

Fair Work Commission

Four Yearly Review of Modern Awards — Air Pilots Award 2010

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IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

Pilots (General Aviation) Award 1984

IN THE FLIGHT CREW OFFICERS INDUSTRIAL TRIBUNAL

Conciliation and Arbitration Act 1904

In the matter of a notification of an industrial dispute between the

Australian Federation of Air Pilots

and

Aero Country Pty Ltd and others

in relation to wages and working conditions

(T No. 18 of 1984)

MR JUSTICE COLDHAM

MELBOURNE, 6 FEBRUARY 1985

1 - TITLE

This Award shall be known as the Pilots (General Aviation) Award 1984.

2 - ARRANGEMENT

<u>Clause number</u>	<u>Subject matter</u>
	PART A - ADMINISTRATION, ALLOWANCES, GENERAL CONDITIONS, GRIEVANCE PROCEDURES
1	Title
2	Arrangement
3	Access to personal records
4	Area, incidence and operation
5	Availability
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Pt A: 2 - Arrangement - contd

<u>Clause number</u>	<u>Subject matter</u>
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36	Employment contract
37	Leave of absence
38	Leave for jury service
39	Long service leave
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42	Ordinary working hours and periods of duty
43	Recreation leave
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2	Salaries - flight instruction
3	Salaries - general provisions

Appendixes

I	Certificate of service
II	Duty and flight time records
III	Letter of employment
IV	Letters of Agreement

Schedules

A	Respondents
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3 - ACCESS TO PERSONAL RECORDS

(a) Any personal file, equipment record or check report of a pilot, whether kept at the employer's head office or another office, shall be open to inspection by the pilot in the presence of the employer or the employer's nominated representative during normal business hours.

(b) A pilot's personal file, equipment record or check report may be perused by a representative of the Australian Federation of Air Pilots on the written authority of the pilot.

Pt A - contd

4 - AREA, INCIDENCE AND OPERATION

- (a) (i) This Award shall be binding in Australia and its dependancies on the Australian Federation of Air Pilots and the employers and organizations listed in Schedule A attached hereto as to employment for hire or reward of pilots, whether members of the Federation or not, as operating crew members of aircraft in general aviation operations excepting helicopter and aerial agriculture operations.
- (ii) This Award is made on the understanding that the parties to it shall consider proposals for a new Award not more than 90 days prior to its expiration and that such proposals shall be provided to the parties not less than 30 days before the commencement of negotiations.
- (b) (i) This Award shall commence to operate from the beginning of the pay period commencing on or next after 11 May 1984 and shall remain in force until 10 May 1986.
- (ii) Salaries and nominated allowances shall be increased in line with decisions of the Full bench in any National Wage decision determined under the Principles established in the 23 September 1983 decision.⁽¹⁾
- (iii) Allowances specified in clauses 25, 27, 30, 31, 42 and 53 and subclause 26(c) shall be adjusted in accordance with National Wage decisions.
- (c) This Award shall be binding upon all employers respondent to this Award, any successor to, or any assignee or transmittor of, the business of the employer, including a corporation that has acquired or taken over the business of the employer.

Where continuity of ownership, or interest can be shown in any form through any level of ownership change the employer shall be responsible for all award and statutory obligations.

5 - AVAILABILITY

An employer shall at all times have prominently exhibited and available for inspection by his pilots at his place or places of business, a legible copy of this Award and copies of all variations to it.

6 - BANK OF DAYS

(a) The Australian Federation of Air Pilots and any employer bound by this Award may agree to establish a bank of days which may be drawn on by the employer's pilots to enable them to attend to matters involving the Australian Federation of Air Pilots.

(b) The terms of any agreement reached under subclause (a) of this clause shall be recorded in a Letter of Agreement as provided for in clause 11.

7 - CERTIFICATE OF SERVICE

(a) A pilot may request a certificate of service on termination and the employer must provide such certificate within 7 days of the pilot's last day of work.

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Pt A: 7 - Certificate of service - contd

(b) Certificates of service shall be in the format prescribed in Appendix I and shall be signed by the employer or his authorised representative and the pilot.

8 - DEFINITIONS

- Assignment -** means a tour of duty conducted by a pilot operating from other than his home base without having been transferred.
- Calendar day -** means all time between midnight (zero hours) and the following midnight (2400 hours).
- Check pilot -** means a pilot who is approved by the Department of Aviation to conduct, and who does so conduct, flight proficiency tests for the issue and renewal of pilots' licences, and who certifies to the competency of pilots so tested.
- Chief Flying Instructor -** means the instructor appointed by a school and approved by the Department of Aviation to carry out the function of Chief Flying Instructor and, or Chief Pilot at the school rating level specified on the flying school licence issued to the school by the Department of Aviation.
- Chief Pilot -** means the pilot appointed by the Employer and who is approved by the Department of Aviation to perform the duties and responsibilities of the Chief Pilot.
- Commuter operations -** means flying performed under Regulation 201 and Regulation 203 of the Air Navigation Regulations and any variation operative thereto from time to time, including Supplementary Airline Licence (SAL) Operations.
- Dead head travel -** means all travel performed at the direction of the employer not associated with the actual operation of the aircraft but required for the purpose of the positioning for a tour of duty or returning to home base or base of temporary transfer after a tour of duty. For the purpose of this Award, dead head travel time will be required as duty time.
- Designated day off -** means a day on which a pilot is rostered to be free of all duty in his home base or base to which he has been temporarily transferred and shall extend from 2200 hours on the day preceding until 0600 hours on the day succeeding such day. Where there is a requirement for 2 or more such days to be taken consecutively the pilot shall be free of all duty in his home base or the base to which he has been temporarily transferred from 2200 hours on the day preceding until 0600 hours on the day succeeding such number of consecutive days.
- Duty time -** means all time on duty in accordance with the ANOS and this Award.

Pt A:8 - Definitions - contd

- First class accommodation - shall mean 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 with air conditioning and or heating as appropriate to the area.
- First Officer - means a pilot who is appointed as First Officer by the employer and who currently is licensed by the Department of Aviation to act as second or third in command of an aircraft requiring two or more pilots.
- Flight Instructor
Grade I - means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Department of Aviation with a Grade One Instructor rating and who is required by his employer to exercise the privileges of his 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 the Department of Aviation with a Grade Two Instructor rating, or Grade One Instructor rating and who is required by his employer to exercise the privileges of his 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 the Department of Aviation with a Grade III Instructor rating and who is required by his employer to exercise the privileges of his rating and whose duties include flight instruction.
- Flight time - means time on duty as a crew member in an aircraft and is calculated from chock to chock.
- Home base - means the base at which a pilot from time to time is permanently domiciled.
- Layover - shall mean the continuous period of time in excess of 9 hours in every 24 hours 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 his home base. For the purpose of this definition a temporary transfer base shall be regarded as home base.
- Night operations - means all duty between the hours of 2300 and 0400 hours local time at departure base.
- Permanent transfer - means the transfer of a pilot, for a period in excess of 180 days, by employer direction, from his home base to another base, which shall become his home base.

Pt A: 8 - Definitions - contd

- Pilot -** means a person who is the holder of a Commercial Pilot's Licence or Senior Commercial Pilot's Licence and is employed under the provisions of the Award.
- Salary -** shall mean base salaries and additions to base salaries prescribed by Part B clauses 1, 2 and 3 of this Award in force from time to time.
- Senior Pilot Instructor -** means a pilot who is designated by his employer as Senior Pilot Instructor and who is required to carry out duties associated therewith in addition to flying duties.
- Sign off time -** means the time an operating pilot completes all duties associated with a tour of duty, which unless otherwise agreed to between the parties shall be 15 minutes after the actual arrival where flight duty is involved.
- Provided that in respect of the last flight of an aircraft on any day to a capital city primary airport the period of 15 minutes may be extended up to 30 minutes where a repositioning of the aircraft by that pilot is involved.
- Sign on time -** means the actual sign on time for duty by an operating pilot where flight duty is involved which shall not be less than 45 minutes prior to the scheduled departure of the flight, (and not less than 15 minutes in the case of Flight Instructors commencing flight instruction duties other than cross-country runs), unless otherwise agreed between an employer and the Australian Federation of Air Pilots and in such case shall be not less than 15 minutes prior to scheduled departure time. Provided that in respect of the first flight of an aircraft on any day from a capital city primary airport the period of 45 minutes may be extended up to 60 minutes, by agreement between the employer and his pilot. Any dispute which arises concerning an extension beyond 45 minutes will be dealt with in accordance with paragraph 55 (a)(iii) of this Award.
- Training Pilot -** means a pilot other than a Check Pilot who is appointed to perform route endorsing and or training duties.
- Temporary transfer -** means the transfer of a pilot from his home base to another base for the purpose of being temporarily employed at that base for a minimum period of 6 days and a maximum period of 180 days.
- The Federation -** means the Australian Federation of Air Pilots.

Pt A - contd

9 - DUTY AND FLIGHT TIME RECORDS

(a) Each pilot shall be required to keep a progressive record of his duty and flight times, using duty and flight time record forms which shall be provided by his employer in or similar to, the format shown in Appendix II.

(b) The pilot's record shall be signed at the end of each calendar month by the pilot and the employer or his representative and shall be maintained or made available by the employer at the pilot's base for a period of 7 years or the duration of this Award, whichever is the greater period.

10 - EMPLOYMENT PROHIBITIONS

(a) A pilot who has concurrent employment under any award or agreement of the Flight Crew Officers' Industrial Tribunal or whose principal career pursuit is not that of air pilotage shall not be employed as a pilot under this award without written approval of the Federation.

(b) Employment of a pilot who does not hold a current Australian Commercial Pilot's or Senior Commercial Pilot's Licence is prohibited by this Award.

(c) Employment of pilots who are serving members of the Australian Military Forces, Royal Australian Air Force or Royal Australian Navy is prohibited by this Award.

(d) An employer shall be deemed to have committed a new and separate breach of this clause each and every day on which he hires a pilot in contravention of any of its provisions.

11 - ENABLING AUTHORITY

(a) The Australian Federation of Air Pilots and any employer bound by this Award are hereby enabled to enter into a letter of agreement, a letter of understanding or a letter of exemption in respect of any provision in this Award.

(b) An employer seeking discussions pursuant to subclause (a) of this clause shall conduct such discussions either through a registered organization bound to this Award or with the approval of such an organization.

12 - NEW AIRCRAFT AND SPECIAL EQUIPMENT

When new types of aircraft or special equipment are to be introduced into service, conferences may be requested by either a respondent organization or the Federation to enable those parties to consider the need for and establish if necessary, any new or special provisions whatsoever in relation to operation of such aircraft or equipment.

Such requests may be made up to 3 months prior to anticipated commencement of operations and shall be followed within 30 days by joint conferences aimed at formulating the special provisions prior to commencement of operations.

13 - NOTICE-BOARDS AND LOCKERS

(a) The employer shall provide a notice-board of reasonable dimensions in a prominent place at each of his pilot's home bases for dissemination of information to pilots and for use by pilots in relation to Federation matters.

Pt A: 13 - Notice-boards and lockers - contd

(b) A majority of an employer's pilots may request and the employer shall provide lockable facilities at home base for the storage of personal items associated with their employment where it is practicable to do so.

14 - OPERATIONS IN WARLIKE CIRCUMSTANCES

(a) A pilot shall not be required to operate into hostile or warlike areas but an employer may request volunteers for such operations.

(b) Prior to commencement of such operations, the employer shall confer with the Australian Federation of Air Pilots regarding special provisions to cover such a pilot, including additional insurance cover, and agreement on the pilot's position if he is interned or imprisoned.

(c) Specific provisions shall be made before the pilot proceeds on such duty to ensure the Australian or appropriate neutral diplomatic authorities are made fully aware beforehand that the pilot will be operating in a specific area and of the capacity and duration of such duty and specific arrangements shall be made with such authorities to provide immediate assistance to the pilot should this become necessary.

15 - ORDERS TO PILOTS

Orders and instructions to pilots shall normally be given or confirmed in writing. If a pilot so requests, verbal instructions shall be confirmed in writing to the pilot no later than 96 hours after the verbal instructions are given.

When a pilot elects to operate under an ANO dispensation such dispensation shall be confirmed in writing to the pilot.

16 - PAYMENT OF SALARIES

Salaries of pilots on permanent hire may be paid weekly, fortnightly or monthly by cash or cheque or bankdraft or an agreed combination of these and shall be available at a pilot's usual place of duty on the employer's nominated pay date at an established time which shall not be later than the time at which a pilot rostered for duty on that day concludes his tour of duty.

Provided that by reason of practicalities a pilot and the employer may agree on an alternative specific arrangement for payment of salary, provided further however that where payment is made by cheque directly into a pilot's banking account such cheque will be cleared and available at the established time on a nominated pay day.

(b) The employer's salary procedures shall not involve retention of more than two days' salary in hand. Provided that on the first pay-day occurring during his employment a pilot shall receive all salary relating to duties carried out up to and including the previous day or by agreement an advance approximating salary due.

(c) Each pilot shall receive with each pay a written statement detailing his gross salary deductions therefrom and his net salary.

Pt A: 16 - Payment of salaries - contd

(d) All moneys due to a pilot on termination of employment including recreation leave payments as prescribed in subclause 43(h), shall be paid to him on the day of termination or forwarded to him by registered post on the next ordinary business day. Where moneys due are posted to the pilot, interest shall compound on such moneys at the rate of 12% per day for each complete ordinary business day falling between the day of termination and the day of posting.

(e) The salary of a pilot on casual hire shall be paid daily or according to a specific alternative procedure mutually agreed but in no case shall such procedure be less favourable to the pilot than any procedure established for pilots employed on permanent hire by that operator.

(f) Reimbursement of claims, other than those specified in clause 28 of this Award, shall be made within 21 days of lodgement.

17 - PILOT DUTIES

(a) A pilot shall not be required to perform any duties other than:

- (i) Operational duties associated with the preparation for and conduct of a flight, including normal fuelling and handling of passenger baggage and/or cargo subject to clause 27.
- (ii) Completion of statutory and Company documentation associated with a flight.
- (iii) Necessary maintenance of cabin tidiness consistent with passenger comfort.
- (iv) Where a pilot is employed as a flight instructor, all duties associated with the provision of flight instruction to students.

(b) No provision of this Award shall be construed by an employer in such a manner as to force a pilot directly or indirectly to undertake other duties not directly associated with pilotage.

(c) Where a statutory requirement exists for a second pilot, and at any time whilst an aircraft's required auto-pilot is unserviceable, a second pilot who is qualified to fly the type of aircraft in question shall be used on all flights.

(d) In no case shall a person employed as a pilot be required to serve as a cabin attendant.

18 - PILOT INDEMNITY

(a) A pilot shall not be required to pay for damage or loss of aircraft or equipment used in the service nor shall any lien or other claim be made by the employer upon the pilot's estate. Any claim made by any member of the public, passenger or other person upon the pilot's estate as a result of any accident or happening caused by the pilot when duly performing his nominated duty, whether efficiently or, as may be subsequently determined, negligently, shall be accepted as a claim made against the employer. The employer shall be solely responsible for all claims as a result of operations by or travel in their aircraft. The foregoing shall not apply to a pilot who knowingly performs his nominated duty in a manner contrary to law or the employer's policy.

Pt A - contd

19 - QUALIFICATION RENEWAL ON TERMINATION

(a) If, when a pilot on permanent hire is to terminate, any of his qualifications including an instrument rating or other flight rating or endorsement which:

- (i) was pertinent to his initially being employed by his present employer; or
- (ii) whilst not so pertinent, was utilised by the employer within the period of up to two years immediately preceding the pilot's termination date has lapsed through no fault of the pilot or is due for renewal during the period extending up to 1 calendar month beyond his termination date.

Then either the qualification/s shall be renewed or the cost of the renewal/s shall be met by the employer no later than on the pilot's last day of work.

Provided that in a case of summary dismissal or termination without notice where it is not practicable for the cost of renewal to be paid on the pilot's last day of work, such payment shall be made as soon as possible but not later than one week after such last day of work unless the termination is being grieved in which case payment may be deferred pending the outcome of the grievance.

(b) Provided further that the employer's obligation in this clause shall not be construed to extend to renewal of an endorsement on an aircraft type not operated by the operator concerned during the six month period immediately preceding the date of notice of the pilot's termination or which has become obsolete or whose incidence or type of application is such as to indicate that the pilot would not subsequently obtain work flying it.

20 - RESERVED MATTERS

Leave is reserved to the respondent parties to reopen the following specific matters during the currency of this Award.

- * Two crew operations
- * Seniority
- * Redundancy
- * Remote location allowance and annual leave travel therefrom.
- * Endorsements - SAL
- * Endorsements 8000 kg and above aircraft
- * Aero medical
- * Aerial survey
- * Forestry surveillance
- * Study leave (refer 1981 Award)⁽²⁾

21 - RIGHT OF ENTRY

(a) Duly accredited representatives of the Federation shall be entitled to enter an employer's premises at mutually convenient times during normal business hours and shall, without unduly interrupting an employer's operation, be afforded reasonable facilities for so entering to discuss matters of Federation business with pilots and to investigate matters relating to the application of this Award.

(2) print E8848

Pt A: 21 - Right of entry - contd

(b) When, pursuant to subclause (a) of this clause, a Federation representative is investigating a matter relating to the application of this Award he shall be permitted to take notes from or make copies of the employer's relevant records or documents.

(c) It shall be understood that parties shall at all times adopt a reasonable and co-operative attitude in relation to the objectives of this clause and shall have the right to request the assistance of the Tribunal in relation to frustration or abuse of such objectives.

22 - SALARY RECORDS

(a) Each employer shall keep up-to-date records in respect of each pilot in his employ showing the pilot's award classification, gross salary, all allowances, all additions to salary, all deductions and net salary.

(b) The records referred to in subclause (a) of this clause shall be maintained or made available at the pilot's home base and shall be made available for inspection by a duly accredited representative of the Federation. Such records shall be kept for not less than 7 years or for the duration of this Award, whichever is the longer period.

23 - SAVINGS

The provisions or operation of this Award shall in no way reduce any benefits entitlements or customs being enjoyed by any pilot in accordance with his terms of employment prior to the coming into operation of this Award.

24 - TRAINING

(a) The employer shall be responsible for providing facilities to enable pilots employed by him on permanent hire to reach and maintain proficiency in such ground courses and such aeronautical skills as are required by the employer.

(b) (i) Where the employer requires a pilot to obtain any licence, rating, endorsement, initial instrument rating or type endorsement, subject to subclause (c) of this clause, the employer shall pay all costs associated with obtaining such rating or endorsement.

(ii) An employer who elects to arrange or provide training as described in paragraph (i) of this subclause for a pilot in his employ, other than at the request of that pilot and in the absence of an actual operational requirement for such training or on the understanding that it would be beneficial for the pilot's continued employment, shall offer such training in accordance with clause 49, and at no cost to the pilot.

(iii) An operator who arranges or provides for a pilot who is not currently in his employ, training of a type mentioned in paragraph (i) of this subclause on the understanding that such training will qualify the pilot to commence employment with that operator, shall be deemed for all purposes of this Award to be the pilot's employer as from the date of commencement of such training if the training is carried out in an aircraft operated by the deemed employer.

Pt A: 24 - Training (b)(iii) - contd

Provided that where the aircraft used for such training is not one operated by the deemed employer he shall pay the training costs in full and the pilot's employment shall commence subsequent to completion of training.

- (iv) Paragraphs (ii) and (iii) of this subclause shall not be construed to mean that a flying school shall be required to meet the cost of a pilot's training when such training has been provided at the request of the pilot for the purpose of upgrading or gaining a new qualification. This shall be so whether the pilot is at the time, employed by that school or not.
- (v) Where a qualification gained by a pilot employed by a flying school under the provisions of paragraph (iv) hereof is utilised by the employer within 3 months of the pilot gaining such qualification, the cost of the training involved in obtaining the qualification shall be refunded to the pilot by the employer.

(c) No pilot shall be required by his employer to obtain any subsequent aircraft endorsement to his licence or instrument rating in his own time or at his own expense where such endorsement or rating is required of the pilot by the employer.

(d) Any required currency or proficiency training as prescribed in subclause (a) of this clause, shall not normally be conducted at the conclusion of a normal tour of duty.

25 - ACCOMMODATION - ALLOWANCES AND ENTITLEMENTS

- (a) (i) When a pilot in the course of his employment is absent on layover from his base he shall be provided by his employer with such first class accommodation and meals as are provided in the area, provided that the cost of such first class meals shall not normally exceed the allowances prescribed herein.
- (ii) (1) To the extent possible a list of approved places of accommodation and arrangements for meals shall be compiled on the basis of mutual consultation between the employer and his pilots.
- (2) A party proposing a change to the existing accommodation or meal arrangements shall notify the other party of the proposal. If no agreement is reached the party seeking the change may refer the proposal direct to a Grievance Board for determination and in such circumstances the existing arrangements shall continue until the Grievance Board determines the issue.

First class accommodation and meals

- (b) (i) On layover a pilot will be provided with first class accommodation and meals during the periods specified at no cost to the pilot and additionally the layover allowance as per subclause (f) hereof will be paid.

Pt A: 25 - Accommodation - allowances and entitlements (b) - contd

- (ii) The employer may provide first class accommodation only and by mutual agreement with the pilot, pay the specified meal and layover allowances as per subclause (f) hereof.

Other than first class accommodation

(c) On the layover where no first class accommodation is available the employer shall provide the best accommodation available, meals or meal allowances as prescribed in subclause (f) hereof, a layover allowance and a hard-lying allowance of \$38.10 in respect of each layover.

(d) In special circumstances to suit a pilot's convenience, the pilot may be paid, by mutual agreement with the employer, the amount of \$53.60, on any layover in return for which the pilot shall be responsible for securing his own accommodation and meals and the employer shall be deemed to have discharged his obligations under subclauses (b) and (c) herein.

(e) Where a pilot commences a tour of duty from a layover port, which involves duty in excess of 30 minutes in a meal period, defined in subclause (f) hereof he shall be provided with a meal or paid the appropriate meal allowance.

(f) Meal allowances referred to above, where more than 30 minutes fall between:

- 0630 - 0800 hours
- 1200 - 1330 hours
- 1800 - 2000 hours

shall be:

	\$
Breakfast	8.50
Lunch	9.50
Dinner	22.00
Layover allowance	
Australia and dependancies	9.00
Elsewhere	15.50

Camping out

(g) For each night or part thereof when he is required by his employer to camp out in the course of his employment, a pilot shall be paid a camping-out allowance of \$35.00, such allowance to be in lieu of any other allowance prescribed by this Award.

Camping equipment of first class standard as determined by the Australian Standards Association and all messing and other arrangements shall be provided by the employer.

Pt A - contd

26 - TRANSPORTATION ALLOWANCES

Provision of transport

- (a) (i) Where a pilot will be away from home base for more than 48 hours the employer shall, upon request by the pilot, provide suitable transport or the cost thereof between the pilot's home and his base airport irrespective of time of departure or return, provided that where a pilot lives in excess of 50 kilometres from his base airport the employer may elect to pay the pilot the allowance of 34 cents per kilometre prescribed in subclause (b) hereof in lieu of the provision of transport.
- (ii) Where a pilot stays at any designated place away from his home base he shall be provided by the employer with transport, free of cost to the pilot, between the airport and his place of accommodation and return at the required time.

Private vehicle used on employer's business

(b) No pilot shall be required to use his private vehicle on the employer's business unless he so agrees.

Where a pilot agrees to use his private vehicle for his employer's purposes he shall be paid an allowance of 34 cents per kilometre.

Transport allowance

(c) A pilot shall be reimbursed an amount of \$3.00 in respect of return travel between the pilot's home and his home base airport where he signs on for duty or signs off from duty between the hours of 1900 and 0700. Provided that this allowance shall not be paid to a pilot who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in subclause (b) hereof.

27 - ENGINEERING AND OTHER DUTIES ALLOWANCES

(a) In addition to all other entitlements, a pilot with approval to carry out 50-hourly inspections who, in circumstances determined by his employer, is required to act on that approval, shall be paid \$41.00 for each such inspection.

(b) A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer shall be paid \$21.00 for each hour or part thereof whilst so engaged in addition to all other entitlements.

(c) In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight carried during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, shall be paid \$50.00 for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.

Nothing in this clause shall be construed to remove the obligations of a pilot to supervise the loading and/or unloading of his aircraft.

Pt A - 27 - Engineering and other duties allowances - contd

(d) A pilot shall not be required to carry out the duties referred to in subclause (a), (b) or (c) of this clause if appropriate personnel or facilities are available and payment of the related allowances shall not be deemed permissive avoidance of the employer's primary obligation to provide appropriate personnel and facilities.

28 - ENTERTAINMENT AND ASSOCIATED DUTIES EXPENSES

(a) An employer shall fully reimburse a pilot for all out-of-pocket expenses, in accordance with his accounting procedures, necessarily incurred by the pilot as a result of entertainment of or assistance rendered to passengers or clients in the course of his employment. Such reimbursements shall be made within 7 days of a claim being submitted by a pilot or according to an alternative procedure mutually agreed.

(b) A pilot shall not be required to pay for the costs associated with the operation of an aircraft. Notwithstanding this, in the case of expenses being incurred by the pilot in the operation of an aircraft, the employer shall reimburse the pilot such costs within two bank working days of the pilot submitting such a claim or compound interest on such money shall accrue at the rate of five per cent (5%) per day from the due date of repayment.

(c) The intent of subclause (b) is that the pilot shall be reimbursed within 2 bank working days of submitting the claim to a point where the employer would be able to arrange such payment.

29 - LOSS OF LICENCE ALLOWANCE

(a) (i) In addition to all other remuneration prescribed by this Award the employer shall pay to each pilot on permanent hire an annual allowance of up to \$430.00* to assist the pilot to hold adequate insurance against loss of licence.

(ii) Amounts payable in April 1985 and April 1986 will continue to be in accordance with the agreed formula.

* Refer Tribunal Decision of T. No. 8 of 1983.

(b) Payment of the allowance prescribed in subclause (a) of this clause shall be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.

(c) A pilot may request that his employer pay the allowance prescribed in subclause (a) of this clause direct to the Australian Federation of Air Pilots' Mutual Benefit Fund.

(d) Where a pilot employed as a Grade III Instructor has received payment of the amount specified in subclause (a) of this clause and subsequently terminates his employment, the employer may deduct from moneys due to the instructor on termination, such appropriate amount of payment under subclause (a) as would have applied in respect of the wholly unexpired quarters of the premium year.

30 - NIGHT OPERATIONS

Pilots who exceed 8 night operations as defined in any 28 day duty cycle will be reimbursed \$5.95 for each night operation flown as a personal inconvenience allowance.

Pt A - contd

31 - OVERSEAS DUTY

(a) A pilot who between sign on at home base and next sign off at home base operates into an overseas port shall be paid an overseas operation allowance of \$14.30.

(b) The employer shall also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the pilot. These items shall include but not necessarily be limited to the requisite customs and entry documentation, accommodation, adequate currency or credit cards valid in the ports to be visited and letters of introduction or similar documentation to facilitate assistance from Australian diplomatic consular representatives or appropriate neutral representatives.

(c) Passport and vaccination expenses incurred by a pilot to operate overseas shall be reimbursed by the employer.

32 - TELEPHONE ALLOWANCE

(a) Where an employer requires a pilot to have a telephone at his residence the employer shall pay any cost of installation or transfer plus rental and the cost of all business calls provided that this provision shall operate only in respect of one installation per pilot at any one base.

(b) Where the employer does not require a pilot to have a telephone he shall pay the cost of all business calls made on a pilot's personal telephone plus in the case of pilots on permanent hire, other than those engaged as Flight Instructors, fifty per cent of rental costs.

33 - ACCIDENT INSURANCE

(a) An employer shall provide each of his pilots with accident insurance for death benefit of not less than \$60000 over and above any entitlement available under workers' compensation legislation provided that the employer shall only be liable to provide such cover for pilots who have:

- (i) a dependant or dependants whom he has declared to his employer;
- (ii) been proposed and accepted for such insurance by the employer's insurer.

(b) The employer shall make available to each pilot at the commencement of his employment an insurance proposal form and shall notify the pilot in writing when the proposal has been accepted.

(c) The insurance benefit from subclause (a) of this clause shall be paid only to the pilot's nominated dependants or next friend or trustee and a receipt or receipts for the amount insured from such dependant, next friend or trustee shall terminate the employer's obligation under this clause.

- (d) (i) By mutual agreement with his employer a pilot shall be entitled to claim in lieu of cover prescribed in subclause (a) of this clause an amount of up to \$180.00 per year which shall be applied to secure accident insurance or extend an existing life policy. Payment of such amount shall be made within 30 days of the pilot producing to the employer a receipt for expenditure on such insurance and shall be deemed to discharge the employer's obligation in subclause (a) of this clause.

Pt A: 33 - Accident insurance (d) - contd

- (ii) Should an employer's insurer reject a proposal for cover of a pilot under paragraph (a)(i) hereof shall automatically apply should that pilot be able to obtain his own insurance.

(e) A pilot's entitlement under a superannuation scheme provided by his employer, to a death benefit of not less than an amount prescribed in subclause (a) shall satisfy the objective of this clause.

34 - BEREAVEMENT LEAVE

A pilot on permanent hire shall be entitled to up to three days' leave including travelling time without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the pilot's spouse, (including the de facto wife or husband with whom the employee is living), father, mother (including foster/step-parents), sister, brother, child, step-child or parents-in-law.

35 - DUTY TRAVEL

(a) Duty travel means any travel other than as a crew member of an aircraft which a pilot undertakes in the service of the employer and includes dead head travel, travel for the purpose of taking up a new base, either permanent or temporary, and any other travel for any purpose required by the employer.

(b) Where possible a first class pre-booked seat for the pilot will be provided on duty travel. Where duty travel is required after the completion of a tour of duty, due regard shall be given to expediting such travel on the first available aircraft.

(c) Where a pilot's family is travelling at the direction of the employer positive space seats shall be provided for him and each of his dependants under 21 years of age. If a pilot or his dependants are off-loaded overnight the employer shall provide transport to and from the airport and first class accommodation and meals on each such occasion.

(d) Where a pilot in the course of his employment is required by the employer or the Department of Aviation but subject to the employer's prior approval, to undertake any local travel by means of using taxi cabs or public transport, he may elect to pay his fares en route, and in such cases, the employer shall reimburse the pilot for all reasonable expenses incurred by him in such travel.

(e) All travel arrangements, including accommodation, shall be made by the employer prior to the departure of the pilot from his home base and all such arrangements shall be known to the pilot prior to such departure.

36 - EMPLOYMENT CONTRACT

(a) A pilot shall be employed, to perform duties as directed, on a contract for permanent hire, or a contract for casual hire in accordance with subclause (i) of this clause, but on no other basis.

(b) Within seven days of his commencement in employment a pilot shall be provided by his employer with a Letter of Employment in the format shown in Appendix III confirming the pilot's terms of employment.

Pt A: 36 - Employment contract - contd

(c) The employment of a pilot engaged on permanent hire shall, subject to the provisions of subclause (a) of clause 44 - Redundancy procedures, be terminable either:

- (i) by the employer or the pilot giving four weeks' written notice except where the pilot has completed less than twelve months of continuous service in which case two weeks' written notice shall apply; or
- (ii) by payment to the pilot or forfeiture by the pilot from salary due, of an amount equal to four weeks' or two weeks' salary as the case may be in lieu of notice as aforesaid.

Provided that a period of notice may be reduced or waived by mutual agreement in which case salary shall be paid up to and including the last day of work and provided further that nothing in this Award shall derogate from an employer's right at Common Law to terminate a pilot for reasons which are to be stated in writing to the pilot at the time of dismissal, nor derogate from a pilot's right to grieve his dismissal in accordance with the Grievance Procedure.

- (d) (i) If the employment of a pilot is terminated by either the pilot or the employer whilst the pilot is away from home base the pilot together with his spouse and dependent children under 21 years of age and their possessions shall be returned to the home base at the employer's expense and the notice period shall be deemed not to have commenced until the pilot and his dependants are returned to the home base or point of recruitment as may be mutually agreed.

- (ii) Where the pilot is transferred at the direction of the employer to a new home base and is subsequently terminated by the employer within a period of twelve months, the pilot, together with his spouse and dependent children under 21, and their possessions shall be returned to the home base at employer expense.

- (e) (i) Notwithstanding anything herein contained to the contrary, where, pending an investigation into an accident or incident in which a pilot has been involved the employer or the Department of Aviation does not propose to permit the pilot to continue flying, the employer may suspend the pilot on full pay for a period not exceeding 28 days and the pilot shall have recourse to the Grievance Procedure specified in this Award.

- (ii) Should a pilot be placed on suspension for any reason other than that specified in paragraph (i) of this subclause the period of suspension shall not exceed 28 days.

(f) A pilot shall not fly an aircraft other than in the course of his employment unless the employer consents in writing.

(g) A pilot shall carry out duties for his employer outside of Australia in any part of the world where the employer may from time to time be operating and where his contractual obligations require flying to be performed. Special conditions for pilots performing such duties shall be agreed between the employer and the Australian Federation of Air Pilots in writing prior to commencement of such operations.

Pt A: 36 - Employment contract - contd

(h) A pilot who fails a prescribed test of competency in respect of any rating or endorsement as a condition of his employment shall be afforded by the employer adequate facilities as agreed between the employer and the pilot for training and/or retraining to the required standard of competency prior to re-examination by mutually acceptable examining personnel.

Casual hire

- (i) (i) In circumstances in which it can be demonstrated by an employer that employment by him of an additional pilot on a permanent basis cannot be justified, and provided that a pilot possessing equal or higher qualifications and experience who is out of work due to retrenchment by that employer shall be offered such casual employment first, the employer may employ a pilot on a casual basis.
- (ii) Employment of more than one pilot on casual hire at the same time by an employer is prohibited.
- (iii) An employer may utilise pilots engaged on casual hire to fly up to an absolute maximum of 300 flying hours in the aggregate in any period of one year except in ANR 201/203 or SAL operations where an absolute maximum of 100 flying hours in the aggregate in any period of one year shall apply.
- (iv) The limitations prescribed in paragraphs (i), (ii) and (iii) of this subclause may upon application by an employer and agreement with the Australian Federation of Air Pilots be varied by mutual consent.
- (v) A pilot on casual hire shall be paid for each flying hour or part thereof an hourly rate which shall be calculated in accordance with the following formula:

By dividing the third year annual salary in the salary scale appropriate to the work in question as determined by clauses 1, 2 and 3 of Part B of this Award, by the figure of 800 and adding to the resultant amount a loading of 25 per cent to compensate for the casual nature of the engagement. The resultant figure shall be the hourly rate of pay for a pilot on casual hire and shall, subject to paragraph (vi) of this subclause, be paid for each flying hour or part thereof.

Provided that in the case of a pilot employed on casual flight instruction the dividend salary for the purpose of the above formula shall be the salary applicable to the pilot's year of service determined from the date the pilot was first employed by the employer as a Flight Instructor.

- (vi) A pilot who is to be employed on a casual basis shall be paid a minimum of four hours' pay at the rate prescribed in paragraph (v) of this subclause on each occasion that he is so engaged.

