

Air Pilots Award 2020

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Part 1—Application and Operation of this Award

1. Title and commencement

- 1.1 This award is the *Air Pilots Award 2020*.
- 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.

2. Definitions

In this award, unless the contrary intention appears:

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

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

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

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

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

appropriate accommodation means accommodation which is, at a minimum, quiet and free from factors which may reduce adequate rest and provides a separate room with air conditioning and heating for each pilot. NOTE: for aerial application operations refer to clause C.1.2.

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

CAR means Civil Aviation Regulations.

CASA means Civil Aviation Safety Authority.

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

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

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

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

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

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).

first officer means a pilot who is appointed as first officer by the employer and who currently is licensed by CASA to act as second or third in command of an aircraft requiring 2 or more pilots.

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

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

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

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

helicopter aircrew or aircrewperson means an employee other than a pilot who is employed in helicopter operations as a Surveillance Aircrewperson, Rescue Aircrewperson,

Surveillance Mission Coordinator, Aircrewperson, Line Training Aircrewperson or Check and Training Aircrewperson.

home base (employees subject to Schedule D or E) means the base at which a pilot from time to time is permanently domiciled.

home base (pilots employed subject to Schedules A, B or C) means the base at which a pilot from time to time is permanently assigned or awarded.

layover means the continuous period of time in excess of 9 hours in every 24 hour period standing alone from the time of commencement of duties that an **employee** spends free of duty between consecutive duty periods at a port other than the **employee's** home base. For the purpose of this definition a temporary transfer base will be regarded as home base.
NOTE: for aerial application operations refer to clause C.1.4.

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

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

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

night operations means all duty between the hours of 2300 and 0400 hours local time at departure base. NOTE: for aerial application operations refer to clause C.1.5.

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.

permanent means any period in excess of 180 days.

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

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

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

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

search and rescue means a pilot **or helicopter aircrewperson** primarily engaged in search and rescue operations involving twin engine aircraft both by day and night.

second officer means a pilot who is appointed as a second officer by the employer and who currently is licensed by CASA to act as third in command of an aircraft requiring more than 2 pilots.

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

standard rate (except in Schedule E) means the minimum salary for a Captain single engine UTBNI 1360 kg in A.1.1 divided by 52.

standard rate in Schedule E means the minimum weekly wage for an Aircrewperson.

temporary transfer means the transfer of an employee from home base to another base for the purpose of being temporarily utilised at that base for a minimum of 6 days and a maximum of 180 days.

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

URTI means upper respiratory tract infection.

3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (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 occupational award covers employers throughout Australia of air pilots and helicopter aircrew and those employees.
- 4.2 The award does not cover an employee covered by an industry award that contains pilot or helicopter aircrew classifications or an employee excluded from award coverage by the [Act](#).
- 4.3 This award does not cover employees who are covered by:
 - (a) the *Medical Practitioners Award 2020*;
 - (b) the *Airline Operations – Ground Staff Award 2020*;
 - (c) the *Ambulance and Patient Transport Industry Award 2020*.
- 4.4 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional*

Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

- 4.5** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.6** This award covers any employer which supplies on-hire employees in classifications set out in clause 11—Classifications and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. Clause 4.6 operates subject to the exclusions from coverage in this award.
- 4.7** Subject to clause 4.1, where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.
- NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. 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
 - (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:
- (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 32—Dispute resolution.

7. Facilitative provisions

7.1 Facilitative provisions

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

7.2 An employee or employees may nominate a representative to meet and confer with the employer under clause 7.

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

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

Clause	Provision	Agreement between an employer and:
14.1(b)	Transfers – Permanent	an individual

Clause	Provision	Agreement between an employer and:
15.4	Maximum flying times	the majority of employees
15.5	One or two pilot operation	the majority of employees
15.6	Reserve time	the majority of employees
15.7	Periods of duty	the majority of employees
15.8	Periods free of duty	the majority of employees
19.1(c)	Payment of wages	the majority of employees affected
20.3(b)(iii)	Expense-related allowances – Provision of transport and travel	an individual
23.2	When payment will be made for annual leave	an individual
23.9(a)	Recall of pilot from annual leave	an individual
23.11	Annual leave in advance	an individual
23.12	Cashing out of annual leave	an individual
C.5.2	Annual leave – payment	an individual
D.5.5(a)(iii)	Duty/flight time	an individual
D.5.5(b)(vi)	Multiple day tours	an individual
D.6.5(e)	Hours of duty	the majority of employees

7.5 Aerial application operations

- (a) Clause 7.5 applies only to aerial application operations.
- (b) Where the employer or its pilots wish to make an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process will apply:
- (i) a consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established; or

- (ii) for the purposes of the consultative process, the pilots may nominate any person to represent them.

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 **Employees** 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 **employee** of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

9. Part-time employees

9.1 An employer may employ part-time pilots **or helicopter aircrew** in any classification in this award.

9.2 A part-time **employee is an employee** who is engaged to perform less than the full-time hours at the workplace on a reasonably predictable basis.

9.3 Part-time **employees** are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.

9.4 At the time of engagement, the employer and the part-time **employee** will agree in writing, on a pattern of work and which days of the week the **employee** will work.

9.5 Any agreed variation to the regular pattern of work will be recorded in writing.

9.6 An employer is required to roster a part-time **employee** for a minimum of 2 consecutive flying hours.

9.7 An **employee** who does not meet the definition of a part-time **employee** and who is not a full-time **employee** will be paid as a casual **employee** in accordance with clause 10—Casual employees.

10. Casual employees

10.1 Clause 10 does not apply to employees engaged in aerial application operations.

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

- 10.3** A casual helicopter aircrewperson will be paid per flying hour at the rate of 1/38th of the minimum weekly rate prescribed for the class of work performed (including applicable allowances).
- 10.4** A casual employee will be paid an amount of 25% for each hour in addition to the amount in either clause 10.2 or 10.3. 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](#).
- 10.5** Casual employees must be paid at the termination of each engagement but may agree to be paid weekly or fortnightly in accordance with usual payment methods for full-time employees.
- 10.6 Minimum payments**
- (a) A casual employee is entitled to the following minimum payment on each occasion they are required to attend work:
- (i) for a period of duty (including rostered stand-by) of 4 hours or less, a minimum payment of 2 hours; and
 - (ii) for a period of duty (including rostered stand-by) exceeding 4 hours, a minimum of 4 hours.
- (b) Where actual flight time exceeds the minimum shift payments detailed in clause 10.6(a), payment is to be calculated for each flying hour or part thereof.

Example – Casual hourly rate for casual airlines/general aviation employees

Emma is a casual pilot paid an hourly rate derived from the minimum salaries in Schedule A of the award. Emma flies a piston engine aircraft with a maximum take-off weight of 3810kg on commuter operations and is required to carry out flying using a Command instrument rating.

The annual salary for a full-time pilot under the classification of Captain, Multi engine 3360 kg UTBNI 5660 kg is \$55,277.

Emma is entitled to additions to salary under clause A.1.3(a) of \$1606.74 per annum and clause A.1.4 of \$6426.96.

The formula to calculate her hourly casual rate under clauses 10.2 and 10.4 of the award is:

(Annual salary + annual applicable additions to salary) divided by 800 = hourly rate

Hourly rate x casual loading = casual hourly rate

Calculating Emma's casual hourly rate:

Step 1: (annual salary + annual applicable additions to salary) = \$63,310.70

Step 2: \$63,310.70 / 800 = \$79.14 per hour (hourly rate)

Step 3: $\$79.14 \times 1.25 = \98.93^* per hour (casual hourly rate)

Emma's casual hourly rate of pay is $\$98.93^*$ per hour.

*Emma's actual rate of pay may differ based on other allowances that may be payable under the Air Pilots Award.

10.7 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 clause 10.7 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 clause 10.7(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to

be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (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 32—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 clause 10.7, 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 9.4.
- (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 clause 10.7.
- (o) Nothing in clause 10.7 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 clause 10.7 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 clause 10.7 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 clause 10.7 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 clause 10.7(q).

11. Classifications

11.1 All employees covered by this award must be classified according to the applicable structure as set out in the relevant schedules:

(a) **Airlines/General aviation**

See Schedule A—Classifications, Minimum Salaries and Additions to Salaries—Airlines/General Aviation

(b) **Regional airlines**

See Schedule B—Classifications, Minimum Salaries and Additions to Salaries—Regional Airlines

(c) **Aerial application operations**

See Schedule C—Sector Specific Conditions—Aerial Application Operations

(d) **Helicopter operations – pilots**

See Schedule D—Sector Specific Conditions—Helicopter Operations – Pilots

(e) **Helicopter operations – aircrew**

See Schedule E—Sector Specific Conditions—Helicopter Operations – Aircrew

11.2 Employers must advise their employees in writing of their classification and of any changes to their classification.

11.3 The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.

12. Change of pilot category/classification

12.1 Temporary

- (a) An employer may require a pilot to carry out flying duties of a different category or classification either within the pilot's home base or at a temporary transfer base.
- (b) If the relief or temporary transfer involves flying duties of a category or classification attracting a higher level of remuneration and/or employment benefit, the pilot will be paid for all such duties at the applicable higher rate and benefit appropriate to the pilot's period of service with the employer for a minimum of one week. Except as stated in clause 12.1(c), the remuneration rate and benefits will return to the pilot's normal rate at the expiry of the relief/transfer or one week, whichever is the latter.

- (c) Should a period or periods of flying in a category or classification attracting a higher level of remuneration and/or benefits exceed 90 days in the aggregate in any 12 month period standing alone, excluding a period spent relieving another pilot on long service leave, the pilot will be paid at the higher rate of remuneration and benefit for 12 months.
- (d) If, during a relief or temporary transfer a pilot is required to carry out flying duties in a category or classification attracting a lower level of remuneration the pilot will continue on the existing salary scale.

12.2 Permanent

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

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

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

13. Training—classifications

- 13.1 Clause 13 does not apply to employees engaged in aerial application operations.
- 13.2 Where the employer requires **an employee** to reach and maintain minimum qualifications for a particular aircraft type in accordance with this award, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer.
- 13.3 Where **an employee** fails to reach or maintain a standard required the **employee** will receive further re-training and a subsequent check. The **employee** may elect to have a different **check pilot/check and training aircrewperson (as applicable)** on the second occasion.

13.4 Where an **employee** fails the second check in clause 13.3, the **employee** may, where practicable, be reclassified to the previous or a mutually agreed equivalent position.

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

13.6 Training bonds – pilots

- (a) An employer and a pilot may, by agreement, enter into a training bond whereby the costs of training which have been or are to be borne by the employer may be recovered from the pilot if the pilot ceases to be employed by the employer within a period of time agreed between the pilot and the employer, subject to the following:
- (i) The training bond must be agreed between the employer and an individual pilot.
 - (ii) The training bond must be in writing, specify the amount of the bond, and be signed by the pilot prior to commencing training.
 - (iii) The maximum term of the training bond will be 2 years for piston engine/turbo prop aircraft and 3 years for jet aircraft.
 - (iv) The training bond amount cannot exceed 50% of the actual cost of the training.
 - (v) The training bond amount reduces on a monthly pro rata basis over the term of the training bond when the pilot successfully checks to line.
 - (vi) A pilot can be subject only to one training bond at a time. Where a pilot is subject to one training bond, and subsequently enters into another, the bonds are not cumulative and the highest value training bond will apply.
 - (vii) The employer can recover an amount payable under a training bond only where the pilot resigns, or, subject to the provisions of clause 13.6(a)(viii), the pilot's employment is terminated for serious misconduct.
 - (viii) No amount can be recovered in the case of redundancy, loss of medical licence by the pilot, termination of employment by the employer (except where the termination is because of serious misconduct and there is no later finding by a court or tribunal, or acceptance by the employer, that the employee did not engage in the serious misconduct on which the termination was based) or where the pilot fails the training course.
 - (ix) A training bond cannot be entered into in circumstances where an employer directs a pilot to undertake training.
- (b) For the avoidance of doubt, a training bond can be entered into between an employer and a pilot only in respect of:

- (i) class and type rating training necessary to operate a particular aircraft, including the aircraft type for which the pilot was initially employed (including pre-employment training and initial class and type rating training); and
- (ii) upgrade training (change in rank and status training).

