Telephone~~

~~Where the employer requires an employee to install a telephone the employer will pay all installation and rental costs. The employer will reimburse employees for all amounts paid for local and trunk calls made in connection with their employment. All such calls will be logged and the claim in respect of long distance calls will be supported by the appropriate provider statements.~~

~~(e)a) Camping out~~

~~Where an employee is required to camp out in the course of their duties an allowance, additional to the allowance prescribed in clause F.4.2(e)E.4.2(a)F.4.2(e) will be paid at the rate of \$30.88 per night, provided camping equipment of first class standard will be supplied and all messing and other arrangements will be organised by the employer.~~

~~(d)a) Transport~~

~~(i) Where an employee will be away from home base for more than 48 hours, the employer will, upon request by the employee, provide suitable transport or the cost thereof between the employee's home and their base airport irrespective of time of departure or return, provided that the employer may elect to pay the pilot an allowance of \$0.79 per kilometre instead of provision of transport. Provided further that this will be for a maximum of 100 kilometres return.~~

Air Pilots and Helicopter Aircrew Award 2010

~~(ii)(i) Where an employee stays at any designated place away from their home base the employee will be provided by the employer with transport, free of cost to the pilot, between the airport and their place of accommodation and return at the required time.~~

~~(iii)(i) No employee will be required to use their private vehicle on the employer's business unless the pilot so agrees. Where an employee agrees to use their private vehicle for the employer's purposes, the employee will be paid an allowance of \$0.78 per kilometre.~~

**(e)(b) Overnight allowance**

The following overnight allowance will be paid to an employee for each night spent away from their home base; such amount is to be additional to any other allowance provided for under this award in respect of time spent away from home base:

Australia and dependencies	2.5% of the <a href="#">standard rate</a>
Overseas	2.5% of the <a href="#">standard rate</a>

**F.4.6F.4.4 Specific off-shore allowances**

**(a) Special duties**

~~An employee employed for off-shore helicopter operations will be paid a special duties addition to salary of 775% of the standard rate per annum.~~

**Commented [CR11]:** Reserved matter – this has been the subject of discussions to date and is not an agreed inclusion for aircrew

**(b) Area allowances**

~~Where an employee is based at the location in respect of which the district allowance is payable in accordance with the Commonwealth Public Service regulations, the employee will be paid the appropriate allowance as prescribed by those regulations.~~

**(c) Telephone**

~~(i) Where the employer requires an employee to install a telephone, the employer will pay all installation and rental costs.~~

~~(ii) The employer will reimburse employees for all amounts paid for local and long distance calls made in connection with their employment. All such calls will be logged and the claim in respect of long distance calls will be supported by the appropriate Telstra (or other provider) statements.~~

**(e)(a) Camping out**

Where an employee is required to camp out in the course of their duties an allowance, additional to the allowance prescribed in clause [E.6.4\(a\)](#) will be paid at the rate of \$32.14 per night, provided camping equipment of first class standard will be

**Air Pilots and Helicopter Aircrew Award 2010**

supplied and all messing and other arrangements will be organised by the employer.

~~(0) Transport~~

- ~~(i) — Where an employee will be away from home base for more than 48 hours, the employer will, upon request by the employee, provide suitable transport or the cost thereof between the employee's home and their base airport, irrespective of time of departure or return, provided that the employer may elect to pay the pilot an allowance of \$0.78 per kilometre instead of provision of transport, provided further that this will be for a maximum of 100 kilometres return.~~
- ~~(ii) — Where an employee stays at any designated place away from the employee's home base, they will be provided by the employer with transport, free of cost to the pilot, between the airport and the pilot's place of accommodation, and return at the required time.~~
- ~~(iii) — No employee will be required to use their private vehicle on the employer's business unless the pilot so agrees.~~
- ~~(iv) — Where an employee agrees to use their private vehicle for the employer's purposes, then the employee will be paid an allowance of \$0.78 per kilometre.~~

## **F.5 Hours of Work and Related Matters**

### **F.5.1 Ordinary hours of work and rostering**

- (a) Maximum weekly ordinary hours and requests for flexible working arrangements are provided for in the NES.
- (b) The ordinary hours of Helicopter Aircrew employees will be in accordance with clause 24~~24~~ of this award and may average 38 hours per week over a period inclusive of meal breaks but:
  - (i) Must not exceed 152 hours in 28 consecutive days; or
  - (ii) Must not exceed 304 hours in 56 consecutive days.