Provided that a pilot employed for casual flight instruction shall be engaged for four-hour periods with a maximum of two such four-hour periods in any one period of 24 hours and shall be paid a minimum of two hours' flying pay for each such four-hour period.

Pt A - contd

37 - LEAVE OF ABSENCE

(a) A pilot on permanent hire may, upon written request be granted leave of absence without pay. When such leave is granted, the pilot shall retain his seniority for absence of up to twelve months.

(b) A pilot who engages in other employment whilst on such leave of absence shall lose seniority unless approval in writing to engage in other employment is first obtained from the employer and the Australian Federation of Air Pilots.

38 - LEAVE FOR JURY SERVICE

(a) A pilot who is required to attend for jury service during his normal duty time shall be reimbursed by his employer an amount equal to the difference between the amount paid in respect to his attendance for such jury service and the amount of salary he would have received had he performed his normal duty.

(b) A pilot shall notify his employer as soon as possible of the date upon which he is required to attend for jury service.

(c) A pilot shall furnish proof to his employer of his attendance for jury service, the duration of such attendance and the total remuneration received by him as a result of his attendance.

39 - LONG SERVICE LEAVE

(a) Long service leave shall be granted and taken in accordance with the appropriate State, Territory or Commonwealth Act.

(b) The employer shall make available to each pilot a copy of the procedures and rules governing application for, taking of, and payment for long service leave.

(c) Where a period of long service leave may at any time be granted to a pilot in accordance with subclauses (a) and (b) of this clause the employer may, at the request of the pilot, grant the pilot long service leave on half pay for a period not exceeding twice the first mentioned period.

40 - CHANGE OF PILOT CATEGORY/CLASSIFICATION

Temporary

- (a) (i) Subject to possessing the appropriate statutory and proficiency requirements a pilot may be required by his employer from time to time to carry out flying duty in any of the categories of flying operations prescribed in clause 4 of this Award.

Such requirement may result from a relief assignment at his home base or a temporary transfer base.

- (ii) If during a relief or temporary transfer, a pilot who is engaged in a particular category or classification is required to carry out flying duties in a category or classification attracting a higher level of remuneration, he shall be paid for all such duties at the applicable

Pt A: 40 - Change of pilot category/classification a(ii) - contd

higher rate of remuneration, appropriate to his period of service with the employer, for a minimum of one week and shall at the same time be entitled to any higher employment benefits applicable to that category. He shall, at the termination of the relief of temporary transfer, subject to the minimum payment of one week, and the provisions of the next succeeding subclause, revert to his appropriate salary and employment benefits for his category or classification.

- (iii) Should a period or periods of flying in a category or classification of work attracting a higher level of remuneration exceed 90 days in the aggregate in any twelve month period standing alone, excluding three month periods spent relieving another pilot who is on long service leave, the pilot concerned shall be paid at the higher rate of remuneration and shall be entitled to the higher of the employment benefits as though he had been employed in that higher category for that twelve month period.
- (iv) 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 he shall continue on his existing salary scale.

Permanent

- (b) (i) For the purpose of this clause "permanent" shall mean any period in excess of 180 days.
- (ii) On a change of category or classification of work, years of service with the employer shall determine the incremental level in the new category or classification of work.
- (iii) On promotion to a different category or classification of work, attracting a higher remuneration, the pilot shall maintain his existing salary until proficient in the new category or classification.
- (iv) When there is a reduction of establishment on, or phase out or withdrawal of an aircraft type and the pilot is demoted, in accordance with clause 49, to a category or classification attracting a lower remuneration, he shall be given the following minimum notice of the transfer or paid his existing salary for the period, by which the notice falls below that specified.

(a)	Under 1 year of service	3 weeks
(b)	Over 1 year but up to 3 years	6 weeks
(c)	Over 3 years	8 weeks
- (v) Where the transfer to a category or classification attracting a lower salary results from the attempt and failure to demonstrate proficiency on previous equipment, the pilot shall be paid the lower salary from the date of failure to qualify.

Pt A - contd

41 - MULTIPLE ENDORSEMENTS

(a) An employer shall not require a pilot to maintain currency on more than three aircraft types with gross weights in excess of 3500 kg.

(b) Notwithstanding the above, pilots flying turbine aircraft in excess of 5560 kg shall not be required to maintain currency on more than two turbine aircraft types.

(c) The provisions of (a) and (b) hereof shall not apply to check and/or training captains, nor to pilots employed by aircraft sales and demonstration organizations.

42 - ORDINARY WORKING HOURS AND PERIODS OF DUTY

Ordinary working hours

(a) Notwithstanding the provision of subclause (b) of this clause ordinary working hours shall be as follows:

- (i) From 1 October 1982 hours in excess of 160 in a 28 day cycle shall be paid at an additional rate calculated by dividing salary by 2080 provided that from 1 October 1982 no pilot shall be scheduled to work in excess of 170 hours in a 28 day cycle.
- (ii) For the purpose of the calculation of ordinary working hours under this clause the meal break of 30 minutes, reserve time at home and any period in excess of four hours spent in accommodation satisfying the requirements of subclauses 25 (b) or (c) within a tour of duty shall not be counted.
- (iii) Employers will make every effort to ensure a pilot will be rostered a least one weekend off in each 28 day cycle.

Periods of duty

- (b) (i) Notwithstanding the maximum permissible duty and flight time limitations prescribed by ANO Part 48, the duty and flight times of pilots employed under the provisions of this Award shall be based on the formula of not less than two consecutive days free of all duty in respect to each five days' duty.
- (ii) When a pilot has completed the maximum permissible flying or duty hours prescribed in Air Navigation Orders Part 48 the employer shall not require the pilot to perform any further duties whatsoever for the remainder of the relevant period.
- (iii) A pilot upon the completion of each five days' duty shall receive two consecutive days free from all duty provided that by mutual agreement between the pilot and the employer one day free of duty may be deferred. Where such a day has been so deferred a substitute day shall be granted and taken within 28 days unless further deferred by mutual agreement in writing.

Pt A:42 - Ordinary working hours and periods of duty (b)(iii) - contd

Provided that for the purpose of rotating the roster one two day period may be reduced to single days in each 28 day cycle.

- (iv) Where a pilot is on a temporary assignment away from home base he may elect to defer duty-free days prescribed in paragraph (b)(iii) of this clause and in such an event he shall upon return to home base immediately receive the deferred days off.
- (v) Where, at the point of termination, a pilot has accrued under this clause an entitlement to a day or days off, he shall receive payment in lieu of such day or days at his normal rate of salary.
- (vi) (1) A pilot shall not be rostered for a tour of duty terminating after 2000 hours on the day preceding the rostered day or days free of duty, or shall not be rostered to commence duty prior to 0700 hours on the day following the day or days free of duty.
(2) Where a tour of duty, rostered to terminate before 2000 hours on the day preceding the day or days rostered free of duty, is extended by delays so that it terminates after 2200 hours, the pilot shall be regarded as having worked on a day off, and the provisions of paragraph (b)(iii) of this clause shall apply provided that in any fortnight where a pilot receives six or more calendar days free of duty, the provisions of this paragraph shall not apply.
- (vii) Where a tour of duty is cancelled and the pilot 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.

Provided that if a tour of duty scheduled to commence after 1200 hours is cancelled, and the pilot 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.

- (viii) A pilot shall not be required to work on a rostered duty-free day. Provided that 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 so work:
 - (i) A date within a month of the day to be worked shall be forthwith agreed on as the pilot's substitute duty-free day and;
 - (ii) The pilot shall receive in addition to his normal salary an allowance of \$53.00 for each such day.

Pt A: 42 - Ordinary working hours and period of duty (b) contd

- (ix) A pilot on reserve or stand-by duty shall be contactable within any scheduled reserve duty period and shall report for the appointed duty no later than two hours after being contacted. The employer shall specify reserve duty period commencement and finishing times which shall be as agreed between the employer and the Australian Federation of Air Pilots but the duration of such reserve duty periods shall not exceed eleven hours.
- (x) On any day a rostered tour of duty shall not be immediately preceded by or immediately followed by a period of reserve duty.
- (xi) If a pilot on assignment away from home base is not required for duty on any rostered duty day, such day shall not be deemed to be a day off for the purposes of paragraph (c) of this clause.
- (xii) All applications for concessions or dispensations from ANO 48 provisions shall be first approved by pilots who will be affected before submission to the Department of Aviation.
- (xiii) A pilot engaged in flight instruction shall not be required to exceed six hours of flight instructional flight time in any tour of duty.
- (xiv) Except where an adequate meal (of a standard agreed between an employer and his pilots) is provided in flight, no pilot shall be required to be on duty for a period in excess of five hours without a 30 minute break free of duty for a meal.
- (xv) Subject to any more beneficial entitlements contained in this clause, pilot duty periods shall accord with the flight time limitations prescribed in ANO Part 48 Section 48.1 which provides as follows:

Air Navigation Orders Part 48, Section 48.1

Flight Time Limitations - Pilots

- 1. LIMITATIONS WHERE THE FLIGHT CREW INCLUDES NOT MORE THAN TWO PILOTS FOR OTHER THAN AERIAL AGRICULTURAL OPERATIONS.
 - 1.1 Each pilot of an aeroplane in which the flight crew includes not more than two pilots engaged in other than aerial agricultural operations shall be subject to the limitations specified in these orders.
 - 1.2 A tour of duty or period of reserve time at home shall be preceded by a rest period on the ground of at least:
 - (a) nine consecutive hours embracing the hours between 10 p.m. and 6 a.m. local time; or
 - (b) ten consecutive hours.

Pt A:42 - Ordinary working hours and period of duty - contdAir Navigation Orders Part 48, Section 48.1 - contd

- 1.2(1) Notwithstanding the provisions of paragraph 1.2 of this sub-section, when an aircraft is scheduled to arrive at such a time that the pilots would be free of duty not later than 10 p.m. local time and the aircraft is delayed beyond that time, the nine hour rest period prescribed may be commenced up to 11 p.m. local time, provided the succeeding tour of duty does not exceed six hours.
- 1.3 An operator shall not roster a pilot for a tour of duty in excess of 11 hours.
- 1.4 An operator shall not roster a pilot to fly in excess of eight hours flight time in any one tour of duty.
- 1.5 A tour of duty already commenced in accordance with paragraph 1.3 of this sub-section may be extended to 12 hours.
- 1.6 The flight time in a tour of duty already commenced in accordance with paragraph 1.4 of this sub-section may be extended to nine hours.
- 1.7 Where extensions have been made in accordance with paragraph 1.5 of this sub-section a pilot shall receive a rest period on the ground of not less than:
- (a) nine consecutive hours which shall include the hours between 10 p.m. and 6 a.m. local time, plus one additional hour for each fifteen minutes or part thereof by which his tour of duty time exceeds eleven hours; or
 - (b) ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which his tour of duty time exceeded eleven hours.
- 1.8 Where extensions have been made in accordance with paragraph 1.6 of this sub-section a pilot shall receive a rest period on the ground of not less than:
- (a) nine consecutive hours which shall include the hours between 10 p.m. and 6 a.m. local time, plus one additional hour for each fifteen minutes or part thereof by which his flight time exceeded eight hours; or
 - (b) ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which his flight time exceeded eight hours.
- 1.9 Where a tour of duty already commenced in accordance with paragraphs 1.3 and 1.4 of this sub-section exceeds twelve hours or the flight time exceeds nine hours the pilot shall have, at the completion of the tour of duty, a rest period of at least 24 consecutive hours.

Pt A: 42 - Ordinary working hours and period of duty - contdAir Navigation Orders Part 48, Section 48.1 - contd

- 1.10 Where a pilot has completed two consecutive tours of duty, the aggregate of which exceeds eight hours flight time or eleven hours duty time, and the intervening rest period is less than:
- (a) twelve consecutive hours embracing the hours between 10 p.m. and 6 a.m. local time; or
 - (b) 24 consecutive hours, if not embracing the hours between 10 p.m. and 6 a.m. local time;
- he shall have a rest period on the ground of at least twelve consecutive hours embracing the hours between 10 p.m. and 6 p.m. local time or 24 consecutive hours, prior to commencing a further tour of duty.
- 1.11 Notwithstanding the provisions of paragraph 1.10 of this sub-section, when an aircraft is scheduled to arrive at such a time that the pilot would be free of duty not later than 10 p.m. local time and the aircraft is delayed beyond that time, the twelve hour rest period prescribed in paragraph 1.10 may be commenced up to 11 p.m. provided that the succeeding tour of duty does not exceed six hours.
- 1.12 A pilot shall not commence a flight and an operator shall not roster him for a flight unless during the seven days' period terminating coincident with the termination of the flight he has been relieved from all duty associated with his employment for at least one continuous period embracing the hours between 10 p.m. and 6 a.m. on two consecutive nights.
- 1.13 An operator shall not roster a pilot to fly when completion of the flight will result in the pilot exceeding 90 hours of duty of any nature associated with his employment in each fortnight standing alone. For the purpose of this paragraph, duties associated with a pilot's employment include reserve time at the airport, tour of duty, dead head transportation, administrative duties and all forms of ground training. The operator shall designate the day on which the first of the fortnightly periods shall start.
- 1.14 A pilot shall not fly and an operator shall not roster him to fly as a flight crew member in excess of 900 hours in 365 consecutive days.
- 1.15 A pilot shall not fly and an operator shall not roster him to fly in excess of 100 hours in 30 consecutive days.
- 1.16 A pilot shall not fly and an operator shall not roster him to fly in excess of 30 hours in 7 consecutive days.
- 1.17 Notwithstanding the provisions of paragraphs 1.3, 1.4 and 1.10 of this sub-section a charter or aerial work operator may roster a pilot to fly an aircraft of less than 5700 kg maximum take-off weight, and a pilot may fly such an aircraft, in operations other than IFR operations during a tour of duty in excess of eleven hours but not exceeding fifteen hours, subject to the following provisions:

Pt A: 42 - Ordinary working hours and period of duty - contdAir Navigation Orders Part 48, Section 48.1.17 - contd

- (a) The operator shall ensure that a period of not less than four consecutive hours, during which the pilot shall be free of all duties associated with his employment is available to the pilot within the tour of duty.
- (b) The operator shall not roster a pilot to fly, and a pilot shall not fly, two consecutive tours of duty each of which is in excess of eleven hours unless a rest period of at least 24 hours is provided at the conclusion of the first tour of duty.
- (c) The operator shall not roster a pilot and a pilot shall not fly for more than two tours of duty each in excess of eleven hours within six consecutive days.
- (d) The operator shall not roster a pilot and a pilot shall not fly for more than six hours of flight instruction on any tour of duty which is in excess of eleven hours.

43 - RECREATION LEAVE

- (a) A pilot on permanent hire shall be entitled to 42 consecutive days' recreation leave inclusive of Saturdays, Sundays and public holidays on full salary for each completed year of service, with a right to take two rostered days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.
- (b) A period of leave shall commence on a Monday unless otherwise mutually agreed.
- (c) Normally leave shall be granted and shall be taken when it falls due every twelve months from the date on which it falls due or alternatively fifteen months from the date of commencement of the preceding period of leave unless mutually agreed to defer.
- (d) Annual recreation leave shall be taken in no more than two periods unless otherwise mutually agreed between the pilot and the employer.
- (e) On 1 March or a mutually agreed alternative date each year the employer shall give written notice to all pilots of his intention to compile on an agreed basis a leave roster to commence on the first day of July or a mutually agreed alternative date and advise all pilots to make leave applications in writing before 30 April to compile such roster.
- (f) The employer shall consider leave applications and shall promulgate by 1 June a leave roster (a copy of which will be placed on the notice-board). Pilots shall be allowed the following 30 days to apply for variation of their designated leave periods, otherwise the leave roster once promulgated shall not be altered except by mutual agreement.
- (g) In addition to his entitlement to payment under subclause (a) of this clause a pilot when proceeding on recreation leave shall be paid in respect of the first four of his six weeks' recreation leave falling due each year a recreation leave loading equivalent to 17.5% of his applicable salary inclusive of allowances and additions to salary.

Pt A: 43 - Recreation leave - contd

(h) On termination of employment a pilot shall be paid fully in lieu of recreation leave:

- (i) For all untaken recreation leave entitlements that have fallen due in relation to any completed years of service, in accordance with subclause (a) of this clause, and the loading specified in subclause (g) hereof for each completed year of service; and
- (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 1/365 of the entitlement in subclause (a) for each completed day of employment in respect of which recreation leave has not been granted. This entitlement shall not be offset against any moneys which may be owing by the pilot to the employer, except in relation to a failure to fulfil an obligation under subclause 36(c).
- (iii) The recreation leave loading, as specified in subclause (g) of this clause, shall be paid in the case of redundancy.

(i) A pilot shall be paid in full for the period of leave to be taken prior to commencing such leave.

(j) An employer shall not be entitled to recall a pilot from recreation leave except by mutual agreement between the employer and the pilot. Where a pilot is so recalled he shall be granted two days' recreation leave in place of each such day and he may elect to add such additional entitlements to the balance of this interrupted recreation leave period.

(k) Where a pilot becomes seriously ill during recreation leave, for a period of not less than seven consecutive days the duration of such illness shall be counted as sick leave to the extent that the pilot has credited sick leave. Providing that firstly he shall advise the employer as soon as practicable after the commencement of the illness and secondly produces proof of illness to the employer within seven days of return to duty.

Every consideration shall be given to granting the equivalent substitute recreation leave in the manner requested by the pilot.

44 - REDUNDANCY PROCEDURES

(a) The following procedures shall apply in relation to any pilots on permanent hire who are to be given notice of termination on the grounds of redundancy:

- (i) Where such pilots have less than one year's service they shall be given a minimum of seven working days' notice in addition to the normal period of notice on termination, or payment of salary in lieu of such additional notice.
- (ii) Where such pilots have in excess of one year's service but less than three years' service they shall be given a minimum of fourteen working days notice in addition to the normal period of notice on termination or payment of salary in lieu of such additional notice.

Pt A:44 - Redundancy procedures (a) - contd

(iii) Where such pilots have three years' service or more they shall be given a minimum of 28 working days' notice in addition to the normal period of notice on termination, or payment of salary in lieu of such additional notice.

(b) A pilot whose service is terminated for reasons of redundancy, and who was not recruited locally, shall be entitled to air travel for himself and his dependants to the place of original recruitment. A cash payment equivalent to the cost of air travel shall be made if the pilot so requests.

(c) When pilots are to be terminated for reasons of redundancy, the Federation shall be advised as soon as possible in advance either by the operator or his representative organization.

(d) The annual leave loading prescribed in subclause 43(g) of this Award shall be paid on redundancy.

(e) A pilot whose service is terminated due to redundancy or who terminates his service whilst under notice of termination due to redundancy in order to take up alternative duties as a pilot shall maintain his relative seniority position and priority for re-employment with the former employer for a period of three years or until offered re-employment whichever shall occur first.

45 - REST FACILITIES

(a) Where in any tour of duty there is a break of four hours or more between successive flights, adequate pilot rest facilities which allow horizontal rest shall be provided.

(b) These facilities shall preferably be in close proximity to the airfield at which the break occurs.

(c) In locations where conventional rest facilities are not available the provision of transportable rest facilities will satisfy the requirements of this clause.

46 - RETENTION OF SENIORITY RIGHTS
LICENCE CANCELLATION ON MEDICAL GROUNDS

(a) A pilot on permanent hire whose licence has been cancelled or suspended on medical grounds shall retain a right to re-employment for a period of three years from the date of such cancellation or suspension provided his commercial or higher licence is reissued by the Department of Aviation within that period.

(b) Subclause (a) shall apply only when a vacancy exists at the time of the licence being regained or when one arises within twelve months of that time.

(c) A pilot re-employed under this clause shall retain his relative position on the seniority list.

(d) Disputes or questions arising in relation to this clause may be grieved under clause 55.

Pt A - contd

47 - ROSTERING

It is the intent of this clause that rosters are established to provide stability to pilots in their working environment.

(a) Rosters of pilot duty shall be compiled to cover fourteen day periods and shall be promulgated in writing not less than seven days prior to the commencement of the roster period.

(b) Each roster shall specify in detail each pilot's duty days and duty periods, reserve duty days and periods free of duty and leave periods.

(c) A pilot's rostered duty-free days may only be altered with the consent of both parties.

(d) The employer shall provide for pilot participation in rostering matters to ensure the most mutually favourable rostering and working conditions.

(e) The base rostering representative shall meet each month or as agreed with a nominated representative of management to deal with matters and endeavour to resolve any problems relating to the rostering of pilots.

(f) A copy of the complete roster shall be promulgated on the pilots' notice-board prior to the commencement of the roster period.

(g) All alterations to rostered duty shall be advised in writing to the pilot or pilots concerned as soon as practicable.

48 - SECTOR LIMITATIONS

A pilot employed on ANR 201/203 and Supplemental Airline Licence Operations shall not be required to operate more than 8 sectors in any tour of duty.

49 - SENIORITY

(a) The employer shall publish no later than fourteen days after the commencement of this Award a seniority list of all pilots in its permanent employment. A number indicating relative length of service with the employer shall identify the seniority of each pilot on the list, the longest serving pilot having the number "one".

(b) A pilot's seniority shall be advised to him in writing on the day he commences employment as a pilot.

(c) Pilots employed on the same date shall have their relative seniority positions decided by the employer in accordance with qualifications and experience.

(d) A pilot whose service is terminated due to redundancy, or who terminates his service whilst under a period of notice of termination due to redundancy, in order to take up alternative piloting duties, shall maintain priority for re-employment with the former employer for a period of three years or until offered re-employment which is subsequently rejected by the pilot, whichever shall occur first.

Pt A: 49 - Seniority (d) - contd

Provided that at the time of re-employment such a pilot must meet the command criteria for the job as set by the Company, but shall not be required to hold a particular type endorsement.

- (e) (i) Relative seniority of his permanent pilots as indicated on the seniority list shall be the primary consideration of an operator in all matters concerning employment opportunities with him, including:

* Promotions

* Retention or demotion in case of reduction of establishment

* Posting and permanent transfer

* Choice of equipment

Primary consideration shall mean that unless a pilot with higher seniority is demonstrably less suitable than the more junior pilot, the senior pilot shall have the right to exercise his entitlements as per this clause.

- (ii) Should a situation arise in which observance of this subclause would not be expected to meet the needs of the operator and a solution cannot be agreed between the operator and his pilots, a conference shall be convened between the Federation and the operator or his representative to achieve a solution.

(f) A pilot shall be permitted a period of fourteen days after any publication of the seniority list in which to protest to the employer on any omission or incorrect listing affecting his seniority, except that a pilot on leave or duty away from home base at the time of publication of such list shall have a period of fourteen days from date of his return to duty at his home base during which to file such protest. If dissatisfied with the employer's decision the pilot may have recourse to the Grievance Procedures in this Award.

(g) All vacancies and permanent transfers shall be advertised prominently on the notice-board at each pilot base. All pilots shall be entitled to apply in writing for such positions and the employer shall fill such vacancies and allocate such transfers in accordance with subclause (e) of this clause, excepting that the employer may be entitled to appoint pilots to the positions of Chief Pilot or an assistant thereto and Check and Training and Senior Pilot.

(h) Notwithstanding subclause (i) of this clause, if a pilot is to be promoted in grade or status over a more senior pilot, the more senior pilot shall retain his position on the seniority list and shall be advised forthwith in writing by the employer of the reasons for his by-pass. Should the more senior pilot dispute the Company's assessment of him and should he prima facie meet the criteria for appointment to the position concerned, he may elect to grieve the matter and the employer may be required to demonstrate why the pilot should not be paid the salary applicable to the position concerned.

Pt A: 49 - Seniority - contd

(i) To the extent that it is necessary to overcome immediate problems of crew shortages arising when additional equipment is introduced, an employer may temporarily utilise pilots out of order of seniority. Such utilisation may continue until sufficient pilots have been trained in order of seniority to fill all positions on the additional equipment and training of such pilots shall commence within four months of introduction of the additional equipment, or as soon as necessary training courses are available.

50 - SICK LEAVE

- (a) (i) A pilot on permanent hire who is suffering from a personal illness or injury shall at any time be entitled, without deduction of salary, to be absent from work on sick leave to the extent of his sick leave credits which shall accumulate as follows:

On date of appointment	5 working days
On completion of 6 months service	5 working days
On completion of 12 months service	10 working days
On completion of each additional 12 months service	15 working days

Provided that there shall be a maximum accumulation of 260 working days, as provided above, for each pilot.

- (ii) In addition to his entitlements under paragraph (i) of this subclause a pilot shall be granted up to six days' leave of absence without deduction of salary each year for sickness associated with U.R.T.I. Such leave entitlements shall be non-cumulative and notifications of such absences may be required to be supported by the production of specific medical certificates.

(b) A pilot who has exhausted his accumulated sick leave credits as prescribed in paragraph (a)(i) of this clause but who would otherwise qualify for further paid sick leave may be granted additional leave on half pay for not more than 90 working days in any year of service.

(c) Subject to the provisions of paragraph (a)(i) and subclause (d) hereof an application for paid sick leave shall be supported by a certificate from a duly qualified medical practitioner.

(d) An employer shall grant paid sick leave to a pilot on the ground of illness without production of a medical certificate to the extent of four days in the aggregate in any year of service.

(e) A pilot who has been granted paid sick leave for an illness or injury in respect of which he has consulted a medical practitioner shall remain on such leave subject to his entitlements from time to time, until such time as he is deemed to be medically fit in accordance with the relevant Air Navigation Orders to resume flying.

Pt A - contd

51 - TRANSFERS - PERMANENT

(a) A permanent transfer shall mean the transfer of a pilot from home base to a new home base and where the period of the transfer is expressed prior to the transfer to be in excess of 180 calendar days or does in fact subsequently exceed 180 days.

(b) A pilot who is permanently transferred by his employer shall be entitled to receive payment from the employer for all reasonable expenses incurred by him for the consequential removal of himself, his wife and dependent children under 21 years of age, and their furniture, possessions and personal effects as approved by the employer prior to the transfer.

(c) A base shall be regarded as a home base for the purpose of this clause if the pilot is transferred there for a period which is either expressed at the time to exceed 180 days or does in fact do so. Subject to clause 49 of this Award, a transfer to a base other than a home base expressed to be less than 180 days shall become a transfer to another base if the pilot is notified in an approved manner during the course of that period that the transfer shall extend for a period beyond such 180 days, in which event reimbursement under temporary transfer conditions shall cease and the provisions herein shall become applicable.

(d) When special circumstances arise, pilots may be allowed additional expenses subject to the approval of the employer.

(e) A pilot transferred to a new home base shall be entitled to first class accommodation provided by the employer until he has obtained suitable permanent accommodation and the provision of such accommodation shall be limited to a period of up to two weeks.

(f) A pilot shall be given no less than 56 days' written notice by his employer of an intended permanent transfer, provided that within this period the pilot shall be given at least 28 days' written notice of the actual date of transfer.

Provided that should the pilot and the employer mutually agree in a specific case that a shorter period of time represents adequate notice, such mutual agreement shall satisfy the requirements of this provision.

(g) Where a pilot is permanently transferred he shall be granted upon arrival at his new base such period of time as he requires up to a maximum of five days free of all duty to attend to personal matters arising from his being so transferred.

Provided that duty-free days prescribed in clause 42 of this Award shall not be used to meet the requirements of this subclause.

52 - TRANSFERS - TEMPORARY

(a) A transfer shall be regarded as a temporary transfer as defined.

(b) The maximum number of days spent on temporary transfer in any twelve calendar months shall not exceed 180 days.

Pt A: 52 - Transfers - temporary - contd

(c) A pilot who is to be sent on a temporary transfer shall be notified as soon as possible in advance, but unless he consents to less notice, this shall in no case be later than 48 hours prior to his scheduled departure from his home base to commence such transfer.

Provided that a pilot whose child is due to be born shall wherever possible, not be required by his employer to operate away from his home base during the two-week period immediately preceding the anticipated confinement of his wife and during the two-week period immediately following the birth of the child.

(d) On completion of a temporary transfer assignment a pilot shall be granted one day free of all duty for each week or part thereof in respect of his period of transfer at his home base.

(e) (i) Until such time as agreed alternative accommodation becomes available the provisions of clause 25 shall apply to a pilot on temporary transfer. Such agreed alternative accommodation shall be provided at the employer's cost.

(ii) Where the temporary transfer is to be for a period in excess of 28 days the employer shall provide travel for the pilot's spouse and each of his dependent children as defined to join the pilot when the agreed alternative accommodation is occupied by the pilot. Excepting that where agreed alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days the spouse and each of the pilot's dependent children shall be entitled to travel and accommodation at the employer's cost.

(f) In the case of a temporary transfer a pilot shall be reimbursed any actual reasonable personal expense to which he shall be put as a result of such transfer away from his home base.

(g) If a pilot on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either his expense arrangements or the terms of his transfer, he shall be allowed additional expenses subject to the approval of the employer, and either he or the employer may raise for attention any inadequacy of terms of the transfer.

53 - UNIFORMS

(a) Where an employer requires that a uniform be worn by the pilot, he shall provide the pilot with the necessary uniform for both summer and winter use and shall from time to time replace the same as may be necessary as a result of fair wear and tear on duty. A pilot shall wear the uniform at all times whilst on duty and shall keep the same in good order and condition, and shall at his own cost replace the same if such replacement shall become necessary otherwise than as a result of fair wear and tear whilst on or travelling to or from duty.

Pt A: 53 - Uniforms - contd

(b) The employer shall confer with representatives of his pilots on any suggested changes to uniforms and necessary changes shall be made by mutual agreement. Pilot uniforms shall not be manufactured from high-fire-risk material and shall be subject to specifications set out in a letter of understanding or agreement as provided for in clause 11.

(c) Should an alternate uniform be deemed necessary due to permanent or temporary transfer or posting, the employer shall provide the additional uniform in accordance with the provisions of subclause (a) of this clause.

(d) Where the employer does not provide a uniform, a pilot shall be paid an allowance of \$2.90 per week, towards the cost of excessive wear and tear to his own clothing.

54 - WORKERS' COMPENSATION MAKE-UP PAY

(a) In addition to any statutory entitlements to workers' compensation under the Victorian Statute a pilot shall be paid make-up pay.

(b) Make-up pay shall:

(i) Be an amount of money equal to the difference between the pilot's workers' compensation entitlements and the amount of salary plus allowances that he would have received had he been at work for the period concerned. Provided that it shall not apply during the first five or aggregate of five working days of incapacity resulting from an injury nor shall it apply during any period of paid leave.

(ii) Be payable for a maximum period or aggregate of periods in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.

(iii) Be paid through normal pay roll procedures or according to alternative arrangements mutually agreed between the pilot and the employer.

(c) If, for the purposes of paragraph (b) (i) above, no specific earnings figure is otherwise ascertainable, the figure used shall be the average of earnings over the previous three months or such lesser period of time during which the pilot has been employed.

(d) Nothing in this clause shall affect the right of an employer to terminate a pilot's employment in accordance with clause 36 of this Award. Provided that no pilot shall be terminated as a result of his having received make-up pay or as a means of avoiding make-up pay obligations.

(e) In the event that a pilot receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the employer to pay make-up pay shall cease from the date of such redemption.

(f) Where the pilot recovers damages from the employer or from a third party in respect of a compensable injury independently of statutory entitlements, he shall be liable to repay to his employer the amount of make-up pay which he has received in respect of the said injury and shall have no further make-up pay entitlements in respect of the injury.

Pt A: 54 - Workers' compensation make-up pay - contd

(g) Periods of absence on workers' compensation exceeding three months will not count as service for calculation of recreation leave.

(h) This clause shall apply in respect of compensable injuries suffered on or after 11 May 1984.

55 - GRIEVANCE PROCEDURE

(a) The following procedure shall govern the settlement of disputes, claims or grievances arising out of the employment of a pilot under this Award.

This procedure shall be open to a pilot or an employer:

- (i) Upon a matter arising the pilot shall raise that with the employer or his nominated representative and the employer shall fully investigate the matter and shall reply to the pilot within 48 hours.
- (ii) In the event of the pilot not being satisfied with the employer's decision the pilot shall raise the matter with his branch or sub-branch of the Australian Federation of Air Pilots who may raise the matter with the employer further.
- (iii) If the matter remains unresolved the parties shall convene a conference between the Federation and the employer organization who shall attempt to resolve the dispute.
- (iv) A matter which is not resolved in conference will be referred to the Tribunal which shall deal with the matter as a Grievance Board or nominate some other party to constitute itself as such a Board. The Board shall proceed in such manner, hear such parties and sit in such locations as it considers necessary to achieve resolution of the matter and the parties to this Award shall accept such resolution as binding.

(b) The parties shall at all times confer in good faith and without undue delay and in matters involving the termination of a pilot the steps under this grievance procedure shall be completed prior to the expiration of notice given under this Award.

(c) While the above procedure is being followed work shall continue normally in accordance with this Award.

(d) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

(e) In the event of a party failing to observe these procedures, the other party may take such steps as are open to it to resolve the matter or proceed to the next step or steps under this procedure.

PART B - SALARIES

1 - BASE SALARIES - PILOTS IN COMMAND

Aircraft classification

(a) Pilots engaged in all operations covered by this Award, other than flight instruction shall be paid the annual salaries, from the first pay period, commencing on or after 6 April 1984 as follows:

<u>Single engine</u>	<u>UTBNI 1360 kg</u> \$ per annum	<u>1360 kg and above</u> \$ per annum
1st year of service	15090	16255
2nd year of service	15529	16693
3rd year of service	15968	17132
4th year of service	16408	17572
5th year of service	16844	18011

<u>Multi engine</u>	<u>UTBNI 3360 kg</u> \$ per annum	<u>3360 kg UTBNI</u> <u>5660 kg</u> \$ per annum
1st year of service	19205	20234
2nd year of service	19727	20756
3rd year of service	20250	21279
4th year of service	20772	21801
5th year of service	21295	22324
6th year of service	21817	22847
7th year of service	22342	23368
8th year of service	22863	23891

	<u>5660 kg UTBNI</u> <u>8500 kg</u> \$ per annum	<u>8500 kg UTBNI</u> <u>12000 kg</u> \$ per annum
1st year of service	21948	24007
2nd year of service	22472	24529
3rd year of service	22994	25052
4th year of service	23515	25574
5th year of service	24038	26098
6th year of service	24560	26618
7th year of service	25085	27142
8th year of service	25608	27665

	<u>12000 kg UTBNI</u> <u>15500 kg</u> \$ per annum	<u>15500 kg UTBNI</u> <u>19000 kg</u> \$ per annum
1st year of service	26750	30179
2nd year of service	27272	30700
3rd year of service	27795	31223
4th year of service	28317	31744
5th year of service	28840	32268
6th year of service	29363	32790
7th year of service	29883	33312
8th year of service	30409	33835

PT B: 1 - Base salaries - pilots in command - contd

The salary of a pilot employed as a First Officer/Second Pilot shall be 65% of the applicable base salary for pilots in command determined by the First Officer's/Second Pilot's length of service with the employer.

Additions to salary base

(b) In addition to salary base the following salary components shall be paid as applicable:

- (i) A pilot flying piston engine aircraft engaged on ANR 201/203 or SAL operations shall be paid an additional allowance of \$687 p.a.
- (ii) A pilot required to hold and exercise the privileges of a Senior Commercial Pilot's Licence by his Company or the DOA (or who operates under an exemption from holding that licence) - \$2264 p.a.
- (iii) A pilot flying a turbo-prop aircraft - \$2988 p.a.
- (iv) A pilot flying a turbo-jet aircraft - \$4799 p.a.