14. Transfers

14.1 Permanent

- (a) An **employee** will be given no less than 56 days written notice by their employer of an intended permanent transfer, provided that within this period the **employee** will be given at least 28 days written notice of the actual date of transfer.
- (b) The **employee** and the employer may mutually agree in a specific case that a shorter period of time represents adequate notice.
- (c) Where an **employee** is permanently transferred they will be granted upon arrival at their new base such period of time, as they require up to a maximum of 5 days, free of all duty to attend to personal matters arising from them being so transferred.
- (d) Duty-free days prescribed by this award will not be used to meet the requirements of clause 14.1.
- (e) An **employee** who is permanently transferred to another base at the direction of the employer will be reimbursed for all reasonable expenses incurred by the **employee** for the consequential removal of the **employee**, immediate family (including dependent children under 21 years of age), and their furniture, possessions and personal effects as approved by the employer prior to the transfer.
- (f) An **employee** transferred to a new home base will be reimbursed the costs of appropriate accommodation until the **employee** has obtained suitable permanent accommodation. The provision of the reimbursement will be limited to a period of up to 2 weeks.

14.2 Temporary

- (a) An **employee** who is to be sent on a temporary transfer at the direction of the employer will be notified as soon as possible in advance, but unless the **employee** consents to less notice, this will in no case be later than 48 hours prior to the **employee's** scheduled departure from the **employee's** home base to commence the transfer.
- (b) An **employee** whose child is due to be born will wherever possible, not be required by their employer to transfer away from the **employee's** home base during the 2 week period immediately preceding the anticipated confinement of their spouse or de facto partner and during the two-week period immediately following the birth of the child.

- (c) On completion of a temporary transfer assignment an **employee** will be granted one day free of all duty for each week or part thereof in respect of the **employee's** period of transfer at their home base.
- (d) Until such time as agreed alternative accommodation becomes available the provisions of clause 20.3(a) will apply to an **employee** on temporary transfer. The cost of such agreed alternative accommodation will be reimbursed to the **employee**.
- (e) Clause 14.2(e) does not apply to employees engaged in aerial application operations. Where the temporary transfer is to be for a period in excess of 28 days the employer will reimburse the cost of travel for the **employee's** spouse or de facto partner and each dependent child, as defined, to join the **employee** when the agreed alternative accommodation is occupied by the **employee**. Where agreed, if alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days, the **employee** will be entitled to reimbursement of the travel and accommodation costs of the **employee's** spouse or de facto partner and each dependent child.
- (f) In the case of a temporary transfer an **employee** will be reimbursed any actual reasonable personal expense to which the **employee** incurred as a result of the transfer away from the **employee's** home base.
- (g) If an **employee** on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either the **employee's** expense arrangements or the terms of the **employee's** transfer, the **employee** will be allowed additional expenses subject to the approval of the employer, and either the **employee** or the employer may raise for attention any inadequacy of terms of the transfer.

Part 3—Hours of Work

15. Hours of work, days off and rest periods

15.1 Clause 15 does not apply to employees engaged in aerial application operations.

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

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

15.3 Facilitative provision

Clauses 15.4 to 15.8 may be varied by agreement between the employer and a majority of the employees in the workplace or part of it.

15.4 If an **employee** works in accordance with clause 15.2(a) the following provisions will apply:

- (a) An **employee** will not fly and the employer will not roster the **employee** to fly in excess of 100 hours in 30 consecutive days.
- (b) An **employee** will not fly and the employer will not roster the **employee** to fly as a flight crew member in excess of 900 hours in 365 consecutive days.
- (c) An **employee** engaged in flight instruction will not be required to exceed 6 hours of instructional flight time in any tour of duty.
- (d) The flight time in a tour of duty already commenced may be extended to the maximum prescribed by the limitations in CAO 48, CAO 48E, or an approved FRMS.
- (e) Where an extension occurs the **employee** will receive a rest period on the ground of not less than:
 - (i) 9 consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each 15 minutes or part thereof by which the employee's flight time exceeded 8 hours; or
 - (ii) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the flight time exceeded 8 hours.

15.5 One or two pilot operation

Clauses 15.6 to 15.8 apply to circumstances where an employer is operating a one or 2 pilot operation in accordance with clause 15.2(a).

15.6 Reserve time

- (a) An **employee** on reserve or stand-by duty will be contactable within any scheduled reserve duty period and will report for the appointed duty no later than 2 hours after being contacted. The employer will specify reserve duty period commencement and finishing times which will be as agreed between the employer and the majority of **employees** but the duration of such reserve duty periods will not exceed 11 hours.
- (b) On any day a rostered tour of duty will not be immediately preceded by or immediately followed by a period of reserve duty.

15.7 Periods of duty

The weekly duty period will normally consist of 5 days' duty and 2 consecutive days free from all duty. By mutual agreement between an **employee** and the employer one day free of duty can be deferred. Where a day has been deferred a substitute day will be granted and taken within 28 days unless further deferred by mutual agreement in writing. For the purpose of rotating the roster one 2 day period may be reduced to single days in each 28 day cycle.

15.8 Periods free of duty

- (a) When an **employee** completes the maximum permissible flying or duty hours prescribed in CAO 48 the employer will not require the **employee** to perform any further duties whatsoever for the remainder of the relevant period.
- (b) The employer will ensure that an **employee** is rostered at least one weekend off in each 28 day cycle, where practical.
- (c) An **employee** on a temporary assignment away from home base may elect to defer duty-free days. The **employee** will receive the deferred days off immediately upon return to home base.
- (d) An **employee** will not be rostered for a tour of duty terminating after 2200 hours on the day preceding the rostered day or days free of duty and will not be rostered to commence duty prior to 0600 hours on the day following the day or days free of duty.
- (e) Where a tour of duty, rostered to terminate before 2200 hours on the day preceding the day or days rostered free of duty, is extended by delays so that it terminates after 2200 hours, the **employee** will be regarded as having worked on a day off. In those circumstances clause 15.8(f) applies, except where an **employee** receives 6 or more calendar days free of duty in any fortnight standing alone.
- (f) An **employee who is a pilot** will not be required to work on a rostered duty-free day. In the event of unforeseen circumstances an employer may request a pilot to work on a rostered duty-free day. If a pilot agrees to work:
 - (i) a substitute duty-free day will be arranged within a month of the day worked; and
 - (ii) the pilot will receive an additional amount of **\$108.87** per day worked.
- (g) Where a tour of duty is cancelled and the **employee** has been notified of the cancellation by 1900 hours on the preceding day, then the day of the cancellation may be regarded as a day off.
- (h) If a tour of duty scheduled to commence after 1200 hours is cancelled, and the **employee** has been notified of the cancellation by 2000 hours on the preceding day, then the day of the cancellation may be regarded as a day off.
- (i) When an **employee** on assignment away from home base is not required for duty on any rostered duty day, the day will not be deemed to be a day off.
- (j) A tour of duty or period of reserve time at home will be preceded by a rest period on the ground of at least:
 - (i) 9 consecutive hours embracing the hours between 2200 and 0600 local time; or
 - (ii) 10 consecutive hours.

- (k) When an aircraft is scheduled to arrive at a time that the **employee** would be free of duty not later than 2200 hours local time and the aircraft is delayed beyond that time, the 9 hour rest period prescribed may be commenced up to 2300 hours local time, provided the succeeding tour of duty does not exceed 6 hours.
- (l) An employer will not roster an **employee** for a tour of duty in excess of 11 hours. Where a tour of duty has commenced it may be extended to 12 hours.
- (m) Where an extension occurs the **employee** will receive a rest period on the ground of not less than:
- (i) 9 consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each 15 minutes or part thereof by which the tour of duty time exceeds 11 hours; or
 - (ii) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the tour of duty time exceeded 11 hours.
- (n) Where a tour of duty already commenced exceeds 12 hours or the flight time exceeds 9 hours the **employee** will have, at the completion of the tour of duty, a rest period of at least 24 consecutive hours.
- (o) Where an **employee** has completed 2 consecutive tours of duty, the aggregate of which exceeds 8 hours flight time or 11 hours duty time, and the intervening rest period is less than:
- (i) 12 consecutive hours embracing the hours between 2200 and 0600 local time; or
 - (ii) 24 consecutive hours, if not embracing the hours between 2200 and 0600 local time,
- the **employee** will have a rest period on the ground of at least 12 consecutive hours embracing the hours between 2200 and 0600 local time or 24 consecutive hours, prior to commencing a further tour of duty.
- (p) When an aircraft is scheduled to arrive at such a time that the **employee** would be free of duty not later than 2200 hours local time and the aircraft is delayed beyond that time, the 12 hour rest period may be commenced up to 2300 hours provided that the succeeding tour of duty does not exceed 6 hours.
- (q) An **employee** will not commence a flight and an employer will not roster the **employee** for a flight unless during the 7 day period terminating coincident with the termination of the flight the **employee** has been relieved from all duty associated with the employment for at least one continuous period embracing the hours between 2200 and 0600 on 2 consecutive nights.
- (r) The employer will not roster an **employee** to fly when completion of the flight will result in the **employee** exceeding 90 hours of duty of any nature associated with the employment in each fortnight standing alone. For the purpose of clause 15.8, duties associated with an **employee**'s employment include reserve time at the airport, tour

of duty, deadhead transportation, administrative duties and all forms of ground training. The operator will designate the day on which the first of the fortnightly periods will start.

16. Rostering arrangements

- 16.1** Clause 16 does not apply to employees engaged in aerial application operations.
- 16.2** Rosters of **employees** will be compiled to cover a minimum 14 day period and published not less than 7 days prior to the commencement of the roster period.
- 16.3** Each roster will specify in detail each **employee**'s duty days and duty periods, stand-by duty, reserve duty days and periods free of duty and leave periods.
- 16.4** An **employee**'s rostered duty-free days may only be altered with the consent of both parties.
- 16.5** Subject to clause 31—Consultation about changes to rosters or hours of work, any alterations to rosters will be advised in writing to the affected **employee**(s) as early as practicable.
- 16.6** An **employee** must not be displaced from their rostered duty period except for the following reasons:
- (a) disruptions to service;
 - (b) checking and training;
 - (c) cancellation of a flight; or
 - (d) the **employee** has insufficient hours to complete a flight.
- 16.7** The employer may grant exchange of flying and/or day-to-day flights between **employee** upon request of the **employee** concerned, provided that an **employee**'s ability to complete their subsequent flying within the roster period will not be reduced as a result.
- 16.8** The employer must make every endeavour to keep an **employee** in their (designated) rostered duty period.

17. Breaks

- 17.1** No **employee** will be required to be on duty for a period in excess of 5 hours without a 30 minute break free of duty for a meal.
- 17.2** The provision of clause 17.1 will not apply where the **employee** is reimbursed in full the reasonable cost of a meal or in the alternative is provided with a meal of an acceptable standard.

Part 4—Wages and Allowances

18. Minimum rates

18.1 Airline/General aviation

See Schedule A—Classifications, Minimum Salaries and Additions to Salaries—Airlines/General Aviation

18.2 Regional airlines

See Schedule B—Classifications, Minimum Salaries and Additions to Salaries—Regional Airlines

18.3 Aerial application operations

See Schedule C—Sector Specific Conditions—Aerial Application Operations

18.4 Helicopter operations – pilots

See Schedule D—Sector Specific Conditions—Helicopter Operations – Pilots

18.5 Helicopter operations – aircrew

See Schedule E—Sector Specific Conditions—Helicopter Operations – Aircrew

NOTE: See Schedule F—Summary of Hourly Rates of Pay for a summary of hourly rates of pay.

19. Payment of wages

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.

19.1 Frequency of payment

- (a) Clause 19.1 does not apply to employees engaged in aerial application operations.
- (b) Wages must be paid weekly, fortnightly or monthly in arrears.
- (c) Wages may be paid other than by week or fortnight or month by agreement between the employer and the majority of employees affected.
- (d) Reimbursement of expense claims will be made within 21 days of lodgement.

19.2 Method of payment

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

19.3 If an investigation is pending into an accident or incident in which an employee has been involved (or as a result of a drug or alcohol test conducted under CASA regulations), the employer does not propose to permit the employee to continue flying, the employer may suspend the employee on minimum salary (including any additions

to salary as defined) for a period not exceeding 28 days and the **employee** will have recourse to the dispute resolution procedure specified in this award.

20. Allowances

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.

