

Exposure Draft—Aircraft Cabin Crew Award 20XX

The Aircraft Cabin Crew Award—Exposure Draft was first published on 1 June 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
15 March 2019	Incorporates changes resulting from [2018] FWCFB 3500, PR606372, PR606528	14.2, Schedule A, Schedule B, Schedule C, Schedule D, Schedule E
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	Incorporates changes resulting from [2018] FWCFB 4175	20
	Incorporates changes resulting from [2018] FWCFB 4695, PR700534	11.5
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	Incorporates changes resulting from [2018] FWCFB 4735, PR610073	15
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Incorporating changes resulting from [2019] FWCFB 7173 at [23]		Schedule D

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Publication date	Reason for amendments	Clauses affected
	Incorporating changes resulting from [2019] FWCFB 8491, PR715095	Schedule I
	Incorporating changes resulting from [2019] FWCFB 8569 at [13] for consistency with tranche 2 awards	D.2.1
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 15
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EXPOSURE DRAFT

Aircraft Cabin Crew Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Aircraft Cabin Crew Award 2010** (the Cabin Crew award) as at 31 May 2016 and incorporates award updates up to 19 December 2019. This exposure draft does not seek to amend any entitlements under the Cabin Crew award. Instead, it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/253](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

This draft does not represent the concluded view of the Commission in this matter.

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DRAFT

Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.3 inserted as a result of re-structure [2019] FWCFB 5409 at [6]. Clause 1.4 deleted in accordance with [2019] FWCFB 1333 at [35].

- 1.1 This award is the *Aircraft Cabin Crew Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- ~~1.4 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. Definitions

In this award, unless the contrary intention appears:

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

airport reserve is a term which applies to domestic and regional flying only and means duty time spent by a cabin crew member at the airport awaiting assignment to a flight or duty.

appropriate accommodation means accommodation which as a minimum is quiet and free from factors which may reduce adequate rest and must provide a separate room for each cabin crew member.

assigned or **assignable** is where a cabin crew member is directed or available for direction by the employer to a duty or vacancy.

block hour or **flight hour** is the time from engine start-up to engine shut-down.

cabin crew manager means a cabin crew member who is responsible for the supervision of cabin crew members and the management of all cabin activities including supply and delivery of in-flight product/entertainment in conjunction with overseeing customer and crew safety, and initiation and performance of emergency procedures when necessary onboard aircraft. A cabin crew manager also performs duties associated with arrivals and departures of aircraft, as required.

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cabin crew member means a person responsible for the comfort and safety of passengers in their carriage by aircraft, in accordance with the standards and regulations determined by the employer, and employed under the provision of this award.

calendar day means the 24 hour period commencing at 0000 hours local time.

calendar month means the period between 0000 hours on the first day of each calendar month and 2359 hours on the last day of the same calendar month, subject to the following exceptions:

- the calendar month of January is the period between 0000 hours on 1 January and 2359 hours on 30 January.
- the calendar month of February is the period between 0000 hours on 31 January and 2359 hours on 1 March.
- the calendar month of March is the period between 0000 hours on 2 March and 2359 hours on 31 March.

deadhead travel means all travel performed under direction not associated with the actual operation of the aircraft. For the purpose of this award deadhead travel time will be regarded as duty time.

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

domestic cabin crew member means a cabin crew member predominantly undertaking domestic flying.

domestic flying means any flying that is not international or regional flying.

duty includes the following time:

- (a) all time spent as an operating cabin crew member whilst in flight including time spent in flight deadheading on duty, or while accompanying disabled people, aged people or infants;
- (b) time required for duty, including deadhead travel before and after each daily flight sequences, will be not less than 45 minutes prior to departure for sign-on purposes and not less than 15 minutes after engine shut down for sign-off purposes;
- (c) time spent on the ground between sign-on and sign-off;
- (d) time spent on airport reserve duty;
- (e) time spent on reserve duty at home as specified in clause A.9;
- (f) time spent in deadhead flying and associated ground time for the purpose of operating a later service, or time spent in deadhead flying and associated ground time for the purpose of returning to base after operating a service terminating short of base. Credit under ~~this subclause clause 2~~ will cease if the cabin crew member released for an overnight stop elects to return by a later service;

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- (g) time spent in emergency procedure practices, examinations and courses organised by the employer;
- (h) time spent on uniform fittings, where the employer pays the cost of the uniforms;
- (i) time spent when required for duty other than flying not specifically covered by ~~this clause 2~~;
- (j) time spent as assignable in accordance with clause A.9; or
- (k) time spent where cabin crew members are required to be interviewed by police or legal counsel or give evidence in civil or criminal courts for matters arising out of their employment.

duty period means the elapsed time between sign-on and sign-off at home base required to complete a duty or series of duties as directed.

duty time means all time on duty in accordance with this award.

employee means national system employee within the meaning of the [Act](#).

employer means national system employer within the meaning of the [Act](#).

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

home base has the same meaning as permanent base.

international cabin crew member means a cabin crew member predominantly undertaking international flying.

international flying means flying from a point of departure either:

- (a) within Australia to a point of arrival in another country;
- (b) within another country to a point of arrival in Australia; or
- (c) within another country to a point of arrival in another country,

provided that **another country** does not mean a place within the territorial waters of Australia.

layover means a period of more than ~~nine~~9 consecutive hours free of duty between duty periods at a port other than home base, in any 24 hours standing alone, measured from the time of commencement of duty.

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

narrow-bodied aircraft means an aircraft with a single aisle.

NES means the [National Employment Standards](#) as contained in [sections 59 to 131](#) of the [Act](#).

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non-airport reserve is time spent by a cabin crew member at their residence or nominated whereabouts at their permanent base awaiting assignment to a flight or duty.

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.

overlap is flying in a roster period which extends into the next roster period.

permanent base is the employer-nominated geographical location from which cabin crew members are rostered for duty.

planned duty means duty known to the employer prior to the employer required reporting time at the cabin crew member's base for that duty.

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).

regional cabin crew member means a cabin crew member employed by a regional airline.

regional flying means any flying by a regional airline.

reserve line means a line which contains planned sequences of available days and designated duty free days and may include days of approved leave and/or ground duties.

reserve line holder means an employee allocated to a reserve line.

rest period means the time free from duty commencing at sign-off.

roster is an arrangement of duties, rest periods and/or designated days off and/or approved leave which are allocated to a cabin crew member.

rostered day off is a rostered calendar day free of duty at permanent base or base of temporary transfer and must include the nominated duty free periods.

sign-off means the completion of all duties associated with a tour of duty and will be not less than 15 minutes after the actual engine shut-down where flight duty, including deadhead, is involved.

sign-on (domestic and regional cabin crew) means the time a cabin crew member is required to report for flight duty and will be no less than 45 minutes prior to the departure of a flight. Airport Reserve or other duties will be the rostered commencement time for that duty.

sign-on (international cabin crew) means the time a cabin crew member is required to report for flight duty which will be at least 75 minutes prior to the departure of the flight at permanent base and 60 minutes at other ports or as otherwise agreed.

standard rate means the minimum weekly rate for a cabin crew member in clause 14.2.

stand-by means an arrangement which consists of a maximum of 12 hours of availability to an employer under which the employer may require a cabin crew member to report for duty with 120 minutes' notice. Stand-bys can only be given to international cabin crew members at their home base or nominated address but not at airports. Stand-bys can be allocated to a reserve line holder only.

substitute day off means a day off which is provided as a substitute for a rostered day off.

temporary transfer means the transfer of a cabin crew member from a permanent base to another base for the purpose of being temporarily employed at that base for a period of time to be not less than ~~seven~~7 consecutive days and not more than 31 consecutive days.

tour of duty is the elapsed period between sign-on and sign-off at the cabin crew member's permanent base.

unplanned duty means duty not known to the employer prior to the employer-required reporting time at the cabin crew member's base for that duty.

URTI means upper respiratory tract infection.

warlike or hostile circumstances includes:

- (a) acts of war, whether declared or undeclared;
- (b) warlike acts in the course of civil war or armed civil insurrection;
- (c) deliberate attacks on aircraft by units or armed forces (including shooting or forcing down in time of peace); or
- (d) where a cabin crew member is killed in the course of duty with the employer as a result of proven acts of sabotage or acts of hijacking.

wide-bodied aircraft means an aircraft with more than one aisle.

3. The National Employment Standards and this award

- 3.1 The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

- 4.1 This award covers employers of aircraft cabin crew and their employees employed throughout Australia in the classifications listed in clause 14—Minimum rates to the exclusion of any other modern award.
- 4.2 This award covers any employer which supplies on-hire employees in classifications set out in clause 14—Minimum rates 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—Clause 4.2~~ operates subject to the exclusions from coverage in this award.
- 4.3 The award does not cover:
- (a) an employee excluded from award coverage by the [Act](#);
 - (b) 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; or
 - (c) 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.
- 4.4 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.