(c) Pilots who are required to carry out flying using an instrument rating shall be paid an additional allowance as follows:

Instrument Flying Rating (1st Class) or Class 1	\$2743 p.a.
Instrument Flying Rating (2nd Class) or Class 2	\$1783 p.a.
Instrument Flying Rating (3rd Class) or Class 3	\$1372 p.a.
Instrument Flying Rating (4th class) or Class 4	\$ 686 p.a.

(d) A Charter Pilot who is employed under the provisions of this Award and who may be required by his Employer from time to time to carry out ab initio flight instruction shall be paid the appropriate salary as specified in clause 40 of this Award.

First Officer/Second Pilot

(e) A First Officer/Second Pilot shall be paid the relevant instrument rating under subclause (c) above where applicable and in addition 65% of the amounts specified in paragraph (b) (i), (iii) or (iv).

Casual hire

(f) Pilots engaged on casual hire shall be paid in accordance with paragraphs 36(i)(v) and (vi).

Where an instrument rating is required by pilots engaged on casual hire the provisions of paragraph 36(i)(v) shall apply in the calculation of the appropriate rating.

2 - SALARIES - FLIGHT INSTRUCTION

(a) On appointment a Flight Instructor shall be paid on the following basis from the first pay period commencing on or after 6 April 1984.

- (i) Single engine - Gr. III Single Engine charter
- Gr. II Single Engine charter + \$1509 p.a.
- Gr. I Single Engine charter + \$3018 p.a.

Pt B:2 - Salaries - flight instruction - contd

- (ii) Multi engine - Gr. III Multi Engine charter
- Gr. II Multi Engine charter + \$1509 p.a.
- Gr. I Multi Engine charter + \$3018 p.a.

Provided that notwithstanding ANO 40.1.7, sub-section 4.2, an instructor who has not achieved his 50 hours flight time instruction in navigational sequences but who has logged 300 hours in toto shall be paid as a Grade II Flight Instructor.

The above additional rates for Grade II and I are calculated by applying 10% and 20% respectively to the 0 - 1360 kg single engine category rate for the first year of service.

(b) Flight Instructors shall be paid annual increments identical to those prescribed in (a) hereof on the following basis:

- Grade III covering two years of service with the same employer.
- Grade II covering five years of service with the same employer.
- Grade I covering eight years of service with the same employer.

Provided that Grade I Instructors engaged on single engine aircraft shall be paid annual increments of \$438 for the 6th, 7th and 8th year of service with the employer.

(c) A pilot who is required to carry out flight instruction using the privileges of an instrument rating shall be paid the appropriate additional allowance as follows:

<u>Instrument flying rating</u>	<u>per annum</u>
	\$
1st Class or Class 1	2743
2nd Class or Class 2	1783
3rd Class or Class 3	1372
4th Class or Class 4	686

(d) An Instructor not being C.F.I. who is designated by his employer as a Senior Instructor shall be paid an additional amount at the rate of 5% in addition to the salary determined under subclauses (a), (b) and (c) above.

(e) An Instructor not being C.F.I. who is approved by the Department of Aviation to conduct flight tests for the issue of Department of Aviation licences or ratings on a licence and is required to carry out this function by his employer shall be paid an additional amount at the rate of 5% of salary per annum applicable to his years of service.

(f) An instructor not being C.F.I. who carries out combined functions listed in paragraphs (d) and (e) shall be paid an additional amount at the rate of 7% per annum applicable to his years of service.

(g) 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 he shall be paid for all such duties the applicable higher rate of remuneration for a minimum period of seven days and shall at the same time be entitled to any higher employment benefits applicable to that category.

Pt B:2 - Salaries - flight instruction - contd

(h) A C.F.I. shall be paid the highest of the following payments applicable to the rating of his school:

	%
Private rating school	6
Commercial rating school	8
Instrument rating school	10
Instructor rating school	15

in addition to the salary determined under subclauses (a), (b) and (c) above. The above amounts relate to pilot, supervisory and A.N.O. specified duties. These rates are viewed as being the minimum payable and offer the opportunity for negotiation between the C.F.I. and the employer for further remuneration for other managerial functions.

3 - SALARIES - GENERAL PROVISIONS

The following additions to salary, as specified in subclauses 1(a), (b) and (c) of Part B, shall apply to all pilots, other than those engaged as Flight Instructors.

Where the pilot designated is responsible for:

	10 pilots or less %	11 pilots or more %
(i) A Training Pilot	5	6
(ii) A pilot who is designated as Senior Pilot shall be paid	5	6
(iii) A Check Pilot	7	8
(iv) A Check and Training Pilot	8	10
(v) A pilot who is designated as Chief Pilot shall be paid	8	10
(vi) A pilot who is a Check and Training Pilot and is designated Chief Pilot shall be paid	10	12
(vii) A pilot who is a Check and Training Pilot and is designated a Senior Pilot shall be paid	10	11

SCHEDULE A

SCHEDULE OF RESPONDENTS

Organizations

General Aviation Association (Australia)
Metal Trades Industry Association of Australia

Employers

ACT

Brockway Holdings Pty Ltd (trading as Fairburn Aviation Services)
Canberra Aero Club
Canberra Gliding Club Inc.
Dennis, T.G. (trading as Airport Flying School)
Lloydair Pty Ltd
Vee H. Aviation Pty Ltd

New South Wales

Abalat Pty Ltd
Adams C.W. and S.H. (trading as Col Adams Aerial Services)
Aerial Displays Pty Ltd
Aeropelican Air Services Pty Ltd
Agricultural Zinc Co. Pty Ltd
Agro Air Pty Ltd
Airlink Pty Ltd
Airspeed Services Pty Ltd
Albury Aircraft Sales and Imports Pty Ltd
Alford, K.P. (trading as Albatross Air)
Alpha Air (Sydney) Pty Ltd
Aquatic Airways Pty Ltd (trading as Aquatic Air)
Arnjul Pty Ltd (trading as Capital Jet)
Ashendon, L.A. (trading as IML Aerial Advertising)
Australian Aerial Photographics Pty Ltd
Australian Broadcasting Commission
Australian Jet Charter Pty Ltd
Australasian Conference Assoc. Ltd
Auto Brake Pty Ltd
Aviation Centre Pty Ltd
Aviation Developments Pty Ltd (trading as Avdev Airlines of Australia)
Aviation Industries Pty Ltd (trading as Aerial Agriculture)
Axe Pty Ltd (trading as Aircair Aviation)
Balzer, R. (trading as Arrow Air Service)
Barry Muir Waters (trading as Lismore Flight Centre)
Barmount Holding Pty Ltd (trading as Rural Air)
Beaconvale Service Stations Pty Ltd (trading as Rex Flight Centre)
Blayney Air Farmers Pty Ltd
Booth, C.P. and P.L. (trading as Wollongong Flight Training Centre)
Bourke Flying Club
Brewsett Pty Ltd (trading as Bourke Aerial Spraying)
Brunton, M.D. and V.B. (trading as Orana Aviation)
Burke F.W. and P.M. (trading as Agricultural Aviation)
Camden Aero Club
Camden Aviation Pty Ltd
Campbell, G.W.
Campbell, K.M. and L.A. (trading as Argyll Aviation)

Sched A - New South Wales - contd

Central Coast Soaring Club Ltd
 Central Western Air Spray (Forbes) Pty Ltd
 Chieftain Aviation Pty Ltd
 Cleary Bros Pty Ltd (trading as C.B. Air)
 Coffs Harbour and District Aero Club Ltd
 Commercial Aviation Pty Ltd
 Concordia Gliding Club
 Coombs, R.J.
 Corporate Air Services Pty Ltd
 Corowa Gliding Club
 Cosier, R.W. (trading as Wellington Aviation)
 Coventry, P.P. and B.I. (trading as Monaero Charters)
 Crone, Donald and Assoc. Pty Ltd (trading as Coral Ayer Executive Flight Services Sydney)
 Crop Equities Pty Ltd (trading as Cropair)
 CSR Ltd
 Cullen, L.M. (trading as Penrith Air Charter)
 Deen and Schafer, M.N. and P.J. (trading as Grafton Air Charter)
 Demarco, E. (trading as Sapphire Aviation)
 Department of Main Roads
 Desailly, F.C.
 Donair Pty Ltd
 Eagle Airways Pty Ltd
 East Coast (Commuter) Airlines Ltd (trading as Tamair and Airfarm Associates)
 Edwards, W.J. (trading as Glen Innes Air Taxi)
 E.J. Cronberger Pty Ltd
 Electricity Commission of NSW
 Ellaroo Pty Ltd (trading as J.B. Air Charter)
 Erwin, J.W. (trading as Erwin Air)
 Fahey, F.G. and C.V. (trading as Fred Fahey Aerial Service)
 Farco Air Pty Ltd
 Fisher, Ronald M. and Assoc. Pty Ltd
 Flight Facilities (Merimbula) Pty Ltd
 Forbes Soaring and Aero Club Ltd
 Gaeme Pty Ltd (trading as Aero Professional Training)
 General Aviation Air Freighters Pty Ltd
 Gilgandra Aero Club
 Glenn, R.J.
 Goddard, J.A. and M.I. (trading as John Goddard Agricultural Services)
 Goulburn Air Service Pty Ltd
 Goulburn Gliding Group Pty Ltd
 Gowing, J.E.D. (trading as Kempsey Aviation)
 Grafton Gliding Club Co-op Ltd
 Gravitis, P.J. (trading as Aerocharter Australia)
 Green, J.F.
 Greenbah Pty Ltd (trading as Greenbah Flying Service)
 Greenthorpe Gliding Club Co-op Ltd
 Gretwood Pty Ltd
 Griffith Aero Club
 Gwydir Air Charter Pty Ltd
 R.W. and G. Harvey Pty Ltd
 Hawker De Havilland (Aust.) Pty Ltd
 Hawker Pacific Pty Ltd (trading as Hoxton Park Flying School)
 Hazair Agricultural Services (trading as Albury Pty Ltd)
 Hazair Holbrook Pty Ltd
 Hazelton Air Services Pty Ltd

Sched A - New South Wales - contd

Heli-Aust. Pty Ltd
 Helicopter Service Centre Pty Ltd
 Heliflite Pty Ltd
 Henry, R.J. and S.J. (trading as Riverinair)
 Hill and Hunt, R.M. and N.J. (trading as Air Eastern)
 Hoad, P.V. (trading as Regalair)
 Hopkins, C. (trading as Pink Helicopters)
 Hunter Valley Gliding Club Co-op. Ltd.
 Huttley, N.A.
 Illawarra Flying School Pty Ltd
 Inghams Air Services Pty Ltd
 Jadili Pty Ltd (trading as Albury Agricultural Spraying)
 Jakair Pty Ltd
 J.B.A. Aviation Pty Ltd
 John H. Williams Aviation Pty Ltd
 J. Smit and Sons Contracting Pty Ltd
 Josoni Pty Ltd
 Katies Limited
 Keely and Crowther, B.J. and I.F. (trading as Airleander)
 Kempsey-Macleay Gliding Club
 King, K.L. (trading as Blue Mountains Air Charter Co.)
 Knight, D.H. (trading as Knight-Air)
 K.S. Easter Holdings Pty Ltd (trading as Easter Airways)
 Lake Keepit Soaring Club
 Lightning Ridge Air Charter Pty Ltd
 Lightning Ridge Gliding Club
 F. Lindsay Investments Pty Ltd (trading as Bankstown Aerial Charter Service and The Australian Flying Training School)
 Loughnan, M.J.
 Lyons, K.R.N. and B.W. (trading as Advanced Aviation Training)
 Macintyre Air Services Pty Ltd
 Mackenzie Air Service Pty Ltd
 MacKnight Nominees Pty Ltd (trading as MacKnight Airlines)
 Manning River Aero Club Ltd
 Maria, J.D. and S.R. (trading as Tim Aria Aerial Crop Services)
 Mashona Air Pty Ltd
 McIntosh, E.J. and A.
 McIver, L.J and P.D. (trading as McIver Aviation)
 Mol, Pieter (trading as Air Centre, Albury)
 Moree Air Services Pty Ltd
 Moruya Aero Club
 Mungindi Aerial Services Pty Ltd
 Murdoch, G.G. and N.G.
 Murray Border Flying Club Ltd
 Murwillumbah Aero Club Ltd
 Namoi Soaring Club Ltd
 Namoi Valley Air Spray Pty Ltd
 Narrabri Aero Club (trading as Namoi Aero Club)
 Narromine Soaring Centre
 Nationwide Aviation Space Academy of Australia Limited
 Navair Sales Pty Ltd
 Needham Aviation Pty Ltd (trading as Port Macquarie Flying School)
 New England Aerial Topdressing Pty Ltd
 New England Air Training and Charter Pty Ltd
 New World Aviation Pty Ltd
 Nicholson's Air Service Pty Ltd
 Norris and Smith, R.C. and G.O. (trading as Sun Sign Banner Sales)

Sched A - New South Wales - contd

North Coast Air Charter Pty Ltd
 Northern Rivers Aero Club
 North West District Flying School
 NSW Police Aero Club
 NSW Police Department - Police Air Wing Disaster and Rescue Branch
 O'Brien Aerial Services Pty Ltd
 Orana Soaring Club
 Orange Air Pty Ltd
 Oxley Airlines Pty Ltd
 Parkes Aero Club Ltd
 Parkes Aviation Pty Ltd
 Pay's Air Service Pty Ltd
 Pay's Spraying Pty Ltd
 Pearce, S.K. Pty Ltd (trading as Arcas Airways)
 Peters, K.H. (trading as Peters Aviation)
 Phillips, W.G.V. and G. (trading as Gunspray)
 Pipeline Authority
 Poates Air Services Pty Ltd
 Poirrier, B.P.
 Polain, Trevor-Jones and Cox, C.J., J.H. and W.L. (trading as Star Air Charter)
 Powell, Bennett, K.S.A., E.W. and H.G. (trading as Dubbo Flying School)
 Premier Aviation Pty Ltd (trading as Kendell Airlines)
 Proclaim Copyright Pty Ltd (trading as Aerial Tours)
 Purcells Pty Ltd
 Qasco Pty Ltd
 RAAF Wagga Flying Club
 RAAF Williamstown Flying Club
 Raffles and Vaughlan, B.A. and R.A. (trading as R.A.V. Aviation)
 R.A. Baxter (Joinery) Pty Ltd and W.R. Norris Pty Ltd, (trading as Wollongong Air)
 Rarubi Pty Ltd
 R.A.V. Helicopters Pty Ltd
 Rebel Aerial Agriculture Pty Ltd
 Rebel Air Pty Ltd
 Red Baron Scenic Flights Pty Ltd
 Rees Chartering Pty Ltd
 Rethelber Pty Ltd
 Rex Aviation Ltd
 Richmond Aviation (Ballina) Pty Ltd
 Robilliard, Robert Milne
 Robertson, C.M. and G.L. (trading as Narromine Aviation)
 Ron Thorp Pty Ltd (trading as Inverell Airlines)
 Ross Investments Pty Ltd
 Rotor Work Pty Ltd
 Royal Aero Club of New South Wales
 Royal Flying Doctor Service of Aust. (NSW section)
 Royal Newcastle Aero Club
 Royans Truck and Trailer Repair Pty Ltd (trading as Royans Executive Air Charter)
 Rural Helicopters (Aust.) Pty Ltd
 R.W.V. Enterprises Pty Ltd
 Rye, R.A. and P.M., Leslie W.F. and Phillips E.T. (trading as Cooma Air Travel)
 Salmarti Pty Ltd (trading as Airborne Harvest)
 Sampson, S.C. and R.E. (trading as Cobar Charter Service)
 Schofield's Flying Club Ltd
 Scout Assoc. of Australia, New South Wales Branch

Sched A - New South Wales - contd

Sekel, R. (trading as Boulevard Air Services)
 Sellwell Pty Ltd (trading as Hunter Air Service)
 Singh's Ready Mixed Concrete Pty Ltd (trading as Singh's Executive Air Charter)
 Singleton Air Services Pty Ltd
 Smith Air Pty Ltd
 Smith, J.S. and L.K. (trading as Tablelands Air Service)
 Smith, K.R. and J.A. (trading as Hazelton Air Services (Warren))
 South West Pacific Helicopters Pty Ltd
 Sticka, G.J., I.J. and V. (trading as Argyle Flight Centre)
 Strickland Skyways Pty Ltd
 Summerland Aero Services Pty Ltd
 Sutcliffe, J. (trading as Skysigns)
 Swift Airlines Pty Ltd
 Sydney Airways Pty Ltd
 Symons Nominees Pty Ltd
 Tapps, G.S. and J.M. (trading as Tapps Aviation)
 Taylor, W. (trading as Central West Aviation Service)
 Thana Pty Ltd (trading as Cobden Airways)
 Thomas T. Air Transport Systems Pty Ltd
 Thompson Agricultural Aviation Pty Ltd
 Tjong, R.T.T.
 Tucker, R.H. and N.M. (trading as Byron Air Charter)
 Tumut Aero Club Ltd
 Twynam Shipping and Aviation Pty Ltd
 United Pacific Airlines Pty Ltd
 Wagga Wagga Gliding Club Ltd
 Waratah Air Services Pty Ltd
 Warnervale Air Pty Ltd
 Waterhouse, W.T. (trading as Nepean Helicopters)
 Water Wings Pty Ltd
 Waugh and Josephson Pty Ltd
 Westair Air Charter Pty Ltd
 Western (NSW) Airlines Pty Ltd
 White, A.D. (trading as The White Aviation Co.)
 White, T.J.
 Wiktor Maria Pty Ltd
 Wilkes, Warren John (trading as Austavia)
 Willis, A.S. and L.M. (trading as Willis Air Charter)
 Wilson Aviation Pty Ltd
 Wings Australia Pty Ltd
 Wollongong Gliding Club Ltd
 Wrenford, B.B. and R.J. (trading as Alpine Soaring - Jindabyne)

Queensland

Aero David Pty Ltd (trading as Australian Air Farmers)
 Ag Air Service Pty Ltd
 Agav Pty Ltd
 Airesearch Pty Ltd
 Airesearch Surveys Pty Ltd
 Air Golden Eagle Pty Ltd (trading as Lanhams Air Taxi Service)
 Air North Queensland Pty Ltd
 Airspray (Tba) Pty Ltd
 Air Training Centre Pty Ltd

Sched A - Queensland - contd

Alexfert Pty Ltd (trading as North Queensland Aerial Services)
 Associated Builders Supplies Pty Ltd
 Ayr Flying Services Pty Ltd
 Barrier Reef Airways and Safaris (Ops) Pty Ltd (trading as Barrier
 Reef Airways Safaris)
 Batt, S.T. and L.M. (trading as McKinlay Air Charter)
 Bayswater Road Pty Ltd (trading as Air Pioneer)
 Bellamy, J.N.G. and P.J. (trading as Archerfield Flight Centre)
 Bielby, Hughes, E., B. and D. (trading as Statewide Air Charter)
 Blanch's Holdings Pty Ltd (trading as Blanch's Aerial Agriculture)
 Booren Helicopter Operations Pty Ltd (trading as Brigalow Helicopter
 Services)
 Bowen Airspray Pty Ltd
 Bowral Flight Centre Pty Ltd
 Brannigan, A. (trading as Warrego Air taxis)
 Bridbury Pty Ltd (trading as Heliwork)
 Buckley, M.H.R and K.M.
 Bundaberg Aero Club
 Bundaberg Soaring Club
 Bunny Industries Ltd
 Burdekin Aerial Services Pty Ltd
 C. and S. Aviation Pty Ltd
 Cairns Aerial Services Pty Ltd
 Cairns Mareeba Aero Charter Pty Ltd
 Campbell, A.G. and J.J. (trading as Campbell Air)
 Capricorn Aerial Mapping Pty Ltd (trading as Aerometrex)
 Central Highlands Air Taxis Pty Ltd (trading as Central Aerial
 Services)
 Charlton, J.F. (trading as Wandoon Air Charter)
 City and Country Helicopters Pty Ltd
 Coddair Airlines Pty Ltd
 Combined Engineering Pty Ltd (trading as Trailco Aviation)
 Commercial Air Charter Pty Ltd
 Corley (No. 42) Pty Ltd (trading as Warners Air Charter)
 Cropair Aviation (Peter Smart) Pty Ltd
 Currey, Coates, Hall and Hawthorne, N.A., D.P., C.J. and P.A.
 (unofficially trading as Qld Air Training Corps - RAAF Cadets -
 Flying School)
 Czerwinski, J.I. (trading as Eastland Air Charter)
 Darling Downs Aero Club
 Darling Downs Aircraft Services Pty Ltd (trading as Keyland Aviation)
 Darling Downs Soaring Club
 Darwick Holdings Pty Ltd (trading as Dwyer Aviation Services)
 Des Adams Aerial Spraying Pty Ltd
 Donair Pty Ltd (trading as Maronon Air Spray)
 Drayton Investments Pty Ltd
 Eagle Aviation Pty Ltd (trading as Wingspread)
 East Coast Helicopters Pty Ltd
 Ellenway, P.J. (trading as Emerald Aerial Treatment)
 Ellery, P.J. (trading as Pittsworth Aerial Spraying)
 Evert, P.J. (trading as Q.O.T.S. Air Charter)
 Frederickson, B.W. and H.L. (trading as Frederickson Aerial Spraying)
 Gale Air Services Pty Ltd
 Gates, R.R.
 Geitch, H.W.
 Gil Layt's Flying School Pty Ltd
 Gilmour, I.H.
 Gold Coast Helicopter Rescue Service Ltd
 Golden Wings Aviation Pty Ltd

Sched A - Queensland - contd

Great Barrier Reef Flying Boats Pty Ltd (trading as Air Whitsunday)
 Gregory Morrison Hall Aviation Pty Ltd
 GWA Limited and Carajon Administration Pty Ltd (trading as GWA Aviation)
 Gympie Soaring Club
 Haikono Pty Ltd (trading as G.V. and L.K. Jordon)
 Hardle, J.J. (trading as West Wing Aviation)
 Harris, R.J. (trading as Hinchinbrook Air Services)
 Helicopter Charter Pty Ltd
 Helicopter Mustering Pty Ltd
 Helicopter Operations Pty Ltd (trading as Air Mt Isa)
 Hell-Spray Ltd
 Helitrans Australia Pty Ltd
 Hempels Flying School Pty Ltd
 Henebery, K.T. and I.M. (trading as Henebery Aviation Company)
 Hikari No. 44 Pty Ltd (trading as Darling Downs Air Spray)
 Hinkler Aviation Pty Ltd
 Hudson, J.W. (trading as Lockyer Air Service)
 Kelland, F.H.
 Kemp, N.B. (trading as Air Lab)
 Keogh, R.G. and K.J. (trading as Downs Flight Centre)
 Kingaroy Soaring Club
 Kival Pty Ltd
 Kuch R.C.
 Labrix Pty Ltd
 Laver, C.R. (trading as Aviation Training and Transport)
 Lear Aviation Pty Ltd
 Leichardt Soaring Club Ltd
 Leonard, W.R. and J. (trading as Beagle Airways)
 Liblair Pty Ltd
 Liddie's Air Service Pty Ltd
 Lincoln and Goerg, M.A. and R.W.
 Lindeman Aerial Services Pty Ltd
 Logan, W.B.
 McCafferty Management Pty Ltd (trading as McCafferty's)
 McDougall, Ward, Currey and Hermann, H., J., N. and M. (unofficially trading as RAAF Amberley Flying Club)
 McNamara, J.A. (trading as Longreach Air Charter)
 Mason, V. (trading as Mistair Aviation)
 Mayne Nickless Ltd (trading as Security Express and Country Courier Services)
 Moore Pty Ltd, R.R. and Co.
 Mount Cobalt Mines Pty Ltd
 Mount Isa Aero Club Inc.
 Muldair Bowen
 National Homes Pty Ltd
 Nielsen, E. and M.M. (trading as Surfers Paradise Flying Service)
 Nixon, R.J.
 Nordomain Pty Ltd (trading as Northern Air Surveys)
 Norfolk Island Airlines Pty Ltd
 North Coast Pilot Training Pty Ltd (trading as Fyfe's Flight Centre)
 North Queensland Aero Club
 Orr and Associates Pty Ltd, R.J. (trading as Orr Aviation)
 Outback Air Pty Ltd
 Paddon, R.B. and M. (trading as Waldron's Aviation)
 Papam Pty Ltd (trading as Australasian Mapping Services)
 Parker, R.S. and S.J. (trading as Parker's Air Taxis)

Sched A - Queensland - contd

Piccolo, R. and C.P. (trading as Piccolo Aviation and Phoenix Aviation)
 Premier Airlines of Australia Pty Ltd (trading as Island Coast Air Services)
 Primack Investments Pty Ltd (trading as Price Air Services)
 Rabstern Pty Ltd (trading as Cairns Seaplanes)
 Rainbow Air Charter
 Raptis Air Charter Pty Ltd
 Reddicliffe, R.N. and A.C. (trading as Redairco)
 Reprographics Pty Ltd
 Rex Budd Pty Ltd
 Richardson, J. and P. Pty Ltd
 Rickward, P.E. (trading as Executive Air Charter North Qld)
 Robertson, W.P. and K.L. (trading as Cape Work Air Services)
 Rockhampton Aero Club
 Royal Flying Doctor Service of Australia (Qld section)
 Royal Queensland Aero Club
 Rundle Air Service Pty Ltd
 Rural Aviation (Qld) Pty Ltd
 Sabcuba Pty Ltd (trading as South Burnett Aviation and Sabair)
 Scots Cropair Aviation Pty Ltd
 Searle (H.B.) Holdings Pty Ltd
 Sea World Pty Ltd (trading as Sea World Aviation)
 Southern Downs Aero and Soaring Club
 Southport Floatplane Services Pty Ltd
 St George Air Farmers Pty Ltd (trading as Jones Air)
 Suncoast Flying Pty Ltd
 Sunland Aviation Service Pty Ltd
 Sunshine Coast Air Charter Pty Ltd
 Sunshine Coast Helicopter Rescue Service Ltd
 Tabavuill Pty Ltd (trading as Pratt Air Services)
 Tait, G.J. (trading as Aero Jabiru)
 Talair Australia Pty Ltd
 Tangalooma Transport Pty Ltd., Tangalooma Resort Air Service
 The Beaudesert Gliding Club
 The Far North Qld Soaring Centre
 The Queensland Ambulance Transport Brigade, Bundaberg Committee
 The Queensland Ambulance Transport Brigade, Rockhamptom Committee
 The Redcliffe Aero Club
 Thompson, Keith Ronald (trading as Countryair and Central Queensland's Charter Airline)
 Thompson and Raph, R.H. and G.R. (trading as Air Maroochy)
 Thorpes Transport Pty Ltd
 Thurecht, N.D. (trading as Redcliffe Flying Service)
 Townsville Aero Club
 Trident Helicopters Pty Ltd
 Tuohy, M.J. (trading as North West Downs Aerial Spraying)
 Twinair Pty Ltd
 Vaughn, D.C. and J. (trading as Gulf and Peninsula Air Charter)
 Walsh, Rudz, Midgley, Jackson and Peterson, H.D., S., A., R.J. and R.J. (trading as Whitsunday Aero Company Operations)
 Whitaker Pty Ltd (trading as Sunstate Airlines and Noosa Air)
 Whittaker, B.R. (trading as Diamantina Aviation)
 Young, R.J., C.J., R.A., V.M., D.B., and A.N. (trading as Aussie Air and Travel)

Sched A - contd

South Australia/Northern Territory

Adelaide Hills Soaring Group Inc.
 Adelaide Soaring Club Inc.
 Adelaide University Gliding Club
 Aero Club of Broken Hill
 Aircouriers Pty Ltd
 Air North Pty Ltd
 Airtransit Pty Ltd
 Alice Springs Aero Club
 Alice Springs Air Charter Pty Ltd
 Alice Springs Gliding Club Inc.
 Anders E. and Sons Pty Ltd (trading as Andersair)
 Arkaroola Pty Ltd
 Arnhem Air Charter Pty Ltd
 Arrumunda Airways Pty Ltd
 Augusta Airways Pty Ltd
 Australian Southern Bluefin Exporters Pty Ltd
 Aviation Industries Pty Ltd (trading as Robbys Aerial Services)
 Balaklava Gliding Club Inc.
 Balnaves, P.W. and R.E. (trading as Countrywide Air Charter)
 Barossa Valley Gliding Club Inc.
 Barrier Air Taxi Service Pty Ltd
 Bell, N.S. (trading as Skybanner Advertising)
 Blanchard, R.D. (trading as Blanchard Air Charter)
 Bordertown-Keith Gliding Club Inc.
 Brogan, P.L. and M.S. (trading as Independent Air Charter)
 Byrne, P.C. and S.M. (trading as Wudinna Air Charter)
 Capricorn Helicopters Pty Ltd
 Catt, M.J. and M.J. (trading as Lincoln Air Charter)
 Central Australian Airways Pty Ltd
 Centrelift Helicopters Pty Ltd
 Coast Air Pty Ltd
 Commodore Aviation Pty Ltd
 Coondair Pty Ltd
 Crowthair Pty Ltd
 Currington and Quigley, M.E. and J.A. (trading as KTX Aviation)
 Darwin Aero Club Inc.
 Darwin Air Pty Ltd
 Dawson, K.J. and G.V. (trading as Dawson Contracts)
 S.J. Delahay and Associates Pty Ltd
 Dennis Nominees Pty Ltd and George Jiri Matera (trading as Tindal Bush Pilots)
 Desert-Air Safaris Pty Ltd
 Des's Cabs Pty Ltd
 Diamond, R.C. and M.D. (trading as Aquatic Air Charter)
 Edwards Aviation Services Pty Ltd
 Edwards, M.B.
 Elementary Advanced and Instrument Flight Training Pty Ltd (trading as Aircare)
 Emu Air Charter Pty Ltd
 Eyre Charter Pty Ltd
 Eyre-Spray Aviation Pty Ltd
 F. Lindsay Investments Pty Ltd (trading as Australian Flying Training School)
 Farquaharson Myrtle Partners
 Flinders Ranges Tourist Services Pty Ltd
 Foord, R.L.
 Godfrey Office Equipment Pty Ltd

Sched A - South Australia/Northern Territory - contd

Gove Flying Club Inc.
 Groote Eylandt Air Charter Pty Ltd
 Helimuster Pty Ltd
 Hevern, Father Raymond, Vaughan and Tax, G.N. and R. (trading as Kingfisher Aviation)
 Hiller, I. (trading as Hiller Aviation)
 Howlett Bartlett Pty Ltd (trading as Masterflight)
 Irving Air Pty Ltd
 Jadap Air Pty Ltd
 Johnston, P.R. and E.R.G. (trading as Bexair)
 Kakadu Wonderland Tourist Services Pty Ltd
 Karina Fisheries Pty Ltd
 Kidman Holdings Pty Ltd
 Kims Helimustering Service Pty Ltd
 Kingham, I.A. (trading as Tony Kinghams Flying School)
 Knispel, J.E., J.R. and R.P. (trading as Riverland Air Charter)
 Leach Aero Services Pty Ltd (trading as Central Australian Helicopters)
 Lecon Aviation Pty Ltd (trading as Trans Regional Airlines)
 Livestock Contracting Pty Ltd (trading as Top End Aviation)
 Lloyd Aviation Jet Charters Pty Ltd
 Lloyd Helicopters Pty Ltd
 Longbotham, J.E. and P.J. (trading as JEL Enterprises)
 Lucas and Dawes, I.J. and C.G. (trading as Ayers Rock Air Services)
 MacKenzie, R. (trading as Apollo Air)
 Mae West Pty Ltd
 Maningrida Progress Association Inc.
 Maxwell, H.M. and J.M. (trading as Rural Aviation)
 Millicent Gliding Club Inc.
 Missionary Aviation Fellowship
 Mount Gambier Aviation Pty Ltd
 Murin Association Inc.
 Murray Bridge Gliding Club Inc.
 Ngaanyatjarra Council (Aboriginal Corp.)
 North Australian Gliding Club Inc.
 Northern Aviation Pty Ltd
 N.T. Cattle Contractors Pty Ltd
 O'Connor's Air Services Pty Ltd
 O.D. and E. Pty Ltd
 Opal Air Pty Ltd
 Pascoe Nominees Pty Ltd
 Pastoral Developments (NT) Pty Ltd (trading as Tillair)
 Pelican Air Services Pty Ltd
 Pinnaroo Aero Club Inc.
 Port Augusta Gliding Club Inc.
 Port Lincoln Flying Club Inc.
 Port Lincoln Tuna Processors Pty Ltd
 Radford Earthmovers Pty Ltd (trading as Broken Hill Air Charter)
 Renmark Gliding Club Inc.
 Rossair General Aviation Pty Ltd
 Rotor Services Pty Ltd
 Royal Flying Doctor Service of Aust. (Central section) Inc.
 Ryan, D. (trading as A.M.R. Air Charter)
 St John Ambulance Service - Upper Eyre Peninsula Inc.
 SAATAS Pty Ltd
 Scout Association of Australia (SA Branch) Flying Club
 Shulman, C.J. (trading as Eagle Air Investments)
 Skytours Pty Ltd

Sched A - South Australia/Northern Territory - contd

South Australian Police Department
 South Coast Air Centre Pty Ltd
 South East Air Services Pty Ltd
 Southern Aerial Spraying Co. Pty Ltd.
 Stevens, K., A.E. and R.S. (trading as Albatross Air Charters)
 Super Spray Pty Ltd
 Tasco (Aerial Spraying) Pty Ltd
 Transair Pty Ltd
 Transnorth Air Charter Pty Ltd
 Trojan Aerial Services Pty Ltd
 Waikerie Gliding Club Inc.
 Watts, K.I. and J.R.
 Westmacott, G.A.
 Whyalla and District Gliding Club Inc.
 Wimrany Pty Ltd
 Wiseman, P.D. and C.J. (trading as Wise Air Charters)
 Woomera Gliding Club Inc.