20.1 Employers must pay to an employee the allowances the employee is entitled to under clause 20.

NOTE: See Schedule G—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

20.2 Wage-related allowances

(a) Engineering and other duties allowances

- (i) Clause 20.2(a) does not apply to employees engaged in aerial application operations **or to helicopter aircrew**.
- (ii) In addition to all other entitlements, a pilot with approval to carry out 50 hourly inspections who, in circumstances determined by the pilot's employer is required to act on that approval, will be paid an allowance of **\$86.92** per inspection.
- (iii) A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid an allowance of **\$43.90** for each hour or part thereof whilst so engaged in addition to all other entitlements.
- (iv) In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid an allowance of **\$105.36** for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.
- (v) Nothing in clause 20.2(a) will be construed to remove the obligations of a pilot to supervise the loading and/or unloading of their aircraft.

(b) Night operations

- (i) Clause 20.2(b) does not apply to employees engaged in aerial application operations.
- (ii) **Employees** must be paid a personal inconvenience allowance of **\$15.80** per night operation flown.

(c) Night vision goggles

- (i) Clause 20.2(c) does not apply to pilots engaged in aerial application operations.

- (ii) Where an employer requires the use of night vision goggles (NVG), employees who have been trained in the use of NVG's will be paid the NVG allowance as follows:

	\$ per annum
Single pilot command	8741.02
Multi pilot command	5825.18
Co-pilot	4366.56
Rescue aircrewperson	2865.88
Aircrewperson	4581.35

(d) **Overseas duty**

- (i) An employee who between sign on at home base and next sign off at home base operates into an overseas port will be paid an overseas operation allowance of \$34.24 per occasion.
- (ii) The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the employee. These items will include but not necessarily be limited to:
- the requisite customs and entry documentation;
 - accommodation, adequate currency or credit cards valid in the ports to be visited; and
 - letters of introduction or similar documentation to facilitate assistance from Australian diplomatic consular representatives or appropriate neutral representatives.
- (iii) Passport and vaccination expenses incurred by an employee to operate overseas will be reimbursed by the employer.

20.3 Expense-related allowances

(a) **Accommodation and meal allowance**

- (i) Clause 20.3(a) does not apply to pilots employed by regional airlines.
- (ii) When an employee is required in the course of employment to layover from the employee's home base, all costs necessarily incurred in relation to accommodation and meals will be reimbursed, in addition to an allowance of \$21.79 per night. The additional allowance does not apply in the case of a temporary transfer from home base.

- (iii) When an **employee** demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, an **employee** will be paid, in addition to the reimbursement allowance in clause 20.3(a)(ii), a hardy allowance of **\$96.62**.
- (iv) Where the employer and **employee** agree, an allowance of **\$138.73** may be paid instead of the allowance in clauses 20.3(a)(ii) and 20.3(a)(iii).
- (v) Where an **employee** commences a tour of duty from a layover port involving duty during a meal period and such duty exceeds 30 minutes the pilot will be provided with a meal or be paid the following allowances:

	\$ per meal
0630–0800 hours	28.91
1200–1330 hours	32.40
1800–2000 hours	55.69
Incidentals	21.79

- (vi) For each night or part thereof when an **employee** is required to camp out, an **employee** will be paid **\$106.21** camping out allowance. The allowance payable under clause 0 is instead of all other allowances in clause 20.3(a).

(b) Provision of transport and travel

- (i) Clause 20.3(b) does not apply to **employees** employed by regional airlines.
- (ii) An **employee** when required by their employer:

- to undertake any travel in the course of their employment;
- when required by their employer or CASA, subject to the employer’s prior approval, to undertake any travel for the purposes of any training or certification, or
- for any other reason in the course of their employment,

will be provided with travel for all such duty travel at no expense to the **employee**.

- (iii) Where an employer requires an **employee** to layover the employer will provide accommodation and travel at no cost to the **employee**. The accommodation and travel will be confirmed prior to departure from home base, or in aerial application operations, at the earliest practicable time or as otherwise agreed between the pilot and employer.

- (iv) Where any travel undertaken involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with the provision of clause 20.3(a).
- (v) Where an **employee** has their employer's prior approval to use their own car in the performance of their duties the pilot will be paid at the rate of **\$0.78** per kilometre.

(c) Loss of **pilot's licence allowance**

In addition to all other remuneration prescribed by this award the employer will pay to each pilot on permanent hire an annual allowance of up to **\$2079** to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the first date for payment of salary after production by the pilot of proof of payment.

(d) Telephone allowance

- (i) Where an employer requires an **employee** to have a telephone at their residence the employer will pay any cost of installation or transfer plus rental (in the case of aerial application operations, only half the rental) and the cost of all business calls. This provision will operate only in respect of one installation per **employee** at any one base. The provision of a mobile telephone will satisfy this requirement.
- (ii) Where the employer does not require an **employee** to have a telephone the employer will pay the cost of all business calls made on an **employee's** personal telephone plus in the case of full-time or part-time **employee**, **50%** of rental costs.

(e) Uniform or protective clothing

- (i) Clause 20.3(e) does not apply to employees engaged in aerial application operations or in cases where the employer provides a uniform and/or protective clothing and equipment.
- (ii) Where an employer requires a uniform to be worn on duty but does not provide one, the employer will pay an allowance of **\$277.55**, payable upon employment and annually.
- (iii) Where the employer does not require a uniform, an allowance of **\$5.20** per week will be paid towards the cost of excessive wear and tear to the **employee's** own clothing.
- (iv) Where the employer does not provide protective clothing and equipment, the employer must reimburse the **employee** for the reasonable cost of purchase and maintenance of protective clothing and equipment required in the performance of the **employee's** duties.

(f) Reimbursement of expenses—generally

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

(g) Transport allowance

- (i)** Clause 20.3(g) does not apply to employees engaged in aerial application operations.
- (ii)** An **employee** will be reimbursed an amount of **\$7.40** in respect of return travel between the pilot's home and the **employee's** home base airport where an **employee** signs on for duty or signs off from duty between the hours of 1900 and 0700. This allowance will not be paid to an **employee** who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in clause 20.3(b)(v).

21. Accident pay

- 21.1** In addition to any statutory entitlement to workers compensation an **employee** will be paid make-up pay.
- 21.2** The amount of make-up pay will be the difference between the workers compensation entitlement and the amount of salary plus allowances (not including commission for aerial application operations) that the **employee** would have received had the **employee** been at work for the period.
- 21.3** The amount in clause 21.2 will not apply for the first 5 or aggregate of 5 working days of incapacity nor will it apply during any paid leave period.
- 21.4** Make-up pay, where no ascertainable amount is available will be based on the average for the previous 12 months for aerial application operations and 3 months for all other **employees** or lesser period of time which any **employee** has been employed.
- 21.5** Make-up pay will be payable for a maximum period or aggregate of period in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.
- 21.6** Make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the **employee** and the employer.
- 21.7** Nothing in clause 21 will affect the right of an employer to terminate an **employee's** employment in accordance with this award. No **employee** will be terminated as a result of their having received make-up pay or as a means of avoiding make-up pay obligations.
- 21.8** In the event that an **employee** receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the employer to pay make-up pay will cease from the date of such redemption.

21.9 Where the **employee** recovers damages from the employer or from a third party in respect of a compensable injury independent of statutory entitlements, the **employee** will be liable to repay to the employer the amount of make-up pay which the **employee** has received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.

21.10 Any period spent on workers compensation will accrue for the purposes of accumulation of annual leave, personal/carer's leave and long service leave entitlements.

21.11 Accident insurance

(a) An employer will provide each of their pilots with accident insurance for a death benefit of not less than **\$85,629** for **pilots** engaged in aerial application operations and **\$308,264** for all other pilots over and above any entitlement available under accident compensation legislation.

(b) An employer will provide each of their employees engaged as Helicopter Aircrew with insurance for accidental death or accidental total and permanent disability benefit of not less than **\$274,996** over and above any entitlement under accident compensation legislation.

(c) The insurance benefit from clause 21.11(a) or clause 21.11(b) (as applicable) will be paid only to the **employee's** nominated dependants or next friend or trustee and a receipt or receipts for the amount insured from such dependant, next friend or trustee will terminate the employer's obligation under clause 21.11.

(d) An **employee's** entitlement under a superannuation scheme provided by their employer to a death benefit of not less than an amount prescribed in clause 21.11(a) or clause 21.11(b) (as applicable) will satisfy the **employer's obligations** under clause 21.11.

(e) Should an employer's insurer reject a proposal for cover of an **employee** under clause 21.11(a), and should the **employee** be able to obtain their own insurance, the pilot will be reimbursed, upon production of a receipt, for expenditure on such insurance up to **\$856.29** for aerial application operations and **\$513.76** for all other operations.

(f) Payment under clause 21.11(a) will be deemed to discharge the employer's obligation in clause 21.11.

21.12 Indemnity

An **employee** will not be required to pay for damage or loss of aircraft or equipment used in the service nor will any lien or other claim be made by the employer upon the **employee's** estate. Any claim made by any member of the public, passenger or other person upon the **employee's** estate as a result of any accident or happening caused by the **employee** when duly performing their nominated duty, whether efficiently or, as may be subsequently determined, negligently, will be accepted as a claim made against the employer. The employer will be solely responsible for all claims as a result of operations by or travel in

their aircraft. The foregoing will not apply to an **employee** who knowingly performs their nominated duty in a manner contrary to law or the employer's policy.

22. Superannuation

22.1 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.

22.2 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.

22.3 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 22.2.
- (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 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.

22.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor:

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

- (b) 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 fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

22.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):

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

Part 5—Leave and Public Holidays

23. Annual leave

23.1 Annual leave is provided for in the [NES](#). Clause 23 provides occupational specific detail.

23.2 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.

23.3 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 23, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

23.4 Entitlement to annual leave

An employee is entitled to annual leave such that the employee's total entitlement to annual leave pursuant to the [NES](#) and this award for each year of employment is a total of 42 days annual leave, inclusive of Saturdays, Sundays and public holidays on full salary for each completed year of service, with a right to take 2 rostered days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.

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](#)).

23.5 Annual leave loading

- (a) Clause 23.5 does not apply to employees engaged in aerial application operations.
- (b) In addition to the entitlement to payment under clause 23.4, an **employee** when proceeding on annual leave will be paid in respect of the first 28 of 42 days annual leave (inclusive of Saturdays, Sundays and public holidays) falling due each year either:
 - (i) an annual leave loading equivalent to **17.5%** of the salary inclusive of allowances and additions to salary prescribed by this award; or
 - (ii) the **employee's** actual salary **or wage** inclusive of allowances and additions to salary,whichever amount is greater.

23.6 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 2 periods unless otherwise mutually agreed between the **employee** and the employer.
- (d) Subject to clause 24—Excessive annual leave accruals, annual leave must be taken at a time mutually agreed between the employee and employer.

23.7 For provisions additional to the [NES](#) about taking paid annual leave, to deal with excessive paid annual leave accruals, see clause 24—Excessive annual leave accruals.

23.8 Proportionate annual leave on termination of employment

- (a) Clause 23.8 does not apply to employees engaged in aerial application operations.
- (b) On termination of employment an **employee** will be paid fully instead of annual leave:
 - (i) for all untaken annual leave entitlements that have fallen due in relation to any completed years of service, in accordance with clause 23.4, and the loading specified in clause 23.5 for each completed year of service;
 - (ii) for the balance of the employment period, or for the whole period where it has been less than one completed year, at the rate of 1/365th of the entitlement in clause 23.1 for each completed day of employment in respect of which annual leave has not been granted; and

- (iii) the annual leave loading, as specified in clause 23.5, will be paid in the case of redundancy.

23.9 Recall from annual leave

- (a) An employer will not be entitled to recall an employee from annual leave except by mutual agreement between the employer and the employee.
- (b) Where an employee is so recalled the employee will be granted 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.
- (c) Clause 23.9(b) does not apply to employees engaged in aerial application operations.

23.10 Illness during a period of annual leave

- (a) Where an employee would not be fit for work during annual leave because of a personal illness, or personal injury, affecting the employee, the duration of such illness or injury may be counted as personal/carer's leave to the extent that the employee has credited personal/carer's leave. Providing that:
 - (i) the employee will advise the employer as soon as practicable after the commencement of the illness or injury; and
 - (ii) produces proof of illness or injury to the employer within 7 days of return to duty.
- (b) Every consideration will be given to granting the equivalent substitute recreation leave in the manner requested by the employee.

23.11 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 23.11 is set out at Schedule H—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 23.11 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 23.11, 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.

23.12 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.12.
- (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 23.12 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 23.12 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 23.12 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 23.12.