~~Effect of variations made by the Fair Work Commission~~

Clause 5 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6].

~~A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.~~

5. Individual flexibility arrangements

- 5.1 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

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- (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** 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.
- 5.5** 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.
- 5.6** 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.
- 5.7** 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.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:

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- (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](#)).

- 5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13 The right to make an agreement under clause 5 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.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 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 section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 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 section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

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

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 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.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 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.

6.4 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 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 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 6, can be dealt with under clause 28—Dispute resolution.

7. Facilitative provisions

- 7.1 This award contains facilitative provisions that allow agreement between an employer and cabin crew members and their representatives on how specific award provisions are to apply at the workplace or part or parts of it.
- 7.2 The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how the 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 a cabin crew member or cabin crew members covered by this award.
- 7.3 If a facilitative provision requires agreement between the employer and the majority of cabin crew members and their representatives in the workplace or part or parts of it and agreement is reached, the agreement binds all cabin crew members in that workplace or part or parts of it.

7.4 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
11.4(b)	Payment of wages—casual employees	An individual or the majority of employees
15.1(b)	Period of payment	An individual or the majority of employees
18.4	Time off instead of payment for overtime	An individual
19.7	When payment will be made for annual leave	An individual
19.9	Recall of employee from annual leave	An individual
19.11	Annual leave in advance	An individual
19.12	Cashing out of annual leave	An individual
A.6.1(c)	Domestic flying—overtime	An individual
B.1.6(a)(ii)	Accommodation and meals on a layover—general entitlement	An individual
B.1.6(a)(iv)	Accommodation and meals on a layover—general entitlement	An individual
C.6.1(c)	International flying—overtime	An individual

Part 2—Types of Employment

8. Types of employment

8.1 Cabin crew members under this award will be employed in one of the following categories:

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

8.2 At the time of engagement an employer will inform each cabin crew member of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

8.3 A cabin crew member can be appointed to:

- (a) predominantly undertake international flying;
- (b) predominantly undertake domestic flying;
- (c) predominantly undertake regional flying; or
- (d) undertake a mix of international and domestic flying.

9. Full-time employees

A full-time employee is an employee who is engaged as such and is rostered between 1716 and 1872 hours per annum.

10. Part-time employees

10.1 A part-time employee is an employee who is engaged as such and is required to work less than the full-time hours at the workplace on a reasonably predictable basis.

10.2 Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time cabin crew members who do the same work in the classification concerned.

10.3 At the time of engagement the employer and the part-time cabin crew member will agree in writing on a regular pattern of work.

10.4 An employer is required to roster a part-time cabin crew member for a minimum of ~~four~~ consecutive hours on any shift.

10.5 All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

10.6 A part-time cabin crew member employed under the provisions of ~~this clause 10~~ must be paid for ordinary hours worked at the minimum hourly rate prescribed for the class of work performed.

11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

11.1 A casual employee is an employee engaged as such.

11.2 A casual cabin crew member must be paid per hour at the minimum hourly rate prescribed for the class of work performed, plus 25%. 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](#).

11.3 Casual cabin crew members are entitled to a minimum payment of ~~four~~ hours' work at the appropriate rate.

11.4 Payment of wages—casual employees

(a) Casual cabin crew members must be paid either at the termination of each engagement, weekly, fortnightly or monthly, in accordance with the method of payment in clause 15.2.

(b) Alternatively, by agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid, in arrears, over such

other period as is agreed. Agreement in this respect may also be reached between the employer and an individual employee.

11.5 Right to request casual conversion

- (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.
- (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 clause~~ 11.5 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) clause~~ 11.5(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.

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- (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.
- (j) 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 28—Dispute resolution. 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.
- (k) 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~~ 11.5, 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 10.3.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) 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.
- (n) 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~~ 11.5.
- (o) Nothing in ~~this clause~~ 11.5 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.
- (p) Nothing in ~~this clause~~ 11.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause~~ clause 11.5 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~~ clause 11.5 by 1 January 2019.
- (r) 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)~~ clause 11.5(q).

12. Employee duties

- 12.1 The employer may employ employees, and employees must serve the employer, in any part of the world where it may, from time to time, be operating.
- 12.2 The employer may direct an employee to carry out such duties as are within the limits of the employee’s skills, competence and training including duties which are related, peripheral or incidental to such duties.
- 12.3 Notwithstanding the requirements of clauses 12.1 and 12.2 an employer cannot require service of an employee in warlike or hostile circumstances.

Part 3—Hours of Work

13. Ordinary hours of work and rostering

- 13.1 Domestic cabin crew member hours of work and duty hour limitations provisions are contained in Schedule A—Domestic Flying.
- 13.2 Regional cabin crew member hours of work and duty hour limitations provisions are contained in Schedule B—Regional Flying.
- 13.3 International cabin crew member hours of work and duty hour limitations provisions are contained in Schedule C—International Flying.

Part 4—Wages and Allowances

14. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

Clause 14 amended in accordance with [\[2019\] FWCFCB 5409](#) at [114], [141] to [145]

- 14.1 The classifications and minimum ~~rates~~ ~~wages~~ under this award are set out in clause 14.2.

The issue of calculation of hourly rates will be referred to the Technical and Drafting Full Bench for further consideration – 9/5/19

- 14.2 An employer must pay employees the following minimum ~~rates~~ ~~wages~~ for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Cabin crew member	845.70	22.26

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Employee classification	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$
Cabin crew supervisor (narrow-bodied aircraft, four or more crew)	986.70	25.97
Cabin crew manager (wide-bodied aircraft)	1152.40	30.33

~~NOTE: See Schedule D—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalties penalty rates.~~

~~See Schedule D—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalties.~~

15. Payment of wages

Frequency of payment of wages is being considered in matter [AM2016/8](#).

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

15.1 Period of payment

- (a) Except as provided in clause 15.1(b), wages must be paid each 14 or 28 days or calendar month, in arrears.
- (b) By agreement between the employer and a majority of employees in the relevant enterprise, wages may be paid, in arrears, over such other period as is agreed. Agreement in this respect may also be reached between the employer and an individual employee.

15.2 Method of payment

Wages must be paid by cheque or electronic funds transfer into the employee's bank account or other recognised financial institution account.

15.3 Payment 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](#).

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- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause 15.3(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) Clause 15.3(b)~~ allows the Commission to make an order delaying the requirement to make a payment under ~~this clause 15.3~~. 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.

16. Allowances

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

NOTE: Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009 set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 16.1** Domestic cabin crew member allowances including wage, expense and disability allowances are contained in Schedule A—Domestic Flying.
- 16.2** Regional cabin crew member allowances including wage, expense and disability allowances are contained in Schedule B—Regional Flying.
- 16.3** International cabin crew member allowances including wage, expense and disability allowances are contained in Schedule C—International Flying.

NOTE: See Schedule E—Summary of Monetary Allowances for a summary of monetary allowances.

See Schedule E—Summary of Monetary Allowances for a summary of monetary allowances

17. Superannuation

17.1 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.

17.2 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.

17.3 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 17.2.
- (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 17.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 17.3(a) or (b) was made.

17.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 17.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 17.2 and pay the amount authorised under clauses 17.3(a) or (b) to one of the following superannuation funds or its successor:

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

Part 5—Overtime

18. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

18.1 Domestic cabin crew member overtime entitlements are contained in Schedule A—Domestic Flying.

18.2 Regional cabin crew member overtime entitlements are contained in Schedule B—Regional Flying.

18.3 International cabin crew member overtime entitlements are contained in Schedule C—International Flying.

18.4 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 the 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 clause 18.4.
- (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)-clause~~ 18.4(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by ~~this~~ clause 18.4 is set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 18.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

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EXAMPLE: By making an agreement under clause 18.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 18.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in ~~paragraph (e) clause~~ 18.4(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 18.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 18.4 will apply, including the requirement for separate written agreements under ~~paragraph (b) clause~~ 18.4(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 18.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 18.4.

Part 6—Leave and Public Holidays

19. Annual leave

19.1 Annual leave is provided for in the [NES](#).

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

19.2 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.

19.3 Annual leave loading

In addition to the entitlement to payment under clause 19.2, an employee when proceeding on annual leave will be paid in respect of the first 28 of 42 days' annual leave falling due each year (inclusive of Saturdays, Sundays and public holidays) an annual leave loading equivalent to **17.5%** of the minimum hourly rate.