### ~~F.5.2 — Overtime days worked~~

- ~~(a) — Where an employer requires a full time or part time employee to work extra days in addition to the employee's ordinary rostered days and the employee agrees to do so, the employee will be paid at the rate of double time for all hours so worked during the additional day or days.~~
- ~~(b) — An employee may elect to take time off instead of being paid for extra days worked under clause F.5.2(a). Any such time will be deducted from working days only.~~

**F.5.3F.5.2 Overtime hours worked**

- (a) An employee shall be entitled to an hourly overtime rate for all work performed in excess of or outside that employee's ordinary hours as prescribed by an employer in accordance with clause F.5.1 **F.5.1**.
- (b) The hourly overtime rate shall be the employee's ordinary hourly rate of pay (clause F.1.3 **F.1.5**) for each hour multiplied by 1.5 for the first two hours and multiplied by 2 thereafter ~~or part thereof for each hour worked in addition to their rostered ordinary hours (a "shift extension") as defined in clause F.5.1.~~
- (c) ~~An employee may elect to take time off instead of being paid for extra days worked under F.5.4. Any such time taken in lieu will be deducted from working days only.~~
- (d) When computing overtime in accordance with this clause, each day will stand alone.

**Commented [CR12]:** Part thereof is incorrect – there is no rounding up to the next hour for overtime

**Commented [CR13]:** Not needed, covered below

**F.5.4F.5.3 Time off instead of payment for overtime**

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by that employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under this clause.
- (c) An agreement must state each of the following:
  - (i) The number of overtime hours to which it applies and when those hours were worked;
  - (ii) That the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) That if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked.
  - (iv) That any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at **Schedule X**. There is no requirement to use the form of agreement set out at Schedule X. An agreement under this clause can also be made by an exchange of emails between the employee and employer, or by other electronic means.

**Commented [GM14]:** A new schedule will need to be inserted into the award to accommodate the TOIL example

**Commented [CR15R14]:** We do not consider such a schedule necessary in this instance.

Air Pilots and ~~Helicopter Aircrew~~Crew Award 2010

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours or days worked.

EXAMPLE: By making an agreement under clause 27 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

~~F.5.5~~F.5.4 Hours of duty and days free of duty – on shore helicopter operations specific provisions

- (a) Employers will make every effort to ensure ~~a crewperson~~an employee will be rostered at least one weekend off in each 28 days.
- (b) ~~A crewperson~~An employee while at their home base will receive four days free from all duties in every fourteen day period. Such duty free days will be taken in two, two day periods provided that this may be varied by mutual agreement between a employee and the employer.
- (c) Where a tour of duty is cancelled and the employee is notified at or before 1900 hours of the preceding day, then the day of the cancelled tour of duty may be regarded as a day off.
- (d) An employee on reserve or standby duty will be contactable within any scheduled reserve duty period and will report for the appointed duty no later than one hour after being contacted. The employer will specify the reserve duty period commencement and finishing time which will be as agreed between the employer and the employee but the duration of such reserve duty periods will not exceed twelve hours.
- (e) The employee day or days off under this award will be preceded and succeeded by buffer periods, the sum of which will be no less than twelve hours.

~~F.5.6~~F.5.5 Multiple day tours – onshore helicopter operations specific provisions

- (a) ~~A pilot~~An employee on duty away from home base will be entitled to accommodation, meals and transport in accordance with clauses F.4.2 F.4.6 and F.5.9 F.5.9.
- (b) A period of duty away from home base will be planned up to a maximum of 28 days duration provided, however, the tour may subsequently be extended a further 14 days by mutual agreement.
- (c) Where a ~~pilot~~employee is on duty away from home base, they may elect to defer duty free days in excess of those duty days referred to under CAO 48, and in this event the ~~pilot~~employee will, on return to home base, immediately receive the deferred days off.
- (d) In addition to days off prescribed under clause ~~Error! Reference source not found.~~ E.5.5, an pilotemployee away from home base will accrue an entitlement to one day off at home base for each five days away. Any portion of five days away will, for the purpose of determining accrued days off be added to the subsequent period of duty.

Commented [GM16]: Check relevance of this. May be covered off by the body of the Pilots award.

Commented [CR17]: This cross reference will have to be updated as relevant in the final stage

**Air Pilots and Helicopter Aircrew Award 2010**

The calculation of the accrual of days off will include the day of departure where the scheduled departure time is prior to 1200 hours and the day of return where the scheduled arrival time is after 1200 hours.

- (e) Any accrued days off accruing under the above clauses will not be included as part of annual leave.
- (f) Any accrued days off under this clause will be taken immediately upon return to home base, provided that such accrued days may be taken at an alternative time mutually agreed upon between the ~~pilot~~employee and the employer.
- (g) For the purpose of this clause duty away from home base will not include training.