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 23.12.

NOTE 3: An example of the type of agreement required by clause 23.12 is set out at Schedule I—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule I—Agreement to Cash Out Annual Leave.

24. Excessive annual leave accruals

Clause 24 contains provisions additional to the [NES](#) about taking paid annual leave, to deal with excessive paid annual leave accruals.

24.1 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).

24.2 Eliminating excessive leave accruals

(a) Dealing with excessive leave accruals by agreement

Before an employer can direct that leave be taken under clause 24.2(b) or an employee can give notice of leave to be granted under clause 24.2(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) Clause 24.2(b) applies if an employee has an excessive leave accrual.
- (ii) If agreement is not reached under clause 24.2(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:
 - (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 clause 24.2(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 8 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 clause 24.2(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 clause 24.2(b).
- (c) **Employee may require that leave be granted**
 - (i) Clause 24.2(c) applies if an employee has had an excessive leave accrual for more than 6 months and the employer has not given a direction under clause 24.2(b) that will eliminate the employee's excessive leave accrual.
 - (ii) If agreement is not reached under clause 24.2(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 employee has been directed to take or that the employee has given notice of under clause 24.2(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 8 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 clause 24.2(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 clause 24.2(c).

25. Personal/carer's leave and compassionate leave

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

25.2 Clauses 25.3 to 25.5 inclusive of clause 25.2 apply to full-time and part-time **employees** only.

25.3 Additional personal leave for URTI

- (a) In addition to the entitlements in the [NES](#), **employees** will be granted up to 6 days' paid leave per year for a disability associated with an upper respiratory tract infection (URTI).

- (b) The paid leave in clause 25.3 is not cumulative.
- (c) Employees will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties only or whether the URTI prevents them from performing any work.
- (d) If the URTI prevents flying duties only the **employee** will report for work and will perform ground based duties only.
- (e) If the URTI prevents any work, the employer may require a medical certificate specifying the nature of the URTI.
- (f) Where an **employee** reports for work and performs ground duties only in accordance with clause 25.3, the entitlement under clause 25.3 will not be affected.

25.4 The effect of workers compensation

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

25.5 Return from personal leave

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

25.6 Illness while on duty

- (a) Clause 25.6 does not apply to employees engaged in aerial application operations.
- (b) A pilot who becomes ill while on duty away from home base and who is unable to perform further duties, is entitled to:
 - (i) daily travelling allowance up until sign-off in home base, plus reasonable out-of-pocket expenses excluding meals and laundry. If the pilot is hospitalised, daily travelling allowance will cease whilst the pilot is hospitalised. Reasonable out-of-pocket expenses incurred by the pilot while away from home base must be met by the employer;
 - (ii) accommodation of an appropriate standard (if required);
 - (iii) transport to and from airport, accommodation or doctor;
 - (iv) booked travel to home base; and
 - (v) transport to home or doctor if the pilot requires this on arrival at home base.
- (c) An employer and an individual pilot may agree to the payment of an allowance instead of any or all of the above.

26. Parental leave

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

27. Community service leave

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

28. Unpaid family and domestic violence leave

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.

29. Public holidays

29.1 For the avoidance of doubt:

- (a) the minimum wage provided for in this award; and
- (b) the entitlement to annual leave in clause 23—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](#).

29.2 Part-day public holidays

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

Part 6—Consultation and Dispute Resolution

30. Consultation about major workplace change

30.1 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.
- 30.2 For the purposes of the discussion under clause 30.1(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.
- 30.3 Clause 30.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 30.4 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 30.1(b).
- 30.5 In clause 30 **significant effects**, on employees, includes any of the following:
 - (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 30.6 Where this award makes provision for alteration of any of the matters defined at clause 30.5, such alteration is taken not to have significant effect.
- 31. Consultation about changes to rosters or hours of work**
- 31.1 Clause 31 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.
- 31.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 31.3 For the purpose of the consultation, the employer must:
 - (a) provide to the employees and representatives mentioned in clause 31.2 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.

31.4 The employer must consider any views given under clause 31.3(b).

31.5 Clause 31 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

32. Dispute resolution

32.1 Clause 32 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

32.2 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.

32.3 If the dispute is not resolved through discussion as mentioned in clause 32.2, 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.

32.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 32.2 and 32.3, a party to the dispute may refer it to the Fair Work Commission.

32.5 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.

32.6 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.

32.7 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 32.

32.8 While procedures are being followed under clause 32 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.

32.9 Clause 32.8 is subject to any applicable work health and safety legislation.

Part 7—Termination of Employment and Redundancy

33. Termination of employment

NOTE: Sections 117 and 123 of the [Act](#) set out requirements for notice of termination by an employer. Clause 33.1 requires an employer to give a greater minimum period of notice than that generally required under the [NES](#).

33.1 Notice of termination or payment instead of notice by the employer

- (a) Clause 33.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) The employer must give an employee notice of termination of employment or payment instead of notice as required under sections 117(1) and 117(2) of the [Act](#), except that the **minimum period of notice** is to be the period specified in column 2 of **Table 1—Minimum period of notice** according to the period of continuous service of the employee specified in column 1.

Table 1—Minimum period of notice

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

33.2 In clause 33 **continuous service** has the same meaning as in section 117 of the [Act](#).

33.3 Notice of termination by an employee

- (a) Clause 33.3 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 2—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 2—Period of notice

Column 1	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	2 weeks
More than 1 year	4 weeks

33.4 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 33.4 is to be taken at times that are convenient to the employee after consultation with the employer.

33.5 Payments on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 33.5(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: Clause 33.5(b) allows the Commission to make an order delaying the requirement to make a payment under clause 33.5. 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.

33.6 Qualification on termination

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

33.7 Accrued days off

Where, at the point of termination, an employee has accrued under clause 33 an entitlement to a day or days off, the employee will receive payment instead of such day or days at the normal rate of salary.

34. Redundancy

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

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

- (a) Clause 34.1 applies to an employee engaged in aerial application operations or helicopter operations who, because of redundancy, is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 34.1(c).
- (c) If the employer acts as mentioned in clause 34.1(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.

34.2 Transfer to lower paid duties on redundancy for all other employees

- (a) Clause 34.2 applies to an employee who is not engaged in aerial application operations or helicopter operations and who, because of redundancy, is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) In clause 34.2 **period of notice** means the period specified in column 2 of **Table 3—Notice of transfer to lower paid duties** according to the period of continuous service of the employee specified in column 1.

Table 3—Notice of transfer to lower paid duties

Column 1	Column 2
Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	3 weeks
More than 1 year but not more than 3 years	6 weeks
More than 3 years	8 weeks

- (c) In clause 34.2(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) The employer may:
- (i) give the employee notice of the transfer of at least the length of the period of notice; or
 - (ii) transfer the employee to the new duties without giving notice of transfer, provided that the employer pays the employee as set out in clause 34.2(e).
- (e) If the employer acts as mentioned in clause 34.2(d)(ii), the employee is entitled to be paid at the existing salary rate for the period of notice.

34.3 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 34 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

34.4 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 34.4(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 34.4(b).

- (d)** An employee who fails to produce proof when required under clause 34.4(b) is not entitled to be paid for the time off.
- (e)** This entitlement applies instead of clause 33.4.

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

A.1 Classifications and minimum salaries

A.1.1 Aircraft classification and minimum salaries

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

Classification	Minimum salary per annum	
	Captain	First Officers Second Pilots
	\$	\$
Single engine UTBNI 1360 kg	45,656	39,198
Single engine 1360 kg–3359 kg	47,597	39,198
Single engine 3360 kg & above	55,277	43,149
Multi engine UTBNI 3360 kg	53,160	41,470
Multi engine 3360 kg UTBNI 5660 kg	55,277	43,149
Multi engine 5660 kg UTBNI 8500 kg	58,301	44,999
Multi engine 8500 kg UTBNI 12000 kg	62,717	47,794
Multi engine 12000 kg UTBNI 15000 kg	67,409	50,891
Multi engine 15000 kg UTBNI 19000 kg	73,458	54,591
Multi engine 19000 kg & above— unless otherwise listed	78,594	57,522
Dash 8 100–15650 kg MTOW	73,458	54,591
Dash 8 200–16466 kg MTOW	73,458	54,591
Dash 8 300–19505 kg MTOW	73,458	54,591

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Classification	Minimum salary per annum	
	Captain	First Officers Second Pilots
	\$	\$
Dash 8 400–28998 kg MTOW	78,473	57,522

A.1.2 Larger aircraft classifications and minimum salaries

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

Classification	Minimum salary per annum (full-time employee)		
	Captain	First Officer	Second Officer
	\$	\$	\$
Fokker 28	126,312	83,728	
CRJ-50	126,312	83,728	
BAe-146	136,743	90,300	
Fokker 100	136,743	90,300	
Boeing 717	136,743	90,300	
Narrow body aircraft	143,358	94,414	
Wide body aircraft–single deck	164,591	108,307	65,700
Wide body aircraft–double deck	185,826	122,201	74,036

A.1.3 Additions to minimum salary

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

(a) Flying a piston engine aircraft

A pilot flying a piston engine aircraft engaged on commuter operations will be paid an additional allowance of **\$1606.74** per annum.

(b) Airline Transport Pilots Licence

A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of an Airline Transport Pilots Licence by their company or CASA (or who operates under an exemption from holding that licence) will be paid **\$5303.12** per annum.

(c) Flying a turbo-prop aircraft

A pilot flying a turbo-prop aircraft will be paid **\$6997.66** per annum.

(d) Flying a turbo jet aircraft

A pilot (excluding Fokker-28 pilots) flying a turbo jet aircraft will be paid **\$11,238.40** per annum.

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

Instrument flying rating	\$ per annum
Command or Class 1	6426.96
Co-pilot or Class 2	4179.28
Night VFR or Class 4	1606.74

A.1.5 A Charter Pilot who is employed under the provisions of this award and who may be required by their employer from time to time to carry out ab-initio flight instruction will be paid the appropriate salary as specified in clause A.1.

A.1.6 First Officer/Second Pilot

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

A.1.7 Salaries—flight instruction

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

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

(i) Single engine:

Grade III single engine charter

Grade II single engine charter plus **\$3661.26** per annum

Grade I single engine charter plus **\$7322.52** per annum

(ii) Multi engine

Grade III multi engine charter

Grade II multi engine charter plus **\$3661.26** per annum

Grade I multi engine charter plus **\$7322.52** per annum

- (b) Despite CAO 40.1.7 subsection 4.2, an instructor who has not achieved their 50 hours flight time instruction in navigational sequences but who has logged 300 hours in total will be paid as a Grade II flight instructor.
- (c) A Grade I instructor engaged on single engine aircraft covering 8 years of service with the same employer will be paid increments of **\$930.68** per annum for the sixth, seventh and eighth year of service with the employer.

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

Instrument flying rating	\$ per annum
Command or Class 1	6426.96
Co-pilot or Class 2	4179.28
Night VFR or Class 4	1606.74

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

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

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

A.1.12 Where a pilot who is engaged in a particular category or classification of work is required to carry out flying duties in a category or classification attracting a higher level of remuneration, the pilot will be paid for all such duties at the applicable higher rate of remuneration for a minimum period of 7 days and will at the same time be entitled to any higher employment benefits applicable to that category.

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

School rating	% of salary
Private	6

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School rating	% of salary
Commercial	8
Instrument	10
Instructor	15

The above amounts relate to pilot, supervisory and CASA regulations specified duties. These rates are viewed as being the minimum payable and offer the opportunity for negotiation between the CFI and the employer for further remuneration for other managerial functions.

A.1.14 Salaries—general provisions

The following additions to salary, as specified in clauses A.1.1, A.1.2 and A.1.4 will apply to all pilots, other than those engaged as flight instructors.