19.4 Requirement to take leave notwithstanding terms of the NES

Issue remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [247].

An employer may require an employee to take annual leave by giving at least ~~four~~ weeks' notice as part of a close down of its operations. Clause 19.4 operates independently of clause 20—[Excessive Annual Leave](#), which deals with excessive annual leave.

19.5 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 employee and the employer.
- (d) Subject to clause 20—[Excessive Annual Leave](#), annual leave must be taken at a time mutually agreed between the employee and employer.

19.519.6 Proportionate annual leave on termination of employment

On termination of employment an employee will be paid fully instead of annual leave:

- (a) for all untaken annual leave entitlements that have fallen due in relation to any completed years of service, in accordance with clause 19.2, and the loading specified in clause 19.3 for each completed year of service; and
- (b) 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 19.3 for each completed day of employment in respect of which annual leave has not been granted; and
- (c) the annual leave loading, as specified in clause 19.3, will be paid in the case of redundancy.

19.619.7 When payment will be made for annual leave

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

19.719.8 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in ~~this~~ clause 19, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

19.819.9 Recall of employee from annual leave

An employer will not be entitled to recall an employee from annual leave except by mutual agreement between the employer and the employee. Where an employee is so recalled the employee will be granted ~~two~~ 2 days' annual leave in place of each such day and the employee may elect to add such additional entitlements to the balance of this interrupted annual leave period.

19.919.10 Illness during annual leave

An employee who:

- (a) would not be fit for work during annual leave because of a personal illness, or personal injury, affecting the employee;
- (b) advises the employer as soon as practicable of such illness or injury; and
- (c) produces medical evidence of the illness or injury;

will be allowed to take that period against personal/carer's leave credits and have the annual leave credit adjusted accordingly. The personal/carer's leave documentation must be submitted within 15 days of return to duty.

~~19.10~~19.11 Annual leave in advance

- (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 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 19.11 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 19.11 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 19.11, 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.

~~19.11~~19.12 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 19.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 19.12.
- (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 19.12 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 19.12 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 19.12 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 19.12.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.12.

NOTE 3: An example of the type of agreement required by clause 19.12 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.

20. **Excessive Annual Leave**

20.1 **Excessive Annual Leave Accruals**

~~This clause—Clause~~ 20 contains provisions additional to the [NES](#) about taking paid annual leave, to deal with excessive paid annual leave accruals.

20.2 **Definitions**

An employee has an excessive leave accrual if the employee has accrued more than 84 days of annual leave (including Saturdays, Sundays and public holidays).

20.3 **Eliminating excessive leave accruals**

(a) **Dealing with excessive leave accruals by agreement**

Before an employer can direct that leave be taken under ~~sub~~clause 20.3(b) or an employee can give notice of leave to be granted under ~~sub~~clause 20.3(c), the employer or employee must seek to confer and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee’s excessive leave accrual.

(b) **Employer may direct that leave be taken**

- (i) ~~This subclause—Clause~~ 20.3(b) applies if an employee has an excessive leave accrual.
- (ii) If agreement is not reached under ~~sub~~clause 20.3(a), the employer may give a written direction to the employee to take a period or periods of paid annual leave. Such a direction must not:

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- (A) result in the employee’s remaining accrued entitlement to paid annual leave at any time being less than 63 days (inclusive of Saturdays, Sundays and public holidays and also taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under ~~sub~~clause 20.3(c);
 - (B) require the employee to take any period of leave of less than one week;
 - (C) require the employee to take any period of leave commencing less than ~~eight~~ weeks after the day the direction is given to the employee;
 - (D) require the employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee; or
 - (E) be inconsistent with any leave arrangement agreed between the employer and employee.
- (iii) An employee to whom a direction has been given under ~~this subclause clause~~ 20.3(b) may make a request to take paid annual leave as if the direction had not been given.

NOTE: The NES state that the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

- (iv) If leave is agreed after a direction is issued and the direction would then result in the employee’s remaining accrued entitlement to paid annual leave at any time being less than 63 days inclusive of Saturdays, Sundays and public holidays, the direction will be deemed to have been withdrawn.
- (v) The employee must take paid annual leave in accordance with a direction complying with ~~this subclause clause~~ 20.3(b).

(c) Employee may require that leave be granted

- (i) ~~This subclause—Clause~~ 20.3(c) applies if an employee has had an excessive leave accrual for more than ~~six~~ months and the employer has not given a direction under ~~sub~~clause 20.3(b) that will eliminate the employee’s excessive leave accrual.
- (ii) If agreement is not reached under ~~sub~~clause 20.3(a), the employee may give a written notice to the employer that the employee wishes to take a period or periods of paid annual leave. Such a notice must not:
 - (A) result in the employee’s remaining accrued entitlement to paid annual leave at any time being less than 63 days (inclusive of Saturdays, Sundays and public holidays and also taking into account all other paid annual leave that has been agreed, that the

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employee has been directed to take or that the employee has given notice of under ~~this subclause clause~~ 20.3(c);

- (B) provide for the employee to take any period of leave of less than one week;
 - (C) provide for the employee to take any period of leave commencing less than ~~eight~~ weeks after the day the notice is given to the employer;
 - (D) provide for the employee to take any period of leave commencing more than 12 months after the day the notice is given to the employer; or
 - (E) be inconsistent with any leave arrangement agreed between the employer and employee.
- (iii) The maximum amount of leave that an employee can give notice of under ~~this subclause clause~~ 20.3(c) is 42 days' leave in any 12 month period.
 - (iv) The employer must grant the employee paid annual leave in accordance with a notice complying with ~~this subclause clause~~ 20.3(c).

~~20.4 — 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 employee and the employer.~~
- ~~(d) Subject to clause 25.2, annual leave must be taken at a time mutually agreed between the employee and employer.~~

21. Personal/carer's leave and compassionate leave

21.1 Personal/carer's leave and compassionate leave are provided for in the [NES](#).

21.2 ~~This e~~ clause 21 applies to full-time and part-time employees.

21.3 Effect of workers compensation

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

21.4 Return from personal leave

An employee 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

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leave subject to their entitlements from time to time, until such time as they are deemed to be medically fit in accordance with the relevant Civil Aviation Orders (CAOs) and/or Civil Aviation Regulations (CARs) to resume flying.

21.5 URTI leave

A cabin crew member will be granted up to ~~six~~6 working days' leave per annum, not cumulative, for sickness associated with upper respiratory tract infection (URTI). If required by the employer a medical certificate must be produced.

22. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

23. Community service leave

Community service leave is provided for in the [NES](#).

24. Unpaid family and domestic violence leave

Clause 24 inserted in accordance with [\[2019\] FWCFCB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: 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.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

25. Public holidays

25.1 For the avoidance of doubt:

- (a) the minimum wage provided for in this award; and
- (b) the entitlement to annual leave in clause 19—Annual leave,

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](#).

25.2 Part-day public holidays

For provisions in relation to part-day public holidays see Schedule I—Part-day Public Holidays.

Part 7—Consultation and Dispute Resolution

26. Consultation about major workplace change

- 26.1** 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.
- 26.2** For the purposes of the discussion under clause 26.1(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.
- 26.3** Clause 26.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 26.4** 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 26.1(b).
- 26.5** In clause 26 **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

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- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

26.6 Where this award makes provision for alteration of any of the matters defined at clause 26.5, such alteration is taken not to have significant effect.

27. Consultation about changes to rosters or hours of work

27.1 Clause 27 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.

27.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

27.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 27.2 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.

27.4 The employer must consider any views given under clause 27.3(b).

27.5 Clause 27 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

28. Dispute resolution

28.1 Clause 28 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

28.2 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.

28.3 If the dispute is not resolved through discussion as mentioned in clause 28.2, 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.

28.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 28.2 and 28.3, a party to the dispute may refer it to the Fair Work Commission.

- 28.5** 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.
- 28.6** 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.
- 28.7** 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 28.
- 28.8** While procedures are being followed under clause 28 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.
- 28.9** Clause 28.8 is subject to any applicable work health and safety legislation

Part 8—Termination of Employment and Redundancy

29. Termination of employment

Clause 29.3(a) amended in accordance with [\[2019\] FWCFB 5409](#) and [PR711494](#).

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

29.1 Notice of termination by an employee

- (a) ~~This~~ Clause 29.1 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 1—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 1—Period of notice

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
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In ~~paragraph (b) clause~~ 29.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under ~~paragraph (b) clause~~ 29.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under ~~paragraph (b) clause~~ 29.1(b), then no deduction can be made under ~~paragraph (d) clause~~ 29.1(d).
- (f) Any deduction made under ~~paragraph (d) clause~~ 29.1(d) must not be unreasonable in the circumstances.