**F.5.6 Hours of duty – offshore helicopter operations specific provisions**

- (a) A period of duty away from home base will be of up to 28 days duration provided, however, the tour may be extended a further 14 days by mutual agreement.
- (b) Where an employee is on duty away from home base, the employee may elect to defer duty free days in excess of those duty days referred to under CAO 48 and in this event, the employee will on return to home base, immediately receive the deferred days off.
- (c) An employee on tour of duty will be employed on the basis of twelve 28 day cycles of duty per annum, consisting of 15 days on duty and 13 days off. Such days off to be taken at the employee's home base. In addition the employee will be entitled to 42 days annual leave per annum (inclusive of Saturdays, Sundays and public holidays), which will consist of one period of 13 days off associated with a duty cycle plus 29 days.
- ~~(d)~~ Any accrued days off under the above clause will not be included as part of annual leave except as provided in clause F.5.6(c) ~~F.5.6(e)~~. Methods of achieving correct ratios between periods of duty away from home base and days off may be agreed between the majority of affected employees and individual employers provided the principles set out in this clause are adhered to.

**F.5.7 Travelling and working away from home base**

- (a) Consultation must occur with ~~pilot~~employees and/or their representatives before establishing hotel accommodation and/or arrangements for meals at new overnight points or before changing existing arrangements for meals and/or accommodation.
- (b) Employees away from home base on flight duty or training or other duty under employer direction will:
  - (i) be provided with first class accommodation and transport as provided in clauses F.5.7~~F.4.5~~ and F.5.9~~F.4.6~~ (whichever is applicable) or the employer may pay an allowance instead of the provision of accommodation; and
  - (ii) be paid a daily travelling allowance (DTA) as set out in clause F.5.7~~F.5.7~~.

**Air Pilots and Helicopter Aircrew Award 2010**

**F.5.8 Employees operating away from home base**

- (a) An pilot-employee on a tour of duty as per clause F.5.5~~F.5.6~~ will be paid a DTA of \$5.29 per hour or part thereof calculated from arrival or departure from the operational base. Where breakfast, lunch and dinner are provided, a DTA of \$1.89 per hour or part thereof will apply instead.
- (b) Where an pilot-employee has not reached the operational base within eight hours of departure from their home base DTA will commence. Provided further that where an pilot-employee departs their operational base and is then delayed, DTA will apply until eight hours prior to the pilot-employee's return to home base or actual departure from operational base, whichever is later.

**F.5.9 Travelling and working away from home base**

- (a) Consultation must occur between pilot-employees and/or their representative before establishing hotel accommodation and/or arrangements for meals at new overnight points or before changing existing arrangements for meals and/or accommodation.
- (b) Pilot-Employees away from home base on flight duty, or training or other duty or when deadheading under employer direction will:
  - (i) Be provided with first class accommodation and transport as provided in clause F.4.2~~E-6.4~~ (whichever is applicable) or the employer may pay an allowance instead of the provision of accommodation.
  - (ii) Where an employee is away from home base on an overnight or field tour other than a tour where the employer is obligated to accept messing arrangements provided by the client the meal allowance will be:

Breakfast	\$28.05
Lunch	\$31.43
Dinner	\$54.03
  - (iii) Where an employee elects to charge any meal or meals direct to the employer the allowances for such meals prescribed by clause F.5.9(b)(ii)~~E-5.6(b)(ii)~~ will not be payable nor will the amounts charged exceed those set out in clause F.5.9(b)(ii)~~E-5.6(b)(ii)~~ in respect of any meal, or, where the three meals are taken the total of those amounts on a daily basis.
- (c) Where an employee is not relieved from duty for a continuous period of 20 minutes between the fourth and fifth hours since the commencement of duty or at some other mutually agreed time, then the employee will be paid an allowance of \$21.41.
- (d) Where, during a tour of duty an employee is shut down away from home base between the hours of 1200 and 1400, the pilot-employee will receive an allowance of

**Air Pilots and Helicopter Aircrew Award 2010**

\$21.41. The allowance will not be payable where the employer provides the ~~pilot~~employee with a meal.

- (e) The employer will reimburse the employee for reasonable actual laundry expenses incurred while away from home base.
- (f) Where first class accommodation is available in the area and cannot be or has not been provided, the employer will pay the employee a disability allowance of up to \$22.99 per night if such is not provided. The payment of this allowance will not be deemed permissive avoidance of the obligations of the company to provide first class accommodation.

DRAFT



## Schedule G—Part-day Public Holidays

[Sched F inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

**G.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause G.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
- (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause G.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

## Schedule H—Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR582953](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

### Schedule I—Agreement to Cash Out Annual Leave

[Sched H inserted by [PR582953](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$ \_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer  
representative: \_\_\_\_\_

Signature of employer  
representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_