Where the pilot designated is responsible for:

	% of salary	
	10 pilots or less	11 pilots or more
Training pilot	5	6
Pilot who is designated as Senior Pilot	5	6
Check pilot	7	8
Check and training pilot	8	10
Pilot who is designated as Chief Pilot	8	10
Pilot who is a check and training pilot and is designated as Chief Pilot	10	12
Pilot who is a check and training pilot and is designated as Senior Pilot	10	11

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

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

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

B.1 Minimum salaries

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

	Minimum salary per annum	
	Captain	Co-pilot
	\$	\$
Group 1		
Cessna 206	52,000	
Cessna 207	52,000	
Cessna 210	52,000	
Group 2		
Aero Commander 500	57,618	
Beechcraft 55	57,618	
Beechcraft 58	57,618	
Britten Norman BN2	57,618	
Cessna 310	57,618	
Cessna 337	57,618	
Cessna 402	57,618	
Cessna 414	57,618	
Partenavia P68	57,618	

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	Minimum salary per annum	
	Captain	Co-pilot
	\$	\$
Piper PA23	57,618	
Piper PA30	57,618	
Piper PA31	57,618	
Piper PA34	57,618	
Piper PA60 Aerostar	57,618	
Group 3		
Beechcraft 65	59,577	
Cessna 404	59,577	
Cessna 421	59,577	
Aero Commander 680	59,577	
Group 4		
Cessna 441	63,802	
Nomad N22	63,802	
Nomad N24	63,802	
Aero Commander 690	63,802	
Group 5		
Beechcraft 200	72,369	52,404
Swearingen 226	72,369	52,404
Swearingen 227	72,369	52,404
De Havilland 6-100	72,369	52,404

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	Minimum salary per annum	
	Captain	Co-pilot
	\$	\$
De Havilland 6-200	72,369	52,404
De Havilland 6-300	72,369	52,404
Casa 212	72,369	52,404
Embraer 110	72,369	52,404
Group 6		
Jetstream 31	74,328	53,051
Beach 1900	74,328	53,051
Metro 23	74,328	53,051
Group 7		
Cessna 550	77,283	53,912
McDonnell Douglas	77,283	53,912
DC3	77,283	53,912
Shorts SD-330	77,283	53,912
Shorts SD-360	77,283	53,912
Mohawk	77,283	53,912
Group 8		
Saab-Fairchild	82,503	56,542
340 A	82,503	56,542
Group 9		
De Havilland	89,066	59,899

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	Minimum salary per annum	
	Captain	Co-pilot
	\$	\$
Dash 8-100, 102, 200 and 300	89,066	59,899
ATR 42-300	89,066	59,899
Fokker 50	89,066	59,899
Dash 8-400	95,174	63,968
Group 10 (turbo jet aircraft)		
Fokker 70 and Fokker 100	136,743	90,300
Bae-146	136,743	90,300
Embraer 190/195	136,743	90,300
Airbus A319	143,358	94,414
Airbus A320	143,358	94,414
Boeing 737-300	143,358	94,414
Boeing 737-400	143,358	94,414

B.1.2 If an employer and pilot covered by Schedule B operate an aircraft type that is not listed in clause B.1.1, an application may be made to the Fair Work Commission to vary Schedule B to include that aircraft and the corresponding minimum annual salary.

B.2 Multiple endorsements

B.2.1 A pilot must not be required to maintain currency on more than 3 aircraft types with gross weights in excess of 3500 kg.

B.2.2 Despite clause B.2.1, a pilot must not be required to maintain currency on more than 2 turbine aircraft types if they fly turbine aircraft with gross weights in excess of 5560 kg.

B.2.3 A pilot must not be required to fly more than one turbine aircraft with a gross weight in excess of 5700 kg. A pilot flying one aircraft in excess of 5700 kg may fly one aircraft referred to in clause B.2.2 provided as a minimum the pilot must operate both types on no less than 4 sectors in 21 days. In addition, captains must be given an asymmetric training session every 4 months on each type.

- B.2.4** The provisions of clauses B.2.1 and B.2.2 do not apply to check captains and/or training captains.
- B.2.5** A pilot endorsed for 2 pilot operations must not revert to a single pilot operation unless currently on a single pilot operation on the type of aircraft.

B.3 Other duties allowance

- B.3.1** If the weight of freight carried during a tour of duty exceeds 500 kg and the employer requires the pilot to physically load or unload the aircraft, the pilot must be paid an allowance of **\$136.97** for the tour of duty.
- B.3.2** A pilot must not be required to carry out the duties referred to in clause B.3.1 if appropriate personnel or facilities are available. Payment of this allowance does not enable the employer to avoid providing appropriate personnel and facilities.

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

- B.4.1** Clause B.4 applies to pilots employed by a regional airline instead of clauses 20.3(a) and 20.3(b) of the award.

B.4.2 Accommodation

Pilots who are absent on layover in the course of their employment must be provided with accommodation of an appropriate standard. If a pilot is required by the employer to stay in accommodation which is not of an appropriate standard, the pilot must be paid an allowance of **\$124.49** per night.

B.4.3 Camping out allowance

If a pilot is required by their employer to camp out in the course of their employment, the pilot must be paid a camping out allowance of **\$106.21** per night. This allowance is instead of the allowances specified elsewhere in clause B.4.

B.4.4 Layover allowance

In addition to the other allowances in clause B.4, pilots on layover must be paid a layover allowance of:

	\$ per layover
Australia and dependencies	21.79
Elsewhere	47.94

B.4.5 Meals

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

	\$ per meal
Breakfast	28.91
Lunch	32.40
Dinner	55.69

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

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

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

B.4.6 Pilot can secure own accommodation and meals

By mutual agreement with the employer, the pilot can elect to be responsible for securing their own accommodation and meals on any layover, in which case the pilot must be paid an allowance of **\$138.73**.

B.4.7 Duty travel

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

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

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

B.5 Sector limitations

B.5.1 Subject to clause B.5.2, a pilot must not operate more than 9 sectors in any tour of duty.

B.5.2 If a pilot has a rest period of less than 11 hours at a base other than home base prior to commencing their next tour of duty, the pilot must not operate more than 6 sectors in that tour of duty.

B.5.3 A deadhead travel sector counts as a sector for the purpose of clause B.5.

B.6 Currency and proficiency training

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

B.6.2 Opportunity to qualify

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

B.6.3 Failure to qualify

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

B.6.4 Failure to maintain standard

- (a) If a pilot is unable to maintain the required standard during a normal licence or instrument rating renewal, they are entitled to a period of training prior to being re-checked.
- (b) If the pilot fails the re-check, they are entitled to re-training for up to 20 sectors and/or 2 hours local flying or a simulator training equivalent. The pilot may elect to have this check conducted by a different check captain.
- (c) If a pilot fails their final re-check, they must revert to such lesser rated equipment or status as is available, for which they can qualify in accordance with clause B.6.3(a).

B.7 Additions to salary

B.7.1 A pilot operating a turbo jet aircraft listed in Group 10 in clause B.1.1 will be paid the following salary components in addition to their minimum salary, as applicable:

- (a) A pilot required to hold and exercise the privileges of a Senior Commercial Pilots' Licence or Airline Transport Pilots Licence by their company or CASA (or who operates under an exemption from holding that licence) will be paid **604%** of the standard rate per annum.

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- (b)** Subject to clause B.7.1(c), a pilot flying a turbo jet aircraft will be paid **1280%** of the standard rate per annum.
- (c)** A First Officer/Second Pilot flying a turbo jet aircraft will be paid **65%** of the amount specified in clause B.7.1(b).
- (d)** Pilots who are required to carry out flying using an instrument rating will be paid an additional allowance as follows. These amounts are paid in addition to the amounts specified in clause B.7.1(a), (b) and/or (c).

Instrument flying rating	Percentage of standard rate
	%
Command or Class 1	732
Co-pilot or Class 2	476
Night VFR or Class 4	183

B.7.2 The following additions to the salary prescribed in clause B.1.1 should apply:

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

Schedule C—Sector Specific Conditions—Aerial Application Operations

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

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

C.1 Definitions

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

C.2 Hours of work

- C.2.1** The flight time and duty time limitations upon a pilot will be in accordance with the relevant CASA regulations in force from time to time, or the dispensations approved by CASA and the pilots involved. Ordinary hours of work will not average more than 38 per week.
- C.2.2** Pilots will accrue 2 days free from all duties for every 5 days worked. Subject to flight time limitations or dispensations, approved by CASA, days off will be taken by mutual agreement between the employer and the pilot.
- C.2.3** Where at the point of termination a pilot has accrued under clause C.2.2 an entitlement to a day or days off the pilot will receive payment instead of such days(s) at the appropriate minimum salary.

C.3 Stand-down provisions

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

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

C.4 Temporary transfer

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

C.5 Annual leave

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

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

C.5.3 Proportionate annual leave on termination of employment

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

C.6 Personal leave

C.6.1 The provisions of clause C.6 apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees.

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

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

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

C.7 Payment of wages

- C.7.1** Additions to minimum salary will be conditional upon the pilot lodging the required flying returns within 7 days of the completion of each contract or month, whichever is applicable, and will be paid within 28 days thereof.

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

- C.7.3** Reimbursement of expense claims reasonably claimed by a pilot will be made within 7 days of lodgement.

C.8 Protective clothing

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

- C.8.2** Clause C.8.1 will not apply where the employer provides and maintains the protective clothing and equipment.

C.9 Salary

- C.9.1 Minimum salary**

Aerial application flying hours experience in the industry	Minimum salary per week (full-time employee)
	\$
0–1000	753.80
1001–2000	778.30

Aerial application flying hours experience in the industry	Minimum salary per week (full-time employee)
	\$
2001–3000	810.50
Over 3000	875.70

- C.9.2** An aerial application pilot engaged on a casual basis must be paid **\$236.06** per day.
- C.9.3** A pilot engaged on a casual basis will be paid a minimum of one day’s pay for each day the pilot reports for work.
- C.9.4** A pilot engaged on a casual basis will be given as much notice as possible when notifying cancellation of daily duty.
- C.9.5 Minimum additions to minimum salary—commission**
- In addition to the minimum salary prescribed in clauses C.9.1 and C.9.2, a pilot will be paid the following minimum rate of commission:
- **8%** of the charge-out price of the aircraft for spreading;
 - **10%** of the charge-out price of the aircraft for liquid spraying, pasture grass seeding, rice seeding, rabbit baiting and sundry activities; and
 - **12.5%** of the charge-out price of the aircraft for night spraying.
- C.9.6 Training and/or checking**
- Where CASA approves an agricultural pilot to perform training and/or checking duties and that pilot is directed by their employer to undertake such training and/or checking of other pilots, they will be paid the greater of an additional **\$26.34** per hour or **100%** of the commission payable above while in command of the aircraft.
- C.9.7 Chief pilot**
- A pilot designated a Chief pilot by their employer will be paid an additional **5%** of minimum salary.

Schedule D—Sector Specific Conditions—Helicopter Operations – Pilots

[Varied by [PR718864](#), [PR719017](#)]

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

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

D.1 All helicopter operations

The following provisions apply to all aspects of helicopter operations.

D.1.1 Co-pilots reclassification

The co-pilot of an aircraft will be paid **70%** of the appropriate on-shore or off-shore command rate as defined in clauses D.5 (on-shore operations) and D.6 (off-shore operations) of Schedule D to this award. After 2 years, there will be an assessment. If successful, the co-pilot will be reclassified as a senior co-pilot and paid at the single engine command rate. If they were to fail the assessment, then they would remain at the co-pilot level until passing the assessment.

D.1.2 Police operations

All pilots engaged in police operations will be covered for accident insurance against death or serious injury for an amount of not less than 7 times their gross annual salary.

D.2 Transfers

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

D.2.2 A base will be regarded as home base for the purpose of clause D.2 if the pilot is transferred there for a period which is either expressed at the time to exceed 28 days or while not expressed to exceed 28 days, does in fact do so other than by mutual agreement. A transfer to another home base if the pilot is notified in an approved manner during the course of that period that the transfer will extend for a period beyond such 28 days in which event temporary reimbursement will cease and the provisions of clause D.2 will become applicable.

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

- D.2.4** Where a pilot is transferred to a new home base at the employer's direction, the pilot will be entitled to first class accommodation provided by the employer for a period of up to 2 weeks.
- D.2.5** In the case of a pilot being transferred to another base, at least one month's notice of such transfer will be given unless the pilot consents to shorter notice.
- D.2.6** Where a pilot is operating on a field tour basis, the pilot may elect on a temporary basis to move their family to and from the tour site at the pilot's own expense. In such a case the pilot will continue to remain on a tour basis for all allowances, work cycles and duty hours. The employer will not be constrained from moving the work site of such a pilot but will avoid doing so unnecessarily.
- D.2.7** On arrival at a base to which they have been permanently transferred a pilot will be granted reasonable time off to attend to personal matters arising out of this relocation.
- D.2.8** A pilot will not be transferred more than once every 2 years except by mutual agreement.