29.2 Job search entitlement

- (a) 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.
- (b) The time off under clause 29.2(a) is to be taken at times that are convenient to the employee after consultation with the employer.

29.3 Termination away from home base

- (a) Where the employment of a cabin crew member is terminated by either the cabin crew member or the employer while the cabin crew member is away from base on a layover or temporary transfer, the notice period in ~~clause 29.1~~ either clause 29.1 or the NES will commence on the cabin crew member's return to home base or the place of recruitment where this is mutually agreed.
- (b) Where the employment of a cabin crew member is terminated by either the cabin crew member or the employer while the cabin crew member is away from base on a layover or temporary transfer, the cabin crew member must be reimbursed for the cost of transport back to home base for the cabin crew member, their spouse or de facto partner, dependent children under 21 years of age and their possessions.
- (c) Where the cabin crew member has transferred to a new home base at the employer's direction and is subsequently terminated by the employer within 12 months, the cabin crew member must be reimbursed for the cost of transport to the previous home base for the cabin crew member, their spouse or de facto partner, dependent children under 21 years of age, and their possessions.
- (d) Clauses 29.3(b)~~(b)~~ and 29.3(c)~~(c)~~ do not apply when an employer elects to provide equivalent transport.

30. Redundancy

Clause 30 substituted in accordance with [2019] FWCFB 5409 at [86] and PR711494.

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

30.1 Transfer to lower paid duties on redundancy

- (a) Clause 30.1 applies if, because of redundancy, an employee 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 clause 30.1(c).
- (c) If the employer acts as mentioned in clause 30.1(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.

30.2 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 30 or under sections 119 to 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.

30.3 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 clause 30.3(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 clause 30.3(b).

(d) An employee who fails to produce proof when required under clause 30.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 29.2.

30.4 Terminated away from home base

If a cabin crew member's termination date for redundancy occurs while away from home base, the provisions of clause 29.3 will apply. In addition, the period of notice will be amended to commence from the time the cabin crew member is returned to home base.

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Schedule A—Domestic Flying

A.1 Allowances

A.1.1 Relocation expenses

- (a) An employee is entitled to receive payment from their employer of all reasonable expenses incurred by them for the removal of their furniture and personal effects if required to relocate from one base to another base for a period in excess of ~~six~~6 months at the direction of the employer.
- (b) Clause A.1.1 applies whether the transfer is permanent or temporary, so long as the actual period of transfer exceeds ~~six~~6 months (whether known at the time of initial transfer or not).
- (c) Clauses A.1.1(a) and A.1.1(b) do not apply when an employee requests to transfer to another base on a permanent or temporary basis.

A.1.2 Uniforms

- (a) If an employer requires employees to wear uniforms, the employer must provide an adequate number of uniforms and replace them from time to time as may be required as a result of fair wear and tear on duty.
- (b) The employee must wear the uniform at all times whilst on duty and must keep the uniform in good order and condition.
- (c) The employee must replace the uniform at their own cost if replacement becomes necessary, except as a result of fair wear and tear.
- (d) Uniforms remain the property of the employer at all times, and must be returned by the employee on termination of their employment.
- (e) Employees who are required to attend a fitting for an employer supplied uniform will receive duty credits of 30 minutes, provided that this period will count for pay purposes only and not otherwise for duty hour calculations or limitations.

A.1.3 Accommodation

Employees on duty away from home base will be provided with appropriate accommodation and transport between the airport and hotel.

A.1.4 Higher duties

Where an employee is required to work in a higher classification for a temporary period, the employee will be entitled to payment at the rate of the higher classification for that period.

A.1.5 Passports and visas

If an employer specifically requires an employee to obtain a passport and visa(s), the employer must bear all costs associated with the issue of the passport and visa(s).

A.1.6 Ground transport allowance

- (a) A cabin crew member who does not have a car registered with the employer must be provided with transport between the airport and the city office if sign-on occurs between the hours of 2000 and 0730.
- (b) A cabin crew member who overnights away from home base must be provided transport from airport to overnight accommodation. The employer will arrange such transport to coincide within 15 minutes of the estimated time of arrival of the aircraft.
- (c) A reserve cabin crew member called out for duty must be prepared to sign on at the airport as early as possible but not later than 90 minutes after receiving the duty call out. Transport to and from the airport at the employer's expense will be made available to the cabin crew member on request if required to sign on within 90 minutes of call out.

A.1.7 Flying allowance

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

- (a) In addition to the minimum weekly rate, employees will be paid a flying allowance of **\$14.20** per hour. The flying allowance will be paid for scheduled block hours only and will not be paid for any flight where employees have not operated as a cabin crew member.
- (b) The flying allowance applies to cabin crew members if their rostered flying in a roster period is predominantly domestic flying.

Example of how the flying allowance works

If a cabin crew member's average scheduled hours in a roster period are approximately 120 hours, of these 120 hours on average about 90 hours would be block hours, that is, the time that the employee is actually operating as a cabin crew member on a flight. Thus in the roster period, in addition to the employee's minimum rate of pay, the employee would earn an additional **\$1278.00** pay per month (**\$14.20** x 90 block hours).

NOTE: This is an example only. Scheduled hours and block hours will vary from roster period to roster period.

- (c) The flying allowance in clause A.1.7 is instead of:
 - (i) daily travelling allowance (DTA);
 - (ii) uniform and grooming allowance;
 - (iii) hose allowance;
 - (iv) shoe allowance; and
 - (v) miscellaneous expense reimbursement (MER) allowance.
- (d) A component of the flying allowance is paid as reimbursement for meals and incidentals (daily travelling allowance). The DTA component is calculated

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using the Australian Taxation Office travel allowance Table 1 rate for meals and incidentals: divided by 24. The resultant amount is paid for every block hour of duty. At June ~~2019~~2018, the component is \$131.05 = \$5.46 per hour. |

A.1.8 Training allowance

- (a) A cabin crew member appointed as either an in-flight trainer or a ground school trainer must be paid a training allowance of 9.5% of the cabin crew member's minimum weekly rate, where:
 - (i) **in flight trainer** means a cabin crew member appointed for periods of time by the employer for the purpose of in-flight training of trainee cabin crew members; and
 - (ii) **ground school trainer** means a cabin crew member appointed by the employer to conduct on ground training as required.
- (b) For the purpose of A.1.8(a), the term cabin crew member's minimum weekly rate refers only to a cabin crew member's minimum weekly rate and excludes a cabin manager's minimum weekly rate.

A.1.9 Meal allowance

- (a) The employer must provide meals and/or refreshments on or around the times the meal/refreshments are served during the flight the cabin crew member is working.
- (b) On tours of duty of ~~five~~5 or more hours which do not include at least one meal sector, a meal and/or refreshments will be provided where possible in those cases where the cabin crew member does not have access to other catering facilities.

A.2 Ordinary hours of work

A.2.1 Ordinary hours of work for employees are 1872 hours each year, including attendance caused by flight delays and roster changes. Planned duty hours will be rostered:

- (a) over 13 roster periods of 28 days of up to 144 duty hours plus reasonable additional hours;
- (b) over 12 roster periods of a calendar month of up to 156 duty hours plus reasonable additional hours; or
- (c) over a 14 day roster period up to 72 hours plus reasonable additional hours.

A.2.2 Ordinary hours of work for employees include weekends and public holidays. If required by the employer, employees may be required to perform work in any pattern of hours, including work on weekends and public holidays.

A.3 Rostering

A.3.1 The employer must prepare a roster for the roster period for full-time and part-time employees showing sign-on and sign-off times, stand-by, duties, rostered days off, flight details, dates and ports of overnight stays.

A.3.2 The roster must be provided to employees at least ~~seven~~7 days before the commencement of the roster period.

A.3.3 The employer may reassign employees an alternative duty for an operational reason at any time during the roster period.

A.3.4 With the consent of the employer, employees may exchange duties, stand-by or rostered days off.

A.3.5 An employee will not be rostered beyond a maximum of ~~six~~6 sectors in any duty period and will not be rostered to work on more than ~~six~~6 consecutive days.

A.3.6 Meal breaks

The employer will make every endeavour to ensure that a cabin crew member has a 20 minute paid meal break at least ~~five~~5 hours after sign-on. A cabin crew member's meal break will be assigned on the day taking account of operational needs. Meal breaks can be taken in flight or at turn around but will not affect operations or service delivery.

A.4 Rostered days off

A.4.1 Employees will be entitled to ~~eight~~8 calendar days off at home base in each completed 28 day period.