Tasmania

Airlines of Tasmania Pty Ltd
 Benders Spreading Services (1964) Pty Ltd
 Cape Country Air Charters Pty Ltd
 G.W.A. Goldwings Australia Pty Ltd
 Jaeger, F.E. (trading as Smithton Aerial Services)
 Jones, D.M. and J.L. (trading as Jones Spreading Service)
 Launceston Flying School and Charter Services Pty Ltd
 Munro Aviation Pty Ltd (trading as Munro Aviation)
 Rosemeadow Pty Ltd (trading as Astral Airways)
 Salmon, J.B. and P.R.I. (trading as Maria Island Air Charter Service)
 S.P. Aviation Pty Ltd
 Tasair Pty Ltd
 Tasmanian Aero Club
 The Aero Club of Southern Tasmania
 Western Aviation Pty Ltd
 Yaxley Holdings c/- David Yaxley Pty Ltd

Victoria

Aero Country Pty Ltd
 A.G. Airwork (Vic.) Pty Ltd
 Alpine Aviation Pty Ltd
 Anderson, A.W. and M.C. (trading as Anderson Helicopters)
 A.S. Aviation Pty Ltd (trading as Schutt Aviation)
 Australian Air Charterers Pty Ltd
 Aviation Industries Pty Ltd (trading as Super Spread Aviation
 Australia)
 Avinor Pty Ltd, Savage Air
 Balas, G. (trading as Harewood Air Charter)
 Ballarat Aero Club
 Bell, W.J. and S.L. (trading as Staywood Air)
 Brody, E.A. and P.L.
 Campbell-Hicks Airways Pty Ltd (trading as SAS Southern Air Services)
 Central Flying Services Pty Ltd
 Civil Flying Services Pty Ltd (trading as Civil Flying School)
 Combined Flight Training (Vic) Pty Ltd
 Copelin, M. (trading as Aerial Fertilisers)

Sched A - Victoria - contd

Corangamite Soaring Club
 Cosier, R.J.H. and N.C.
 Doake, J.W. (trading as Coldstream Flying School)
 Dow Pty Ltd, P.A. and W.J. (trading as Torogo Valley School of Aviation)
 Eastick, R.L.
 Ellis, J.L.W. (trading as Gold Crown Aviation)
 Emu Flying School Pty Ltd (trading as Skybird Flight Centre)
 Essendon Flying School Pty Ltd
 Field Air (Ballarat) Pty Ltd
 Fifth Ossa Pty Ltd, (trading as Melbourne Aircraft Maintenance Air Search Aviation)
 Fleet Air Services Tasmania Pty Ltd
 Flinders Island Airlines Pty Ltd
 Fliteway Pty Ltd
 Foster, B.A. (trading as Woorayl Air Services)
 Freeman Airways
 Funnell, J.E. (trading as Aviation Training School)
 Galaxy Flying Safaris Pty Ltd (trading as Galaxy Aero Academy, Galaxy Airways, Galaxy Flying School)
 Gawne Aviation Pty Ltd
 Geelong Aero Club
 General Flying Services Pty Ltd (trading as Moorabbin Aviation Academy)
 Gliding Club of Victoria
 Groupair Pty Ltd
 Hann, and Petrie, R.J. and R.H.
 Hingston, W.G. (trading as Rosebud Aviation Service)
 Hussey, R.B. and J.D. (trading as Bairnsdale Air Charter)
 Jackson, H.
 Jayrow Helicopters Pty Ltd
 John Correll Nominees Pty Ltd (trading as Correll Advanced Flying School)
 Johnson and Houston, P.J. and M. (trading as Euroa Soaring Centre)
 Kirkhope, A.P. (trading as Kirkhope Aviation Services)
 Kyabram Aero Club
 Kyneton Aero Club
 Lake Eildon Airways Pty Ltd
 Langmead, H.J. (trading as Country Air Charter)
 Lansbury, R.H.
 Latrobe Valley Aero Club
 Lilydale Airfield Pty Ltd (trading as Lilydale Flying School)
 Lovell, R.D.M. (trading as Bi-Air)
 L.P.S.S. Pty Ltd (trading as Stereometric Services)
 Lusty Pty Ltd, G.R. and J.E.
 Mahon Aviation Pty Ltd (trading as Geelong Airport)
 Matthews Transport Industries (trading as Bendigo Air Service and Sovereign Airlines)
 Mayne Nickless Ltd (trading as Wards Express)
 Medair Pty Ltd
 Micromist Aviation Pty Ltd
 Mid-Murray Flying Club
 Mildura Aviation Holdings Pty Ltd (trading as Murray Valley Airlines)
 Missionary Aviation Fellowship
 Moloney Aviation Pty Ltd (trading as Discover Flying (Australia) and Essendon Air Charter)
 National Safety Council of Australia, Victorian Division
 Need, B.E. and J.E. (trading as Aeroproach of Ararat)

Sched A - Victoria - contd

Nicholas Skyways Pty Ltd
 Pacific Aviation Pty Ltd
 Peninsula Aero Club
 Peninsula Air Services Pty Ltd
 Premier Airlines Pty Ltd
 Pro-Aero Training Centre Pty Ltd
 Promair (Australia) Pty Ltd
 R.A.A.F. East Sale Flying Club
 R.A.A.F. Point Cook Flying Club
 Regional Airlines (Aust.) Pty Ltd (trading as Regional Airlines)
 Reith, A.C. and E.F. (trading as Phillip Island Air Charter)
 Riley Aeronautics Pty Ltd (trading as Sportavia Soaring Centre)
 Robertson Air Services Pty Ltd (trading as Robertson International Air Charter)
 Ross, R.G. (trading as Aero-Ads)
 Royal Flying Doctor Service of Aust. (Victorian Section)
 Royal Victorian Aero Club
 Safcol Seafoods Pty Ltd (trading as Safcol Charter and Fish Spotting Service)
 Set Air Pty Ltd
 Skybird Aviation Services Pty Ltd (trading as Skybird Flight Centre and Mangalore Flight Centre)
 Sky Farmers Pty Ltd
 Skyways of Benalla Pty Ltd
 Sleigh H.C. Aviation Pty Ltd
 Speedair Pty Ltd
 Sunraysia Gliding Club
 Tashounidis, John (trading as Tash Aviation)
 Tenth Argive Pty Ltd (trading as Nicholls Air Charter)
 Trans Australia Airlines
 Transecutive Airlines Pty Ltd
 Tucana Air Systems Pty Ltd
 Victorian Airlines Pty Ltd, (Australian Aeronautical Academy)
 Vowell Air Services (Helicopters) Pty Ltd
 Walpole Pty Ltd, D. (trading as Mountain Air)
 Wangaratta Aero Club Pty Ltd
 Watt, M.C. (trading as Border Air Services (Vic.))
 Western Aerial Crop Spraying and Spreading Pty Ltd
 Western Commander Pty Ltd
 Whittlesea Flying School Pty Ltd
 Wimdown Pty Ltd (trading as Wimmera Mallee Charter Flights)
 Wimmera Aero Club
 Wright, L.S. and J.H. (trading as Goulburn Valley Air Charterers)

Western Australia

Ad Astral Aviation Pty Ltd
 Aerial Nominees Pty Ltd (trading as Aerial Surveys Australian for Aerial Surveys Unit Trust)
 Aerodata McPhar Pty Ltd
 Aero Yandee Pty Ltd
 Agar, C.J. and J.M. (trading as Perry Aviation)
 Agricultural and General Aviation Pty Ltd
 Agricultural Protection Board
 Agspray Aviation Pty Ltd
 Aircabs Pty Ltd (trading as Aviation Academy of Aust.)

Sched A - Western Australia - contd

Airflite Pty Ltd
 Allied Aviation Pty Ltd
 Amity Aviation Pty Ltd
 Austirex International Ltd
 Avior Pty Ltd
 Bame Nominees Pty Ltd (trading as Wards Aerial Topdressing Service)
 Barrie's Business Charter
 Bell, J. (trading as Albany Aviation)
 Benrik Investments Pty Ltd (trading as Benrik Aviation)
 Beverley Soaring Society Inc.
 Boomerang Air Services Pty Ltd
 Brown and Lange, G.S. and M.A. K.E. and E.M. (trading as Aerial Outreach)
 Bunbury Aero Club (Inc.)
 Burton, Harre, Walters, Fogarty, R.J., G.B., K.R., T.G. and J.A. (trading as Westfield Aviation)
 Campbell, Broders, R.L., N. (trading as R.A.A.F. Pearce Flying School)
 Chrisine Nominees Pty Ltd (trading as Shine Aviation Services)
 Collingridge, B.R. (trading as Aerial Advertising)
 Conn, R.R. and M. (trading as Boconn Air)
 Corporate Air Service Pty Ltd
 Corrigin Spraying Service Pty Ltd
 Cubur Aerial Mustering
 Dallas, N.J. and L.A. (trading as Kimberly Air Charter)
 Dickey, C.J. (trading as Boab Air Travel Service)
 Drilling Corporation (Aust.) Pty Ltd (trading as Kalgoorlie Air Charter)
 Dunn, I.L. (trading as Dunns Aviation)
 Erenshaw, R.L. and I.J. (trading as Kalbarri Air Charter)
 Executive Air West Pty Ltd
 Flightways Air Services
 Geraldton Fishermen's Co-op Ltd
 Giles Aviation Pty Ltd
 Gliding Club of Western Australia
 Gude Pty Ltd (trading as Kimberley Helicopters)
 Hales, P.C. and R.E. (trading as P. and R. Air Charter)
 Hampton, F.D. (trading as Farmland Agricultural Aviation and Sun City Air Charter)
 Higham, I.H. (trading as Aircraft Exchange Services)
 Ian Blaxell Pty Ltd
 Jamaduru Investments Pty Ltd (trading as Jan Beers Aviation)
 Jayrow Helicopters (Offshore) Pty Ltd
 John Forrest Pty Ltd
 Kalgoorlie-Boulder Aero Club (Inc.)
 Kevron Photographics Pty Ltd
 Leo Tas. Aerial Pty Ltd
 Lloyd Baker Aerial Spraying Pty Ltd
 MacDougall, W.J. (trading as No. 16 Flight W.A. ATC)
 McInerney, R.F. and D.H. (trading as Newman Air Charter)
 Mayne Bristow Helicopters Pty Ltd
 Merifield Helicopters Pty Ltd
 Muir, C.D. and Paton K.B. (trading as Alligator Airways)
 Narrogin Flying Club (Inc.)
 Narrogin Gliding Club (Inc.)
 Okanagan Helicopters (Aust.) Pty Ltd
 Opaque Nominees Pty Ltd (trading as Fortescue Air Charter)
 Ord Air Charter Pty Ltd (trading as Broome Air Charter)
 Outback Air Charter Pty Ltd

Sched A - Western Australia - contd

Paggi (trading as Paggi's Aviation)
Paton, Kenneth Buchanan (trading as White-Ant Helicopters)
Perth Air Charters Pty Ltd
Piper West Aviation (1983) Pty Ltd
Regent Air Services Pty Ltd
Repacholi Aviation Pty Ltd
Robertson, R.B.J. and A.B. (trading as Aerial Enterprises)
Royal Aero Club of WA (Inc.)
Royal Flying Doctor Service of Australia (Eastern Goldfields section),
Royal Flying Doctor Service of Australia (W.A. section) Inc.
Rundle, D.G. (trading as Geikie Air Charter)
Shortis, T.A. (trading as Ronald Allen Shortis Helicopter Pilot School)
Sirgo Pty Ltd (trading as Norwest Aerial Mustering and Chopper Muster)
Skywest Airlines Pty Ltd
Stein, K.F. (trading as Great Northern Helicopters)
Symes Bros (trading as Symes Bros)
T.J.P. Investments Pty Ltd (trading as Major Air Charter)
Trevlyn Pty Ltd, (trading as Goldfields Air Service)
Tropic Air Services Pty Ltd
Tubby, Stanley Clive and Norma Florence (trading as Turner and Tubby)
Ullawara Station Pty Ltd
University Gliding and Soaring Club Inc.
West Cost Helicopters Pty Ltd
Western Aerial Services (trading as 1978) Pty Ltd
Western Australian Police Department
Williams, Peter Arthur (trading as Barpet Aviation)
Wyalkatchem Aviation Pty Ltd
Yilgarn Aviation Pty Ltd
Zip Airfreight Pty Ltd

APPENDIX I

CERTIFICATE OF SERVICE

NAME OF EMPLOYER:

ADDRESS:

NAME OF PILOT:

PERIOD OF EMPLOYMENT:

CLASSIFICATION OF PILOT:

QUALIFICATIONS GAINED WHILST IN EMPLOYMENT

QUALIFICATION AT TERMINATION:

DATE ISSUED: _____

SIGNATURE OF EMPLOYER: _____

NAME OF COMPANY: _____

DUTY AND FLIGHT TIME RECORD OF(PILOT)

YEAR 19

DAY/MONTH	DUTY TIME SUMMARY				FLIGHT TIME SUMMARY				REMARKS
	ON	OFF	HOURS	PROGRESSIVE	DAY	N/F	DAILY TOTAL	PROGRESSIVE	
1	SAT								
2	SUN								
3	MON								
4	TUE								
5	WED								
6	THU								
7	FRI								
8	SAT								
9	SUN								
10	MON								
11	TUE								
12	WED								
13	THU								
14	FRI								

THIS RECORD IS BASED ON A COMMENCING DATE OF SATURDAY 19TH JANUARY, 1972, AND ON SUCCESSIVE 14 DAY PERIODS TO THIS DATE.

CERTIFIED CORRECT
SIGNATURE:
DATE:

NOTE: CASUAL STAFF ARE TO SIGN OPPOSITE LAST A.N.C. REST DAY.

APPENDIX III

LETTER OF EMPLOYMENT

NAME OF PILOT:

ADDRESS:

DATE OF ENGAGEMENT:

AWARD CLASSIFICATION OF PILOT:

PILOT SENIORITY NUMBER:

FORM OF HIRE

(a) Permanent or
(b) CasualOPERATIONS ON WHICH PILOT
IS TO BE ENGAGED:BASE FROM WHICH PILOT
WILL NORMALLY OPERATE:

SALARY PER ANNUM:

GROSS MONTHLY, FORTNIGHTLY
OR WEEKLY RATE OF PAY:

DEDUCTIONS PER WEEK/FORTNIGHT/MONTH

NET MONTHLY, FORTNIGHTLY
OR WEEKLY RATE OF PAY:

REGISTERED NAME OF EMPLOYER:

ADDRESS OF EMPLOYER:

NATURE OF EMPLOYER'S OPERATIONS:

DATE ISSUED:

SIGNATURE OF EMPLOYER OR
EMPLOYER'S REPRESENTATIVE

SIGNATURE OF PILOT

APPENDIX IV

LETTER OF AGREEMENT NO. 1

CASUAL EMPLOYMENT OF FLIGHT INSTRUCTORS BY AERO CLUBS

This Letter sets out the terms of an Agreement reached between the Australian Federation of Air Pilots (A.F.A.P.) and Metal Trades Industry Association of Australia (M.T.I.A.) acting on behalf of the Royal Federation of Aero Clubs of Australia (R.F.A.C.A.) as authorised by Clause II of the Pilots' (General Aviation) Award, 1979.

Upon the A.F.A.P. being notified in writing by any particular aero club being a member of the Royal Federation of Aero Clubs, of its need to employ casual flight instructors, then in respect of any such club the award clauses of the Pilots' (General Aviation) Award, 1979 identified hereunder shall be relaxed or suspended in the manner following:

1. Qualified pilots whose principal career pursuit is not that of air pilotage or who are members of the military forces may be engaged despite the provisions of Clause 10.
2. More than one pilot may be employed on casual hire at the same time despite the provisions of Clause 36(i)(ii).
3. It is understood that the principle underlying Clause 36(h) is that the employer and the instructor both of whom are assumed to know what is reasonable or necessary in a given situation will use that knowledge when considering whether "adequate facilities as agreed between them" have been provided by the employer. It is inherent in this understanding that neither the employer nor the instructor will seek to abuse the provision for an unreasonable number of occasions nor the employer unreasonably withhold agreement.
4. The relaxation or suspension of the abovementioned clauses in the manner stated shall be upon the assumed basis that the employment of an additional pilot or pilots on a permanent basis is not justified and that pursuant to the provisions of Clause 36(i)(i) the particular aero club notifying the A.F.A.P. of its need to employ casual flight instructors will offer any such casual employment first to any pilot who is out of work due to retrenchment by that aero club.

Provided always that the relaxation or suspension of the abovementioned clauses in the manner stated in this agreement may be withdrawn by the A.F.A.P. with respect to any aero club upon the grounds that the need for such relaxation or suspension was not or is not bona fide or that the aero club has not observed the provisions of Clause 36(i)(i) so far as they are applicable.

Appendix IV: Letter of Agreement No. 1 - contd

The grounds aforesaid shall be deemed to be a "matter which is not resolved in conference" and will be determined in accordance with the provisions of Clause 55(a)(iv) of the Award upon the application of the A.F.A.P.

This Agreement shall be reviewed or rescinded upon the motion of any party thereto.

SIGNED For and on behalf of
M.T.I.A.

SIGNED For and on behalf of
A.F.A.P.

R.N. HERBERT - Director

R.J. COLLIEN

SIGNED for an on behalf of R.F.A.C.A.

J. FAHEY - President

DATED at Sydney this 30th day of September, 1980

Appx IV - contd

LETTER OF AGREEMENT NO. 2

CASUAL EMPLOYMENT OF FLIGHT INSTRUCTORS

This Letter sets out the terms of an Agreement reached between the Australian Federation of Air Pilots (A.F.A.P.) and the General Aviation Association (Australia) (G.A.A.) as authorised by Clause II of the Pilots' (General Aviation) Award, 1979.

Upon the A.F.A.P. being notified in writing by the General Aviation Association (Australia) of the need of a member to employ casual flight instructors, then in respect of any such member the award clauses of the Pilots' (General Aviation) Award, 1979 identified hereunder shall be relaxed or suspended in the manner following:

1. Qualified pilots whose principal career pursuit is not that of air pilotage or who are members of the Military Forces may be engaged despite the provisions of Clause 10.
2. More than one pilot may be employed on casual hire at the same time despite the provisions of Clause 36(i)(ii).
3. It is understood that the principle underlying Clause 36(h) is that the employer and the instructor both of whom are assumed to know what is reasonable or necessary in a given situation will use that knowledge when considering whether "adequate facilities as agreed between them" have been provided by the employer. It is inherent in this understanding that neither the employer nor the instructor will seek to abuse the provision for an unreasonable number of occasions nor the employer unreasonably withhold agreement.
4. The relaxation or suspension of the abovementioned clauses in the manner stated shall be upon the assumed basis that the employment of an additional pilot or pilots on a permanent basis is not justified and that pursuant to the provisions of Clause 36(i)(i) the particular member notifying the A.F.A.P. of its need to employ casual flight instructors will offer any such casual employment first to any pilot who is out of work due to retrenchment by that member.

Provided always that the relaxation or suspension of the abovementioned clauses in the manner stated in this agreement may be withdrawn by the A.F.A.P. with respect to any member upon the grounds that the need for such relaxation or suspension was not or is not bona fide or that the member has not observed the provisions of Clause 36(i)(i) so far as they are applicable.

Appendix IV: Letter of Agreement No. 2 - contd

The grounds aforesaid shall be deemed to be "a matter which is not resolved in conference" and will be determined in accordance with the provisions of Clause 55(a)(iv) of the Award upon the application of the A.F.A.P.

This Agreement shall be reviewed or rescinded upon the motion of any party thereto.

SIGNED For and on behalf of
G.A.A.

L. ROONEY

R.J. COLLIEN

DATED at Sydney this 13th day of October, 1980

P0059 Dec 1361/98 N Print Q8606

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.33 action on the Commission's own motion

(C No. 20117 of 1998)

s.113 application to vary

Review of award pursuant to item 51 of Part 2 Schedule 5

Workplace Relations and Other Legislation Amendment Act 1996

(C No. 00115 of 1998)

PILOTS' (GENERAL AVIATION) AWARD 1984

(ODN C No. 00018 of 1984)

[Print F6276 [P0059]]

Various employees

Airline operations

COMMISSIONER WILKS

SYDNEY, 10 NOVEMBER 1998

*Award simplification.***DECISION**

This matter is a review of the above award pursuant to item 51 of Part 2 of Schedule 5 of the *Workplace Relations and Other Legislation Amendment Act 1996*. (Item 51)

Item 51 reads as follows:

"51. Variation of awards after the end of the interim period

(1) As soon as practicable after the end of the interim period, the Commission must review each award:

(a) that is in force; and

(b) that the Commission is satisfied has been affected by item 50.

(2) The Commission must vary the award to remove provisions that ceased to have effect under item 50.

(3) When varying the award under subitem (2), the Commission may also vary the award so that, in relation to an allowable award matter, the award is expressed in a way that reasonably represents the entitlements of employees in respect of that matter as provided in the award as in force immediately before the end of the interim period.

(4) If, immediately before the end of the interim period, the award provided for rates of pay that, in the opinion of the Commission:

(a) were not operating as minimum rates of pay; or

(b) were made on the basis that they were not intended to operate as minimum rates;

the Commission may vary the award so that it provides for minimum rates of pay consistent with sections 88A and 88B of the Principal Act and the limitation on the Commission's power in subsection 89A(3) of that Act.

(5) If the Commission varies the award under subitem (4), it must include in the award provisions that ensure that overall entitlements to pay provided by the award are not reduced by that variation, unless the Commission considers that it would be in the public interest not to include such provisions.

(6) The Commission must, if it considers it appropriate, review the award to determine whether or not it meets the following criteria:

(a) it does not include matters of detail or process that are more appropriately dealt with by agreement at the workplace or enterprise level;

(b) it does not prescribe work practices or procedures that restrict or hinder the efficient performance of work;

(c) it does not contain provisions that have the effect of restricting or hindering productivity, having regard to fairness to employees.

(7) The Commission must also review the award to determine whether or not it meets the following criteria:

(a) where appropriate, it contains facilitative provisions that allow agreement at the workplace or enterprise level, between employers and employees (including individual employees), on how the award provisions are to apply;

(b) where appropriate, it contains provisions enabling the employment of regular part-time employees;

(c) it is expressed in plain English and is easy to understand in both structure and content;

(d) it does not contain provisions that are obsolete or that need updating;

(e) where appropriate, it provides support to training arrangements through appropriate trainee wages and a supported wage system for people with disabilities;

(f) it does not contain provisions that discriminate against an employee because of, or for reasons including, race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

(8) If the Commission determines that the award does not meet the criteria set out in subitem (6) or (7), the Commission may take whatever steps it considers appropriate to facilitate the variation of the award so that it does meet those criteria."

Item 51(1) requires that the Commission must review each award:

(a) that is in force and

(b) that the Commission is satisfied has been affected by item 50

Item 50 reads as follows:

50. Parts of awards cease to have effect at the end of the interim period

(1) At the end of the interim period, each award ceases to have effect to the extent that it provides for matters other than allowable award matters.

(2) For the purposes of this item, an exceptional matters order is taken to relate wholly to allowable award matters.

(3) For the purposes of this item, an award that is made under subsection 170MX(3) of the Principal Act or varied under item 49 of this Schedule is taken to provide wholly for allowable award matters.

(4) If the termination time for special consent provisions is after the end of the interim period, then this item and item 51 apply to the special consent provisions as if a reference to the end of the interim period were instead a reference to the termination time.

With regard to item 51(1), I am satisfied that the above award:

(a) is in force and;

(b) the award provides for matters other than allowable award matters and

(c) the award is not an award made under subsection 170MX(3) of the Principal Act. (the principal Act being the Workplace Relations Act 1996) (the Act).

The interim period referred to at items 50(1) is defined in items 46 of Part 2 of Schedule 5 of the WROLA as follows.

interim period means the period of 18 months beginning on the day on which section 89A of the Principal Act commences.

Principal Act means the Workplace Relations Act 1996.

The interim period (as defined) terminated on 30 June 1998.

THE REVIEW PROCESS

This award has been the subject of a number of conferences, both formally before the Commission and informally between the parties. Despite this the parties have been unable to agree to the final form of orders which they say should issue as a result of the item 51 review.

As a consequence the review culminated in formal proceedings before me in Melbourne on 7, 8, 9, and 10 September 1998.

Mr D J Cavanagh represented Flight West Airlines. The Australian Federation of Air Pilots were represented by Mr L Cox and Mr W Wade represented the Australian Mines and Metals Association.

The issues

At the commencement of proceedings Mr Cox for AFAP tendered a draft order which, it was agreed between the parties, formed the basis of the final orders to issue, subject to a determination of the outstanding disputed matters. This document was marked exhibit AFAP 1.

In submissions, Mr Wade identified the clauses contained within AFAP1 with which employer respondents represented by him disagreed.

In particular, reference was made by Mr Wade to the following clauses:-

Clause 19 Selection, Career Progression and Training

Clause 22.1.1 Notice of Termination

Clause 24.6.3 Upper Respiratory Tract Infections

Clause 32.1 Accommodation

Clause 20 Transfers

Submissions

Mr Cavanagh, in submissions addressed the issues canvassed in exhibit C1. He dealt chronologically with those issues which related to AFAP 1.

In dealing with each of the points identified in exhibit C1 Mr Cavanagh noted that a number of the issues raised had been satisfactorily addressed.

An amended version of AFAP 1 was tendered by Mr Cox and this was marked exhibit AFAP 2. Which was further varied by a new draft clause 15 (AFAP 3). AFAP 2 then became the basis of the review proceedings.

In relation to AFAP 2 and AFAP 3 Mr Cavanagh made reference to comments made by me in proceedings in relation to:

- a) the proposal to include a new type of employment, namely fixed term employment; and
- b) Whether the term 'reasonably predictable hours' restricts the hours arrangements for part-time employees.

Those comments will be referred to in my later reasons.

Mr Wade submitted that in relation to clause 21, the current provision of the Award should continue to apply.

Mr Wade handed up 2 additional documents which had been agreed between the parties in conference. These were marked AMMA 3, a draft facilitative provisions index and AMMA 4 a facilitative provision regarding transfers.

He went on to submit that there should be no reference to seniority in the simplified award.

At the conclusion of formal proceedings directions were given in transcript in relation to union submissions in reply.

Written submissions were received from Mr Cox and final written submissions in reply from Mr Wade and Mr Cavanagh were also received, albeit late.

In his written submissions Mr Cox submitted inter alia that:

- Existing entitlements should not be reduced without proper evidence and no such evidence has been put.
- Seniority in the industry dictates many of the provisions in the award and work relationships and is a most important aspect of pilot employment

The submission states:-

"We will not be surprised to see it (seniority) removed, just as it was in the Coal Industry. However in our submission what lies behind seniority from a pilot perspective it becomes clear that there is much to be gained by taking a reasoned approach to re designing the mechanism for re designing the career progression and selection of pilots in he past seniority safety net era.

The coal industry award simplification decision (Print Q1205) should be distinguished as that decision is specific to the coal industry and in that context related to redundancy whereas in this case the seniority provisions relate to career progression and are therefore incidental to skills based career paths.

Guidelines for career progression, position selection and training should be retained be they seniority or some other system as they are incidental and necessary for the effective operation of the award.

The need for workplace flexibility is acknowledged, but there needs to be a balance. There needs to be a device capable of delivering employment security, and maintaining pilot confidence."

Further extensive submissions went to the following matters related to seniority.

- Impact on safety
- Impacts on disclosure
- Transparency
- Reduction in bargaining position
- Nepotism
- Freedom of association
- Loyalty
- Frankness in other proceedings
- The employer view
- Command and management prerogative

In conclusion the submission in relation to seniority states:

"A baseline of protection should be provided together with the capacity to be flexible. In our view our model provides both and should be adopted."

Part 5 of the submission deals with training. In particular the issue of training bonds versus award regulation. The submission states:

"Our position is that as part of a skills based career path provision for training is an allowable matter, and is in any event incidental and necessary to the operation of the award. The training clause has been heavily abbreviated. What does remain in our draft is the stipulation that training costs are met by the employer."

The submission went on to deal with:

- Hours of duty
- Accommodation
- Sick leave
- Facilitative clause

In conclusion the submission stated:

"In our view the draft AFAP 2 represents the minimum safety net standard, given the intent and implication of s89A."

Written submissions in reply were received from Mr Wade and Mr Cavanagh. I have also had regard to them in reaching the conclusions I have.

I turn now to deal with the proposed draft order (exhibit AFAP 2) as amended by exhibits AFAP 3, AMMA 3 and AMMA 4.

Clause 1 - Award title

The draft proposes to change the title from the Pilots (General Aviation) Award 1994 to the Pilots (General Aviation) Award 1998.

The Award title is an administrative clause and is incidental to allowable award matters and necessary for the effective operation of the award under s89A(6). I will adopt clause 1 of AFAP 2 as proposed.

Clause 2 - Arrangement Clause

There are consequential amendments required to the clause as a result of this decision, however, given that an arrangement clause is incidental and necessary for the effective operation of the award under s89A(6) and is administrative, I will adopt the draft clause as amended by this decision. Those amendments will merely re-number the clauses or delete them.

Clause 3 - Definitions

As with clauses 1 and 2, clause 3 is administrative. It is and incidental and necessary for the effective operation of the award under s89A(6). I will adopt the clause with the following amendments:

3.8 will be amended to read as follows: "C.A.O. means civil aviation orders made under subsection 98(4A) or referred to in subsection 98(5) of the civil Aviation Act 1988".

3.15 will be amended as follows: "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.

Clause 4 - Date the Award Starts

As with clauses 1, 2 and 3 this is an administrative clause. It is also incidental to and necessary for the effective operation of the award. As such it is allowable under s89A(6). The terms of the draft clause in AFAP 2 will be adopted with the inclusion of an operative date which will coincide with the date the final orders issue, and remain in force for a period of 6 months.

Clause 5 - Where and Who the Award Covers

This is also an administrative clause and allowable under s89A(6). I will adopt the draft clause as proposed.

Clause 6 - Who is bound by this Award

This is also an administrative clause and allowable under s89A(6). I will adopt the draft clause as proposed.

Clause 7 - Relationship with other Awards

This is also an administrative clause and allowable under s89A(6). I will adopt the draft clause as proposed.

Clause 8 - Enterprise Flexibility Provision

In the Award Simplification Decision (Print P7500) the full bench included an enterprise flexibility provision at attachment D to the decision under "other matters". Enterprise flexibility provisions were found to be allowable. I will adopt the draft clause in AFAP 2 as proposed.

Clause 9 - Posting of Award

In the award simplification decision (Print 7500) at page 28, the full bench stated:

"44. Posting of Award, We have retained the clause because it is incidental and necessary to the effective operation of the Award"

Accordingly I will include a "Posting of Award" clause, however, the draft clause requires amendment to clarify it.

I intend, in order to clarify the clause, to adopt the words used in clause 38 of the proposed order in the Award Simplification Decision (Print P7500).

Clause 10 - Bank of Days

While the full bench in the Award Simplification Decision included a provision at clause 39 of the proposed order, in that case a quantitative entitlement was established i.e. one meeting in any calendar year.

The clause proposed in AFAP 2 does not specify an entitlement. It merely provides that an employer and pilots 'may agree' to establish a bank of days.

Because the draft clause does not specify an entitlement I find that it is a matter of detail or process that is more appropriately dealt with by agreement at the workplace or enterprise level.

I will therefore delete the clause.

In place of the proposed clause 10 I will insert the provision of Exhibit AMMA 3. This exhibit is an index of facilitative provisions which, (when amended to include the detail of the specific clauses) will form what the full bench in the Award Simplification Decision described as a "machinery provision" and as such is allowable under s89A(6). The specific contents of the index will be reviewed in the context of a final order in this matter, to ensure the accuracy of its content.

Clause 11 - Dispute Resolution Procedure

This clause is allowable under s89A(2)(p). I will adopt the draft clause as proposed.

Clause 12 - Anti Discrimination

This clause falls into the category of 'other matters' as described on page 69 of the Award Simplification Decision and is allowable under s89A(6). I will adopt the draft clause as proposed.

Clause 13 - Types of Employment

During the course of proceedings Mr Cavanagh argued initially for the inclusion of a new type of employment, being fixed term pilots. I expressed the view on transcript and do so again here, that the inclusion of such a provision is unnecessary.

However, in light of the fact that such a provision has been included in the Metal, Engineering and Associated Industries Award 1998 by Marsh SDP. I should also point out that in this case, the provision is a new proposal not contained in the existing award.

In the Award Simplification Decision the full bench established principles (the Award Simplification Principles).

Principle 8 of the principles states:

"There is no requirement that an award contain provisions in respect of each of the allowable award matters. Claims for new award provisions may be dealt with by application in the usual way under Part VI of the WR Act."

Whilst I maintain the view that the introduction of the type of employment sought here is unnecessary, as employers have an ability to employ persons for a specific period on a full-time basis or a part-time basis, - (the full-time or part-time basis being the type of employment). The principal reason for declining to include the provision sought here is that no proper basis exists for including it in accordance with the Principles.

Mr Cavanagh also raised concerns about the provision of draft clause 13.3.3 which provides that a part-time pilot is a pilot who, inter-alia has reasonably predictable hours of work.

The thrust of his concerns seemed to be that the words "reasonably predictable" were restrictive. I disagree.

The draft clause proposed is consistent with, and in fact, is less restrictive than the clause contained in the proposed order in the Award Simplification Decision.

I intend to adopt the clause as proposed.

Subject to the amendments I have indicated I will make, I will adopt the balance of clause 13 as proposed. In doing so I note that the clause deals with allowable matters under s89A(2)(r).

Clause 14 - Pilot Duties

This clause is incidental to and necessary for the effective operation of the award under s89A(6). I will adopt the draft clause as proposed.

Clause 15 - Hours of Work

As discussed earlier, Mr Cox tendered an amendment to the draft clause in AFAP 2. It was marked AFAP 3.

AFAP 3 replaces clause 15 in AFAP 2 in its entirety.

The clause is allowable under s89A(2)(b).

Subject to reformatting I will adopt the clause as proposed in AFAP 3.

Clause 16 - Roster

It is allowable under s89A(2)(b). It contains a facilitative provision at clause 16.3. I will adopt the draft clause as proposed.

Clause 17 - Breaks

This is allowable under s89A(2)(b). The draft clause in AFAP 2 is deficient in that the word "except" is missing from the front of the clause. The draft has the effect of increasing the entitlement to both a meal and a break, where the current award clause 42(b) (xiv) specifies either a break or the provision of a meal.

I intend to adopt the current award provision, slightly amended. It will read as follows.

"17. Meal Breaks

17.1 No pilot 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 17.1 will not apply where the pilot is reimbursed in full the reasonable cost of a meal, or in the alternative, provides a meal of a standard acceptable to the pilot."

In this form the clause is allowable under s89A(2)(b), and s89A(2)(j).

Clause 18 - Change of Pilot Category or Classification

The clause is allowable under s89A(2)(a). I will adopt the draft clause as proposed.

Clause 19 - Selection, Career Progression and Training

The parties argued at length about the terms of the draft clause. About the historical importance of seniority or alternatively the restrictive nature of it.

The draft clause is, in my view a creative attempt to retain award provisions which require a seniority based approach.

It is unsurprising that many of the written submissions and submissions in reply went to the issue of seniority. The AFAP in correspondence dated 14 October 1998 went so far as to almost insist upon being given the opportunity to call witness evidence about employer behavior and the need to have a system to regulate it.

It is enough to say that seniority is not an allowable award matter. That much is clear, from decisions of senior members of the Commission. (See Print Q1205, a decision of Boulton J in the Coal Mining Industry (Production and Engineering) Consolidated Award 1997).

While the draft clause purports to relate to career progression, it also makes reference to mode of selection being based, among other things, upon the skill base of pilots during their employment with the company, (19.2), and minimum experience for each aircraft type agreed to between the employer and the majority of employees, (19.3(b)).

After a close examination of the draft and after careful consideration of the submission and the evidence before me I have decided to delete draft sub-clauses 19.1, 19.2 and 19.3.

Sub clauses 19.4, 19.5 and 19.6 relate to training. Training has been decided by Marsh SDP in the Metal Industry Award 1984 (Print P9311) to be an allowable award matter under s89A(6) as a matter which is incidental to an allowable matter and necessary for the effective operation of the Award classification structure.

The current award provides for training in much greater detail than that in the draft sub clauses. These provisions outline the current minimum entitlement in very simple terms.