D.3 Duty travel

D.3.1 A pilot when required by their employer to undertake any travel:

- (f) in the course of the pilot's employment; or
- (g) for the purpose of any training or certification, or for any other reason in the course of the pilot's employment,

will be provided with reasonable class travel for all such duty travel at no expense to the pilot.

- D.3.2** As far as practicable all travel arrangements (including accommodation where the employer elects to provide same) will be made by the employer prior to the departure of the pilot from their home base and all such arrangements will be made known to the pilot prior to such departure.
- D.3.3** Where any travel undertaken in accordance with clause D.3.1 involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with clause D.5.6.
- D.3.4** Where a pilot in the course of their employment is required by the employer to undertake any local travel by means of using taxi cabs or public transport, the pilot may elect to pay their fares en route, and in such cases the employer will, on production of proper receipts, reimburse the pilot for all expenses incurred by them in such travel.

D.4 Additions to salary

D.4.1 Additional qualifications

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

[D.4.1(a) varied by [PR718864](#) ppc 01Feb21]

A pilot who is required to hold an ATPL will be paid **\$4521.70** per annum in addition to the salary prescribed in clause D.5.1.

(b) Instrument flying rating

[D.4.1(b) varied by [PR718864](#) ppc 01Feb21]

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

Instrument flying rate	\$ per annum
Command	5487.50
Co-pilot	3564.68
Night LVMC	1369.68

(c) Supervisory pilots

Pilot in charge supervising	% of salary
Up to 3 pilots	5
More than 3 pilots	8
Check and training pilot	8
Check and training plus IFR	10
Chief pilot	10
Check and training who is also Chief pilot	12

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

D.4.2 Allowances**(a) Area allowances**

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

(b) Telephone

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

(c) Camping out

[D.4.2(c) varied by [PR719017](#) ppc 01Feb21]

Where a pilot is required to camp out in the course of their duties an allowance, additional to the allowance prescribed in clause D.4.2(a) will be paid at the rate of **\$33.47** per night, provided camping equipment of first class standard will be supplied and all messing and other arrangements will be organised by the employer.

(d) Transport

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

D.5 On-shore helicopter operations specific provisions

The provisions in clause D.5 apply specifically to pilots employed in on-shore helicopter operations.

D.5.1 Minimum salaries

[D.5.1 varied by [PR718864](#) ppc 01Feb21]

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

	Minimum salary per annum (full-time employee)
	\$
<i>Single engine</i>	
1st year of service	56,445
2nd year of service	57,767

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	Minimum salary per annum (full-time employee)
	\$
3rd year of service	59,033
4th year of service	60,275
5th year of service	61,597
6th year of service	62,918
7th year of service	64,243
8th year of service	65,566
9th year of service	66,886
<i>Twin 0–9000 lbs</i>	
1st year of service	60,275
2nd year of service	61,597
3rd year of service	62,918
4th year of service	64,243
5th year of service	65,566
6th year of service	66,886
7th year of service	68,210
8th year of service	69,532
9th year of service	70,854
<i>Twin over 9000 lbs</i>	
1st year of service	62,918
2nd year of service	64,243

Air Pilots Award 2020

	Minimum salary per annum (full-time employee)
	\$
3rd year of service	65,566
4th year of service	66,886
5th year of service	68,210
6th year of service	69,532
7th year of service	70,854
8th year of service	72,029
9th year of service	73,499

D.5.2 Service credits

Pilots on commencement are entitled to the following service credits:

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

Prior experience incremental	Credits
Any other IFR Helicopter lapsed or otherwise	1 year
Maximum IFR credit	2 years
Total maximum twin credit	4 years

D.5.3 Specific on-shore operations additions to salary

(h) Cattle mustering

[D.5.3(a) varied by [PR718864](#) ppc 01Feb21]

A helicopter pilot engaged in cattle mustering will be paid additionally an amount of **\$21.95** per day for each day or part thereof upon which the pilot is so engaged.

(i) Police operations

[D.5.3(b) varied by [PR718864](#) ppc 01Feb21]

Pilots engaged on police owned and operated helicopter operations will be paid a special allowance of **\$9175.10** per annum for twin engine operations, and **\$6233.80** per annum for single engine operations where they are authorised to carry out operations pursuant to CAO 95.17.

D.5.4 Specific on-shore allowances—overnight allowance

[D.5.4 varied by [PR718864](#) ppc 01Feb21]

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

	\$ per night
Australia and dependencies	21.95
Overseas	21.95

D.5.5 Hours of duty

(a) Duty/flight time

- (i) Duty time and flight time, except where expressly varied by clause D.5.5(a), will be carried out in accordance with the provisions of the Civil Aviation Orders Part 48 and concessions approved by the Secretary of CASA.
- (ii) Employers will make every effort to ensure a pilot will be rostered at least one weekend off in each 28 days.

- (iii) A pilot while at their home base will receive 4 days free from all duties in every 14 day period, such duty free days will be taken in two, 2 day periods provided that this may be varied by mutual agreement between a pilot and the employer as long as the period of duty free time of a pilot will be on the basis of 4 days off in each 14 day period.
 - (iv) Where a tour of duty is cancelled and the pilot is notified at or before 1900 hours on the preceding day, then the day of the cancelled tour of duty may be regarded as a day off.
 - (v) A pilot on reserve or stand-by duty will be contactable within any scheduled reserve duty period and will report for the appointed duty no later than one hour after being contacted. The employer will specify the reserve duty period commencement and finishing time which will be as agreed between the employer and the AFAP but the duration of such reserve duty periods will not exceed 12 hours.
 - (vi) The pilot's day or days off under this award will be preceded and succeeded by buffer periods, the sum of which will be no less than 12 hours.
 - (vii) Any accrued days off not given as provided in clause D.5.5 will upon termination of employment be payable to a pilot at the computed daily rate.
- (b) Multiple day tours**
- (i) A pilot on duty away from home base will be entitled to accommodation, meals and transport in accordance with clauses D.5.6 and D.6.4.
 - (ii) A period of duty away from home base will be planned up to a maximum of 28 days duration provided, however, the tour may subsequently be extended a further 14 days by mutual agreement.
 - (iii) Where a pilot is on duty away from home base, they may elect to defer duty free days in excess of those duty days referred to under CAO 48, and in this event the pilot will, on return to home base, immediately receive the deferred days off.
 - (iv) In addition to days off prescribed under clause D.5.5, a pilot away from home base will accrue an entitlement to one day off at home base for each 5 days away. Any portion of 5 days away will, for the purpose of determining accrued days off be added to the subsequent period of duty. The calculation of the accrual of days off will include the day of departure where the scheduled departure time is prior to 1200 hours and the day of return where the schedule arrival time is after 1200 hours.
 - (v) Any accrued days off accruing under the above clauses will not be included as part of annual leave.
 - (vi) Any accrued days off under clause D.5.5 will be taken immediately upon return to home base, provided that such accrued days may be taken at an alternative time mutually agreed upon between the pilot and the employer.

- (vii) For the purpose of clause D.5.5 duty away from home base will not include training.

D.5.6 Travelling and working away from home base

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

[D.5.6(b)(ii) varied by [PR719017](#) ppc 01Feb21]

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

	\$ per meal
Breakfast	28.91
Lunch	32.40
Dinner	55.69

- (iii) Where a pilot elects to charge any meal or meals direct to the employer the allowances for such meals prescribed by clause D.5.6(b)(ii) will not be payable nor will the amounts charged exceed those set out in clause D.5.6(b)(ii) in respect of any meal, or, where the 3 meals are taken the total of those amounts on a daily basis.

[D.5.6(c) varied by [PR719017](#) ppc 01Feb21]

- (c) Where a pilot is not relieved from duty for a continuous period of 20 minutes between the fourth and fifth hours since the commencement of duty or at some other mutually agreed time, then the pilot will be paid an allowance of **\$22.07**.

[D.5.6(d) varied by [PR719017](#) ppc 01Feb21]

- (d) Where, during a tour of duty a pilot is shut down away from home base between the hours of 1200 and 1400, the pilot will receive an allowance of **\$22.07**. The allowance will not be payable where the employer provides the pilot with a meal.
- (e) The employer will reimburse the pilot for reasonable actual laundry expenses incurred while away from home base.

[D.5.6(f) varied by [PR719017](#) ppc 01Feb21]

- (f) Where first class accommodation is available in the area and cannot be or has not been provided, the employer will pay the pilot a disability allowance of up to **\$24.92** per night if such is not provided. The payment of this allowance will not be deemed permissive avoidance of the obligations of the company to provide first class accommodation.

D.6 Off-shore helicopter specific provisions

D.6.1 Minimum salaries

[D.6.1 varied by [PR718864](#) ppc 01Feb21]

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

Single engine command	Minimum salary per annum ¹
	\$
UTBNI 9000 lbs	
1st year of service	58,952
2nd year of service	60,275
3rd year of service	61,597
4th year of service	62,918
5th year of service	64,243
6th year of service	65,566
7th year of service	66,886
8th year of service	68,208
9th year of service	69,532
10th year of service	70,854
11th year of service	72,175
12th year of service	73,499

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Single engine command	Minimum salary per annum¹
	\$
13th year of service	74,821
14th year of service	76,145
15th year of service	77,468
<i>All other operations command</i>	
1st year of service	65,566
2nd year of service	66,886
3rd year of service	68,208
4th year of service	69,532
5th year of service	70,854
6th year of service	72,175
7th year of service	73,499
8th year of service	74,821
9th year of service	76,145
10th year of service	77,468
11th year of service	78,788
12th year of service	80,111
13th year of service	81,434
14th year of service	82,754
15th year of service	84,078

¹ Rates in table are calculated based on the minimum salary per annum. Consistent with clause D.6.3, the all-purpose special duties addition to salary allowance needs to be added to the rates in the above table.

D.6.2 Service credits

Pilots on commencement are entitled to the following service credits:

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

D.6.3 Specific off-shore additions to salary

[D.6.3 varied by [PR718864](#) ppc 01Feb21]

Special duties

A pilot employed for off-shore helicopter operations will be paid a special duties addition to salary of **\$6804.50** per annum.

D.6.4 Allowances**(a) Area allowances**

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

(b) Telephone

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

(c) Camping out

[D.6.4(c) varied by [PR719017](#) ppc 01Feb21]

Where a pilot is required to camp out in the course of their duties an allowance, additional to the allowance prescribed in clause D.6.4(a) will be paid at the rate of **\$34.84** per night, provided camping equipment of first class standard will be supplied and all messing and other arrangements will be organised by the employer.

(d) Transport

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

D.6.5 Hours of duty

- (a) A pilot on duty away from home base will be entitled to accommodation, meals and transport in accordance with clause D.5.6.
- (b) A period of duty away from home base will be of up to 28 days duration provided, however, the tour may be extended a further 14 days by mutual agreement.
- (c) Where a pilot is on duty away from home base, the pilot may elect to defer duty free days in excess of those duty days referred to under CAO 48 and in this event, the pilot will on return to home base, immediately receive the deferred days off.
- (d) A pilot on tour of duty will be employed on the basis of twelve 28 day cycles of duty per annum, consisting of 15 days on duty and 13 days off. Such days off to be taken

at the pilot's home base. In addition, the pilot will be entitled to 42 days annual leave per annum (inclusive of Saturdays, Sundays and public holidays), which will consist of one period of 13 days off associated with a duty cycle plus 29 days.

- (e) Any accrued days off under the above clause will not be included as part of annual leave except as provided in clause D.6.5(d). Methods of achieving correct ratios between periods of duty away from home base and days off may be agreed between the majority of affected employees and individual employers provided the principles set out in clause D.6.5 are adhered to.

D.6.6 Travelling and working away from home base

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

[D.6.6(c)(i) varied by [PR719017](#) ppc 01Feb21]

- (i) A pilot on a tour of duty as per clause D.6.5 will be paid a DTA of **\$5.73** per hour or part thereof calculated from arrival or departure from the operational base. Where breakfast, lunch and dinner are provided, a DTA of **\$2.05** per hour or part thereof will apply instead.
- (ii) Where a pilot has not reached the operational base within 8 hours of departure from their home base DTA will commence. Provided further that where a pilot departs their operational base and is then delayed, DTA will apply until 8 hours prior to the pilot's return to home base or actual departure from operational base, whichever is later.

Schedule E—Sector Specific Conditions—Helicopter Operations – Aircrew

E.1 Despite anything else contained in this award, the following clauses will apply to all employers and helicopter aircrew conducting helicopter operations.