A.4.2 Where an employee works on a calendar month roster, the employee's days off will be a minimum of ~~nine~~9 days off in every month.

A.4.3 The employer may contact employees on a rostered day off and request employees to work. The employee may refuse to work if to do so would be unreasonable having regard to:

- (a) any risk to employee health and safety; or
- (b) the employee's personal circumstances including any genuine family or carer's responsibilities.

A.4.4 The employer may call employees in to undertake duty as required.

A.4.5 Where a duty inadvertently infringes a rostered day off, an employee will be entitled to a substitute day off which will be assigned on a day agreed with the employee. If agreement on a substitute day off cannot be reached the substitute day off will be assigned in the next roster period.

A.5 Duty limitations and rest periods

A.5.1 For all domestic flying the following duty hour limitations will apply. Duty time is calculated from the sign-on time for that duty. The maximum duty time will be:

Duty type	Planned hours	Unplanned hours
Deadhead	12	15
Operate	12	15
Deadhead to operate	12	15
Operate to deadhead	12	15
Operate to deadhead to home base	13	16
Non-airport reserve (stand-by credits do not count towards duty limitations)	12	N/A
Airport reserve (stand-by credits do not count towards duty limitations)	8	N/A
Other non-flying duty	12	N/A
Combination non-flying duty and operate or deadhead	14	16

A.5.2 Rest periods

- (a) A rest period is calculated from the sign-off time of any duty.
- (b) The minimum planned rest period after a duty will be:

Duty	Planned rest hours	Unplanned hours
0 to 14 hours	12	10
14 hours 1 min to 15 hours	equal to duty hours	12

A.6 Overtime

A.6.1 Overtime for domestic flying will be paid as follows:

- (a) For all time worked in excess of 1872 hours in a year, the cabin crew member will be paid a penalty of **100%** additional to the employee’s minimum hourly rate, pro rated for time less than a complete hour.
- (b) For all time worked in excess of the cabin crew member’s roster cycle maximum as specified in clauses A.2.1(a), ~~(b)~~A.2.1(b) or ~~(c)~~A.2.1(c) as applicable, the cabin crew member will be paid a penalty of **100%** additional to the employee’s minimum hourly rate, pro rated for time less than a complete hour.
- (c) Where unplanned extensions exceed the daily limit, the affected cabin crew member may agree to a further extension. Agreement will also include agreement on an appropriate payment. Such agreement will be made in accordance with clause 7—Facilitative provisions of the award.

A.7 Call in and work on days off

- A.7.1 Employees may elect to work on up to ~~three~~3 of their days off within a 28 day period with the consent of the employer. The hours worked will count towards the roster period hourly total.
- A.7.2 Subject to clause A.7.1 employees may elect to reduce their day off period if the employee wishes to resume their next rostered duties.
- A.7.3 Rest periods and days off may overlap.

A.8 Deadhead

- A.8.1 Deadhead sector(s) may occur at any stage during a duty period.
- A.8.2 Employees must deadhead in uniform or carry on board their uniform on every occasion in case employees are required to operate. Employees may be directed to operate on deadhead duty.

A.9 Reserve

- A.9.1 Any period in a roster that is not assigned as a duty period, rest period, or rostered day off may be assigned as a reserve duty either at roster build or during the roster period.
- A.9.2 A reserve duty may be at an airport, home or other location.
- A.9.3 If employees are on reserve duty (other than an airport stand-by) employees must be contactable and ready to perform duties within 90 minutes of contact. This time limit may be extended in particular circumstances and employees will be advised of any such extensions.
- A.9.4 Employees may be released from reserve duties at any time.
- A.9.5 If an employee commences a planned stand-by period without having been assigned a duty and is subsequently called in, the hours elapsed between the commencement of the stand-by period and the sign-on for the duty must be credited on a 1:4 basis. Such credited hours will count towards the roster period hourly total, but will not be included in any duty period limitation for the purposes of clause A.5.1.

Example of how the reserve period ratio in ~~this~~ clause A.9.5 works:

If an employee is rostered to commence reserve duty at home at 0900 hours, and they are called in to work to sign-on at 1100 hours, in respect to the ~~two~~2 hours elapsed on stand-by the employee will be credited with 30 minutes towards the roster period hourly total (and zero minutes for the purposes of duty period limitation calculations).

- A.9.6 Where reserve duty occurs at an airport, all elapsed hours spent on reserve before the allocation of a flying duty will be credited towards the roster period hourly total but not to duty period limitations.
- A.9.7 Notwithstanding clause A.9.6, where reserve duty occurs at an airport and the employee is rostered to perform predominantly domestic flying, all elapsed hours

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spent on standby before the allocation of a flying duty will be credited towards the roster period hourly total and towards duty period limitations for a call out for domestic flying.

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Schedule B—Regional Flying

B.1 Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

B.1.1 Uniform and grooming allowances

- (a) If an employer requires a regional cabin crew member to wear uniforms, the employer must reimburse the regional cabin crew member for the cost of purchasing the required uniforms, and for the cost of such further replacement items as may be required as a result of fair wear and tear on duty.
- (b) The provisions of clause B.1.1(a) do not apply where the employer elects to provide the uniforms and replacement of items free of charge.
- (c) A regional cabin crew member must replace at their own cost any uniform items if replacement becomes necessary, except as a result of fair wear and tear.
- (d) A full-time or part-time regional cabin crew member must be paid a uniform and grooming allowance of **\$152.13** per month.
- (e) Casual regional cabin crew members must be paid a uniform and grooming allowance of **\$7.00** per day worked.

B.1.2 Travel at employer's direction

- (a) Where a regional cabin crew member's family is travelling at the direction of the employer, the employer will reimburse the regional cabin crew member:
 - (i) for the cost of air travel for the regional cabin crew member, the regional cabin crew member's spouse or de facto partner and dependants under 21 years of age; and
 - (ii) if a regional cabin crew member or their family are off-loaded overnight, for transport to and from the airport, appropriate accommodation and meals on each such occasion.
- (b) Clause B.1.2(a) does not apply when an employer elects to provide equivalent transport and appropriate accommodation free of charge.
- (c) Where a regional cabin crew member, at the employer's direction, is required to undertake travel by means of taxi or public transport, the employer will reimburse expenses incurred in such travel.
- (d) Clause B.1.2(c) does not apply when an employer elects to provide equivalent transport free of charge.

B.1.3 Uniform fittings in another base

- (a) A regional cabin crew member who is required to travel to another base for uniform fittings must be reimbursed by the employer for the cost of air travel

from home base to the other base and transport between the airport and the premises where the uniform fitting is required.

- (b) Clause B.1.3(a) does not apply when an employer elects to provide equivalent transport.
- (c) Where travel to another base is required, uniform fittings must take place on a day free of rostered duty (other than a designated day off).

B.1.4 Transport provided where regional cabin crew member is away from home base more than 48 hours

- (a) Where a regional cabin crew member will be away from home base for more than 48 hours the employer must, upon request by the regional cabin crew member, either:
 - (i) provide suitable transport, or reimburse the cost of suitable transport, between the regional cabin crew member's home and their base airport irrespective of time of departure or return; or
 - (ii) pay the regional cabin crew member an allowance of **\$0.78** per kilometre up to a maximum of 30 kilometres each way.
- (b) Clause B.1.4(a) does not apply when an employer elects to provide the suitable transport free of charge.

B.1.5 Transport provided on a layover

- (a) A regional cabin crew member staying at any designated place away from home base must be reimbursed for reasonable costs necessary to transport the regional cabin crew member, between the airport and the place of accommodation.
- (b) Clause B.1.5(a) does not apply when the employer provides the suitable transport free of charge at the required time.

B.1.6 Accommodation and meals on a layover

- (a) **General entitlement**
 - (i) The employer must reimburse the regional cabin crew member for the cost of appropriate accommodation and meals when the regional cabin crew member is on a layover.
 - (ii) The provisions of ~~this~~ clause B.1.6 do not apply when the employer elects to provide the appropriate accommodation and meals free of charge. If the employer and regional cabin crew member agree, the employer may only provide the appropriate accommodation and pay the regional cabin crew member the applicable allowances in clause B.1.9 instead of providing meals.
 - (iii) Where appropriate accommodation was not available or provided on the layover in accordance with clause B.1.6(a)(i), a regional cabin crew member will be paid a disability allowance of **\$90.77** per night.

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- (iv) If the employer and the regional cabin crew member agree, a regional cabin crew member may arrange and pay for their own accommodation and meals, and the employer will pay an allowance of **\$131.13** and be deemed to have discharged the obligations in ~~this~~ clause B.1.6.