I will adopt draft sub-clauses 19.4, 19.5 and 19.6 in slightly amended form, however, due to the deletion of sub-clauses 19.1, 19.2 and 19.3 and the removal of any selection criteria from the clause it will be amended, and will read as follows:

"19. Training - Classification

19.1 Where the employer requires a pilot to reach and maintain minimum qualifications for a particular aircraft type, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer.

19.2 Where a pilot fails to reach or maintain a standard required the pilot will receive further re-training and subsequent check. The pilot may elect to have a different check captain on the second occasion.

19.3 Where a pilot fails the second check the pilot may, where practicable, be re classified to the previous or mutually agreed equivalent position.

In this form the clause is incidental to the classification structure contained in clause 32 - classification and salary. As such it is allowable under s89A(6).

Clause 20 - Transfers

This draft clause is incidental to allowable matters and necessary for the effective operation of the award.

In addition to the terms of the draft, Mr Wade tendered exhibit AMMA 4, which is a facilitative clause. There was no objection to the inclusion of AMMA 4 within clause 20.

20.1 Permanent. In general terms the draft clause contains entitlements reimbursement allowances for transfer of pilots from one base to another. The clause therefore deals with an allowable award matter, being allowances, under s89A(2)(j), or matters which are incidental to an necessary for the effective operation of the clause.

However, notwithstanding the above, and the agreement of the parties on the matter, I have decided to delete 20.1.1 as it is not allowable. It refers to matters already deleted from clause 19.

20.2 Temporary. As with 20.1 this clause provides entitlements in the form of allowances, which are allowable under s89A(2)(j) of the Act, or, with the exception of 20.2.2 incidental and necessary for the effective operation of the clause.

20.2.2 is incidental to, and necessary for the effective operation of clause 25.2.2, Parental Leave, which is an allowable matter under s89A(2)(h). I will adopt the clause as amended by this decision.

Clause 21 - Redundancy

The draft clause involves allowable matters. Redundancy pay is allowable under s89A(2)(m). The clause also involves notice of termination provisions and reimbursement allowances in the circumstances of redundancy, which are allowable matters.

I will adopt the draft clause as proposed.

Clause 22 - Termination of Employment

This clause involves an allowable award matter under s89A(2)(n) and matters which are incidental to an allowable matter and necessary for the effective operation of the award.

I will adopt the draft clause as proposed.

Clause 23 - Annual Leave

Annual leave is an allowable award matter under s89A(2)(e).

I will adopt the draft clause as proposed.

Clause 24 - Personal Leave

Personal leave is an allowable matter under s89A(2)(g). The draft clause covers sick leave, bereavement leave and carers leave. The parties, in submissions, sought clarification of that part of the sick leave provision which provides that when a pilot has exhausted sick leave entitlements, the pilot may be granted additional paid sick leave on half pay for a period not exceeding 90 days in any year. I have given serious

consideration to the deletion of this clause as it provides for a discretionary entitlement only and is not a minimum entitlement in terms of the quantum of paid sick leave.

After much consideration I have decided that the clause does involve an entitlement. The entitlement is a minimum entitlement of pilots to have their case considered by the employer. If the provision is deleted the entitlement to have the case considered would be removed.

I will therefore adopt the draft clause as proposed.

Clause 25 - Parental Leave

Parental Leave is an allowable matter under s89A(2)(h). I will adopt the draft clause as proposed.

Clause 26 - Jury Service

Jury service is an allowable matter under s89A(2)(q). I will adopt the draft clause as proposed.

Clause 27 - Long Service Leave

Long Service leave is an allowable matter under s89A(2)(f). I will adopt the draft clause as proposed.

Clause 28 - Payment of Wages

This clause is incidental to and necessary for the effective operation of the Award. It relates to rates of pay which is an allowable matter under s89A(2)(c).

I will adopt the draft clause as proposed.

Clause 29 - Accident Pay

Accident pay has been found by a full bench of the Commission in the CBOA Case (Print P1297) to be an allowance. As such it is allowable under s89A(2)(j). Additionally the clause includes important protection for pilots. I will adopt the draft clause as proposed.

Clause 30 - Penalty Rates

Penalty rates are an allowable award matter under s89A(2)(l). In this instance the clause is more appropriately termed an allowance. Allowances are allowable matters under s89A(2)(j).

In my view it is not necessary to identify this allowance as a "penalty rate". I will therefore delete clause 30 and include the draft clause in the Allowances Clause. This will necessitate re-numbering of the clauses.

Clause 31 - Allowances

This will become clause 30.

As discussed above allowances are allowable under s89A(2)(j). Except for 30.3.5 which offends item 51(6)(a) & (b), I will adopt the draft clause as proposed with the addition of a new 30.6 - Night Operation Allowance. 30.3.5 will be deleted.

Clause 32 - Provision of Pilot Accommodation and Meals

This clause will become clause 31.

The clause currently prescribes the provision of first class accommodation and an allowance to be paid where no first class accommodation is available.

Although the requirement to provide accommodation of a particular standard was found by the full bench in the Award Simplification Decision (Print P7500) to be not allowable, the current clause provides an entitlement in the form of an allowance. I intend to re-draft the clause so that it complies with the requirements of s89A(2)(j) as follows:

"31. Accommodation and Meals Allowance

31.1 When a pilot is required in the course of employment to lay-over away from the pilot's home base, the pilot will be reimbursed all costs necessarily incurred in relation to accommodation and meals.

31.2 When a pilot demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, a pilot, will be paid, in addition to the reimbursement allowance in 31.1, a hard-lying allowance of \$60.00 plus \$14.00 lay-over allowance.

31.3 Where the employer and the pilot agree, an allowance of \$84.50 may be paid in lieu if the allowance in 31.1 and 31.2.

31.4 Where a pilot commences a tour of duty during a meal period and such duty exceeds 30 minutes the following allowances will be paid.

0630 - 0830	\$13.30
1200 - 1330	\$14.90
1800 - 2000	\$34.70

31.5 For each night or part thereof when a pilot is required to camp out, the pilot will be paid \$55.30 camping out allowance. The allowance payable under this sub-clause is in lieu of all other allowances in this clause".

Clause 33 - Classification and Salary

This clause will become clause 32.

The draft clause refers to allowable matters under s89A(2)(a) and s89A(2)(c). However, the clause is affected by a decision of the full bench in the Paid Rates decision (Print Q7661). The parties will be directed to confer on the implementation of that decision in respect to this clause.

Appendix A

The appendix will be deleted.

In conclusion, it must be noted that a full bench of the Commission in the Paid Rates Review Case (Print Q7661) has decided that as part of the review process under Item 51, rates of pay must also be reviewed in accordance with Item 51(4).

While this award does not specify that it is a paid rates award, it is clear that it has not been adjusted in accordance with the Minimum Rates Adjustment Principle in the August 1989 National Wage Case decision.

Accordingly, before this review can be regarded as complete it must be subjected to a review of the rates of pay in accordance with these principles.

The parties are therefore required to meet to agree on draft orders giving effect to this decision and to discuss the review of rates of pay which must now be undertaken as part of the review.

The agreed draft orders giving effect to this decision should not include rates of pay. The draft orders will, however, be the basis of the final order which will issue at the conclusion of the paid rates review.

This award will be listed for conference subsequent to the receipt by the Commission of the draft orders referred to above, which must be received within 14 days of this decision.

BY THE COMMISSION:

COMMISSIONER

Appearances:

D J Cavanagh for Flight West Airlines

L Cox for the Australian Federation of Air Pilots

W Wade for the Australian Mines & Metals Association, appearing on behalf of the Royal Flying Doctor Service, General Aviation Association and British Aerospace Flight Training Australia Pty Limited.

Hearing details:

1998.

Melbourne:

September 7 - 10.

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996

PILOTS' (GENERAL AVIATION) AWARD 1984

(ODN C No. 00018 of 1984)

[Print F6276 [P0059]]

(C No. 00115 of 1998)

Various employees

Airline operations

COMMISSIONER WILKS

SYDNEY, 7 JANUARY 1999

Award simplification

ORDER

A. Further to the decision issued by the Commission on 10 November 1998, [Print Q8606}] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

1. AWARD TITLE

This award will be known as the Pilots' (General Aviation) Interim Award 1998.

2. ARRANGEMENT

This award is arranged as follows:

1. Award title
2. Arrangement
3. Definitions
4. Date the award starts
5. Where and who the award covers
6. Who is bound by this award?
7. Relationship with other awards
8. Enterprise flexibility provisions
9. Posting of award
10. Facilitative provisions
11. Dispute resolution procedure
12. Anti-discrimination
13. Types of employment
14. Pilot duties
15. Hours of work
16. Roster

- 17 Meal breaks
- 18 Change of pilot category/classification
- 19 Training- classification
- 20 Transfers
- 21 Redundancy
- 22 Termination of employment
- 23 Annual leave
- 24 Personal leave
- 25 Parental leave
- 26 Jury service
- 27 Long service leave
- 28 Payment of wages
- 29 Accident pay
- 30 Allowances
- 31 Accommodation and meal allowances
- 32 Classification and salary

Appendix A Respondents list

3. DEFINITIONS

- 3.1 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.
- 3.2 Assignment** means a tour of duty conducted by a pilot operating from other than the pilot's home base without having been transferred.
- 3.3 Calendar day** means all time between midnight (zero hours) and the following midnight (2400 hours).
- 3.4 Casual pilot** means a pilot engaged to perform occasional and/or irregular pilot duties.
- 3.5 Check pilot** means a pilot who is approved by the Civil Aviation Safety Authority 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.
- 3.6 Chief Flying Instructor** means the instructor appointed by a school and approved by the Civil Aviation Safety Authority 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 the Civil Aviation Safety Authority.
- 3.7 Chief Pilot** means the pilot appointed by the employer and who is approved by the Civil Aviation Safety Authority to perform the duties and responsibilities of the Chief Pilot.
- 3.8 Child** means a child of the pilot under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the pilot for the purposes of adoption, other than a child or step-child of the pilot or of the spouse of

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

the pilot or a child who has previously lived continuously with the pilot for a period of six months or more.

- 3.9 CAO** means Civil Aviation Orders made under subsection 98(4A) or referred to in subsection 98(5) of the Civil Aviation Act 1988.
- 3.10 CAR** means Civil Aviation Regulations
- 3.11 Continuous Service** means service will be considered as continuous which includes all approved absences under the award and other employer and pilot agreed absences.
- 3.12 Dead head travel** means all travel performed at the direction of the employer not associated with the actual operation of the aircraft and will be regarded as duty time.
- 3.13 Designated day off** means a day or days on which a pilot is rostered to be free of all duty in their home base or base to which the pilot has been temporarily transferred and will extend from 2200 hours on the day preceding until 0600 hours on the day succeeding such day.
- 3.14 Duty time** means all time on duty in accordance with the CAO's and this award.
- 3.15 First Officer** means a pilot who is appointed as First Officer by the employer and who currently is licensed by the Civil Aviation Safety Authority to act as second or third in command of an aircraft requiring two or more pilots.
- 3.16 Flight Instructor Grade I** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Civil Aviation Safety Authority 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.
- 3.17 Flight Instructor Grade II** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Civil Aviation Safety Authority 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.
- 3.18 Flight Instructor Grade III** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Civil Aviation Safety Authority 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.
- 3.19 Flight time** means time on duty as a crew member in an aircraft and is calculated from chock to chock.
- 3.20 Home base** means the base at which a pilot from time to time is permanently domiciled.
- 3.21 Layover** will mean the continuous period of time in excess of nine hours in every 24 hours period standing alone from the time of commencement of duties that a pilot spends free of duty between consecutive duty periods at a port other than the pilot's home base. For the purpose of this definition a temporary transfer base will be regarded as home base.

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- 3.22 Low capacity RPT** means flying performed as Low-Capacity Airline Operations.
- 3.23 Night operations** means all duty between the hours of 2300 and 0400 hours local time at departure base.
- 3.24 Permanent** means any period in excess of 180 days.
- 3.25 Permanent transfer** means the transfer of a pilot from home base to a new home base for a period of 180 calendar days or more.
- 3.26 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.
- 3.27 Redundancy** when an employer decides that the position held by that pilot is no longer required and this is not due to the ordinary and customary turnover of labour.
- 3.28 Salary** will mean base salaries and additions to base salaries prescribed by clause 32 – Classification and salary of this award.
- 3.29 Senior Instructor** means a pilot who is designated by their employer as Senior Instructor and who is required to carry out duties associated therewith in addition to flying duties.
- 3.30 Sign off time** means the time an operating pilot completes all duties associated with a tour of duty, which unless otherwise agreed to between the parties will be fifteen minutes after the actual arrival where flight duty is involved.
- 3.31 Sign on time** means the actual sign on time for duty by an operating pilot where flight duty is involved which will not be less than 45 minutes prior to the scheduled departure of the flight, (and not less than fifteen minutes in the case of Flight Instructors commencing flight instruction duties), unless otherwise agreed between an employer and the pilot.
- 3.32 Temporary transfer** means the transfer of a pilot from home base to another base for the purpose of being temporarily utilised at that base for a minimum of six days and a maximum of 180 days.
- 3.33 Training Pilot** means a pilot other than a Check Pilot who is appointed to perform route endorsing and or training duties.
- 3.34 The Federation** means the Australian Federation of Air Pilots.
- 3.35 URTI** means Upper Respiratory Tract Infection.

4. DATE THE AWARD STARTS

This award comes into force on 7 January, 1999 and remains in force for a period of three months.

5. WHERE AND WHO THE AWARD COVERS

- 5.1** The award applies in Australia and its Territories. It is also applicable to pilots operating overseas from a base within Australia and its Territories on behalf of the operator.
- 5.2** This award relates to the industry of persons employed as pilots in any capacity whether full-time, part-time or casual in General Aviation excepting Helicopters and Aerial Agriculture operations.

6. WHO IS BOUND BY THIS AWARD?

The award is binding upon each of the employers and/or operators named in Appendix A; each pilot identified in 5.2, and the Australian Federation of Air Pilots.

7. RELATIONSHIP WITH OTHER AWARDS

This award supersedes the Pilots' (General Aviation) Award 1984; Roping- In Awards Nos 1,2 and 3 of 1986; Roping-In Award No 3 of 1987, Roping -In Award Nos 1 and 2 of 1992; Roping-In Award No 1 of 1994 and Roping-In Award No 1 of 1995, relating to employment in the industry covered by this award as specified in 5.2. No right, obligation or liability accrued or incurred under such previous award will be affected.

8. ENTERPRISE FLEXIBILITY PROVISIONS

(See ss.113A and 113B of the Act)

Where an employer or pilots wish to pursue 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:

- 8.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
- 8.2** For the purpose of the consultative process the pilots may nominate the Federation or another to represent them.
- 8.3** Where agreement is reached an application will be made to the Commission.

9. POSTING OF AWARD

This award will be exhibited by each employer on their premises in a place accessible to all employees.

10. FACILITATIVE PROVISIONS

- 10.1** A facilitative provision provides that the standard approach in an award may be departed from by agreement between an individual employer and an employee, or the majority of employees, in the enterprise or part of the enterprise concerned.
- 10.2** The following lists the facilitative provisions and the level of agreement required:

Clause Number	Provision	Level of agreement
3.30	Definition- sign off time	Individual
13.3.3	Types of employment, part-time	Individual
13.3.4	Types of employment, part-time	Individual
15.2.1	Hours of work, reserve time	Majority affected
15.3	Hours of work, periods of duty	Individual
15.4.3	Hours of work, periods free of duty	Individual
15.5	Hours of work, facilitative provision	Majority affected
16.3	Rosters, alteration of duty free days	Individual
20.2.1	Transfers, notice of temporary transfers	Individual
20.3	Transfers	Individual
23.2	Annual leave, day of commencement	Individual
23.3	Annual leave, taking of leave	Individual
23.4	Annual leave, period of leave	Individual
23.7	Annual leave, payment for leave	Individual
23.8	Annual leave, recall to duty	Individual
24.8.3	Personal leave, unpaid leave	Individual
25.2.5	Parental leave, maternity leave	Individual
28.1	Payment of wages	Individual
28.3	Payment of wages, casuals	Individual
31.3	Accommodation and meal allowances	Individual

10.3 Agreements made pursuant to 10.2 will be recorded in writing and be available to every affected employee on request.

10.4 For the purpose of utilising these provisions an employee may nominate the AFAP or another to represent them.

10.5 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 this award.

10.6 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 clause 11 – Dispute resolution procedure.

11. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute, claim or grievance arising in the workplace that involves a provision or arrangement in this award, the procedure will be as follows:

11.1 The pilot and supervisory person will meet and confer on the matter; and

11.2 If the matter is not resolved at such a meeting, the parties will arrange for further discussions between the pilot and a nominated representative, if any, and more senior levels of management;

11.3 If the matter is still not resolved a discussion will be held between the pilot, representatives of the employer and the Federation or other representative of the pilot;

11.4 If the matter cannot be resolved it may be referred to the Commission or a mutually agreed chairperson for resolution;

11.5 While the parties attempt to resolve the matter, work will continue as normal unless a pilot has a reasonable concern about an imminent risk to health and safety.

12. ANTI-DISCRIMINATION

12.1 It is the intention of the respondents to this award to achieve the principal object in S.3(j) of the *Workplace Relations Act 1996* through respecting and valuing diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

12.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

12.3 Nothing in this clause is taken to affect:

12.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

12.3.2 A pilot, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

12.3.3 The exemptions in s.170CK(3) and (4) of the Act.

13. TYPES OF EMPLOYMENT

13.1 General

13.1.1 Pilots under this award will be employed in one of the following categories:

- full-time pilots; or
- part-time pilots; or
- casual pilots.

13.1.2 At the time of engagement an employer will inform each pilot of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Which will include any provision for a probationary period not greater than six months.

13.2 Casual Employment

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- 13.2.1** A casual pilot will be paid per flying hour at the rate of 1/800 of the annual salary at the 3rd year increment prescribed for the class of work performed (including additions to salary). In the case of a casual flying instructor the salary will be based upon the increment level from the date of first employment with that employer. Where the casual flight instructor has not flown for that operator for more than two years, then the first year increment will apply.
- 13.2.2** A casual pilot will be paid in addition to the amount in 13.2.1 an amount of 25 percent for each hour.
- 13.2.3** Casual pilots must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- 13.2.4** On each occasion a casual pilot is required to attend work the pilot is entitled to minimum payment as follows;
- 13.2.4(a)** for a tour of duty or stand by away from the airport up to four hours, a minimum of two hours pay; and
- 13.2.4(b)** A tour of duty or stand by away from the airport exceeding four hours, a minimum of four hours pay.
- 13.2.5** For the purposes of calculation payment is to be calculated for each flying hour or part thereof.

13.3 Part-time pilots

- 13.3.1** An employer may employ part-time pilots in any classification in this award.
- 13.3.2** A part-time pilot is a pilot who works less than full-time.
- 13.3.2(a)** Has reasonably predictable hours of work; and
- 13.3.2(b)** Receives, on a pro rata basis, equivalent pay and conditions to those of full-time pilots who do the same kind of work.
- 13.3.3** At the time of engagement the employer and the part-time pilot will agree in writing, on a pattern of work, which days of the week the pilot will work.
- 13.3.4** Any agreed variation to the regular pattern of work will be recorded in writing.
- 13.3.5** An employer roster a part-time pilot for a minimum of two consecutive flying hours.
- 13.3.6** A pilot who does not meet the definition of a part-time pilot and who is not a full-time pilot will be paid as a casual pilot in accordance with 13.2.

14. PILOT DUTIES

- 14.1** An employer may direct a pilot to carry out such duties as are within the limits of the pilot's skill, competency and training, such duties are not designed to promote deskilling, and are consistent with safety requirements.
- 14.2** An employer may direct a pilot to carry out such duties and use such tools and equipment as may be required provided that the pilot has been properly trained in the use of such tools and equipment.
- 14.3** Pilot duties will include but will not be limited to:
- 14.3.1** Operational duties associated with the preparation for and conduct of a flight, including normal fuelling, refuelling and handling of passenger baggage and/or cargo subject to clause 32 – Classification and salary.
- 14.3.2** Completion of statutory and Company documentation associated with a flight.
- 14.3.3** Necessary maintenance of cabin tidiness consistent with passenger comfort.
- 14.3.4** Where a pilot is employed as a flight instructor, all duties associated with the provision of flight instruction to students.
- 14.4** Pilot duties will be incidental or peripheral to pilotage.

15. HOURS OF WORK

15.1 Flying hours

- 15.1.1** A pilot will not fly and the employer will not roster the pilot to fly as a flight crew member in excess of 900 hours in 365 consecutive days.
- 15.1.2** A pilot will not fly and the employer will not roster the pilot to fly in excess of 100 hours in 30 consecutive days.
- 15.1.3** A pilot will not fly and the employer will not roster the pilot to fly in excess of 30 hours in seven consecutive days
- 15.1.4** A pilot engaged in flight instruction will not be required to exceed six hours of flight instructional flight time in any tour of duty.
- 15.1.5** The employer will not roster a pilot to fly in excess of eight hours flight time in any one tour of duty.
- 15.1.6** The flight time in a tour of duty already commenced may be extended to nine hours.
- 15.1.7** Where an extension occurs the pilot will receive a rest period on the ground of not less than:

- 15.1.7(a) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each fifteen minutes or part thereof by which the pilot's flight time exceeded eight hours; or
- 15.1.7(b) ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which the flight time exceeded eight hours.

15.2 Reserve time

- 15.2.1 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 two hours after being contacted. The employer will specify reserve duty period commencement and finishing times which will be as agreed between the employer and the majority of pilots but the duration of such reserve duty periods will not exceed eleven hours.
- 15.2.2 On any day a rostered tour of duty will not be immediately preceded by or immediately followed by a period of reserve duty.

15.3 Periods of duty

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

15.4 Periods free of duty

- 15.4.1 When a pilot completes the maximum permissible flying or duty hours prescribed in CAO 48 the employer will not require the pilot to perform any further duties whatsoever for the remainder of the relevant period.
- 15.4.2 The employer will ensure that a pilot is rostered at least one weekend off in each 28 day cycle, where practical.
- 15.4.3 A pilot on a temporary assignment away from home base may elect to defer duty-free days. The pilot will receive the deferred days off immediately upon return to home base.
- 15.4.4 A pilot 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.
- 15.4.5 Where a tour of duty, rostered to terminate before 2200 hours on the day preceding the day or days rostered free of duty, is extended by delays so that it terminates after 2200 hours, the pilot will be regarded as having worked on a day

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off. In the above circumstances 15.4.8 applies, except where a pilot receives six or more calendar days free of duty in any fortnight standing alone.

- 15.4.6** Where a tour of duty is cancelled and the pilot 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.
- 15.4.7** If a tour of duty scheduled to commence after 1200 hours is cancelled, and the pilot 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.
- 15.4.8** 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:
- 15.4.8(a)** a substitute duty-free day will be arranged within a month of the day worked; and
 - 15.4.8(b)** the pilot will receive an additional amount of \$67.30 for each day worked.
- 15.4.9** When a pilot on assignment away from home base is not required for duty on any rostered duty day, such day will not be deemed to be a day off.
- 15.4.10** A tour of duty or period of reserve time at home will be preceded by a rest period on the ground of at least:
- 15.4.10(a)** nine consecutive hours embracing the hours between 2200 and 0600 local time; or
 - 15.4.10(b)** ten consecutive hours.
- 15.4.11** When an aircraft is scheduled to arrive at such a time that the pilots would be free of duty not later than 2200. local time and the aircraft is delayed beyond that time, the nine hour rest period prescribed may be commenced up to 2300 local time, provided the succeeding tour of duty does not exceed six hours.
- 15.4.12** An employer will not roster a pilot for a tour of duty in excess of eleven hours. Where a tour of duty has commenced it may be extended to twelve hours.
- 15.4.13** Where an extension occurs the pilot will receive a rest period on the ground of not less than:
- 15.4.13(a)** nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeds eleven hours; or
 - 15.4.13(b)** ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeded eleven hours.

15.4.14 Where a tour of duty already commenced exceeds twelve hours or the flight time exceeds nine hours the pilot will have, at the completion of the tour of duty, a rest period of at least 24 consecutive hours.

15.4.15 Where a pilot has completed two consecutive tours of duty, the aggregate of which exceeds eight hours flight time or eleven hours duty time, and the intervening rest period is less than:

15.4.15(a) twelve consecutive hours embracing the hours between 2200 and 0600 local time; or

15.4.15(b) 24 consecutive hours, if not embracing the hours between 2200 and 0600 local time;

the pilot will have a rest period on the ground of at least twelve consecutive hours embracing the hours between 2200 and 0600 local time or 24 consecutive hours, prior to commencing a further tour of duty.

15.4.16 When an aircraft is scheduled to arrive at such a time that the pilot would be free of duty not later than 2200 local time and the aircraft is delayed beyond that time, the twelve hour rest period may be commenced up to 2300 provided that the succeeding tour of duty does not exceed six hours.

15.4.17 A pilot will not commence a flight and an operator will not roster the pilot for a flight unless during the seven days' period terminating coincident with the termination of the flight the pilot has been relieved from all duty associated with the employment for at least one continuous period embracing the hours between 2200 and 0600 on two consecutive nights.

15.4.18 The employer will not roster a pilot to fly when completion of the flight will result in the pilot exceeding 90 hours of duty of any nature associated with the employment in each fortnight standing alone. For the purpose of this clause, duties associated with a pilot's 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.

15.5 Facilitative provision

Any application to vary the above provisions will be approved by the majority of pilots affected. The variation will be dealt with in accordance with clause 10 – Facilitative provisions.

16. ROSTER

16.1 Rosters of pilots will be compiled to cover fourteen day periods and will be promulgated in writing not less than seven days prior to the commencement of the roster period.

16.2 Each roster will specify in detail each pilot's duty days and duty periods, stand-by duty, reserve duty days and periods free of duty and leave periods.

- 16.3 A pilot's rostered duty-free days may only be altered with the consent of both parties.
- 16.4 A copy of the complete roster will be promulgated on the pilots' notice board prior to the commencement of the roster period.
- 16.5 All alterations to rostered duty will be advised in writing to the pilot or pilots concerned as soon as practicable.

17. MEAL BREAKS

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

18. CHANGE OF PILOT CATEGORY / CLASSIFICATION

18.1 Temporary

- 18.1.1 An employer may require a pilot to carry out flying duties of a different category of classification either within the pilots' home base or at a temporary transfer base.
- 18.1.2 If the relief or temporary transfer involves flying duties of a category or classification attracting a higher level of remuneration and/or employment benefit, the pilot will be paid for all such duties at the applicable higher rate and benefit appropriate to the pilots period of service with the employer for a minimum of one week. Except as stated in 18.1.3, the remuneration rate and benefits will return to the pilots normal rate at the expiry of the relief/transfer or one week, whichever is the latter.
- 18.1.3 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 twelve 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 twelve months.
- 18.1.4 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.

18.2 Permanent

- 18.2.1 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.
- 18.2.2 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.
- 18.2.3 **Transfer to lower paid duties**

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

Under 1 year	3 weeks
Over 1 year but under 3 years	6 weeks
Over 3 years	8 weeks

19. TRAINING - CLASSIFICATION

- 19.1** Where the employer requires a pilot to reach and maintain minimum qualifications for a particular aircraft type in accordance with clause 32 – Classification and salary of this award, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer.
- 19.2** Where a pilot fails to reach or maintain a standard required the pilot will receive further re-training and a subsequent check. The pilot may elect to have a different check captain on the second occasion.
- 19.3** Where a pilot fails the second check the pilot may, where practicable, be reclassified to the previous or a mutually agreed equivalent position.

20. TRANSFERS

20.1 Permanent

- 20.1.1** A pilot who is permanently transferred by the employer will be reimbursed for all reasonable expenses incurred by the pilot for the consequential removal of the pilot, 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.
- 20.1.2** A pilot transferred to a new home base will be reimbursed the costs of appropriate accommodation until the pilot has obtained suitable permanent accommodation and the provision of the reimbursement will be limited to a period of up to two weeks.
- 20.1.3** A pilot will be given no less than 56 days written notice by his employer of an intended permanent transfer, provided that within this period the pilot will be given at least 28 days written notice of the actual date of transfer.
- 20.1.4** Except that the pilot and the employer may mutually agree in a specific case that a shorter period of time represents adequate notice.
- 20.1.5** Where a pilot is permanently transferred he will be granted upon arrival at his new base such period of time, as he requires up to a maximum of five days free of all duty to attend to personal matters arising from his being so transferred.

20.1.6 Duty-free days prescribed by this award will not be used to meet the requirements of this subclause.

20.2 Temporary

- 20.2.1** A pilot who is to be sent on a temporary transfer will be notified as soon as possible in advance, but unless the pilot consents to less notice, this will in no case be later than 48 hours prior to the pilot's scheduled departure from the pilot's home base to commence such transfer.
- 20.2.2** A pilot whose child is due to be born will wherever possible, not be required by his employer to transfer away from the pilot's home base during the two week period immediately preceding the anticipated confinement of his wife and during the two-week period immediately following the birth of the child.
- 20.2.3** On completion of a temporary transfer assignment a pilot will be granted one day free of all duty for each week or part thereof in respect of the pilot's period of transfer at their home base.
- 20.2.4** Until such time as agreed alternative accommodation becomes available the provisions of clause 31 – Accommodation and meal allowances will apply to a pilot on temporary transfer. The cost of such agreed alternative accommodation will be reimbursed to the pilot.
- 20.2.5** Where the temporary transfer is to be for a period in excess of 28 days the employer will reimburse the cost of travel for the pilot's spouse and each dependent child as defined to join the pilot when the agreed alternative accommodation is occupied by the pilot. Excepting that where agreed alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days the pilot will be entitled to reimbursement of the travel and accommodation costs of the pilot's spouse and each dependent child.
- 20.2.6** In the case of a temporary transfer a pilot will be reimbursed any actual reasonable personal expense to which the pilot will be put as a result of such transfer away from the pilot's home base.
- 20.2.7** If a pilot on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either the pilot's expense arrangements or the terms of the pilot's transfer, the pilot will be allowed additional expenses subject to the approval of the employer, and either the pilot or the employer may raise for attention any inadequacy of terms of the transfer.
- 20.3** By agreement at the enterprise between the employer and affected employee/s the provisions contained in this clause may be varied in accordance with the provisions contained in clause 10 – Facilitative provisions.

21. REDUNDANCY

21.1 Severance pay

- 21.1.1** In addition to the period of notice prescribed for ordinary termination in clause 22 - Termination of employment, a pilot whose employment is terminated by reason

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of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
1 year or less	7 working days
More than 1 year and less than 3 years	14 working days
More than 3 years	28 working days

21.1.2 **Week's pay** means the ordinary time rate of pay for the pilots concerned.

21.1.3 The severance payments will not exceed the amount which the pilots would have earned if employment with the employer had proceeded to the pilot's normal retirement date.

21.2 Pilot leaving during notice period

A pilot whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the pilots will not be entitled to payment in lieu of notice.

21.3 Time off during notice period

21.3.1 During the period of notice of termination given by the employer a pilot will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

21.3.2 If the pilots has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the pilots will, at the request of the employer, be required to produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

22. TERMINATION OF EMPLOYMENT

22.1 Notice of termination by employer

22.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer will give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
Less than 1 year	2 week
More than 1 year	4 weeks

- 22.1.2** In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 22.1.3** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 22.1.4** In calculating any payment in lieu of notice, the wages a pilot would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

22.2 Notice of termination by a pilot

- 22.2.1** The notice of termination required to be given by a pilot is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 22.2.2** If a pilot fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

22.3 Time off during notice period

Where an employer has given notice of termination to a pilot, a pilot will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with the employer.

22.4 Qualification on termination

A pilot 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.

- 22.5** Where, at the point of termination, a pilot has accrued under this clause an entitlement to a day or days off, the pilot will receive payment in lieu of such day or days at the normal rate of salary.

23. ANNUAL LEAVE

- 23.1** A pilot on permanent hire will be entitled to 42 consecutive days' recreation leave inclusive of Saturdays, Sundays and public holidays on full salary for each completed year of service, with a right to take two rostered days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.
- 23.2** A period of leave will commence on a Monday unless otherwise mutually agreed.

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- 23.3** Normally leave will be granted and will be taken when it falls due every twelve months from the date on which it falls due or alternatively fifteen months from the date of commencement of the preceding period of leave unless mutually agreed to defer.
- 23.4** Annual recreation leave will be taken in no more than two periods unless otherwise mutually agreed between the pilot and the employer.
- 23.5** In addition to the entitlement to payment under 23.1 of this clause, a pilot when proceeding on recreation leave will be paid in respect of the first four of six weeks recreation leave falling due each year either:
- 23.5.1** a recreation leave loading equivalent to 17.5 percent of the award salary inclusive of allowances and additions to salary prescribed by the award; or
- 23.5.2** the pilot's actual salary inclusive of allowances and additions to salary; whichever amount is greater.
- 23.6** On termination of employment a pilot will be paid fully in lieu of recreation leave:
- 23.6.1** For all untaken recreation leave entitlements that have fallen due in relation to any completed years of service, in accordance with 23.1 of this clause, and the loading specified in 23.5 hereof for each completed year of service; and
- 23.6.2** 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 1/365 of the entitlement in 23.1 for each completed day of employment in respect of which recreation leave has not been granted.
- 23.6.3** The recreation leave loading, as specified in 23.5 of this clause, will be paid in the case of redundancy.
- 23.7** A pilot will be paid in full for the period of leave to be taken prior to commencing such leave unless mutually agreed between the pilot and the employer.
- 23.8** An employer will not be entitled to recall a pilot from recreation leave except by mutual agreement between the employer and the pilot. Where a pilot is so recalled the pilot will be granted two days' recreation leave in place of each such day and the pilot may elect to add such additional entitlements to the balance of this interrupted recreation leave period.
- 23.9** Where a pilot becomes seriously ill during recreation leave, for a period of not less than seven consecutive days the duration of such illness will be counted as sick leave to the extent that the pilot has credited sick leave. Providing that firstly the pilot will advise the employer as soon as practicable after the commencement of the illness and secondly produces proof of illness to the employer within seven days of return to duty.
- 23.10** Every consideration will be given to granting the equivalent substitute recreation leave in the manner requested by the pilot.

24. PERSONAL LEAVE

24.1 Amount of personal leave

24.1.1 Paid personal leave is available to a pilot when the pilot is absent due to:

- Personal illness or injury (sick leave); or
- For the purposes of caring for an immediate family or household member that is sick and requires the pilot's care and support (carer's leave).

24.1.2 The amount of personal leave to which a pilot is entitled depends on how long he or she has worked for the employer and accrues as follows:

Length of time worked for the employer	Personal leave	
	Additional	Cumulative
Less than 1 month	5 days	5
1 month to less than 3 months	1 days	6
3 months to less than 6 months	6 days	12
6 months to less than 12 months	8 days	20
each year thereafter	15 days	

24.2 Sick leave may be taken to the full extent of unused personal leave, subject to the terms of 24.1.2.

24.3 Five days carers' leave is awarded on appointment, with five days every twelve months thereafter. This entitlement is included in, but not additional to personal leave entitlements as shown in 24.1.2.