E.2 If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.

E.3 Minimum wages and related matters

E.3.1 Classification definitions

Classifications are defined as follows:

- (a) Surveillance aircrewperson** – A helicopter aircrewperson who is qualified and proficient in the operation of equipment and techniques necessary to be despatched on surveillance missions. A Surveillance Aircrewperson must have completed a Certificate III in Aviation or have equivalent level of skill and training.
- (b) Rescue aircrewperson** – A helicopter aircrewperson who is qualified and proficient in the operation of equipment and techniques necessary to be despatched on surveillance missions and/or to be despatched from the helicopter to a person or persons in distress and to render the necessary aid prior to evacuation by the most appropriate means. They are also responsible for passenger safety during Passenger Transport Operations. A Rescue Aircrewperson must have completed a Certificate III in Aviation (Rescue Crewperson) or have equivalent level of skill and training.
- (c) Surveillance mission coordinator** – A helicopter aircrewperson who is qualified and proficient in the operation of equipment and techniques necessary to be despatched as the Coordinator of surveillance missions.
- (d) Aircrewperson** – A helicopter aircrewperson who is qualified and proficient in the techniques necessary to perform any of the following: Search and Rescue, Emergency Medical, Rappelling, Sling loading, Surveillance Missions, Passenger Transport, or Winching Operations. This may also include left front seat operations assisting and monitoring the employees. Aircrewperson are responsible for passenger safety during Passenger Transport Operations. Aircrewpersons must satisfy the requirements for an Aircrewperson/Winch operator set out in Civil Aviation Order 29.11. An Aircrewperson must have completed a Certificate IV in Aviation (Aircrewperson) or have equivalent level of skill and training.
- (e) Line training aircrewperson** – An Aircrewperson who at the direction of the employer performs instruction and/or training duties.
- (f) Check and training aircrewperson** – An Aircrewperson who is approved pursuant to the CAOs by the CASA to conduct, and who does so conduct at the direction of the employer, flight proficiency tests and who certifies to the competency of aircrewperson so tested. He or she is responsible for the training and operational standards of Aircrewpersons and Rescue Crewpersons.

- (g) **Chief aircrewperson** – An Aircrewperson who is approved pursuant to the CAOs by the CASA to conduct, and who does so conduct at the direction of the employer, flight proficiency tests and who certifies to the competency of Employees so tested. He or she is responsible to the Head of Check and Training for operational and training matters in relation to Cabin Staff aligned to the company Operations Manual.

E.3.2 Minimum rates

Classification	Minimum weekly rate
	\$
Surveillance aircrewperson	927.70
Rescue aircrewperson	927.70
Surveillance mission coordinator	981.50
Aircrewperson	981.50

E.3.3 Additional qualifications – supervisory aircrewpersons

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

E.3.4 Ordinary hourly rate

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

E.3.5 Ordinary weekly rate

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

E.4 Allowances

E.4.1 Tools of trade

- (a) Where an employer requires an employee to utilise any tools of trade and does not provide those tools of trade free of cost to the employee, the employer must reimburse the employee for the reasonable cost of the purchase and maintenance of the tools of trade required in the performance of the employee's duties.

(b) Tools of trade include the following:

- Wet suit
- Weight belt
- Snorkel
- Helmets
- Diving fins
- Stinger suit
- Face mask
- Flying gloves
- Safety knife
- Diving knife
- Boots and gloves

(c) Where the employer requires an employee to utilise any tools of trade and does not provide those tools free of cost to the employee, the employer will reimburse an employee a reasonable amount to cover loss or damage to a crewperson's tools of trade as specified above, whilst at or operating from a specified area of operations of the employer.

E.4.2 Mobile intensive care ambulance allowance

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

E.4.3 Loss of baggage allowance

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

E.4.4 Associated duty expenses

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

E.4.5 Area allowances

Clause D.4.2(a) will apply to helicopter aircrew.

E.4.6 Telephone

Clause D.4.2(b) will apply to helicopter aircrew.

E.4.7 Camping out

Clause D.4.2(c) will apply to helicopter aircrew.

E.4.8 Transport

Clause D.4.2(d) will apply to helicopter aircrew.

E.4.9 Overnight allowance

Clause D.5.4 will apply to helicopter aircrew performing on-shore operations.

E.5 Transfers

Clause D.2 will apply to helicopter aircrew.

E.6 Duty travel

Clause D.3 will apply to helicopter aircrew.

E.7 Hours of Work and Related Matters

E.7.1 Ordinary hours of work and rostering

- (a) Maximum weekly ordinary hours and requests for flexible working arrangements are provided for in the [NES](#).
- (b) The ordinary hours of employees will be in accordance with clause 15—Hours of work, days off and rest periods of this award and may average 38 hours per week over a period inclusive of meal breaks but:
 - (i) must not exceed 152 hours in 28 consecutive days; or
 - (ii) must not exceed 304 hours in 56 consecutive days.

E.7.2 Overtime

- (a) An employee shall be entitled to an overtime rate for all work performed in excess of or outside that employee's ordinary hours as prescribed by an employer in accordance with clause E.7.
- (b) The overtime rate shall be the employee's ordinary hourly rate of pay (clause E.3.2) multiplied by 1.5 for the first two hours and multiplied by 2 thereafter.
- (c) When computing overtime in accordance with this clause, each day will stand alone.

E.7.3 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by that employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause E.7.3.

- (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 clause E.7.3(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 is set out at Schedule J—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule J—Agreement for Time Off Instead of Payment for Overtime. An agreement under this clause 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 or days worked.

EXAMPLE: By making an agreement under clause E.7.3 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 E.7.3 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 clause E.7.3(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 E.7.3 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 E.7.3 will apply, including the requirement for separate written agreements under clause E.7.3(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 E.7.3 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 E.7.3.

E.8 Onshore helicopter operations specific provisions

E.8.1 Hours of duty and days free of duty

(a) Duty/flight time

Clauses D.5.5(a)(ii), D.5.5(a)(iii), D.5.5(a)(iv), D.5.5(a)(v) and D.5.5(a)(vi) will apply to helicopter aircrew performing onshore helicopter operations, provided that the reserve duty period commencing and finishing time (clause D.5.5(a)(v)) will be as agreed between the employer and the employee.

(b) Multiple day tours

Clause D.5.5(b) will apply to helicopter aircrew performing onshore helicopter operations.

E.8.2 Travelling and working away from home base

Clause D.5.6 will apply to helicopter aircrew performing onshore helicopter operations.

E.9 Offshore helicopter operations specific provisions

E.9.1 Hours of duty

Clauses D.5.6(b), D.5.6(c), D.5.6(d) and D.5.6(e) will apply to helicopter aircrew performing offshore helicopter operations.

E.9.2 Travelling and working away from home base

Clauses D.6.6(a) and D.6.6(b) will apply to helicopter aircrew performing offshore helicopter operations.

E.9.3 Employees operating away from home base

Clause D.6.6(c) will apply to helicopter aircrew performing offshore helicopter operations.

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Schedule F—Summary of Hourly Rates of Pay

F.1 Aerial application operations employees

F.1.1 Full-time and part-time aerial application operations employees

Flying hours experience in the industry	Minimum hourly rate
	\$
0–1000	19.84
1001–2000	20.48
2001–3000	21.33
Over 3000	23.04

F.1.2 Casual aerial application operations employees

	Minimum daily rate
All employees	\$
All employees	236.06

F.2 Casual employees —other than aerial application operations employees

F.2.1 Casual airlines/general aviation employees

	Per flying hour
	$1/800^{\text{th}}$ of annual rate + 25% loading
	\$
Single engine aircraft	
UTBNI 1360 kg	
Captain	71.34
First Officer/Second Pilot	61.25
1360 kg – 3359 kg	
Captain	74.38

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	Per flying hour
	1/800th of annual rate + 25% loading
	\$
First Officer/Second Pilot	61.25
3360 kg & above	
Captain	86.38
First Officer/Second Pilot	67.43
Multi engine aircraft	
UTBNI 3360 kg	
Captain	83.06
First Officer/Second Pilot	64.80
3360 kg UTBNI 5660 kg	
Captain	86.38
First Officer/Second Pilot	67.43
5660 kg UTBNI 8500 kg	
Captain	91.10
First Officer/Second Pilot	70.31
8500 kg UTBNI 12000 kg	
Captain	98.00
First Officer/Second Pilot	74.68
12000 kg UTBNI 15000 kg	
Captain	105.33

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	Per flying hour
	1/800th of annual rate + 25% loading
	\$
First Officer/Second Pilot	79.51
15000 kg UTBNI 19000 kg	
Captain	114.78
First Officer/Second Pilot	85.30
19000 kg & above – unless otherwise listed	
Captain	122.80
First Officer/Second Pilot	89.88
Dash 8 aircraft	
Dash 8 100 – 15650 kg MTOW; Dash 8 200 – 16466 kg MTOW; and Dash 8 300 – 19505 kg MTOW	
Captain	114.78
First Officer/Second Pilot	85.30
Dash 8 400 – 28998 kg MTOW	
Captain	122.61
First Officer/Second Pilot	89.88
Larger aircraft	
Fokker 28 and CRJ-50	
Captain	197.36
First Officer	130.83

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	Per flying hour
	1/800th of annual rate + 25% loading
	\$
BAe-146; Fokker 100; and Boeing 717	
Captain	213.66
First Officer	141.10
Narrow body aircraft	
Captain	224.00
First Officer	147.53
Wide body aircraft - single deck	
Captain	257.18
First Officer	169.23
Second Officer	102.66
Wide body aircraft - double deck	
Captain	290.35
First Officer	190.94
Second Officer	115.69

F.2.2 Casual regional airline employees

	Per flying hour
	1/800th of annual rate + 25% loading
	\$
Group 1	Cessna 206; Cessna 207 and Cessna 210

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	Per flying hour
	1/800 th of annual rate + 25% loading
	\$
Captain	81.25
Group 2	Aero Commander 500; Beechcraft 55; Beechcraft 58; Britten Norman BN2; Cessna 310; Cessna 337; Cessna 402; Cessna 414; Partenavia P68; Piper PA23; Piper PA30; Piper PA31; Piper PA34 and Piper PA60 Aerostar
Captain	90.03
Group 3	Beechcraft 65; Cessna 404; Cessna 421; and Aero Commander 680
Captain	93.09
Group 4	Cessna 441; Nomad N22; Nomad N24; and Aero Commander 690
Captain	99.69
Group 5	Beechcraft 200; Swearingen 226; Swearingen 227; De Havilland 6-100; De Havilland 6-200; De Havilland 6-300; Casa 212 and Embraer 110
Captain	113.08
Co-pilot	81.89
Group 6	Jetstream 31; Beach 1900 and Metro 23
Captain	116.14
Co-pilot	82.89
Group 7	Cessna 550; McDonnell Douglas; DC3; Shorts SD-330; Shorts SD-360 and Mohawk
Captain	120.75

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	Per flying hour
	1/800th of annual rate + 25% loading
	\$
Co-pilot	84.24
Group 8	Saab-Fairchild and 340 A
Captain	128.91
Co-pilot	88.35
Group 9	De Havilland; Dash 8-100, 102, 200 and 300; ATR 42-300; and Fokker 50
Captain	139.16
Co-pilot	93.59
Group 9	Dash 8-400
Captain	148.71
Co-pilot	99.95
Group 10 (turbo jet aircraft)	Fokker 70 and Fokker 100; Bae-146 and Embraer 190/195
Captain	213.66
Co-pilot	141.10
Group 10 (turbo jet aircraft)	Airbus A319; Airbus 320; Boeing 737-300 and Boeing 737-400
Captain	224.00
Co-pilot	147.53

F.2.3 Casual on-shore adult helicopter pilots

	Pilot	Co-pilot
	1/800th of annual rate + 25% loading	1/800th of annual rate + 25% loading
	\$ per flying hour	
On-Shore Operations		
Single Engine		
1st year of service	88.20	61.74
2nd year of service	90.26	63.19
3rd year of service	92.24	64.56
4th year of service	94.18	65.93
5th year of service	96.25	67.38
6th year of service	98.31	68.81
7th year of service	100.38	70.26
8th year of service	102.45	71.71
9th year of service	104.51	73.16
Twin 0-9000 lbs		
1st year of service	94.18	65.93
2nd year of service	96.25	67.38
3rd year of service	98.31	68.81
4th year of service	100.38	70.26
5th year of service	102.45	71.71
6th year of service	104.51	73.16