B.1.7 Layover allowance

A regional cabin crew member on a layover must be paid a layover allowance of **\$21.51** per layover.

B.1.8 Stopover of four hours or more

- (a) Where in any tour of duty there is a break of ~~four~~ hours or more between successive flights, an employer must reimburse a regional cabin crew member for the cost of obtaining adequate rest facilities, as appropriate to the area, which allow horizontal rest.
- (b) The provisions of ~~this~~ clause B.1.8 do not apply when the employer elects to provide the rest facilities free of charge.

B.1.9 Meal periods and allowances

Where a regional cabin crew member commences a tour of duty from a layover port, which involves duty in excess of 30 minutes in a meal period, as specified below, they must be provided with a meal or paid the appropriate meal allowance.

Meal period	Time period	Allowance
		\$
Breakfast	0630 to 0800 hours	21.98
Lunch	1200 to 1330 hours	25.34
Dinner	1800 to 2000 hours	57.21

B.1.10 Telephone allowance

Where an employer requires a regional cabin crew member to have a telephone or paging service, the employer must reimburse the employee:

- (a) the cost of installation or transfer for one telephone or pager at any one base; and
- (b) **50%** of the rental charge of that telephone or pager.

B.1.11 Loss or damage to personal effects allowance

- (a) A regional cabin crew member is entitled to claim up to **\$2093.00** for loss or destruction of their personal baggage while on a tour of duty. This amount will be varied in accordance with the employer's Condition of Carriage.
- (b) Permanent loss is deemed to have occurred if such baggage has not been recovered within 40 days from the date of loss.
- (c) Any such entitlement will not apply to circumstances in which compensation is payable under the airline's passenger liability provisions.

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- (d) The employer must provide standard traveller's baggage and personal effects insurance to the value of **\$1850.00** for regional cabin crew members travelling overseas under the employer's direction.
- (e) Where loss of personal baggage occurs to a regional cabin crew member while away from base on duty, they must be reimbursed reasonable expenses incurred.
- (f) Where a payment has been made and the baggage is subsequently recovered, the employer will be entitled to reimbursement of the payment made.

B.1.12 Reimbursement for legal claims allowances

- (a) A regional cabin crew member must be reimbursed by an employer for the monetary amount of any successful legal claim made by any member of the public, passenger or happening against a regional cabin crew member when duly performing their nominated duty, whether efficiently or, as may be subsequently determined, negligently.
- (b) An exception to this is when the regional cabin crew member knowingly performs duty in a manner contrary to law or the employer's policy and direction.

B.1.13 Death benefits allowances

- (a) An employer will provide each regional cabin crew member with accident insurance for a death benefit only of not less than **\$148,111.00** over and above any entitlement available under workers compensation legislation.
- (b) A regional cabin crew member's entitlement to a death benefit under a superannuation scheme provided by their employer of not less than the amount prescribed in clause B.1.13(a) will satisfy the employer's obligations under ~~this~~ clause B.1.13.
- (c) Should an employer's insurer reject a proposal for cover of a regional cabin crew member under clause B.1.13(a), and should the regional cabin crew member be able to obtain insurance, the regional cabin crew member will be reimbursed, upon production of a receipt up to **\$370.01** per annum. This will be deemed to discharge the employer's obligation in clause B.1.13(a).

B.2 Hours of work

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

B.2.1 Monthly hours

- (a) A regional cabin crew member must not fly and the employer must not roster the regional cabin crew member to fly in excess of 100 hours in a 30 day period.
- (b) Subject to the provisions of clauses B.2 to B.4, regional cabin crew member duty periods will comply with the flight time limitations and rest periods applicable to pilots as prescribed in CAOs Part 48 Section 48.1 as varied from time to time.

B.2.2 Weekly hours

A regional cabin crew member must not fly and the employer must not roster the regional cabin crew member to fly in excess of 30 hours in a ~~seven~~7 day period.

B.2.3 Fortnightly hours

- (a) An employer must not roster a regional cabin crew member to fly when completion of the flight will result in the regional cabin crew member exceeding 90 hours of duty of any nature associated with the regional cabin crew member's employment standing alone.
- (b) The operator must designate the day on which the first of the fortnightly periods will start.
- (c) For the purpose of ~~this~~ clause B.2.3 duties associated with a regional cabin crew member's employment include reserve time at the airport, tour of duty, deadhead transportation, administrative duties and all forms of ground training.

B.2.4 Daily duty hours

- (a) A regional cabin crew member must not be rostered for a tour of duty in excess of 11 hours.
- (b) A tour of duty already commenced under clause B.2.4(a) may be extended to 12 hours.
- (c) A regional cabin crew member must not be rostered to fly in excess of ~~eight~~8 hours' flight time in any one tour of duty.
- (d) The flight time in a tour of duty already commenced under clause B.2.4(c) may be extended to ~~nine~~9 hours.

B.2.5 Maximum number of consecutive working days

A regional cabin crew member must not be required to work more than ~~six~~6 consecutive days.

B.2.6 Maximum number of sectors

- (a) A regional cabin crew member must not operate more than ~~nine~~9 sectors in any tour of duty.
- (b) Where the rest period prior to the commencement of a tour of duty is less than 11 hours, at other than home base, the regional cabin crew member must not operate more than ~~six~~6 sectors in that tour of duty.
- (c) All deadhead travel will count as sectors flown for the purpose of ~~this~~ clause B.2.6.

B.2.7 Meal breaks

- (a) A regional cabin crew member must not be required to be on duty for a period in excess of ~~five~~5 hours without a 30 minute break free of all duty for a meal.

- (b) The turnaround time for this break must be not less than 50 minutes.
- (c) Meal breaks must be scheduled at a port with adequate eating facilities.
- (d) Where a meal break cannot be taken the regional cabin crew member must be paid an allowance of \$9.45 per missed break.

B.2.8 Days off

- (a) A regional cabin crew member's days off may only be altered by agreement between the employer and the regional cabin crew member.
- (b) Where a regional cabin crew member is on temporary assignment away from home base the regional cabin crew member may elect to defer designated days off and in such an event they must, upon return to home base, receive the deferred designated days off.
- (c) A regional cabin crew member must not be rostered for a tour of duty terminating after 2200 hours on the day preceding a designated day off and must not be rostered to commence duty prior to 0600 hours on the day following the designated day off.
- (d) Where a tour of duty, rostered to terminate before 2200 hours on the day preceding a designated day off, is extended by delays so that it terminates after 2200 hours, the regional cabin crew member must be regarded as having worked on a designated day off and the provisions of clause B.2.9 will apply.

B.2.9 Working on a designated day off

- (a) A regional cabin crew member will not be required to work on a designated day off. In unforeseen circumstances an employer may request a regional cabin crew member to work on a designated day off. A regional cabin crew member may agree to work on a designated day off and will be entitled to:
 - (i) a substitute designated day off date within the current roster period or the next roster period as agreed between the employer and the regional cabin crew member; and
 - (ii) an allowance of \$117.98 for each day.
- (b) Substitute designated days off will not accumulate beyond the roster period after the one in which the substitution occurs.

B.3 Rest periods

B.3.1 A tour of duty or period of reserve time at home must be preceded by a rest period on the ground of at least:

- (a) ~~nine~~9 consecutive hours including the hours between 2200 hours and 0600 hours local time; or
- (b) 10 consecutive hours.

B.3.2 Despite the provisions of clause B.3.1, when an aircraft is scheduled to arrive at such a time that the regional cabin crew member would be free of duty not later than

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2200 hours local time and the aircraft is delayed beyond that time, the ~~nine~~9 hour rest period prescribed may be commenced up to 2300 hours local time, provided the succeeding tour of duty does not exceed ~~six~~6 hours.

B.3.3 Where a regional cabin crew member is rostered to fly ~~eight~~8 hours or less and that rostered flying has been extended under clause B.2.4(d) up to ~~nine~~9 hours the regional cabin crew member must receive a rest period on the ground of not less than:

- (a) ~~nine~~9 consecutive hours which must include the hours between 2200 hours and 0600 hours local time, plus one additional hour for each 15 minutes or part thereof by which the regional cabin crew member's tour of duty time exceeds 11 hours; or
- (b) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the regional cabin crew member's tour of duty time exceeds 11 hours.

B.3.4 Where a regional cabin crew member is rostered for a tour of duty of 11 hours or less and that rostered duty has been extended under clause B.2.4(b) up to 12 hours, the regional cabin crew member must receive a rest period on the ground of not less than:

- (a) ~~nine~~9 consecutive hours which must include the hours between 2200 hours and 0600 hours local time, plus one additional hour for each 15 minutes or part thereof by which the regional cabin crew member's flight time exceeds ~~eight~~8 hours; or
- (b) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the regional cabin crew member's flight time exceeds ~~eight~~8 hours.