24.4 Days taken as sick leave, or carer's leave will be debited against the balance of personal leave remaining.

24.5 Personal leave may accumulate to a maximum of 260 days. Of this, up to 260 days sick leave may be taken, subject to the terms of 24.1.2. Up to 90 days carer's leave may be taken, subject to the terms of 24.1.2.

24.6 Sick leave

24.6.1 A pilot on permanent hire who is suffering from a personal illness or injury will at any time be entitled, without deduction of salary, to be absent from work on sick leave to the extent of his sick leave credits which will accumulate as stated in 24.1.2 and 24.5.

24.6.1(a) There will be a maximum accumulation of 260 working days, as provided above, for each pilot.

24.6.2 Additional sick leave related (URTI)

24.6.2(a) In addition to the entitlements under 24.6.1, pilots will be granted up to six days' paid leave per year for disability associated with URTI.

- 24.6.2(b)** The paid leave in this clause is not cumulative.
- 24.6.2(c)** Pilots will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties only or whether the URTI prevents them from performing any work.
- 24.6.2(d)** If the URTI prevents flying duties only the pilot will report for work and will perform ground based duties only.
- 24.6.3(e)** If the URTI prevent any work, the employer may require a medical certificate specifying the nature of the URTI.
- 24.6.3(f)** Where a pilot reports for work and performs ground duties only in accordance with this clause, the entitlement under this clause will not be affected.
- 24.6.4** There is no entitlement to paid leave of absence for any period the employee is receiving worker's compensation payments.
- 24.6.5** The pilot will, as soon as reasonably practicable, inform the employer of his/her inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence.
- 24.6.6** A pilot who has exhausted his accumulated sick leave credits as prescribed in 24.6.1 of this clause but who would otherwise qualify for further paid sick leave may be granted additional leave on half pay for not more than 90 working days in any year of service.
- 24.6.7** Subject to the provisions of clause 24.6.1 and clause 24.6.5 hereof a certificate from a duly qualified medical practitioner will support an application for paid sick leave.
- 24.6.8** An employer will grant paid sick leave to a pilot on the ground of illness without production of a medical certificate to the extent of four days in the aggregate in any year of service.
- 24.6.9** A pilot who has been granted paid sick leave for an illness or injury in respect of which he has consulted a medical practitioner will remain on such leave subject to his entitlements from time to time, until such time as he is deemed to be medically fit in accordance with the relevant CAO's and/or CAR's to resume flying.

24.7 Bereavement Leave

A pilot on permanent hire will be entitled to use up to three days' personal leave including travelling time without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the pilot's spouse, (including the defacto wife or husband with whom the pilot is living), father, mother (including foster/step-parents), sister, brother, child, step-child or parents-in-law.

24.8 Carer's leave

24.8.1 Paid leave entitlement

A pilot other than a casual is entitled to use up to 5 days personal leave each year to care for members of the pilot's immediate family or household who are sick and require care and support. This entitlement is subject to the pilot being responsible for the care and support of the person concerned. In normal circumstances a pilot is not entitled to take carer's leave where another person has taken leave to care for the same person.

24.8.2 Notice required

24.8.2(a) Before taking carer's leave, a pilot must give at least two hours' notice before the pilot's next rostered starting time, unless the pilot has good reason for not doing so.

24.8.2(b) The notice must include:

- the name of the person requiring care and support and the relationship to the pilot;
- the reasons for taking such leave; and
- the estimated length of absence.

24.8.2(c) If it is not practicable for the pilot to give prior notice of absence, the pilot must notify the employer by telephone at the first opportunity.

24.8.2(d) Evidence supporting the claim

- The pilot must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

24.8.3 Unpaid leave

A pilot may take unpaid carer's leave by agreement with the employer.

25. PARENTAL LEAVE

Subject to the terms of this clause a pilot is entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

25.1 Basic Entitlement

25.1.1 After twelve months-continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males,

paternity leave may be taken. Adoption leave may be taken in the case of adoption.

25.1.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

25.1.2(a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;

25.1.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

25.2 Maternity Leave

25.2.1 A pilot will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave, with:

25.2.1(a) A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

25.2.1(b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

25.2.1(c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

25.2.2 Subject to 25.2.1 and unless agreed otherwise between the employer and the pilot, a pilot may commence parental leave at any time within the six weeks immediately prior to the expected date of birth.

25.2.3 Where a pilot continues to work within the six week period immediately prior to the expected date of birth, or where the pilot elects to return to work within the six weeks after the birth of the child, an employer may require the pilot to provide a medical certificate stating that she is fit to work on her normal duties.

25.2.4 Where the pregnancy of an pilot terminates after 28 weeks and the employee has not commenced maternity leave, the pilot may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an pilot is suffering an illness not related to the direct consequences of the birth, a pilot may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

25.2.5 Where leave is granted under 25.2.4, during the period of leave a pilot may return to work at any time, as agreed between the employer and the pilot provided that time does not exceed four weeks from the recommencement date desired by the pilot.

25.3 Paternity leave

- 25.3.1** A pilot will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
- 25.3.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - 25.3.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - 25.3.1(c)** a statutory declaration stating:
 - he will take that period of paternity leave to become the primary care giver of a child;
 - particulars of any period of maternity leave sought or taken by his spouse; and
 - that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

24.4 Adoption leave

- 25.4.1** The pilot will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. A pilot may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the pilot, the adoption of a child takes place earlier.
- 25.4.2** Before commencing adoption leave, a pilot will provide the employer with a statutory declaration stating:
- 25.4.2(a)** the pilot is seeking adoption leave to become the primary care giver of the child;
 - 25.4.2(b)** particulars of any period of adoption leave sought or taken by the pilot's spouse; and
 - 25.4.2(c)** that for the period of adoption leave the pilot will not engage in any conduct inconsistent with their contract of employment.
- 25.4.3** An employer may require a pilot to provide confirmation from the appropriate government authority of the placement.
- 25.4.4** Where the placement of child for adoption with a pilot does not proceed or continue, the pilot will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the pilot's return to work.

- 25.4.5** A pilot will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

25.5 Variation of period of parental leave

Unless agreed otherwise between the employer and the pilot, the pilot may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

25.6 Parental leave and other entitlements

A pilot may in lieu of or in conjunction with parental leave, access other paid leave entitlements, which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

25.7 Transfer to a safe job

- 25.7.1** Where a pilot is pregnant and in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to, the pilot will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 25.7.2** If the transfer to a safe job is not practicable, the pilot may elect, or the employer may require the pilot, to commence parental leave.

25.8 Returning to work after a period of parental leave

- 25.8.1** A pilot will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 25.8.2** A pilot will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of a pilot transferred to a safe job pursuant to 25.7, the pilot will be entitled to return to the position they held immediately before such transfer.
- 25.8.3** Where such position no longer exists but there are other positions available, which the pilot is qualified for and is capable of performing, the pilot will be entitled to a position as nearly comparable in status and pay to that of their former position.

25.9 Replacement pilots

- 25.9.1** A replacement pilot is a pilot specifically engaged or temporarily promoted or transferred, as a result of a pilot proceeding on parental leave.
- 25.9.2** A replacement pilot will be informed of the temporary nature of the employment and of the rights of the pilot who is being replaced.

26. JURY SERVICE

- 26.1** A pilot other than a casual pilot required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received Monday to Friday in respect of the ordinary time they would have worked had they not been on jury service.
- 26.2** A pilot will notify the employer as soon as possible before the date upon which they are required to attend for jury service. Further, the pilot will give the employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

27. LONG SERVICE LEAVE

- 27.1** Long service leave will be granted and taken in accordance with the appropriate State, Territory or Commonwealth Act.
- 27.2** At the request of the pilot the employer may grant the pilot long service leave on half pay for a period not exceeding twice the applicable period.

28. PAYMENT OF WAGES

- 28.1** Salaries of pilots on permanent hire may be paid weekly, fortnightly or monthly by cash or cheque or electronic funds transfer (EFT) or an agreed combination of these, without cost to the pilot. Where payment is made by cash it will be available at a pilot's usual place of duty on the employer's nominated pay date at an established time which will not be later than the time at which a pilot rostered for duty on that day concludes the pilot's tour of duty.
- 28.2** By reason of practicalities a pilot and the employer may agree on an alternative specific arrangement for payment of salary. Where payment is made by cheque or EFT directly into a pilot's account such funds will be cleared and available at the established time on a nominated payday.
- 28.3** The employer's salary procedures will not involve retention of more than three days salary in hand. On the first pay-day occurring during the pilot's employment a pilot will receive all salary relating to duties carried out up to and including the previous day or by agreement an advance approximating salary due.
- 28.4** The salary of a pilot on casual hire will be paid daily or according to a specific alternative procedure mutually agreed but in no case will such procedure be less favourable to the pilot than any procedure established for pilots employed on permanent hire by that operator.
- 28.5** Reimbursement of expense claims will be made within 21 days of lodgment.

29. ACCIDENT PAY

- 29.1** In addition to any statutory entitlement to workers' compensation under statute a pilot will be paid make-up pay.

- 29.2** The amount of make-up pay will be the difference between the workers' compensation entitlement and the amount of salary plus allowances that the pilot would have received had the pilot been at work for the period.
- 29.3** The amount in 29.2 will not apply for the first five or aggregate of five working days of incapacity nor will it apply during any paid leave period.
- 29.4** Make-up pay, where no ascertainable amount is available will be based on the average for the previous three months or lesser period of time which the pilot has been employed.

29.5 Accident pay

- 29.5.1** An employer will provide each of their pilots with accident insurance for a death benefit of not less than \$180 000 over and above any entitlement available under Accident Compensation legislation.
- 29.5.2** The insurance benefit from 29.5.1 of this clause will be paid only to the pilot's nominated dependants or next friend or trustee and a receipt or receipts for the amount insured from such dependant, next friend or trustee will terminate the employer's obligation under this clause.
- 29.5.3** A pilot's entitlement under a superannuation scheme provided by their employer, to a death benefit of not less than an amount prescribed in 29.5.1 will satisfy the objective of this clause.
- 29.5.4** Should an employer's insurer reject a proposal for cover of a pilot under 29.5.1, and should the pilot be able to obtain their own insurance, the pilot will be reimbursed, upon production of a receipt, for expenditure on such insurance up to \$300.
- 29.5.5** Payment under 29.5.4 will be deemed to discharge the employer's obligation in this subclause.

29.6 Pilot indemnity

A pilot 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 pilot's estate. Any claim made by any member of the public, passenger or other person upon the pilot's estate as a result of any accident or happening caused by the pilot 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 a pilot who knowingly performs their nominated duty in a manner contrary to law or the employer's policy.

30. ALLOWANCES

30.1 Provision of transport

30.1.1 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 the pilot's base airport irrespective of time of departure or return. Where a pilot lives in excess of 50 kilometres from their base airport the employer may elect to pay the pilot the allowance of 52 cents per kilometre prescribed in 30.1.3 hereof in lieu of the provision of transport.

30.1.2 Where a pilot stays at any designated place away from home base the employer will provide the pilot with transport, free of cost to the pilot, between the airport and the pilot's place of accommodation and return at the required time.

30.1.3 Private vehicle used on employer's business

30.1.3(a) No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees.

30.1.3(b) Where a pilot agrees to use their private vehicle for the employer's purposes the pilot will be paid an allowance of 52 cents per kilometre.

30.2 Transport allowance

A pilot will be reimbursed an amount of \$4.80 in respect of return travel between the pilot's home and the pilot's home base airport where a pilot signs on for duty or signs off from duty between the hours of 1900 and 0700. This allowance will not be paid to a pilot who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in 30.1.3 hereof.

30.3 Engineering and other duties allowances

30.3.1 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 \$52 for each such inspection.

30.3.2 A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid \$26.50 for each hour or part thereof whilst so engaged in addition to all other entitlements.

30.3.3 In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight carried during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid \$63.30 for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.

30.3.4 Nothing in this clause will be construed to remove the obligations of a pilot to supervise the loading and/or unloading of his aircraft.

30.3.5 Night operations

Pilots who exceed eight night operations as defined in any 28 day duty cycle will be reimbursed \$7.50 for each night operation flown as a personal disability allowance.

30.4 Loss of licence allowance

- 30.4.1** 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 \$700 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.
- 30.4.2** A pilot may request that his employer pay the allowance prescribed in 30.4.1 of this clause direct to the Australian Federation of Air Pilots' Mutual Benefit Fund.
- 30.4.3** Where a pilot employed as a Grade III Instructor has received payment of the amount specified in 30.4.1 of this clause and subsequently terminates his employment. The employer may deduct from monies due to the instructor on termination, such appropriate amount of payment under 30.4.1 as would have applied in respect of the wholly unexpired quarters of the premium year.

30.5 Overseas duty

- 30.5.1** A pilot 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 \$22.70.
- 30.5.2** The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the pilot. 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.
- 30.5.3** Passport and vaccination expenses incurred by a pilot to operate overseas will be reimbursed by the employer.

30.6 Telephone allowance

- 30.6.1** Where an employer requires a pilot to have a telephone at their residence the employer will pay any cost of installation or transfer plus rental and the cost of all business calls. This provision will operate only in respect of one installation per pilot at any one base. The provision of a mobile telephone will satisfy this requirement.
- 30.6.2** Where the employer does not require a pilot to have a telephone the employer will pay the cost of all business calls made on a pilot's personal telephone plus in the case of pilots on permanent hire, other than those engaged as Flight Instructors, 50 percent of rental costs.

30.7 Uniform

- 30.7.1** Where an employer requires a uniform to be worn on duty, the employer will pay an allowance of \$250, payable upon employment and annually.

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- 30.7.2** Where the employer does not provide a uniform an allowance of \$4.70 per week will be paid towards the cost of excessive wear and tear to the pilot's own clothing.
- 30.7.3** This clause will not apply where the employer provides clothing.

31. ACCOMMODATION AND MEAL ALLOWANCES

- 31.1** When a pilot is required in the course of employment to layover from the pilots' home base, the pilot will be reimbursed all costs necessarily incurred in relation to accommodation and meals.
- 31.2** When a pilot demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, a pilot will be paid, in addition to the reimbursement allowance in 31.1, a hard-lying allowance of \$60 plus \$14 lay-over allowance.
- 31.3** Where the employer and the pilot agree, an allowance of \$84.50 may be paid in lieu of the allowance in 31.1 and 31.2.
- 31.4** Where a pilot commences a tour of duty from a layover port during a meal period and such duty exceeds 30 minutes the pilot will be provided with a meal of mutually agreed standard or paid the following allowances:

	Allowance
0630-0800 hours	\$13.30
1200-1330 hours	\$14.90
1800-2000 hours	\$34.70

- 31.5** For each night or part thereof when a pilot is required to camp out, a pilot will be paid \$55.30 camping out allowance. The allowance payable under this subclause is in lieu of all other allowances in this clause.

32. CLASSIFICATION AND SALARY

32.1 Base salaries

32.1.1 Aircraft Classification

Pilots engaged in all operations covered by this award will be paid the following minimum base salary, as follows:

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CAPTAINS

Years of service	Previous Base Salary p.a \$	Safety net Adjustment	New Total Base Salary p.a \$	Safety net Adjustment	New Total Base Salary p.a \$
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Single Engine

UTBNI 1360 kg

1 st year of service	22 366	520	22 886	728	23 614
2nd year of service	22 892	520	23 412	728	24 140
3rd year of service	23 418	520	23 938	728	24 666
4th year of service	23 945	520	24 465	728	25 193
5th year of service	24 466	520	24 986	728	25 714

1360 kg and above

1st year of service	23 761	520	24 281	728	25 009
2nd year of service	24 285	520	24 805	728	25 533
3rd year of service	24 810	520	25 330	728	26 058
4th year of service	25 336	520	25 856	728	26 584
5th year of service	25 861	520	26 381	728	27 109

Multi Engine

UTBNI 3360 kg

1st year of service	27 289	520	27 809	728	28 537
2nd year of service	27 914	520	28 434	728	29 162
3rd year of service	28 541	520	29 061	728	29 789
4th year of service	29 179	520	29 699	624	30 323
5th year of service	29 832	520	30 352	624	30 976
6th year of service	30 493	520	31 013	624	31 637
7th year of service	31 160	520	31 680	624	32 304
8th year of service	31 820	520	32 340	624	32 964

3360 kg UTBNI 5660 kg

1st year of service	28 520	520	29 040	728	29 768
2nd year of service	29 158	520	29 678	624	30 302
3rd year of service	29 811	520	30 331	624	30 955
4th year of service	30 474	520	30 994	624	31 618
5th year of service	31 137	520	31 657	624	32 281
6th year of service	31 802	520	32 322	624	32 946
7th year of service	32 462	520	32 982	624	33 606
8th year of service	33 124	520	33 644	624	34 268

5660 kg UTBNI 8500 kg

1st year of service	30 660	520	31 180	624	31 804
2nd year of service	31 325	520	31 845	624	32 469
3rd year of service	31 986	520	32 506	624	33 130
4th year of service	32 649	520	33 169	624	33 793
5th year of service	33 313	520	33 833	624	34 457
6th year of service	33 977	520	34 497	624	35 121

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7th year of service	34 640	520	35 160	624	35 784
8th year of service	35 306	520	35 826	624	36 450
8500 kg UTBNI 12000kg					
1st year of service	33 274	520	33 794	624	34 418
2nd year of service	33 936	520	34 456	624	35 080
3rd year of service	34 600	520	35 120	624	35 744
4th year of service	35 262	520	35 782	624	36 406
5th year of service	35 928	520	36 448	624	37 072
6th year of service	36 587	520	37 107	520	37 627
7th year of service	37 251	520	37 771	520	38 291
8th year of service	37 916	520	38 436	520	38 956
12000 kg UTBNI 15000 kg					
1st year of service	36 755	520	37 275	520	37 795
2nd year of service	37 416	520	37 936	520	38 456
3rd year of service	38 081	520	38 601	520	39 121
4th year of service	38 741	520	39 261	520	39 781
5th year of service	39 407	520	39 927	520	40 447
6th year of service	40 070	520	40 590	520	41 110
7th year of service	40 730	520	41 250	520	41 770
8th year of service	41 399	520	41 919	520	42 439
15000 UTBNI 19000 kg					
1st year of service	41 107	520	41 627	520	42 147
2nd year of service	41 766	520	42 286	520	42 806
3rd year of service	42 430	520	42 950	520	43 470
4th year of service	43 093	520	43 613	520	44 133
5th year of service	43 758	520	44 278	520	44 798
6th year of service	44 420	520	44 940	520	45 460
7th year of service	45 082	520	45 602	520	46 122
8th year of service	45 746	520	46 266	520	46 786

FIRST OFFICERS/SECOND PILOTS

	Previous base salary p.a \$	Safety net adjustment	New total base salary p.a \$	Safety net adjustment	New base salary p.a \$
Single Engine					
UTBNI 1360 kg					
1st year of service	15 849	520	16 369	728	17 097
2nd year of service	16 190	520	16 710	728	17 438
3rd year of service	16 533	520	17 053	728	17 781
4th year of service	16 874	520	17 394	728	18 122
5th year of service	17 213	520	17 733	728	18 461
1360 kg and above					
1st year of service	16 756	520	17 276	728	18 004
2nd year of service	17 097	520	17 617	728	18 345
3rd year of service	17 436	520	17 956	728	18 684

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4th year of service	17 779	520	18 299	728	19 027
5th year of service	18 120	520	18 640	728	19 368

Multi Engine

UTBNI 3360 kg

1st year of service	19 049	520	19 569	728	20 297
2nd year of service	19 455	520	19 975	728	20 703
3rd year of service	19 862	520	20 382	728	21 110
4th year of service	20 268	520	20 788	728	21 516
5th year of service	20 675	520	21 195	728	21 923
6th year of service	21 080	520	21 600	728	22 328
7th year of service	21 488	520	22 008	728	22 736
8th year of service	21 893	520	22 413	728	23 141

3360 kg UTBNI 5660 kg

1st year of service	19 849	520	20 369	728	21 097
2nd year of service	20 255	520	20 775	728	21 503
3rd year of service	20 662	520	21 182	728	21 910
4th year of service	21 068	520	21 588	728	22 316
5th year of service	21 474	520	21 994	728	22 722
6th year of service	21 881	520	22 401	728	23 129
7th year of service	22 285	520	22 805	728	23 533
8th year of service	22 695	520	23 215	728	23 943

5660 kg UTBNI 8500 kg

1st year of service	21 183	520	21 703	728	22 431
2nd year of service	21 588	520	22 108	728	22 836
3rd year of service	21 994	520	22 514	728	23 242
4th year of service	22 400	520	22 920	728	23 648
5th year of service	22 807	520	23 327	728	24 055
6th year of service	23 213	520	23 733	728	24 461
7th year of service	23 620	520	24 140	728	24 868
8th year of service	24 028	520	24 548	728	25 276

8500 kg UTBNI 12000 kg

1st year of service	22 783	520	23 303	728	24 031
2nd year of service	23 189	520	23 709	728	24 437
3rd year of service	23 596	520	24 116	728	24 844
4th year of service	23 904	520	24 424	728	25 152
5th year of service	24 409	520	24 929	728	25 657
6th year of service	24 813	520	25 333	728	26 061
7th year of service	25 221	520	25 741	728	26 469
8th year of service	25 628	520	26 148	728	26 876

12000 kg UTBNI 15000 kg

1st year of service	24 916	520	25 436	728	26 164
2nd year of service	25 321	520	25 841	728	26 569
3rd year of service	25 729	520	26 249	728	26 977
4th year of service	26 134	520	26 654	728	27 382
5th year of service	26 540	520	27 060	728	27 788
6th year of service	26 947	520	27 467	728	28 195
7th year of service	27 351	520	27 871	728	28 599
8th year of service	27 762	520	28 282	728	29 010

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15000 kg UTBNI 19000 kg

1st y year of service	27 582	520	28 102	728	28 830
2nd year of service	27 987	520	28 507	728	29 235
3rd year of service	28 394	520	28 914	728	29 642
4th year of service	28 802	520	29 322	624	29 946
5th year of service	29 221	520	29 741	624	30 365
6th year of service	29 643	520	30 163	624	30 787
7th year of service	30 074	520	30 594	624	31 218
8th year of service	30 505	520	31 025	624	31 649

32.1.2 Foker- 28 Rates

Pilots employed by Flight West Pty Ltd and engaged on F28 operations will be paid the following minimum annual salary;

	Per annum
	\$
Captain	82 160
First Officer	51 520

The above incorporates the allowances provided under 32.4.1, 32.4.3, 32.4.4.

32.1.3 Additions to salary base

In addition to salary base the following salary components will be paid as applicable:

32.1.3(a) A pilot flying piston engine aircraft engaged on commuter operations will be paid an additional allowance of \$871 per annum;

32.1.3(b) A pilot required to hold and exercise the privileges of a Senior Commercial Pilots' Licence or Airline Transport Pilots Licence by his company or CASA(or who operates under an exemption from holding that licence) - \$2872 per annum;

32.1.3(c) A pilot flying a turbo-prop aircraft - \$3791 per annum;

32.1.4(d) A pilot flying a turbo-jet aircraft - \$6090 per annum.

32.1.4 Pilots who are required to carry out flying using an instrument rating will be paid an additional allowance as follows:

	Per annum
	\$
Command or class 1	3 482
Co-pilot or class 2	2 263
Night VFR or class 4	871

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32.1.5 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 15 – Hours of work of this award.

32.1.6 First Officer/Second Pilot

A First Officer/Second Pilot will be paid the relevant instrument rating under 33.1.4 above where applicable and in addition 65 percent of the amounts specified in 32.1.3 (a), (c) or (d).

32.1.7 Salaries- Flight Instruction

The following additions to the base salary provided in 32.1, for flight instruction.

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

Single engine: grade III single engine charter
grade II single engine charter plus \$1 982 p.a.
grade I single engine charter plus \$3 965 p.a.

Multi engine: grade III multi engine charter
grade II multi engine charter plus \$1 982 p.a.
grade I multi engine charter plus \$3 965 p.a.

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.

32.1.8 Flight instructors will be paid annual increments identical to those prescribed in 32.1.10 hereof on the following basis:

- Grade III covering two years of service with the same employer;
- Grade II covering five years of service with the same employer;
- Grade I covering eight years of service with the same employer.

Grade I instructors engaged on single engine aircraft will be paid annual increments of \$556 for the sixth, seventh and eighth year of service with the employer.

32.1.9 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 \$
1st class or class 1	3 482
2nd class or class 2	2 263
3rd class or class 3	1 744

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4th class or class 4

871

- 32.1.10** An Instructor not being C.F.I. who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of five percent in addition to the salary determined under 32.1.7, 32.1.8 and 32.1.9 above.
- 32.1.11** An Instructor not being C.F.I. 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 five percent of salary per annum applicable to the instructor's years of service.
- 32.1.12** An instructor not being C.F.I. who carries out combined functions listed in 32.1.10 and 32.1.11 will be paid an additional amount at the rate of seven percent per annum applicable to their years of service.
- 32.1.13** 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 the applicable higher rate of remuneration for a minimum period of seven days and will at the same time be entitled to any higher employment benefits applicable to that category.
- 32.1.14** A C.F.I. will be paid the highest of the following payments applicable to the rating of their school:

	%
Private rating school	6
Commercial rating school	8
Instrument rating school	10
Instructor rating school	15

In addition to the salary determined under 32.1.7, 32.1.8 and 32.1.9 above. The above amounts relate to pilot, supervisory and CAO specified duties. These rates are viewed as being the minimum payable and offer the opportunity for negotiation between the C.F.I. and the employer for further remuneration for other managerial functions.

32.1.15 Salaries- General Provisions

The following additions to salary, as specified in 32.1.1, 32.1.2, and 32.1.4, will apply to all pilots, other than those engaged as Flight Instructors.

Where the pilot designated is responsible for:

	10 pilots or more %	11 pilots or more %
A Training Pilot	5	6
A pilot who is designated as Senior Pilot	5	6

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A Check Pilot	7	8
A Check and Training Pilot	8	10
A pilot who is designated as Chief Pilot	8	10
A pilot who is a Check and Training Pilot and is designated Chief Pilot	10	12
A pilot who is a Check and Training Pilot and is designated a Senior Pilot	10	11

BY THE COMMISSION:

COMMISSIONER

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

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APPENDIX A- List of respondents

SCHEDULE A

SCHEDULE OF RESPONDENTS

Organizations

General Aviation Association (Australia)
Metal Trades Industry Association of Australia

Employers

ACT

- Air Le Clerc Pty. Ltd.
- Airport Flying School Cnr Nomad Drive & Widgeon Road CANBERRA AIRPORT ACT 2609
- Australian Wild Life Survey & Conservation 51 Stonehaven Crescent DEAKIN ACT 2600
- Australian Wildlife Tours Pty. Limited T/A Australian Wildlife Surveys and Conservation Service
- Brockway Holdings Pty Ltd (trading as Fairburn Aviation Services)
- Canberra Aero Club
- Canberra Gliding Club Inc.
- Corporate Air Canberra Hangar No 2 CANBERRA AIRPORT ACT 2609
- Dennis, T.G. (trading as Airport Flying School)
- East West Exports Pty. Ltd. T/A Corporate Air Canberra
- Highland Helicopters PO Box 848 FYSHWICK ACT 2609
- Holmes J.D.E Windsore G.R. T/A Fairburn Aviation Service
- Lloydair Pty Ltd
- Vee H. Aviation Pty Ltd

New South Wales

- A.A. Howard & J.H. Trevor-Jones t/as Star Air Charter 73 Gilmour Street KELSO NSW 2795
- A.P. Nicholson P.O. Box 65 WALGETT NSW 2832
- Abalat Pty Ltd
- ABE Jet Charter Pty. Ltd.
- Abrokin Pty Ltd 2/220 The Entrance
- Acraman Holdings Pty. Ltd. T/A Airfarm
- Adams C.W. and S.H. (trading as Col Adams Aerial Services)
- Adventure Air Services Pty Ltd
- Aerial Displays Pty Ltd
- Aero Professional Training Pty. Ltd.
- Aerocare t/as R.M. Robilliard Knox Place

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Aeroflite Central Coast
- Aeromil (Australia) Pty. Ltd. T/A Aeromil Executive Airlines
- Aeropelican Air Services Pty Ltd
- Aerospace Aviation Pty Ltd
- Aerospatiale Helicopters Aust Pty Ltd
- Agricultural Zinc Co. Pty Ltd
- Agro Air Pty Ltd
- Ag-Rotors Pty Ltd
- Air Facilities t/as Arcas Airways Albury Airport
- Airborne Harvest & Wing & Rotor
- Airlink Pty Ltd
- Airspeed Services Pty Ltd
- Airtex Aviation Tower Road BANKSTOWN AIRPORT NSW 2200
- Albury Aircraft Sales and Imports Pty Ltd
- Alcito Pty Ltd 43 Dent Crescent PORT MACQUARIE NSW 2444
- Alford, K.P. (trading as Albatross Air)
- Alpha Air (Sydney) Pty Ltd
- Anthelion Pty Ltd t/as Armidale Airways New England Highway ARMIDALE NSW 2350
- Aquatic Airways Pty Ltd (trading as Aquatic Air)
- Argyle Flight Centre PO Box 208 GOULBURN NSW 2580
- Arnjul Pty Ltd (trading as Capital Jet)
- Asarku Pty. Ltd. T/A Dormers Air Service
- Ashendon, L.A. (trading as IML Aerial Advertising)
- Aurora Aviation Academy Aerodrome TOCUMWAL NSW 2714
- Austirex International/World Geoscience Corp Ltd. 27 Merriwa Street GORDON NSW 2072
- Australasian Conference Assoc. Ltd
- Australasian Conference Association Ltd t/as Avondale Flying School Avondale College 148 Fox Valley Road WAHROONGA NSW 2076
- Australian Aerial Photographics Pty Ltd
- Australian Broadcasting Commission
- Australian Flying Training School)
- Australian Jet Charter Pty Ltd
- Auto Brake Pty Ltd
- Aviation Centre Flight 444 Marion Street BANKSTOWN NSW 2200
- Aviation Centre Pty Ltd
- Aviation Corporate Services Pty. Ltd. T/A Hoxto Park Aero Centre
- Aviation Developments Pty Ltd (trading as Avdev Airlines of Australia)
- Aviation Industries Pty Ltd (trading as Aerial Agriculture)
- Avtex Air Services Pty Ltd Hangar 501 Ower Road BANKSTOWN AIRPORT NSW 2220
- Axer Pty Ltd (trading as Aircair Aviation)
- Axis Aviation Pty Ltd 31 Kinghorn Street NOWRA NSW 2541
- Backhouse N.C. T/A Backhouse Aviation
- Ballina Air Services PO Box 521 BALLINA NSW 2478
- Balloon Adventures Pty Ltd Kingswood Road ORCHARD HILLS NSW 2748
- Balloon Flights Aust Pty Ltd 2/40 Robert Street ROZELLE NSW 2023

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- Balloon Sunrise Pty Ltd 332 Darling Street BALMAIN NSW 2041
- Balzer, R. (trading as Arrow Air Service)
- Banana Coast Balloons PO Box 1126 COFFS HARBOUR NSW 2450
- Bankstown Helicopters Bankstown Heliport Marion Street BANKSTOWN AIRPORT NSW 2200
- Barmount Holding Pty Ltd (trading as Rural Air)
- Barry Muir Waters (trading as Lismore Flight Centre)
- Bathurst Soaring Club Pipers Airfield ELLINTON NSW 2795
- Beaconvale Service Stations Pty Ltd (trading as Rex Flight Centre)
- Biggs G.N. & Nicholls A.J. T/A Sky-ads
- Birss Nees T/A Batemans Bay Airways
- Birss Nominees Pty Ltd t/as Batemans Bay Airlines Aerodrome Road MORUYA NSW 2537
- Bivuku Pty Ltd t/as Liverpool Flying School Aerodrome Hoxton Park Aerodrome HOXTON PARK NSW 2171
- Blayney Air Farmers Pty Ltd
- Booth, C.P. and P.L. (trading as Wollongong Flight Training Centre)
- Bourke Flying Club
- Brewsett Pty Ltd (trading as Bourke Aerial Spraying)
- Brunton, M.D. and V.B. (trading as Orana Aviation)
- Burke F.W. & P.M. T/A Agricultural Aviation
- Burke F.W. and P.M. (trading as Agricultural Aviation)
- Burns Aviation Pty. Ltd. T/A Burns Aviation Aerial Photographics Division
- Burns R.S.
- Cabolo Pty. Ltd. T/A Airtex Aviation
- Camback & Hennessy Pty. Ltd.
- Camden Aero Club
- Camden Aviation Pty Ltd
- Campbell, G.W.
- Campbell, K.M. and L.A. (trading as Argyll Aviation)
- Central Coast Soaring Club Ltd
- Central Western Air Spray (Forbes) Pty Ltd
- Channel Ten 10 United Telecasters Sydney Ltd 44 Bay Road ULTIMO NSW 2007
- Charles H Martin Helicopters t/as National Helicopters 81 Hunter Street HORNSBY NSW 2077
- Charter Flight Centre Pty Ltd PO Box 202 CAMDEN NSW 2570
- Chief Pilot PO Box 265 TOUKLEY NSW 2263
- Chieftain Aviation Pty Ltd
- Child Flight Incorporated Pymont Bridge Road CAMPERDOWN NSW 2050
- Civil Air Training Academy Limited
- Cleary Bros Pty Ltd (trading as C.B. Air)
- Clyde Agriculture Limited 8 Spring Street SYDNEY NSW 2000
- Coffs Harbour & District Aero Club PO Box 305 COFFS HARBOUR NSW 2450
- Coffs Harbour and District Aero Club Ltd
- Coffs Harbour Helicopter Service PO Box 1924 COFFS HARBOUR NSW 2450
- Colbinra Transport Pty Ltd 306 Hight Street MAITLAND NSW 2320
- Commercial Aviation Pty Ltd

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- Como Air Services Suite 502 83 York Street SYDNEY NSW 2000
- Concordia Gliding Club
- Cooke G.L. & M. T/A Southern Tablelands Aviation
- Coombs, R.J.
- Co-Operative Limited Hangar Lake Keepit Soaring Centre KEEPIT DAM NSW 2340
- Co-Operative Limited PO Box 9 NEWCASTLE NSW 2300
- Corowa Gliding Club
- Corporate Air Services Pty Ltd
- Cosier, R.W. (trading as Wellington Aviation)
- Cotton Aviation PO Box 578 NARRABRI NSW 2400
- Coventry, P.P. and B.I. (trading as Monaero Charters)
- Crane Air Pty. Ltd.
- Cronberger E.J. Pty. Ltd.
- Crone, Donald and Assoc. Pty Ltd (trading as Coral Ayer Executive Flight Services)
- Crop Equities Pty Ltd (trading as Cropair)
- CSR Ltd
- Cudegong Soaring Pty. Ltd. C/- Mathews, Dooley and Gibson
- Cullen, L.M. (trading as Penrith Air Charter)
- D. & L. Siewert Ceilings and Partitions Pty. Ltd.
- Dasy Avionics Pty Ltd PO Box CP40 CONDELL PARK NSW 2200
- Deen and Schafer, M.N. and P.J. (trading as Grafton Air Charter)
- Demarco, E. (trading as Sapphire Aviation)
- Demcross Pty Ltd 2/5 Redleaf Avenue WAHROONGA NSW 2076
- Department of Main Roads
- Derwent Lodge Pty Ltd t/as Derwent Aviation Service P.O. Box 839 GOULBURN NSW 2580
- Desailly, F.C.
- Donaghue J.T. & Sons Pty. Ltd. T/A Donaghue Executive Charter
- Donair Pty Ltd
- Donald Air Services Pty Ltd PO Box 434 WALGETT NSW 2832
- Douglas Air Pty Ltd P.O. Box 99 TOCUMWAL NSW 2714
- Douglas Helicopters Pty. Ltd.
- Dubbo Flying School PO Box 126 DUBBO NSW 2830
- Dunn G.W. T/A Aerial Ads
- Duslark Pty Ltd 5 Sylvia Crescent ARMIDALE NSW 2350
- E.J. Cronberger Pty Ltd
- Eagle Airways Pty Ltd
- East Coast (Commuter) Airlines Ltd (trading as Tamair and Airfarm Associates)
- Edward Jones t/as Exploration Transport Services PO Box 224 BEXLEY NSW 2207
- Edwards, W.J. (trading as Glen Innes Air Taxi)
- Electricity Commission of NSW
- Ellaroo Pty Ltd (trading as J.B. Air Charter)
- Elliot Aviation Pty Ltd 1 Ingleburn Road LEPPINGTON NSW 2171
- Erwin, J.W. (trading as Erwin Air)
- Eykamp, Roy David "Medway" Spring Ridge Road QUIRINDI NSW 2343