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	Pilot	Co-pilot
	1/800th of annual rate + 25% loading	1/800th of annual rate + 25% loading
	\$ per flying hour	
7th year of service	106.58	74.60
8th year of service	108.65	76.05
9th year of service	110.71	77.50
Twin over 9000 lbs		
1st year of service	98.31	68.81
2nd year of service	100.38	70.26
3rd year of service	102.45	71.71
4th year of service	104.51	73.16
5th year of service	106.58	74.60
6th year of service	108.65	76.05
7th year of service	110.71	77.50
8th year of service	112.55	78.79
9th year of service	114.84	80.39

F.2.4 Casual off-shore adult helicopter pilots

	Pilot	Co-pilot
	1/800th of annual rate + special duties addition + 25% loading¹	1/800th of annual rate + special duties addition + 25% loading¹
	\$ per flying hour	
Single engine command		

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	Pilot	Co-pilot
	1/800th of annual rate + special duties addition + 25% loading¹	1/800th of annual rate + special duties addition + 25% loading¹
	\$ per flying hour	
UTBNI 9000 lbs		
1st year of service	102.75	75.11
2nd year of service	104.81	76.56
3rd year of service	106.88	78.00
4th year of service	108.94	79.45
5th year of service	111.01	80.90
6th year of service	113.08	82.35
7th year of service	115.14	83.79
8th year of service	117.21	85.24
9th year of service	119.28	86.69
10th year of service	121.34	88.13
11th year of service	123.40	89.58
12th year of service	125.48	91.03
13th year of service	127.54	92.46
14th year of service	129.61	93.91
15th year of service	131.68	95.36
All other operations command		
1st year of service	113.08	82.35
2nd year of service	115.14	83.79

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	Pilot	Co-pilot
	1/800th of annual rate + special duties addition + 25% loading¹	1/800th of annual rate + special duties addition + 25% loading¹
	\$ per flying hour	
3rd year of service	117.21	85.24
4th year of service	119.28	86.69
5th year of service	121.34	88.13
6th year of service	123.40	89.58
7th year of service	125.48	91.03
8th year of service	127.54	92.46
9th year of service	129.61	93.91
10th year of service	131.68	95.36
11th year of service	133.74	96.81
12th year of service	135.80	98.25
13th year of service	137.88	99.70
14th year of service	139.94	101.15
15th year of service	142.00	102.59

¹ Rates in table are inclusive of the all-purpose special duties addition to salary allowance in clause D.6.3.

F.2.5 Casual helicopter aircrew

[insert table]

Schedule G—Summary of Monetary Allowances

See clause 20—Allowances, Schedule A—Classifications, Minimum Salaries and Additions to Salaries—Airlines/General Aviation, Schedule B—Classifications, Minimum Salaries and Additions to Salaries—Regional Airlines, Schedule C—Sector Specific Conditions—Aerial Application Operations and Schedule D—Sector Specific Conditions—Helicopter Operations for full details of allowances payable under this award.

G.1 Wage-related allowances:

The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum salary for a Captain single engine UTBNI 1360 kg in schedule A.1.1 divided by 52 = **\$878.00**.

Allowance	Clause	% of standard rate	\$	Payable
Work on a rostered duty-free day	15.8(f)(ii)	12.4	108.87	per day worked
Engineering and other duties—50 hourly inspection	20.2(a)(ii)	9.9	86.92	per inspection
Engineering and other duties—Licensed Aircraft Maintenance Engineer qualification	20.2(a)(iii)	5.0	43.90	per hour or part thereof
Engineering and other duties—excessive freight weight—pilot required to load/unload aircraft	20.2(a)(iv)	12.0	105.36	per tour of duty
Night operations—personal inconvenience allowance	20.2(b)(ii)	1.8	15.80	per night operation flown
Night vision goggles:	20.2(c)(ii)			
Single pilot command		995.56	8741.02	per annum
Multi pilot command		663.46	5825.18	per annum
Co-pilot		497.33	4366.56	per annum
Overseas duty allowance	20.2(d)(i)	3.9	34.24	per occasion

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Allowance	Clause	% of standard rate	\$	Payable
Airlines/General Aviation				
Piston engine aircraft—commuter operations	A.1.3(a)	183.0	1606.74	per annum
Airline Transport Pilots Licence (excluding Fokker-28 pilots)	A.1.3(b)	604.0	5303.12	per annum
Turbo-prop aircraft allowance	A.1.3(c)	797.0	6997.66	per annum
Turbo jet aircraft allowance (excluding Fokker-28 pilots)	A.1.3(d)	1280.0	11,238.40	per annum
Instrument flying rating (excluding Fokker-28 pilots):	A.1.4			
Command or Class 1		732.0	6426.96	per annum
Co-pilot or Class 2		476.0	4179.28	per annum
Night VFR or Class 4		183.0	1606.74	per annum
Instrument flying rating—First Officer/Second Pilot:	A.1.6			
Command or Class 1		732.0	6426.96	per annum
Co-pilot or Class 2		476.0	4179.28	per annum
Night VFR or Class 4		183.0	1606.74	per annum
Piston engine aircraft—commuter operations—additional entitlement (see A.1.3(a))		65% additional as specified in A.1.6	1044.38	per annum
Turbo-prop aircraft allowance—additional entitlement (see A.1.3(c))		65% additional as specified in A.1.6	4548.48	per annum

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Allowance	Clause	% of standard rate	\$	Payable
Turbo jet aircraft allowance—additional entitlement (see A.1.3(d))		65% additional as specified in A.1.6	7304.96	per annum
Flight instruction—single engine:	A.1.7(a)(i)			
Grade II single engine charter		417.0	3661.26	per annum on appointment
Grade I single engine charter		834.0	7322.52	per annum on appointment
Flight instruction—multi engine:	A.1.7(a)(ii)			
Grade II multi engine charter		417.0	3661.26	per annum on appointment
Grade I multi engine charter		834.0	7322.52	per annum on appointment
Flight instruction—single engine (Grade I instructor)—8 years of service	A.1.7(c)	106.0	930.68	per annum of sixth, seventh and eighth year of service
Instrument flying rating—flight instruction:	A.1.8			
Command or Class 1		732.0	6426.96	per annum
Co-pilot or Class 2		476.0	4179.28	per annum
Night VFR or Class 4		183.0	1606.74	per annum
Regional Airlines				

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Allowance	Clause	% of standard rate	\$	Payable
Freight weight allowance—in excess of 500kg—pilot required to load/unload aircraft	B.3.1	15.6	136.97	per tour of duty
Aerial Application Operations				
Training and/or checking allowance	C.9.6	3.0	26.34	per hour*
Helicopter Operations				
Senior commercial pilot's licence allowance	D.4.1(a)	515.0	4521.70	per annum
Instrument flying rating:	D.4.1(b)			
Command		625.0	5487.50	per annum
Co-pilot		406.0	3564.68	per annum
Night LVMC		156.0	1369.68	per annum
Cattle mustering allowance	D.5.3(a)	2.5	21.95	per day or part thereof
Police operations:	D.5.3(b)			
Twin engine operations		1045.0	9175.10	per annum
Single engine operations		710.0	6233.80	per annum
Specific on-shore allowances—overnight allowance:	D.5.4			
Australia and dependencies		2.5	21.95	per night spent away from home base

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Allowance	Clause	% of standard rate	\$	Payable
Overseas		2.5	21.95	per night spent away from home base
Specific off-shore additions—special duties	D.6.3	775.0	6804.50	per annum

* Training and/or checking allowance—either this hourly amount paid, or **100%** of the commission payable while in command of the aircraft, whichever is the greater.

Add table re helicopter aircrew allowances

G.2 Adjustment of wage-related allowances

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

G.3 Expense-related allowances:

G.3.1 The expense-related allowances in this award will be adjusted by reference to the Consumer Price Index (CPI) as per the following:

Allowance	Clause	\$	Payable
Accommodation and meals—additional amount	20.3(a)(ii)	21.79	per night
Accommodation and meals—hardlying allowance	20.3(a)(iii)	96.62	per layover
Accommodation and meals—allowance to replace clauses 20.3(a)(ii) and 20.3(a)(iii)	20.3(a)(iv)	138.73	per layover
Accommodation and meals—meals for tours of duty commencing from layover port:	20.3(a)(v)		
0630–0800 hours		28.91	per occasion

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Allowance	Clause	\$	Payable
1200–1330 hours		32.40	per occasion
1800–2000 hours		55.69	per occasion
Incidentals		21.79	per occasion
Accommodation and meals—camping out allowance	20.3(a)(vi)	106.21	per night or part thereof
Vehicle allowance	20.3(b)(v)	0.78	per km
Loss of licence allowance—an amount of up to	20.3(c)	2079	per annum
Uniform allowance	20.3(e)(ii)	277.55	upon employment and annually
Clothing allowance—excessive wear and tear	20.3(e)(iii)	5.20	per week
Transport allowance—return travel	20.3(g)(ii)	7.40	per occasion
Accident insurance—death benefit:	21.11(a)		
Aerial application operations		85,629	Not less than
All other pilots		308,264	Not less than
Accident insurance reimbursement:	21.11(d)		
Aerial application operations—an amount of up to		856.29	per annum
All other operations—an amount of up to		513.76	per annum
Accommodation—not of an appropriate standard	B.4.2	124.49	per night
Accommodation—camping out allowance	B.4.3	106.21	per night

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Allowance	Clause	\$	Payable
Layover allowance:	B.4.4		
—Australia and dependencies		21.79	per layover
—Elsewhere		47.94	per layover
Meals on layover:	B.4.5(a)		
—Breakfast		28.91	per occasion
—Lunch		32.40	per occasion
—Dinner		55.69	per occasion
Accommodation and meals—pilot securing own	B.4.6	138.73	per layover
Camping out allowance	D.4.2(c)	33.47	per night
Transport allowance	D.4.2(d)(i)	0.78	per km
Transport allowance—private vehicle	D.4.2(d)(iii)	0.78	per km
Travelling and working away from home base—meals:	D.5.6(b)(ii)		
—Breakfast		28.91	per occasion
—Lunch		32.40	per occasion
—Dinner		55.69	per occasion
Not relieved for duty between fourth and fifth hour	D.5.6(c)	22.07	per occasion
Shut down away from home base between 1200 and 1400 hours	D.5.6(d)	22.07	per occasion
Accommodation—disability allowance—an amount of up to	D.5.6(f)	24.92	per night
Camping out allowance—additional	D.6.4(c)	34.84	per night

Allowance	Clause	\$	Payable
Transport allowance	D.6.4(d)(i)	0.78	per km
Transport allowance—private vehicle	D.6.4(d)(iv)	0.78	per km
Pilots operating away from home base—daily travelling allowance	D.6.6(c)(i)	5.73	per hour or part thereof
Pilots operating away from home base—breakfast, lunch and dinner provided—daily travelling allowance		2.05	per hour or part thereof

G.3.2 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
Accident and loss of licence insurance	Insurance sub-group
Uniform or protective clothing allowance	Clothing and footwear group
Accommodation, incidentals, hardlying and layover, and camping out allowances	Domestic holiday travel and accommodation sub-group
Meal allowance	Take away and fast foods sub-group
Transport allowance	Transport group
Daily travelling allowance	Domestic holiday travel and accommodation sub-group

G.4 Other allowances

Allowance	Clause	Payment detail
Telephone allowance—full-time and part-time pilots	20.3(d)	50% of rental costs

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Schedule H—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____

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Schedule I—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__

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Schedule J—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 K—Part-day Public Holidays

- K.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- K.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 K.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 K.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.
- K.3** This schedule is not intended to detract from or supplement the [NES](#).

Schedule X—Additional Measures During the COVID-19 Pandemic

X.1 Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 29 March 2021. The period of operation can be extended on application.

X.2 During the operation of Schedule X, the following provisions apply:

X.2.1 Unpaid pandemic leave

- (a) Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).

[X.2.1(d) varied by [PR720629](#), [PR723055](#) ppc 30Sep20]

- (d) A period of leave under clause X.2.1(a) must start before 29 March 2021, but may end after that date.
- (e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](#).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

X.2.2 Annual leave at half pay

- (a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

[X.2.2(c) varied by [PR720629](#), [PR723055](#) ppc 30Sep20]

- (c) A period of leave under clause X.2.2(a) must start before 29 March 2021, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the [Act](#).

NOTE 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.