B.3.5 Where a regional cabin crew member has commenced a tour of duty of 11 hours or less under clause B.2.4(a) or a tour of duty of ~~eight~~8 hours' flight time or less under clause B.2.4(c) and the duty exceeds 12 hours or the flight time exceeds ~~nine~~9 hours the regional cabin crew member must have, at the completion of the tour of duty, a rest period of at least 24 consecutive hours.

B.3.6 Where a regional cabin crew member has completed ~~two~~2 consecutive tours of duty, the aggregate of which exceeds ~~eight~~8 hours' flight time or 11 hours' duty time, and the intervening rest period is less than:

- (a) 12 consecutive hours including the hours between 2200 hours and 0600 hours local time; or
- (b) 24 consecutive hours, if not including the hours between 2200 hours and 0600 hours local time,

the regional cabin crew member must have a rest period on the ground of at least 12 consecutive hours including the hours between 2200 hours and 0600 hours local time or 24 consecutive hours, prior to commencing a further tour of duty.

B.3.7 Despite the provisions of clause B.3.6, when an aircraft is scheduled to arrive at such a time that the regional cabin crew member 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 prescribed in clause B.3.6 may be commenced up to 2300 hours provided that the succeeding tour of duty does not exceed ~~six~~6 hours. |

B.3.8 A regional cabin crew member must not commence a flight and an operator must not roster a regional cabin crew member for a flight unless during the ~~seven~~7 day period terminating coincident with the termination of the flight, the regional cabin crew member has been relieved from all duty associated with their employment for at least one continuous period including the hours between 2200 hours and 0600 hours on ~~two~~2 consecutive nights. |

B.4 Rosters

B.4.1 Cabin crew member rosters covering 14 or 28 day periods must be provided in writing not less than ~~seven~~7 days prior to the commencement of the roster period. |

B.4.2 A copy of the complete roster must be displayed on the regional cabin crew member notice board prior to the commencement of the roster period.

B.4.3 Each roster will specify the regional cabin crew member's designated days off, duty days, tours of duty, flight details, periods of leave and any other form of duty as may be applicable.

B.4.4 A rostered tour of duty must not be preceded or followed by a period of reserve duty in any one calendar day.

B.4.5 Changes to duties

(a) All alterations to rostered duty within 48 hours after provision of the roster must be advised as soon as possible and will be confirmed in writing.

(b) A regional cabin crew member will only be displaced from rostered duty for the following reasons:

(i) disruptions to service;

(ii) flight cancellation;

(iii) checking or training; or

(iv) the operation of any part of this award.

B.4.6 Exchange of rostered duty

Exchange of duty between regional cabin crew members will be granted by the employer upon the request of regional cabin crew members concerned, provided that regional cabin crew members' ability to complete subsequent rostered flying is not affected.

Schedule C—International Flying

The provisions in Schedule C—International Flying apply only to cabin crew members when they are rostered to predominantly undertake international flying.

C.1 Allowances

C.1.1 Relocation expenses

- (a) An employee is entitled to receive payment from their employer of all reasonable expenses incurred by them for the removal of their furniture and personal effects if required to relocate from one base to another base for a period in excess of ~~six~~6 months at the direction of the employer. ~~This subclause~~ Clause C.1.1 applies whether the transfer is permanent or temporary, so long as the actual period of transfer exceeds ~~six~~6 months (whether known at the time of initial transfer or not).
- (b) ~~This e~~Clause C.1.1 does not apply when an employee requests to transfer to another base on a permanent or temporary basis.

C.1.2 Uniforms

- (a) If an employer requires employees to wear uniforms, the employer must provide an adequate number of uniforms and replace them from time to time as may be required as a result of fair wear and tear on duty.
- (b) The employee must wear the uniform at all times whilst on duty and must keep the uniform in good order and condition.
- (c) The employee must replace the uniform at their own cost if replacement becomes necessary, except as a result of fair wear and tear.
- (d) Uniforms remain the property of the employer at all times, and must be returned by the employee on termination of their employment.
- (e) Employees who are required to attend a fitting for an employer supplied uniform will receive duty credits of 30 minutes, provided that this period will count for pay purposes only and not otherwise for duty hour calculations or limitations.

C.1.3 Accommodation

Employees away from home base on duty will be provided with appropriate accommodation and transport between the airport and hotel.

C.1.4 Higher duties

Where an employee is required to work in a higher classification for a temporary period, the employee will be entitled payment at the rate of the higher classification for that period.

C.1.5 Passports and visas

If an employer specifically requires an employee to obtain a passport and visa(s), the employer must bear all costs associated with the issue of the passport and visa(s).

C.1.6 Ground transport allowance

- (a) A cabin crew member who does not have a car registered with the employer must be provided with transport between the airport and the city office if sign-on occurs between the hours of 2000 hours and 0730 hours.
- (b) A cabin crew member who overnights away from home base must be provided transport from airport to overnight accommodation. The employer will arrange such transport to coincide within 15 minutes of the estimated time of arrival of the aircraft.
- (c) A reserve cabin crew member called out for duty must be prepared to sign on at the airport as early as possible but not later than 90 minutes after receiving the duty call out. Transport to and from the airport at the employer's expense will be made available to the cabin crew members on request if required to sign on within 90 minutes of call out.

C.1.7 International incidentals allowance

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

When on duty on international flying, employees will be paid an incidentals allowance of \$1.86 per block hour or part thereof.

C.1.8 International meal allowance

When on international flying duty, employees must be provided with all meals. Meals must be of an appropriate standard. The employer may pay an allowance instead of arranging the provision of meals. Such allowance must be of an adequate standard and reflect community norms in the expected quality and adequacy of the meals intended to be covered by the allowance.

C.2 Ordinary hours of work

C.2.1 Ordinary hours of work for employees are 1872 hours each year. Planned duty hours will be rostered:

- (a) over 13 roster periods of 28 days of up to 144 duty hours plus reasonable additional hours;
- (b) over 12 roster periods of a calendar month of up to 156 duty hours plus reasonable additional hours; or
- (c) over a 14 day roster period up to 72 hours per fortnight plus reasonable additional hours.

C.2.2 Ordinary hours of work for employees include weekends and public holidays. If required by the employer, employees may be required to perform work in any pattern of hours, including work on weekends and public holidays.

C.3 Rostering

C.3.1 The employer must prepare a roster for the roster period for full-time and part-time employees showing sign-on and sign-off times, stand-by, duties, rostered days off, flight details, dates and ports of overnight stays.

C.3.2 The roster must be provided to employees at least ~~seven~~7 days before the commencement of the roster period.

C.3.3 The employer may reassign employees an alternative duty during the roster period for valid operational reasons only.

C.3.4 With the consent of the employer, employees may exchange duties, stand-by or rostered days off.

C.3.5 Meal breaks

A cabin crew member undertaking international flying is entitled to a 20 minute paid break which will be given within ~~six~~6 hours after sign on except in exceptional circumstances. For every additional ~~four~~4 hours of operating flight duty following the first ~~six~~6 hours, the employee will be entitled to a further 20 minute paid meal break, the timing of which will take into account operational needs. Meal breaks can be taken in flight or at turn around but will not affect operations or service delivery.

C.4 Rostered days off

C.4.1 Employees will be entitled to ~~eight~~8 calendar days off at home base in each completed 28 day period.

C.4.2 Where an employee works on a calendar month roster the employee's days off will be a minimum of ~~nine~~9 days off in every month.

C.4.3 The employer may contact employees on a rostered day off and request employees to work. The employee may refuse to work if to do so would be unreasonable having regard to:

- (a) any risk to employee health and safety; or
- (b) the employee's personal circumstances including any genuine family or carer's responsibilities.

C.4.4 The employer may call employees in to undertake duty as required.

C.4.5 Where an employee is assigned to a duty that commences on a rostered day off in accordance with clause C.4.3, a substitute day off will be assigned on an agreed day with the employee. If agreement on a substitute day cannot be reached the substitute day will be assigned in the next roster period.