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- F. Lindsay Investments Pty Ltd (trading as Bankstown Aerial Charter Service and The Fahey, F.G. and C.V. (trading as Fred Fahey Aerial Service)
- Farco Air Pty Ltd
- Fisher, Ronald M. and Assoc. Pty Ltd
- Flight Facilities (Merimbula) Pty Ltd
- Flight Simulators (Aust) Pty Ltd t/as Bankstown Air Services 606 Airport Avenue BANKSTOWN NSW 2200
- Fly Direct Pty Ltd PO Box 4 BANKSTOWN NSW 2200
- Forbes Soaring and Aero Club Ltd
- Forest Air Helicopters Pty Ltd PO Box 315 LAVINGTON NSW 2641
- Fyvolt Pty. Ltd. T/A Central Coast Airlines
- G.J. & J.D. Kerr t/as Balloon Joy Flights 81 Gaskill Street CANOWINDRA NSW 2840
- G.W. Campbell Flying School t/as M.J. Loughlan Aerodrome MUDGEE NSW 2850
- Gaeme Pty Ltd (trading as Aero Professional Training)
- Garmsar Holdings Pty Ltd 10 Nadine Close CHERRYBROOK NSW 2126
- General Aviation Air Freighters Pty Ltd
- GG & NG 450 Charlotte Street DENILQUIN NSW 2710
- Gilgandra Aero Club
- Gilmaro Pty. Ltd. T/A Barry Abbott Aerial Services
- Glenn, R.J.
- Goddard, J.A. and M.I. (trading as John Goddard Agricultural Services)
- Goulburn Air Charter PO Box 426 GOULBURN NSW 2580
- Goulburn Air Service Pty Ltd
- Goulburn Gliding Group Pty Ltd
- Gowing, J.E.D. (trading as Kempsey Aviation)
- Grafton Gliding Club Co-op Ltd
- Gravitis, P.J. (trading as Aerocharter Australia)
- Green, J.F.
- Greenbah Pty Ltd (trading as Greenbah Flying Service)
- Greenthorpe Gliding Club Co-op Ltd
- Gretwood Pty Ltd
- Griffith Aero Club
- Gwydir Air Charter Pty Ltd
- H.J., H.G. & H.J. Denison t/as Ciel Charter P.O. Box 548 BOWRAL NSW 2576
- Harmer L.R. & L.P. T/A Harmers Transport
- Hawker De Havilland (Aust.) Pty Ltd
- Hawker Pacific Pty Ltd (trading as Hoxton Park Flying School)
- Hawkesbury Helicopter Service Pty Ltd 9 Thomas Avenue ROSEVILLE NSW 2069
- Hazair Agricultural Services (trading as Albury Pty Ltd)
- Hazair Holbrook Pty Ltd
- Hazelton Air Services Pty Ltd
- Heli-Aust. Pty Ltd
- Helicopter Aviation Services Pty. Ltd.
- Helicopter Charter Pty. Ltd.
- Helicopter Rescue Service Pty Ltd PO Box 822 LISMORE NSW 2480

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- Helicopter Service Centre Pty Ltd
- Heli-crews Air Services Pty. Ltd.
- Heliflite Pty Ltd
- Heliflite Training School Marion Street BANKSTOWN AIRPORT NSW 2200
- Heli-Scene Bld 486 Bankstown Airport BANKSTOWN NSW 2200
- Henry, R.J. and S.J. (trading as Riverinair)
- Herford Holdings Pty. Ltd. T/A Brolga Air
- Hill and Hunt, R.M. and N.J. (trading as Air Eastern)
- Hoad, P.V. (trading as Regalair)
- Hopkins, C. (trading as Pink Helicopters)
- Hunter Region SLSA Helicopter Rescue Service Ltd P.O. Box 20 BROADMEADOW NSW 2292
- Hunter Valley Gliding Club Co-op. Ltd.
- Hunter-Air Pty Ltd Cessnock Aerodrome CESSNOCK NSW 2325
- Huttley, N.A.
- Illawarra Flying School Pty Ltd
- Ilreserve Pty Ltd t/as Splitters Creek Airlines 558 Kiewa Street ALBURY NSW 2640
- In Tours Australia Pty Ltd 2 Kinka Road TERREY HILLS NSW 2084
- Inghams Air Services Pty Ltd
- J. & R. Wild Pty. Ltd.
- J. Smit and Sons Contracting Pty Ltd
- J.& R. Aircraft Sales Pty Ltd 52 Fitzpatrick Street REVESBY NSW 2212
- J.B. & M.D. Chenault t/as Gemair P.O. Box 102 LIGHTNING RIDGE NSW 2834
- J.B.A. Aviation Pty Ltd
- J.F. Crowther & B.J. Kelly t/as Airleander P.O. Box 179 SOUTH LISMORE NSW 2480
- J.F. Green t/as Seaview Aviation P.O. Box 3 LORD HOWE ISLAND NSW 2898
- J.P. Connelly t/as Air Tyagarah P.O. Box 586 MULLUMBIMBY NSW 2482
- Jadili Pty Ltd (trading as Albury Agricultural Spraying)
- Jakair Pty Ltd
- John H. Williams Aviation Pty Ltd
- Joroda Pty Ltd PO Box 342 SCONE NSW 2337
- Josoni Pty Ltd
- K.S. Easter Holdings Pty Ltd (trading as Easter Airways)
- K.S. Stanley t/as Easter Airways Newcastle 8 Oakdale Road GATESHEAD NSW 2290
- K.W. Monk Equipment Pty Ltd t/as Corporate Airlines (Corpair) 11 Cumberland Avenue COLLAROY NSW 2097
- Katies Limited
- Keely and Crowther, B.J. and I.F. (trading as Airleander)
- Kelara Pty Ltd RMB 81 "Euroka" VIA KEMPSEY NSW 2440
- Kempsey Pilot Training Kempsey Aerodrome Aerodrome Road ALDAVILLS VIA KEMPSEY NSW 2440
- Kempsey-Macleay Gliding Club
- King, K.L. (trading as Blue Mountains Air Charter Co.)
- Knight, D.H. (trading as Knight-Air)
- Koomeela Australia PO Box 221 MAITLAND NSW 2320

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- Kosciusko Helicopters Pty Ltd PO Box 925 COOMA NSW 2630
- Kylame Pty Ltd 86 South Boambee Road COFFS HARBOUR NSW 2450
- L.M. & A.S. Hindry t/as IMC Aviation Hangar 501 Tower Road BANKSTOWN AIRPORT NSW 2200
- Lake Keepit Soaring Club
- Lightning Ridge Air Charter Pty Ltd
- Lightning Ridge Gliding Club
- Lismore Flight Centre PO Box 89 SOUTH LISMORE NSW 2480
- Liverpool Flying School Hoxton Park Aerodrome P.O. Box 4 HOXTON PARK NSW 2171
- Logan Air Services 624 Desoutter Road BANKSTOWN NSW 2200
- Losave Pty Ltd t/as Vintage Aircraft Owners PO Box 284 CAMDEN SOUTH NSW 2570
- Loughnan, M.J.
- Lyons, K.R.N. and B.W. (trading as Advanced Aviation Training)
- Lytoxu Pty. Ltd. T/A Dormers Air Services
- M. Matula Investments Pty Ltd t/as Jedda Aviation 124 Beecroft Road BEECROFT NSW 2119
- M.J. & M.G. Sutton t/as Balloon Away P.O. Box 39 CANOWINDRA NSW 2840
- Macintyre Air Services Pty Ltd
- Mackenzie Air Service Pty Ltd
- MacKnight Nominees Pty Ltd (trading as MacKnight Airlines)
- Malmet (Qld) Pty Ltd PO Box 373 LEETON NSW 2705
- Manberry Pty. Ltd. T/A Whitworth Aviation
- Manning River Aero Club Ltd
- Maria, J.D. and S.R. (trading as Tim Aria Aerial Crop Services)
- Mashona Air Pty Ltd
- Masling Rotor Wing Pty Ltd PO Box 511 COOTAMUNDRA NSW 2590
- Maxwell Kevin "Laidlaw" GARAH NSW 2405
- McCarthy C.E. & H.J.
- McGlone R.J. & S.D.
- McIntosh, E.J. and A.
- McIver, L.J and P.D. (trading as McIver Aviation)
- Merimbula Air Services Pty Ltd PO Box 66 PAMBULA BEACH NSW 2549
- Mexted G.J. T/A Riverina Airwork
- Mid Darling Aviation "Newfoundland" LOUTH NSW 2840
- Mol, Pieter (trading as Air Centre, Albury)
- Monarch Air Services Pty Ltd 482 Airport Avenue BANKSTOWN AIRPORT NSW 2200
- Moree Air Services Pty Ltd
- Moree Airways Pty Ltd t/as Gwydir Air P.O. Box 302 MOREE NSW 2400
- Moree Helicopter Service PO Box 851 MOREE NSW 2400
- Moruya Aero Club
- Mr. Chauvanist Pty. Ltd. T/A Leed Helicopters
- Mungindi Aerial Services Pty Ltd
- Murdoch, G.G. and N.G.
- Murray Border Flying Club Ltd
- Murwillumbah Aero Club Ltd

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- N.D. Howe P.O. Box 141 DUBBO NSW 2830
- Nagari Pty Ltd t/as Qld Helicopters Hangar 464 BANKSTOWN NSW 2200
- Namoi Flight Centre t/as Vaneme Pty Ltd 69 Maitland Street NARRABRI NSW 2390
- Namoi Soaring Club Ltd
- Namoi Valley Air Spray Pty Ltd
- Narrabri Aero Club (trading as Namoi Aero Club)
- Narromine Soaring Centre
- Narromine Soaring Centre PO Box 77 NARROMINE NSW 2821
- National Helicopters t/as Charles H. Martin Helicopters 81 Hunter Street HORNSBY NSW 2077
- National Parks & Wildlife Service 43 Bridge Street HURSTVILLE NSW 2200
- Nationwide Aviation Space Academy of Australia Limited
- Nautilus Air Services PO Box 499 NARRABEEN NSW 2101
- Navair Sales Pty Ltd
- Neatac PO Box 596 INVERELL NSW 2360
- Needham Aviation Pty Ltd (trading as Port Macquarie Flying School)
- New England Aerial Topdressing Pty Ltd
- New England Air Training and Charter Pty Ltd
- New World Aviation Pty Ltd
- Newela Pty. Limited T/A Suncoast Air Charter
- Nicholson's Air Service Pty Ltd
- Norris and Smith, R.C. and G.O. (trading as Sun Sign Banner Sales)
- North Coast Air Charter Pty Ltd
- North West District Flying School
- Northern Region SLSA Helicopter Rescue Service Pty Ltd 128 The Grand Parade BRIGHTON LE SANDS NSW 2216
- Northern Rivers Aero Club
- NSW Police Aero Club
- NSW Police Department - Police Air Wing Disaster and Rescue Branch
- O'Brien Aerial Services Pty Ltd
- Orana Soaring Club
- Orange Air Pty Ltd
- Outback Air Charter PO Box 360 WALGETT NSW 2832
- Oxbara Pty. Ltd. T/A Cooma Air Travel
- Oxley Airlines Pty Ltd
- P.J. Cole Pty Ltd 148 Fitzroy Street DUBBO NSW 2830
- Pacific Aviation Pty. Ltd.
- Pacific Orient Airlines Pty. Ltd.
- Par Avion Airlines Pty. Ltd.
- Parkes Aero Club Ltd
- Parkes Aviation Pty Ltd
- Pay's Air Service Pty Ltd
- Pay's Spraying Pty Ltd
- Pearce S.K. Pty. Limited T/A Arcas Airways
- Pearce, S.K. Pty Ltd (trading as Arcas Airways)
- Pel Air Pty. Ltd.

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- Penny Arcade Pty. Limited T/A Air Hibiscus
- Peters, K.H. (trading as Peters Aviation)
- Phillips, W.G.V. and G. (trading as Gunspray)
- Pipeline Authority
- Poates Air Services Pty Ltd
- Poirrier, B.P.
- Polain, Trevor-Jones and Cox, C.J., J.H. and W.L. (trading as Star Air Charter)
- Potts & Wright Pty. Ltd. T/A Gulfland Tours
- Powell, Bennett, K.S.A., E.W. and H.G. (trading as Dubbo Flying School)
- Premiar Aviation Pty Ltd (trading as Kendell Airlines)
- Proclaim Copyright Pty Ltd (trading as Aerial Tours)
- Professional Aviation Maintenance Pty. Ltd. T/A Pacific Coast Helicopters
- Professional Pilot (Training & Charter) PO Box 209 CESSNOCK NSW 2325
- Pugeru Pty. Ltd. T/A Townsends Helicopter Training School
- Purcells Pty Ltd
- Qasco Pty Ltd
- R.A. Baxter (Joinery) Pty Ltd and W.R. Norris Pty Ltd, (trading as Wollongong Air)
- R.A.V. Helicopters Pty Ltd
- R.E. & A. Watts PO Box 433 ULLADULLA NSW 2539
- R.E. & A. Watts PO Box 439 AVALON NSW 2107
- R.W. and G. Harvey Pty Ltd
- R.W.V. Enterprises Pty Ltd
- RAAF Wagga Flying Club
- RAAF Williamstown Flying Club
- Radio 2UE Sydney Pty. Ltd.
- Raffles and Vaughlan, B.A. and R.A. (trading as R.A.V. Aviation)
- Rarubi Pty Ltd
- Rebel Aerial Agriculture Pty Ltd
- Rebel Air Pty Ltd
- Red Baron Scenic Flights Pty Ltd
- Rees Chartering Pty Ltd
- Rescue Service Limited PO Box 20 BROADMEADOW NSW 2292
- Rethelber Pty Ltd
- Rex Aviation Ltd
- Rex Flight Centre PO Box 168 BANKSTOWN NSW 2200
- Richmond Aviation (Ballina) Pty Ltd
- Robertson, C.M. and G.L. (trading as Narromine Aviation)
- Robilliard, Robert Milne
- Ron Thorp Pty Ltd (trading as Inverell Airlines)
- Ross Investments Pty Ltd
- Rotor Work Pty Ltd
- Rotorway Australia Pty Ltd 33 Buwa Street CHARLESTOWN NSW 2290
- Royal Aero Club of New South Wales
- Royal Flying Doctor Service of Aust. (NSW section)
- Royal Newcastle Aero Club

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- Royans Truck and Trailer Repair Pty Ltd (trading as Royans Executive Air Charter)
- Rural Air 224 Punch Street GUNDAGAI NSW 2722
- Rural Helicopters (Aust.) Pty Ltd
- Ruth E. Wilson Enterprises Pty Ltd t/as Bay Balloons Lot 2 Coopers Shoot VIA BYRON BAY NSW 2481
- Rye, R.A. and P.M., Leslie W.F. and Phillips E.T. (trading as Cooma Air Travel)
- S.W. Cuyten 4 Saywell Street CHATSWOOD NSW 2068
- Salmarti Pty Ltd (trading as Airborne Harvest)
- Sampson, S.C. and R.E. (trading as Cobar Charter Service)
- Sapphire Aviation 244A High Street COFFS HARBOUR NSW 2450
- Schofields Flying Club Ltd
- Scholfield A.J. & C.A.
- Scout Assoc. of Australia, New South Wales Branch
- Seaspan Pty. Limited
- Sekel, R. (trading as Boulevard Air Services)
- Sellwell Pty Ltd (trading as Hunter Air Service)
- Shamview Pty. Ltd. T/A Skywriting Company of Australia
- Singh's Ready Mixed Concrete Pty Ltd (trading as Singh's Executive Air Charter)
- Singleton Air Services Pty Ltd
- Sky-Ads 8 Durigan Place BANORA POINT NSW 2486
- Skysigns 108 Argyle Street CAMDEN NSW 2570
- Skywide Air Charter t/as Taufan Inc Pty Ltd P.O. Box 690 MOREE NSW 2400
- Skywise Aviation Pty. Ltd.
- Smith Air Pty Ltd
- Smith G.O. & L.J.
- Smith, J.S. and L.K. (trading as Tablelands Air Service)
- Smith, K.R. and J.A. (trading as Hazelton Air Services (Warren))
- South Coast Aero Club
- South West Pacific Helicopters Pty Ltd
- Southern Airlines & Charter Pty Ltd Hangar 276 Airport Avenue BANKSTOWN AIRPORT NSW 2200
- Southern Cross Gliding Club Limited
- Sticka, G.J., I.J. and V. (trading as Argyle Flight Centre)
- Stillwell Aviation (A'asia) Pty. Limited
- Strickland Skyways Pty Ltd
- Submarine & Surface Blasters Pty Ltd t/as Danlande Aviation Mount Thorley Road MOUNT THORLEY NSW 2330
- Summerland Aero Services Pty Ltd
- Sun Sign Banner Sales 1 Owen Close THORNTON NSW 2322
- Sutcliffe, J. (trading as Skysigns)
- Swift Airlines Pty Ltd
- Sydney Airways Pty Ltd
- Sydney)
- Symons Nominees Pty Ltd
- Tableland Topdressing Pty Ltd "Yarraman" Arundel Drive ARMIDALE NSW 2350
- Tail Skid Airlines t/as A.J.T. & S.J. Pitcher P.O. Box 1968 GRIFFITH NSW 2680

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- Tamworth Regional Flight Centre T/A Quirindi Flight Centre
- Tapps, G.S. and J.M. (trading as Tapps Aviation)
- Taree Pilot Training PO Box 414 TAREE NSW 2430
- Taylor, W. (trading as Central West Aviation Service)
- Taymab Pty Ltd PO Box 1633 COFFS HARBOUR NSW 2450
- Thana Pty Ltd (trading as Cobden Airways)
- The Australian Air League
- Thomas T. Air Transport Systems Pty Ltd
- Thompson Agricultural Aviation Pty Ltd
- Thorp Air Tours of Australia PO Box 578 INVERELL NSW 2360
- Tipperary Aviation Pty Ltd Tipperary Developments Pty Ltd 67 Castlereagh Street SYDNEY NSW 2000
- Tjong, R.T.T.
- Tucker, R.H. and N.M. (trading as Byron Air Charter)
- Tumbarumba Gliding Club
- Tumut Aero Club Ltd
- Twynam Shipping and Aviation Pty Ltd
- Tylmore Pty. Ltd. T/A Aerial Agriculture
- United Pacific Airlines Pty Ltd
- Ventura Trading Company t/as Capricorn Air P.O. Box 210 DURAL NSW 2158
- Viewlands Holdings Pty. Ltd. T/A Tablelands Air Service
- W.G.S. Davidson t/as Heli-Scene "Werai" FORBES NSW 2871
- Wagga Wagga Gliding Club Ltd
- Wagga Wagga Gliding Club Ltd PO Box 723 WAGGA WAGGA NSW 2650
- Walcha Aerial Services Pty Ltd "Wanderriby" WALCHA NSW 2354
- Wan See Company T/A Rebel Air, Flight Facilities Mascot NSW 2020
- Waratah Air Services Pty Ltd
- Warnervale Air Pty Ltd
- Water Wings Pty Ltd
- Waterhouse, W.T. (trading as Nepean Helicopters)
- Waugh and Josephson Pty Ltd
- Westair Air Charter Pty Ltd
- Westan Airlines Hangar 299 BANKSTOWN AIRPORT BANKSTOWN NSW 2200
- Western (NSW) Airlines Pty Ltd
- Westfield Limited 100 William Street SYDNEY NSW 2000
- Whanair Pty. Limited
- White, A.D. (trading as The White Aviation Co.)
- White, T.J.
- Wiktor Maria Pty Ltd
- Wilkes, Warren John (trading as Austavia)
- Willis, A.S. and L.M. (trading as Willis Air Charter)
- Wilson Aviation Pty Ltd
- Wings Australia Pty Ltd
- Wollongong Gliding Club Ltd
- Wrenford B.B. & R.H. T/A Alpine Soaring Jindabyne
- Wrenford, B.B. and R.J. (trading as Alpine Soaring - Jindabyne)

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Young's Holdings Pty Ltd t/as Hoxton Park Aero Centre Suite 202/65 York Street
SYDNEY NSW 2000

Queensland

- A. Von Douglas PO Box 1400 MAREEBA QLD 4880
- A.K. Mott "Somerville" MAXWELTON QLD 4816
- Aero David Pty Ltd (trading as Australian Air Farmers)
- Aerometrex Pty Ltd 266 Kelvin Grove Road KELVIN GROVE QLD 4059
- Ag Air Service Pty Ltd
- Agav Pty Ltd
- Air Golden Eagle Pty Ltd (trading as Lanhams Air Taxi Service)
- Air North Queensland Pty Ltd
- Air Training Centre Pty Ltd
- Airesearch Pty Ltd
- Airesearch Surveys Pty Ltd
- Airline)
- Airspray (Tba) Pty Ltd
- Alexfert Pty Ltd (trading as North Queensland Aerial Services)
- Ansonworth Pty. Ltd. T/A Fyfes Flight Centre T/A Henebery Aviation Company
- Aquaflight Airways Pty. Ltd.
- Aquarius Airways Pty. Ltd.
- Arthur Morris Aviation PO Box 477 HAMILTON QLD 4007
- Associated Builders Supplies Pty Ltd
- Austflight Aviation Pty Ltd PO Box 84 BOONAH QLD 4310
- Australian Helicopter Flying School PO Box 1413 MAREEBA QLD 4880
- Ayr Flying Services Pty Ltd
- Barrier Reef Airways and Safaris (Ops) Pty Ltd (trading as Barrier Reef Airways)
- Batt, S.T. and L.M. (trading as McKinlay Air Charter)
- Bayswater Road Pty Ltd (trading as Air Pioneer)
- BCL Services Pty Ltd PO Box 407 HAMILTON CENTRAL QLD 4007
- Beechtree Pty Ltd 2 Kearney Street MAREEBA QLD 4880
- Bellamy, J.N.G. and P.J. (trading as Archerfield Flight Centre)
- Bielby, Hughes, E., B. and D. (trading as Statewide Air Charter)
- Blanch's Holdings Pty Ltd (trading as Blanch's Aerial Agriculture)
- Bob Smith Helicopters 20 Cayley Street TRINITY BEACH QLD 4871
- Boonah Gliding Club
- Booren Helicopter Operations Pty Ltd (trading as Brigalow Helicopter Services)
- Bowen Airspray Pty Ltd
- Bowral Flight Centre Pty Ltd
- Brannigan, A. (trading as Warrego Air taxis)
- Bridbury Pty Ltd (trading as Heliwork)
- Bruce IRS & JM T/A South East Queensland Aerial Service
- Bruce McGarvie Air Charter PO Box 224 BROADBEACH QLD 4218
- Buckley, M.H.R and K.M.
- Bundaberg Aero Club
- Bundaberg Soaring Club
- Bundren J.W. T/A North Australia Air Charters
- Bundy Air Charter PO 1484 BUNDABERG QLD 4670

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Bunny Industries Ltd
- Burdekin Aerial Services Pty Ltd
- C. and S. Aviation Pty Ltd
- C.R. Pty. Ltd. T/A Executive Air Charter North Queensland
- Cairns Aerial Services Pty Ltd
- Cairns Mareeba Aero Charter Pty Ltd
- Campbell, A.G. and J.J. (trading as Campbell Air)
- Capricorn Aerial Mapping Pty Ltd (trading as Aerometrex)
- Carajon Administration Pty. Ltd. and Tealmere Pty. Ltd. T/A GWA Aviation
- Careflight Enterprises 81 Daniel Street MACKAY QLD 4740
- Carmody Aircraft Co Pty Ltd 622 The Micklan Way WURTULLA VILLAGE QLD 4575
- Central (Qld) Aviation Pty Ltd PO Box 722 EMERALD QLD 4720
- Central Highlands Air Taxis Pty Ltd (trading as Central Aerial Services)
- Charlton, J.F. (trading as Wandoon Air Charter)
- City and Country Helicopters Pty Ltd
- Coddair Airlines Pty Ltd
- Combined Engineering Pty Ltd (trading as Trailco Aviation)
- Commercial Air Charter Pty Ltd
- Corley (No. 42) Pty Ltd (trading as Warners Air Charter)
- Corporate Air Services Pty. Ltd.
- Cropcair Aviation (Peter Smart) Pty Ltd
- Currey, Coates, Hall and Hawthorne, N.A., D.P., C.J. and P.A. (unofficially trading as
- Czerwinski, J.I. (trading as Eastland Air Charter)
- Darling Downs Aero Club
- Darling Downs Aircraft Services Pty Ltd (trading as Keyland Aviation)
- Darling Downs Flying Services T/A Darling Downs Air Spray and Darling Downs Air Charter
- Darling Downs Soaring Club
- Darwick Holdings Pty Ltd (trading as Dwyer Aviation Services)
- Delta Services Pty. Ltd. T/A Crestair
- Des Adams Aerial Spraying Pty Ltd
- Diamond "C" Roaflite Pty. Ltd. T/A Rotaflit
- Donair Pty Ltd (trading as Maronon Air Spray)
- Drayton Investments Pty Ltd
- Eagle Aviation Pty Ltd (trading as Wingspread)
- East Coast Helicopters Pty Ltd
- Eastern Pacific Airlines 592 Wickham Street FORTITUDE VALLEY QLD 4006
- Ellenway Pty. Ltd. T/A Emerald Aerial Treatment
- Ellenway, P.J. (trading as Emerald Aerial Treatment)
- Ellery, P.J. (trading as Pittsworth Aerial Spraying)
- Evert, P.J. (trading as Q.O.T.S. Air Charter)
- Fairdale Pty. Ltd. T/A Rapid Transit Aviation
- Fairway Industries Pty. Ltd. T/A Aussie Airways Cairns
- Flight west Airlines Pty. Ltd. Eagle Farm QLD 4009
- Fogarty's Aviation Academy

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Frederickson, B.W. and H.L. (trading as Frederickson Aerial Spraying)
- G.W.S. Beattie t/as Tweed River Seaplane Service PO Box 6128 TWEED HEADS SOUTH NSW 2486
- Gale Air Services Pty Ltd
- Gates, R.R.
- Geitch, H.W.
- General Aviation Air Freighters 554 Varley Street YORKEYS KNOB QLD 4871
- Gil Layt's Flying School Pty Ltd
- Gilmour, I.H.
- Glendura Pty. Ltd. T/A South Burnett Flight Centre
- Gold Coast Helicopter Rescue Service Ltd
- Golden Wings Aviation Pty Ltd
- Great Barrier Reef Flying Boats Pty Ltd (trading as Air Whitsunday)
- Gregory Morrison Hall Aviation Pty Ltd
- Greig's Aviation Pty. Ltd.
- GWA Limited and Carajon Administration Pty Ltd (trading as GWA Aviation)
- Gympie Soaring Club
- Haikono Pty Ltd (trading as G.V. and L.K. Jordon)
- Hardle, J.J. (trading as West Wing Aviation)
- Harris Air Services Pty. Ltd. T/A Bowen Airspray
- Harris, R.J. (trading as Hinchinbrook Air Services)
- Hawkins G.C. T/A Island Coast Air Service
- Helico Pty Ltd t/as Mareeba Helicopter Flying School PO Box 1413 MAREEBA QLD 4880
- Helicopter Charter Pty Ltd
- Helicopter Mustering Pty Ltd
- Helicopter Operations Pty Ltd (trading as Air Mt Isa)
- Helicopter Operations Pty. Ltd. T/A Air Mt Isa
- Helicopters Brisbane Pty. Ltd.
- Helitrans Australia Pty Ltd
- Hell-Spray Ltd
- Hempels Flying School Pty Ltd
- Henebery, K.T. and I.M. (trading as Henebery Aviation Company)
- Hervey Aviation Pty Ltd PO Box 842 PIALBA QLD 4655
- Hikari No. 44 Pty Ltd (trading as Darling Downs Air Spray)
- Hinkler Aviation Pty Ltd
- Hinterland Aviation Pty Ltd PO Box 5711 CAIRNS MAIL CENTRE QLD 4870
- Hudson, J.W. (trading as Lockyer Air Service)
- Humphreys J.C. & E.Y. T/A Kooralbyn Air Service
- I.C. Aviation PO Box 727 ARCHERFIELD QLD 4108
- Jameve Pty Ltd t/as North Queensland Aerial Services PO Box 275 MACKAY QLD 4740
- Janlin Pty Ltd t/as Cape York Air Services RMB 13 CAIRNS MAIL CENTRE QLD 4871
- Jeff McTaggart Helicopters Pty Ltd PO Box 1174 SURFERS PARADISE QLD 4217
- Jetolind Pty. Ltd.
- Jim Maria Aerial Crop Services PO Box 193 IPSWICH QLD 4305

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Johnson N.S. & Newland G.P.F.
- Jones E.J.
- Keeley M.A. & C.E.
- Keith Williams (Queensland) Pty. Ltd. T/A Sea World Aviation
- Kelbek Pty Ltd t/as Air Karumba PO Box 153 KARUMBA QLD 4891
- Kelland, F.H.
- Kemp, N.B. (trading as Air Lab)
- Keogh, R.G. and K.J. (trading as Downs Flight Centre)
- Kingaroy Soaring Club
- Kival Pty Ltd
- Kuch R.C.
- Labrix Pty Ltd
- Laver, C.R. (trading as Aviation Training and Transport)
- Lear Aviation Pty Ltd
- Leichardt Soaring Club Ltd
- Leonard, W.R. and J. (trading as Beagle Airways)
- Lessbrook Pty Ltd t/as Transair PO Box 201 HAMILTON CENTRAL QLD 4007
- Librair Pty Ltd
- Liddie's Air Service Pty Ltd
- Liddle's Aerial Spraying
- Lincoln and Goerg, M.A. and R.W.
- Lindeman Aerial Services Pty Ltd
- Logan, W.B.
- M.K. O'Neill C/- Aeroservice Aviation Consultants Hangar 4 Aerodrome Beatty Road ARCHERFIELD QLD 4108
- Mal Board Aviation Pty. Ltd.
- Mann Aviation Services PO Box 11 HOME HILL QLD 4806
- Maryborough & District Soaring Club Inc.
- Mason, V. (trading as Mistair Aviation)
- Mawer Agencies Pty. Ltd.
- Mayne Nickless Ltd (trading as Security Express and Country Courier Services)
- McCafferty Management Pty Ltd (trading as McCafferty's)
- McDougall, Ward, Currey and Hermann, H., J., N. and M. (unofficially trading as
- McNamara, J.A. (trading as Longreach Air Charter)
- Mixborough Pty Ltd, t/as Jetcraft, Archerfield Airport, Archerfield, Qld 4608.
- Montchel/Martchel Pty Ltd t/as Surf-Air-Aviation & Surfers Paradise Flying Service PO Box 2544 SOUTHPORT QLD 4215
- Moore Pty Ltd, R.R. and Co.
- Morris A.B. T/A Arthur Morris Aviation
- Mount Cobalt Mines Pty Ltd
- Mount Isa Aero Club Inc.
- Muldair Bowen
- National Homes Pty Ltd
- Network Ten Qld Ltd Sir Samuel Griffith Drive MOUNT COOT-THA QLD 4066
- Nicholas W.E. & D.M. T/A Collaroy Helicopter Service
- Nielsen, E. and M.M. (trading as Surfers Paradise Flying Service)
- Nixon, R.J.