C.5 Duty limitations and rest periods

C.5.1 For all international flying the following duty period limitations will apply:

- (a) Duty time is calculated from the sign-on time for that duty.
- (b) The maximum duty time will be:

Duty type	Planned duty hours	Unplanned duty hours
Non-flying duty	10	N/A
Stand-by (stand-by credits do not count towards duty limitations)	12	N/A
Only operating—more than one sector	14	20
Only operating—one sector	18	20
Operating (must not exceed 14 hours) followed by deadhead	18	20
Deadhead followed by operating	14	20
Deadhead followed by non-flying duty followed by deadhead	14	20
Only deadhead	24	26

C.5.2 Rest periods

- (a) A rest period is calculated from the sign-off time of any duty.
- (b) The minimum planned rest period after a duty will be:

Duty	Planned rest hours	Unplanned hours
0 to 14 hours	12	10
14 hours 1 min to 17 hours	equal to duty hours	12
17 hours 1 min to 24 hours	20	17

C.6 Overtime

C.6.1 Overtime for international flying will be paid as follows:

- (a) For all time worked in excess of 1872 hours in a year, the cabin crew member will be paid a penalty of **100%** additional to the employee’s minimum hourly rate, pro rated for time less than a complete hour.
- (b) For all time worked in excess of the cabin crew member’s roster cycle maximum as specified in clauses C.2.1(a), ~~(b)~~C.2.1(b) or ~~(c)~~C.2.1(c) ~~is~~ applicable, the cabin crew member will paid a penalty of **100%** additional to the employee’s minimum hourly rate, pro rated for time less than a complete hour.
- (c) Where unplanned extensions exceed the daily limit, the affected cabin crew member may agree to a further extension. Agreement will also include agreement on an appropriate payment. Such agreement will be made in accordance with clause 7—Facilitative provisions of the award.

C.7 Reserve

- C.7.1** Any period in a roster that is not assigned as a duty period, rest period, or rostered day off may be assigned as a reserve duty either at roster build or during the roster period.
- C.7.2** A reserve duty may be at an airport, home or other location.
- C.7.3** If employees are on reserve duty (other than an airport stand-by) employees must be contactable and ready to perform duties within 90 minutes of contact. This time limit may be extended in particular circumstances and employees will be advised of any such extensions.
- C.7.4** Employees may be released from reserve duties at any time.
- C.7.5** If an employee commences a planned stand-by period without having been assigned a duty and is subsequently called in, the hours elapsed between the commencement of the stand-by period and the sign-on for the duty must be credited on a 1:4 basis. Such credited hours will count towards the roster period hourly total, but will not be included in any duty period limitation for the purposes of clause C.5.1.

Example of how the reserve period ratio in ~~this~~ clause C.7.5 works:

If an employee is rostered to commence reserve duty at home at 0900 hours, and they are called in to work to sign-on at 1100 hours, with respect to the ~~two~~2 hours elapsed on stand-by the employee will be credited with 30 minutes towards the roster period hourly total (and zero minutes for the purposes of duty period limitation calculations).

- C.7.6** Where reserve duty occurs at an airport, all elapsed hours spent on reserve before the allocation of a flying duty will be credited towards the roster period hourly total but not to duty period limitations.

Schedule D—Summary of Hourly Rates of Pay

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
 NOTE at the beginning of Schedule D deleted in accordance with [2019] FWCFB 7173 at [23].
 Clause D.2.1 amended in accordance with [2019] FWCFB 8569 at [13] for consistency with tranche 2 awards.

~~NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.~~

D.1 Full-time and part-time employees

D.1.1 Full-time and part-time employees—ordinary and overtime rates

<u>Employee classification</u>	<u>Ordinary hours</u>	<u>Overtime—domestic flying and international flying employees</u> For all time worked in excess of 1872 hours in a year or in excess of the employee’s roster cycle maximum
	% of <u>minimum hourly rate</u>	
	100%	200%
	\$	\$
Cabin crew member	22.26	44.52
Cabin crew supervisor (narrow-bodied aircraft, four or more crew)	25.97	51.94
Cabin crew manager (wide-bodied aircraft)	30.33	60.66

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 14.2.
Commented [FWC2]: Minimum hourly rate + 100%, see cl A.6.

D.2 Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

D.2.1 Casual employees—ordinary and overtime rates

<u>Employee classification</u>	<u>Ordinary hours Per day</u>	<u>Overtime—domestic flying and international flying employees</u> For all time worked in excess of 1872 hours in a year or in excess of the employee’s roster cycle maximum
	% of <u>minimum hourly rate</u>	
	125%	225%

Commented [FWC3]: (Minimum weekly rate ÷ 38) in cl 14.2.
Commented [FWC4]: Minimum hourly rate + 25% casual loading in cl 11.2.

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<u>Employee classification</u>	<u>Ordinary hours</u> Per day	Overtime—domestic flying and international flying employees
		For all time worked in excess of 1872 hours in a year or in excess of the employee's roster cycle maximum
	% of minimum hourly rate	
	125%	225%
	\$	\$
Cabin crew member	27.83	50.09
Cabin crew supervisor (narrow-bodied aircraft, four 4 or more crew).	32.46	58.43
Cabin crew manager (wide-bodied aircraft)	37.91	68.24

Commented [FWC3]: (Minimum weekly rate ÷ 38) in cl 14.2.

Commented [FWC4]: Minimum hourly rate + 25% casual loading in cl 11.2.

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Schedule E—Summary of Monetary Allowances

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

See clause 16—Allowances for full details of allowances payable under this award.

E.1 Wage-related allowances:

E.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly rate for a cabin crew member in clause 14.2 = **\$845.70**.

Allowance	Clause	% of standard rate	\$	Payable
Domestic Flying				
Flying allowance	A.1.7(a)	1.68	14.20	per hour
Regional Flying				
Working on a designated day off	B.2.9(a)(ii)	13.95	117.98	per day

E.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

E.2 Expense-related allowances:

E.2.1 The following expense-related allowances will be payable to employees in accordance with Schedule A—Domestic Flying, Schedule B—Regional Flying, and Schedule C—International Flying:

Allowance	Clause	\$	Payable
Regional Flying			
Uniform and grooming allowance—regional cabin crew	B.1.1(d)	152.13	per month
Uniform and grooming allowance—casual regional cabin crew	B.1.1(e)	7.00	per day
Transport allowance—regional cabin crew away from home base for more than 48 hours	B.1.4(a)(ii)	0.78	per km
Accommodation and meals on layover—disability allowance	B.1.6(a)(iii)	90.77	per night
Accommodation and meals on layover—arrangement and payment of own expenses by employee	B.1.6(a)(iv)	131.13	per night

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Allowance	Clause	\$	Payable
Layover allowance	B.1.7	21.51	per layover
Meal periods and allowances— duty from layover port during meal period:	B.1.9		
Breakfast—0630 to 0800 hours		21.98	per occasion
Lunch—1200 to 1330 hours		25.34	per occasion
Dinner—1800 to 2000 hours		57.21	per occasion
Loss or destruction of personal baggage while on tour of duty— <u>an amount of up to</u>	B.1.11(a)	2093.00	per claim
Standard traveller’s baggage and personal effects insurance— provided by employer— <u>an amount to the value of</u>	B.1.11(d)	1850.00	
Death benefits—policy amount— <u>an amount not less than</u>	B.1.13(a)	148,111. 00	
Death benefits insurance— reimbursement— <u>an amount of up to</u>	B.1.13(c)	370.01	per annum
Missed meal break allowance	B.2.7(d)	9.45	per missed break
International Flying			
International incidentals allowance	C.1.7	1.86	per block hour

E.2.2 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:

Allowance	Applicable Consumer Price Index figure
Accommodation, incidentals and layover allowance	All groups
Loss or damage to personal effects and death benefits	Insurance sub-group

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Allowance	Applicable Consumer Price Index figure
allowance	
Meal allowance	Take away and fast foods sub-group
Uniform and grooming allowance	Clothing and footwear group
Vehicle/travel allowance	Private motoring sub-group

E.3 Other allowances:

Allowance	Clause	%	Payment detail
Domestic Flying			
Training allowance	A.1.8(a)	9.5	% of cabin crew member's minimum weekly rate
Regional Flying			
Telephone allowance—reimbursement	B.1.10	50	% of rental charge of telephone or pager

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Schedule F—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule G—Agreement to Take Annual Leave in Advance

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 H—Agreement to Cash Out Annual Leave

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____

Schedule I—Part-day Public Holidays

I.2 amended in accordance with [2019] FWCFB 8491 and PR715095.

I.1 This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

~~**I.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm 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 on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday, 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 I.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday 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 on the declared or prescribed part-day public holiday.~~

~~(g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause I.2(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.~~

~~**I.2** Where a part day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve~~

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~~(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 7.00 pm 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 7.00 pm 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 7.00 pm 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 7.00 pm 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 1.2(f) applies, where an employee works any hours between 7.00 pm 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 7.00 pm and midnight.~~
- ~~(g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause 1.2(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.~~

I.3 This schedule is not intended to detract from or supplement the [NES](#).