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Noel Bellamy Aviation PO Box 361 ARCHERFIELD QLD 4108
- Nordomain Pty Ltd (trading as Northern Air Surveys)
- Norfolk Island Airlines Pty Ltd
- Norfolk Pacific Aviation Pty Ltd PO Box 5856 CML CAIRNS QLD 4871
- North Australia Air Charters, t/as Coral Coast Holdings, Townsville Airport, Garbutt, Qld Challenge Airlines & Boomerang Flight Centre, Building 29, Coolangatta, Qld 4225.
- North Coast Pilot Training Pty Ltd (trading as Fyfe's Flight Centre)
- North Queensland Aero Club
- Northern Aircraft Components Pty Ltd t/as IC Aviation PO Box 727 ARCHERFIELD QLD 4108
- Orr and Associates Pty Ltd, R.J. (trading as Orr Aviation)
- Outback Air Pty Ltd
- P.S. & S.R. Morrissey t/as North West Mustering Post Office DAJARRA QLD 4825
- Paddon, R.B. and M. (trading as Waldron's Aviation)
- Papam Pty Ltd (trading as Australasian Mapping Services)
- Parker, R.S. and S.J. (trading as Parker's Air Taxis)
- Piccolo, R. and C.P. (trading as Piccolo Aviation and Phoenix Aviation)
- Power Aviation Pty. Ltd.
- Premier Airlines of Australia Pty Ltd (trading as Island Coast Air Services)
- Primack Investments Pty Ltd (trading as Price Air Services)
- Pymwest Pty. Ltd. T/A Redcliffe Flying Service
- Qld Air Training Corps - RAAF Cadets - Flying School)
- Quinlan Air Services t/as T.P. & D.B. Quinlan PO Box 5360 Mail Centre MACKAY QLD 4740
- R & C.P. Piccolo Pty Ltd t/as Piccolo Aviation Phoenix Aviation Piccolo Airlines Tropic Airways
- RAAF Amberley Flying Club)
- Rabstern Pty Ltd (trading as Cairns Seaplanes)
- Rabtoga Pty. Ltd. T/A Air Lab
- Rainbow Air Charter
- Rappolot, Charles Robert T/A Chas Rappolot Air Charter
- Raptis Air Charter Pty Ltd
- Reddicliffe, R.N. and A.C. (trading as Redairco)
- Reprographics Pty Ltd
- Rethelber Pty Ltd t/as Peter Doyle Helicopters 24 Turner Drive CALOUNDRA QLD 4551
- Rex Budd Pty Ltd
- Richardson, J. and P. Pty Ltd
- Rickward, P.E. (trading as Executive Air Charter North Qld)
- Rixgrove Pty Ltd t/as TWT Heli Services PO Box 62 CHARLEVILLE QLD 4470
- Robertson, W.P. and K.L. (trading as Cape Work Air Services)
- Rockhampton Aero Club
- Royal Flying Doctor Service of Australia (Qld section)
- Royal Queensland Aero Club
- Rundle Air Service Pty Ltd
- Rural Aviation (Qld) Pty Ltd

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- Rutherford N.H. & Stielow G. T/A Barrier Reef Sea Adv
- S.K. & J.M. Rogers Dalkeith Station HUGHENDEN QLD 4821
- Sabcuba Pty Ltd (trading as South Burnett Aviation and Sabair Safaris)
- Sandon Pty. Ltd.
- Scots Cropair Aviation Pty Ltd
- Sea World Pty Ltd (trading as Sea World Aviation)
- Searle (H.B.) Holdings Pty Ltd
- Sky Signs Pty Ltd 279 Savages Road BROOKFIELD QLD 4069
- South West Air Service Pty Ltd PO Box 421 CHARLEVILLE QLD 4470
- South West Pacific Helicopters Pty Ltd PO Box 344 MURWILLUMBAH NSW 2484
- Southern Downs Aero and Soaring Club
- Southport Floatplane Services Pty Ltd
- St George Air Farmers Pty Ltd (trading as Jones Air)
- Stewart K.J. & M.K. T/A Air Carumba
- Submarine & Surface Blasters Pty Ltd PO Box 1200 SOUTHPORT QLD 4215
- Sudholz Air Charter Pty Ltd PO Box 272 GOONDIWINDI QLD 4390
- Sunbird Airlines Pty. Ltd.
- Suncoast Flying Pty Ltd
- Sungoald Airlines Pty. Ltd. Maroochy Airport Mudjimba QLD 4564
- Sunland Aviation Service Pty Ltd
- Sunshine Coast Air Charter Pty Ltd
- Sunshine Coast Helicopter Rescue Service Ltd
- Tabavuul Pty Ltd (trading as Pratt Air Services)
- Tableland Air Service Pty Ltd PO Box 648 ATHERTON QLD 4883
- Tait, G.J. (trading as Aero Jabiru)
- Talair Australia Pty Ltd
- Tangalooma Transport Pty Ltd., Tangalooma Resort Air Service
- The Beaudesert Gliding Club
- The Far North Qld Soaring Centre
- The Queensland Ambulance Transport Brigade, Bundaberg Committee
- The Queensland Ambulance Transport Brigade, Rockhamptom Committee
- The Redcliffe Aero Club
- Thompson and Raph, R.H. and G.R. (trading as Air Maroochy)
- Thompson, Keith Ronald (trading as Countryair and Central Queensland's Charter)
- Thorpes Transport Pty Ltd
- Thurecht, N.D. (trading as Redcliffe Flying Service)
- Torcer Investments Pty Ltd t/as Moore's Airspray PO Box 1467 INNISFAIL QLD 4860
- Townsville Aero Club
- Trident Helicopters Pty Ltd
- Tropic Airways PO Box 360 GLADSTONE QLD 4680
- Tuohy, M.J. (trading as North West Downs Aerial Spraying)
- Tween Air Pty Ltd PO Box 182 MURWILLUMBAH QLD 2484
- Twinair Pty Ltd
- Vaughn, D.C. and J. (trading as Gulf and Peninsula Air Charter)

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Versatile Helicopter Services Pty Ltd PO Box 189 NORMANTON QLD 4890
- Walsh, Rudz, Midgley, Jackson and Peterson, H.D., S., A., R.J. and R.J. (trading as
- Warriner P.R. & K.V. T/A P. & K. Aviation
- Westin J.J. T/A West King Aviation
- Whitaker Pty Ltd (trading as Sunstate Airlines and Noosa Air)
- Whitsunday Aero Company Operations)
- Whittaker, B.R. (trading as Diamantina Aviation)
- Wordsworth G.L.A. & B. T/A Mackay Air Transport
- Wyscone Pty Ltd t/as Skytech Aviation Services MS 1102 MAROOCHYDORE AIRPORT MARCOOLA QLD 4564
- Yarakan Pty. Ltd. T/A Golden West Airways
- Young, R.J., C.J., R.A., V.M., D.B., and A.N. (trading as Aussie Air and Travel)

South Australia/Northern Territory

- Adelaide Hills Soaring Group Inc.
- Adelaide Soaring Club Inc.
- Adelaide University Gliding Club
- Advanced & Instrument Flight Training Pty. Ltd.
- Aerial Banner Advertising C/- Kookaburra Tours
- Aero Club of Broken Hill
- Aerocharter 34 McLaughlin Street DARWIN NT 0801
- Air Adventure
- Air Charter Pty Ltd 104B Longwood Road HEATHFIELD SA 5153
- Air Frontier
- Air Frontier 41 Cavenagh Street DARWIN NT 0801
- Air Goolwa GOOLWA SA 5214
- Air North Pty Ltd
- Air North Regional FAC Building Darwin Airport
- Aircare Pty Ltd Building 2 PARAFIELD AIRPORT SA 5106
- Aircouriers Pty Ltd
- Airmac Aviation Pty Ltd 28 Warren Avenue GLENELG SA 5045
- Airsearch Mapping Pty. Ltd.
- Airtransit Pty Ltd
- Albatross Air Charters 6 Todd Street KINGSCOTE SA 5223
- Alice Springs Aero Club
- Alice Springs Air Charter Pty Ltd
- Alice Springs Gliding Club Inc.
- Anders E. and Sons Pty Ltd (trading as Andersair)
- Arkaroola Pty Ltd
- Arnhem Air Charter Pty Ltd
- Arnhem Land Progress
- Arrow Air PO Box 78 WOODVILLE NORTH SA 5011
- Arrumunda Airways Pty Ltd
- Augusta Airways ADELAIDE AIRPORT SA 5000
- Augusta Airways Pty Ltd
- Australian Aviation College Kitty Hawk Lane PARAFIELD AIRPORT SA 5106

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- Australian Flight Test Services Innovations House West Technology Park THE LEVELS SA 5095
- Australian Southern Bluefin Exporters Pty Ltd
- Aviation Industries Pty Ltd (trading as Robbys Aerial Services)
- Aviation)
- B.S. Stillwell Ford Pty. Ltd. T/A Commander Charter
- Balaklava Gliding Club Inc.
- Balloon Academy Pty Ltd Bagshaw Road KERSBROOK SA 5231
- Balloon Adventures Pty Ltd Krondorf Road TANUNDA SA 5352
- Balnaves, P.W. and R.E. (trading as Countrywide Air Charter)
- Barossa Valley Gliding Club Inc.
- Barrier Air Taxi Service Pty Ltd
- Batty C.J. T/A Napier Air Service
- Bell, N.S. (trading as Skybanner Advertising)
- Blanchard, R.D. (trading as Blanchard Air Charter)
- Bluefin Exporters Pty Ltd PO Box 1607 PORT LINCOLN SA 5606
- Bordertown-Keith Gliding Club Inc.
- Brogan, P.L. and M.S. (trading as Independent Air Charter)
- Brolga Air Pty Ltd Building 16, Tindal Airport KATHERINE NT 0851
- Brolga Air Pty Ltd Tindal Airport
- Bruce Hartwig Flying School 4 Brandreth Street TUSMORE SA 5065
- Butterworth Earthmovers Pty. Ltd.
- Byrne, P.C. and S.M. (trading as Wudinna Air Charter)
- C & E Aviation
- Capricorn Helicopters Pty Ltd
- Catt, M.J. and M.J. (trading as Lincoln Air Charter)
- Central Australian Airways Pty Ltd
- Centrelift Helicopters Pty Ltd
- Chartair Skyport Hangar, Alice Springs Airport ALICE SPRINGS NT 0870
- Coast Air Pty Ltd
- Commodore Aviation Pty Ltd
- Coondair Pty Ltd
- Country Wide Air Charter PO Box 164 WILLUNGA SA 5172
- Crowthair Pty Ltd
- Currington and Quigley, M.E. and J.A. (trading as KTX Aviation)
- Darwin Aero Club Inc.
- Darwin Air Pty Ltd
- Dawson, K.J. and G.V. (trading as Dawson Contracts)
- Denholm P.A. & E. T/A Specialised Aviation
- Dennis Nominees Pty Ltd and George Jiri Matera (trading as Tindal Bush Pilots)
- Des's Cabs Pty Ltd
- Desert-Air Safaris Pty Ltd
- Desert-Air Safaris Pty Ltd 79 Valley View Drive HIGHBURY SA 5089
- Diamond, R.C. and M.D. (trading as Aquatic Air Charter)
- Edwards Aviation Services Pty Ltd
- Edwards, M.B.
- Elementary Advanced and Instrument Flight Training Pty Ltd (trading as Aircare)

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Emu Air Charter Pty Ltd
- Emu Air Charter Pty Ltd Charlick Road CRAFERS SA 5152
- Executive Air, Darwin Airport, Darwin,
- Eyre Charter Pty Ltd
- Eyre Commuter Pty. Ltd.
- Eyre-Spray Aviation Pty Ltd
- F. Lindsay Investments Pty Ltd (trading as Australian Flying Training School)
- Farquaharson Myrtle Partners
- Fisher B.P. & J.L. T/A Fisher Aviation Services
- Flinders Ranges Tourist Services Pty Ltd
- Foord, R.L.
- French K.D. T/A Hiller Aviation
- Gambi Air Flying School PO Box 2573 MOUNT GAMBIER SA 5290
- Godfrey Office Equipment Pty Ltd
- Gove Flying Club Inc.
- Groote Eylandt Air Charter Pty Ltd
- Groves J.H. & M.C.
- Gunbalanya Air Charters 12 Marchant Court MALAK NT 0812
- Harmers Transport PO Box 67 GREENACRES SA 5086
- Hawker De Havilland Ltd, t/as Australian Aviation College, Kitty Hawk Lane, Parafield Airport, SA 5106.
- Helimuster Pty Ltd
- Hevern, Father Raymond, Vaughan and Tax, G.N. and R. (trading as Kingfisher
- Highway Department PO Box 1 WALKERVILLE SA 5081
- Hiller, I. (trading as Hiller Aviation)
- Hood Air Charter Pty Ltd KIELPA SA 5642
- Howlett Bartlett Pty Ltd (trading as Masterflight)
- Irving Air Pty Ltd
- Isotron Pty. Ltd. T/A Spray Technology
- Ives E.A. & N. T/A Vanellie Services
- Jadap Air Pty Ltd
- Johnston, P.R. and E.R.G. (trading as Bexair)
- Jolly R.S.
- Kakadu Air Services Pty. Ltd.
- Kakadu Wonderland Tourist Services Pty Ltd
- Kangaroo Island 33 Pirie Street ADELAIDE SA 5000
- Karina Fisheries Pty Ltd
- Kidman Holdings Pty Ltd
- Kims Helimustering Service Pty Ltd
- Kingham, I.A. (trading as Tony Kinghams Flying School)
- Kipscombe C. & B.L. T/A Rotorway Australia Pty. Ltd.
- KJH Contractors Pty. Ltd.
- Knispel, J.E., J.R. and R.P. (trading as Riverland Air Charter)
- Lane S.J.
- Largent R.L. & H.M. T/A Largent Aviation
- Leach Aero Services Pty Ltd (trading as Central Australian Helicopters)
- Lecon Aviation Pty Ltd (trading as Trans Regional Airlines)

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Leeman Pty. Ltd.
- Lincoln Airlines Pty Ltd PO Box 387 PORT LINCOLN SA 5606
- Lindsfarne C.J. T/A Napier Air Services
- Livestock Contracting Pty Ltd (trading as Top End Aviation)
- Lloyd Aviation Jet Charters Pty Ltd
- Lloyd Helicopters Pty Ltd
- Longbotham, J.E. and P.J. (trading as JEL Enterprises)
- Lucas and Dawes, I.J. and C.G. (trading as Ayers Rock Air Services)
- MacKenzie, R. (trading as Apollo Air)
- Mae West Pty Ltd
- Maningrida Progress Association Inc.
- Masterflight PARAFIELD AIRPORT SA 5106
- Maxwell, H.M. and J.M. (trading as Rural Aviation)
- Meyer R. & U.J. T/A Gulf Air Charter Pty. Ltd.
- Millicent Gliding Club Inc.
- Missionary Aviation Fellowship
- Mount Gambier Aviation Pty Ltd
- Murin Association Inc.
- Murray Bridge Gliding Club Inc.
- N T Cattle Contractors Pty. Ltd.
- N.T. Cattle Contractors Pty Ltd
- Ngaanyatjarra Council (Aboriginal Corp.)
- Nitschke L.M. T/A South Australia Air Charter Services
- North Australian Gliding Club Inc.
- Northern Aviation Pty Ltd
- Northern Aviation Services 9 Cummins Street NIGHTCLIFF NT 0810
- O.D. and E. Pty Ltd
- O'Connor's Air Services Pty Ltd
- Opal Air Pty Ltd
- Outback Ballooning 18 The Links ALICE SPRINGS NT 0871
- Partridge I.T. & S.V. T/A Mid North General Aviation
- Pascoe Nominees Pty Ltd
- Pastoral Developments (NT) Pty Ltd (trading as Tillair)
- Pelican Air Services Pty Ltd
- Pinnaroo Aero Club Inc.
- Polar Aviation Pty. Ltd.
- Port Augusta Gliding Club Inc.
- Port Lincoln Flying Club Inc.
- Port Lincoln Tuna Processors Pty Ltd
- Radford Earthmovers Pty Ltd (trading as Broken Hill Air Charter)
- Renmark Gliding Club Inc.
- Rockayer Box 2987 ALICE SPRINGS NT 0871
- Rossair General Aviation Pty Ltd
- Rotor Services Pty Ltd
- Royal Flying Doctor Service of Aust. (Central section) Inc.
- Rural Helicopters (NT) Pty. Ltd.
- Ryan, D. (trading as A.M.R. Air Charter)

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Rymo Pty. Ltd.
- S.J. Delahay and Associates Pty Ltd
- SA Aerospace Modifications Pty. Ltd. T/A Falcon Air
- SA Agricultural Aviation Pty. Ltd.
- SAATAS Pty Ltd
- Scout Association of Australia (SA Branch) Flying Club
- Shulman, C.J. (trading as Eagle Air Investments)
- Skytours Pty Ltd
- Smarts Aviation 172 14th Street RENMARK SA 5341
- South Australian Air Charter Services PO Box 28226 GREENOCK SA 5360
- South Australian Aviation Academy
- South Australian Police Department
- South Coast Air Centre Pty Ltd
- South East Air Services Pty Ltd
- Southern Aerial Spraying Co. Pty Ltd.
- Southern Cross Airlines Pty. Ltd.
- Specialty Air Services PARAFIELD AIRPORT SA 5106
- St John Ambulance Service - Upper Eyre Peninsula Inc.
- State Air Pty Ltd. Brooklyn Park SA 5032
- Stevens, K., A.E. and R.S. (trading as Albatross Air Charters)
- Stiles Stephen James
- Stolair PO Box 534 SALISBURY SA 5108
- Super Spray Pty Ltd
- Tasco (Aerial Spraying) Pty Ltd
- Tony Kingham Flying School ADELAIDE AIRPORT SA 5000
- Transair Pty Ltd
- Transnorth Air Charter Pty Ltd
- Trojan Aerial Services Pty Ltd
- University of South Australian School of Applied Physics Flying School
- Waikerie Gliding Club Inc.
- Watts, K.I. and J.R.
- Westmacott, G.A.
- Whyalla Airlines PO Box 209 WHYALLA SA 5600
- Whyalla and District Gliding Club Inc.
- Wimrary Pty Ltd
- Wiseman, P.D. and C.J. (trading as Wise Air Charters)
- Woomera Gliding Club Inc.
- Yanap Aboriginal Corporation

Tasmania

- Aerotechnology Pty Ltd P.O. Box 334 ROSNY PARK TAS 7018
- Airlines of Tasmania Pty Ltd
- Benders Spreading Services (1964) Pty Ltd
- Cape Country Air Charters Pty Ltd
- Devonport The Manager King Aviation 96 Massey Street SMITHTON TAS 7330
- G.W.A. Goldwings Australia Pty Ltd

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Jaeger, F.E. (trading as Smithton Aerial Services)
- Jones, D.M. and J.L. (trading as Jones Spreading Service)
- Launceston Flying School and Charter Services Pty Ltd
- Munro Aviation Pty Ltd (trading as Munro Aviation)
- Rosemeadow Pty Ltd (trading as Astral Airways)
- S.P. Aviation Pty Ltd
- Salmon Air "Woodstock" TRIABUNNA TAS 7273
- Salmon, J.B. and P.R.I. (trading as Maria Island Air Charter Service)
- Tasair Pty Ltd
- Tasmanian Aero Club
- Tasmanian Aviation Centre EVANDALE TAS 7212
- The Aero Club of Southern Tasmania
- Western Aviation Pty Ltd
- Wilderness Air The Esplanade STRACHAN TAS 7468
- Yaxley Holdings c/- David Yaxley Pty Ltd

Victoria

- A.G. Airwork (Vic.) Pty Ltd
- A.L. & S.D. Cameron Pty Ltd
- A.S. Aviation Pty Ltd (trading as Schutt Aviation)
- Adventure Air Tours Pty. Ltd.
- Aero Country Pty Ltd
- Aero-Ads Pty. Ltd. T/A Mornington Peninsula Seaplanes
- Aerobatic Training Centre Terminal Building ESSENDON AIRPORT
- AirportKestral Aviation Pty Ltd,
- Alpine Aviation (Bairnsdale) Pty Ltd
- Alpine Aviation Pty Ltd
- Anderson, A.W. and M.C. (trading as Anderson Helicopters)
- Antique Airways Riddell Road RIDDELLS CREEK
- ANZ Aviation Services Ltd
- Arispe Helicopter Services Pty Ltd
- Ascot Air Charter Pty. Ltd.
- Askabout Pty Ltd
- Aus-Air Northern Avenue MOORABBIN AIRPORT
- Austarama Television Pty. Ltd. T/A ATV 10
- Australian Air Charterers Pty Ltd
- Aviation Industries Pty Ltd (trading as Super Spread Aviation Australia)
- Aviation Marketing Services
- Aviatour Pty Ltd
- Avinor Pty Ltd, Savage Air
- B.J. Begg t/as South Barwon Air Services Barwon Heads Airfield RMB 1600 OCEAN GROVE
- Balas, G. (trading as Harewood Air Charter)
- Ballarat Aero Club
- Balloon Flights Victoria Pty Ltd
- Balloon Rise Pty Ltd
- Balloon Sunrise (Vic)

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Bell, W.J. and S.L. (trading as Staywood Air)
- Bendigo Aviation Services
- Bob Jane Corporation Pty Ltd
- Brencorp Heli Pty Ltd
- Brody, E.A. and P.L.
- Bugg P.J. and Harvey J.V.
- Campbell-Hicks Airways Pty Ltd (trading as SAS Southern Air Services)
- Camrac Enterprises Pty. Ltd. T/A Schutt Flying Academy
- Central Flying Services Pty Ltd
- Central Highland Air Services Pty Ltd
- Civil Flying Services Pty Ltd (trading as Civil Flying School)
- Claremont River Pty Ltd
- Clifair Pty. Ltd.
- Combined Flight Training (Vic) Pty Ltd
- Copelin, M. (trading as Aerial Fertilisers)
- Corangamite Soaring Club
- Cosier, R.J.H. and N.C.
- Courtenay and Gardner Aviation Pty. Ltd.
- D.A. & C.L. Grainger
- Doake, J.W. (trading as Coldstream Flying School)
- Dow Pty Ltd, P.A. and W.J. (trading as Torogo Valley School of Aviation)
- E.A. & M.J. Sonneveld
- E.M. Rudge t/as Rudge Air -
- Eastick, R.L.
- Elders IXL Limited
- Ellis, J.L.W. (trading as Gold Crown Aviation)
- Emu Flying School Pty Ltd (trading as Skybird Flight Centre)
- Essendon Flying School Pty Ltd
- Executive Airlines Pty. Ltd.
- Field Air (Ballarat) Pty Ltd
- Fifth Ossa Pty Ltd, (trading as Melbourne Aircraft Maintenance Air Search Aviation)
- Fleet Air Services Tasmania Pty Ltd
- Flinders Island Airlines Pty Ltd
- Fliteway Pty Ltd
- Folldal Holdings Pty Ltd t/as Ski Aerial Spraying 1
- Foster, B.A. (trading as Woorayl Air Services)
- Freeman Airways
- Funnell, J.E. (trading as Aviation Training School)
- Galaxy Flying Safaris Pty Ltd (trading as Galaxy Aero Academy, Galaxy Airways, Galaxy Flying School)
- Gawne Aviation Pty Ltd
- Geelong Aero Club
- General Aviation Maintenance Pty Ltd
- General Flying Services Pty Ltd (trading as Moorabbin Aviation Academy)
- General Television Corporation T/A GTV 9
- Gippsland Air Pty Ltd 1 Henderson Court

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Gliding Club of Victoria
- Groupair Pty Ltd
- Hann, and Petrie, R.J. and R.H.
- Helicopter Resources Pty Ltd
- Hingston, W.G. (trading as Rosebud Aviation Service)
- Howick Investments Pty. Ltd. T/A Compass Airlines
- Hussey, R.B. and J.D. (trading as Bairnsdale Air Charter)
- J.A. Cornish & W.R. Hudswell t/as Strathfield Aviation “Brookleigh”
STRATHBOGIE Execair Pty Ltd
- J.M. Spence & W.T. Haworth t/as Airfarm Aerial Agricultural Contractors
- Jackson, H.
- Jarvis I.C. & Martin G.D T/A Skytrailing
- Jayrow Helicopters Pty Ltd
- John Correll Nominees Pty Ltd (trading as Correll Advanced Flying School)
- Johnson and Houston, P.J. and M. (trading as Euroa Soaring Centre)
- K. Wadham t/as Australian Scenic Air
- Kirkhope, A.P. (trading as Kirkhope Aviation Services)
- Kyabram Aero Club
- Kyneton Aero Club
- L.P.S.S. Pty Ltd (trading as Stereometric Services)
- Lake Eildon Airways Pty Ltd
- Lane W.N. & T.P. Pty Ltd
- Langmead, H.J. (trading as Country Air Charter)
- Lansbury, R.H.
- Laren Corporation Aviation Pty Ltd
- Latrobe Valley Aero Club
- Lee, R.J. t/as Russell Lee Aviation
- Lilydale Airfield Pty Ltd (trading as Lilydale Flying School)
- Lotus Tower Pty Ltd
- Lovell, R.D.M. (trading as Bi-Air)
- Lucas Morris (Aust) Pty Ltd
- Lusty Pty Ltd, G.R. and J.E.
- Lylesite Pty Ltd
- M.T. O’Connor Pty Ltd T/as Northern Aerial Spraying & Spreading RMB
- Maatsoo H & P Pty Ltd
- Mahon Aviation Pty Ltd (trading as Geelong Airport)
- Matthews Transport Industries (trading as Bendigo Air Service and Sovereign Airlines)
- Mayne Nickless Ltd (trading as Wards Express)
- McNaul’s Aerial Corporation Spraying Pty. Ltd.
- Medair Pty Ltd
- Melbourne Corporate Jet Centre Pty Ltd
- Melbourne Institute of Aviation Pty Ltd
- Melbourne Publishing Services Pty Ltd
- Metropolis City Aviation Pty Ltd
- Micromist Aviation Pty Ltd
- Mid-Murray Flying Club

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Mildura Aviation Holdings Pty Ltd (trading as Murray Valley Airlines)
- Missionary Aviation Fellowship
- Moloney Aviation Pty Ltd (trading as Discover Flying (Australia) and Essendon Air Charter)
- Moloney Aviation Pty Ltd t/a Aerobatic Training Centre Discover Flying (Australia) Essendon Air Charter Moloney Aviation Penguin Express Terminal Building ESSENDON
- Moorabbin Air Charter Moorabbin Airport Northern Avenue MOORABBIN AIRPORT Mount Beauty Gliding Club Incorporated
- N.P.E. Pty Ltd T/as Euroa Soaring Centre
- National Safety Council of Australia, Victorian Division
- Navair Professional Aviation Australian College of Aviation -
- Need, B.E. and J.E. (trading as Aeroproach of Ararat)
- Nicholas Skyways Pty Ltd
- O'Halloran, M.R. & R.M. t/as Aviation Training School Swan Hill Airport
- Ofex Pty
- Oz-Flight International Pty
- Pacific Aviation Pty Ltd
- Pastril Pty Ltd,
- Pearson Aviation Pty Ltd
- Penfield Flying School
- Peninsula Aero Club
- Peninsula Air Services Pty Ltd
- Peter Bini Advanced Flight Training Pty Ltd
- Phillip Island Air Service T/A Phillip Island Air Charter
- Pollock Aerial Promotions
- Premier Airlines Pty Ltd
- Pro-Aero Training Centre Pty Ltd
- Professional Air Services
- Promair (Australia) Pty Ltd
- R.A.A.F. East Sale Flying Club
- R.A.A.F. Point Cook Flying Club
- Reading G.J. & Reading P.A. and McPhee J.D.
- Reeve R.L. T/A Melton Flying School Melton Air Charter
- Regional Airlines (Aust.) Pty Ltd (trading as Regional Airlines)
- Reith, A.C. and E.F. (trading as Phillip Island Air Charter)
- Relief Air Crew Pty Ltd t/as The Helicopter Service of Australia "Rinsey
- Riley Aeronautics Pty Ltd (trading as Sportavia Soaring Centre)
- Robertson Air Services Pty Ltd (trading as Robertson International Air Charter)
- Ross, R.G. (trading as Aero-Ads)
- Royal Flying Doctor Service of Aust. (Victorian Section)
- Royal Victorian Aero Club
- Safcol Seafoods Pty Ltd (trading as Safcol Charter and Fish Spotting Service)
- Set Air Pty Ltd
- Shadowstone Pty Ltd
- Sharp Aviation Pty Ltd
- Shortstop Jet Charter Pty Ltd
- Shuttle Airlines Pty. Ltd. T/A Shuttle Air Services

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Sky Farmers Pty Ltd
- Skybird Aviation Services Pty Ltd (trading as Skybird Flight Centre and Mangalore Flight Centre)
- Skysurfers Pty. Ltd.
- Skyways of Benalla Pty Ltd
- Sleigh H.C. Aviation Pty Ltd
- Socair Pty. Ltd. T/A Murray Valley Airlines Intercity Airlines
- Speedair Pty Ltd
- Staywood Air Pty. Ltd.
- Sunraysia Gliding Club
- Tashounidis, John (trading as Tash Aviation)
- Tenth Argive Pty Ltd (trading as Nicholls Air Charter)
- Torquair Pty Ltd “The Undertow”
- Trans Australia Airlines
- Transecutive Airlines Pty Ltd
- Tucana Air Systems Pty Ltd
- Victorian Airlines Pty Ltd, (Australian Aeronautical Academy)
- Victorian Helicopter Services Pty Ltd
- Vowell Air Services (Helicopters) Pty Ltd
- Wallace - Williams H. T/A Amphibair
- Walpole Pty Ltd, D. (trading as Mountain Air)
- Wangaratta Aero Club Pty Ltd
- Watt, M.C. (trading as Border Air Services (Vic.))
- Wells Holdings Pty. Ltd. T/A Aerotech
- Western Aerial Crop Spraying and Spreading Pty Ltd
- Western Commander Pty Ltd
- Western District Aviation Service Pty. Ltd.
- Whittlesea Flying School Pty Ltd
- Wimdown Pty Ltd (trading as Wimmera Mallee Charter Flights)
- Wimmera Aero Club
- Wing-Away Tours Pty Ltd
- Wright, L.S. and J.H. (trading as Goulburn Valley Air Charterers)

Western Australia

- Ad Astral Aviation Pty Ltd
- Aerial Nominees Pty Ltd (trading as Aerial Surveys Australian for Aerial Surveys Unit Trust)
- Aero Yandee Pty Ltd
- Aerodata McPhar Pty Ltd
- Agar, C.J. and J.M. (trading as Perry Aviation)
- Agricultural and General Aviation Pty Ltd
- Agricultural Protection Board
- Agspray Aviation Pty Ltd
- Air Australia International Hangar 112 JANDAKOT WA 6164
- Air Sea Aviation Pty Ltd Hangar 112 JANDAKOT WA 6164
- Aircabs Pty Ltd (trading as Aviation Academy of Aust.)
- Aircabs Pty Ltd t/as Aviation Academy of Australia Academy of Air Charter 11A Eagle Drive Jandakot Airport JANDAKOT WA 6164
- Airflite Pty Ltd
- Albany Air Service RMB 9673 Albany Highway ALBANY WA 6330
- Allied Aviation Pty Ltd
- Amity Aviation Pty Ltd
- Austirex International Ltd
- Avior Pty Ltd
- Avwest Pty. Ltd.
- Badasht Enterprises Pty. Ltd. T/A Jan Beers Aviation
- Bame Nominees Pty Ltd (trading as Wards Aerial Topdressing Service)
- Banner Addsell Pty. Ltd.
- Barrack House Limited T/A Leeuwin Helicopters
- Barrie's Business Charter
- Beek W.A. & M.G.
- Bell, J. (trading as Albany Aviation)
- Benrik Investments Pty Ltd (trading as Benrik Aviation)
- Beverley Soaring Society Inc.
- Boomerang Air Services Pty Ltd
- Broughton Air Services
- Brown and Lange, G.S. and M.A. K.E. and E.M. (trading as Aerial Outreach)
- Bunbury Aero Club (Inc.)
- Burton, Harre, Walters, Fogarty, R.J., G.B., K.R., T.G. and J.A. (trading as Westfield Aviation)
- Campbell, Broders, R.L., N. (trading as R.A.A.F. Pearce Flying School)
- Central Air Pty Ltd
- Chrishine Nominees Pty Ltd (trading as Shine Aviation Services)
- Collingridge, B.R. (trading as Aerial Advertising)
- Conn, R.R. and M. (trading as Boconn Air)
- Corporate Air Service Pty Ltd
- Corrigin Spraying Service Pty Ltd
- Crabb Securities Pty. Ltd. T/A Austair
- Cubur Aerial Mustering
- Dallas, N.J. and L.A. (trading as Kimberly Air Charter)

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Dansit Pty. Ltd. T/A Island Helicopters
- Devereaux Helicopter Charter 24 Kings Park Road WEST PERTH WA 6005
- Dickey, C.J. (trading as Boab Air Travel Service)
- Drilling Corporation (Aust.) Pty Ltd (trading as Kalgoorlie Air Charter)
- Dunn P.J. & R.B.
- Dunn, I.L. (trading as Dunns Aviation)
- Edwards C.J. & E.L. T/A Limestone Pastoral Company
- Endeavour Resources Pty. Ltd.
- Erenshaw, R.L. and I.J. (trading as Kalbarri Air Charter)
- Executive Air West Pty Ltd
- Executive Air West Pty. Ltd.
- Exmouth Air Charters PO Box 154 EXMOUTH WA 6707
- Flightways Air Services
- Forrest J.H.
- Geraldton Fishermen's Co-op Ltd
- Giboland Pty. Ltd. T/A Rod Johnson Aviation for JHW Unit Trust
- Giles Aviation Pty Ltd
- Gladston Enterprises Pty. Ltd.
- Gliding Club of Western Australia
- Golden Eagle Aviation PO Box 2208 SOUTH HEDLAND WA 6722
- Gude Pty Ltd (trading as Kimberley Helicopters)
- Gude Pty. Ltd. T/A Boab Air Travel Service
- Hales, P.C. and R.E. (trading as P. and R. Air Charter)
- Hampton, F.D. (trading as Farmland Agricultural Aviation and Sun City Air Charter)
- Higham, I.H. (trading as Aircraft Exchange Services)
- Ian Blaxell Pty Ltd
- Jamaduru Investments Pty Ltd (trading as Jan Beers Aviation)
- Jarlu Pty. Ltd. T/A Kingfisher Aviation
- Jayrow Helicopters (Offshore) Pty Ltd
- John Forrest Pty Ltd
- K. Yannik t/as Crocodile Air, 74 Great Northern Highway, Halls Creek, WA 6770.
- Kalgoorlie-Boulder Aero Club (Inc.)
- Karratha Flying Services 30A Lady Douglas Drive KARRATHA WA 6714
- Kevron Photographics Pty Ltd
- Leo Tas. Aerial Pty Ltd
- Leo's Spraying Service
- Lloyd Baker Aerial Spraying Pty Ltd
- MacDougall, W.J. (trading as No. 16 Flight W.A. ATC)
- Mayne Bristow Helicopters Pty Ltd
- McInerney, R.F. and D.H. (trading as Newman Air Charter)
- Merifield Helicopters Pty Ltd
- Midwest Airlines 84 Evandale Street FLOREATPARK WA 6014
- Mining and Executive Air Charter
- Mt Newman Mining Co Pty Ltd 200 St Georges Terrace PERTH WA 6000
- Muir, C.D. and Paton K.B. (trading as Alligator Airways)

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Narrogin Flying Club (Inc.)
- Narrogin Gliding Club (Inc.)
- Nite-Lites of Aust 7 Cricklewood Way CARINE WA 6020
- Okanagan Helicopters (Aust.) Pty Ltd
- Opaque Nominees Pty Ltd (trading as Fortescue Air Charter)
- Ord Air Charter Pty Ltd (trading as Broome Air Charter)
- Osborne C.F. & Renk R.C. T/A Bindi Bindi Aviation Service
- Outback Air Charter Pty Ltd
- P & P Air Charters RMB 111 BOYUP BROOK WA 6244
- Paggi (trading as Paggi's Aviation)
- Paton, Kenneth Buchanan (trading as White-Ant Helicopters)
- Paul Lyons Aviation Pty Ltd 5 Culligan Road THORNIE WA 6108
- Pearl Coast Airways Pty Ltd 79 Louise Street NEDLANDS WA 6009
- Perth Air Charters Pty Ltd
- Perth Hot Air Ballooning Centre C/- Box 1 NORTHAM WA 6401
- Pexton R.J. & M.
- Piper West Aviation (1983) Pty Ltd
- Polar Aviation Pty Ltd PO Box 646 PORT HEDLAND WA 6721
- Range West Aviation PO Box 345 WAGIN WA 6315
- Regent Air Services Pty Ltd
- Repacholi Aviation Pty Ltd
- Robertson, R.B.J. and A.B. (trading as Aerial Enterprises)
- Royal Aero Club of WA (Inc.)
- Royal Flying Doctor Service of Australia (Eastern Goldfields section),
- Royal Flying Doctor Service of Australia (W.A. section) Inc.
- Rundle, D.G. (trading as Geikie Air Charter)
- Shortis, T.A. (trading as Ronald Allen Shortis Helicopter Pilot School)
- Sigma Aviation Pty Ltd 25 Coulsen Way WILLETTON WA 6155
- Singapore Flying College Pty Ltd, 2 Compass Drive, Jandakot, W.A 6164.
- Sirgo Pty Ltd (trading as Norwest Aerial Mustering and Chopper Muster)
- Skippers Aviation Pty Ltd, Fauntleroy Avenue, Redcliffe WA 6105
- Skywest Airlines Pty Ltd
- Slingsby Helicopters Pty. Ltd.
- Smith James Geoffrey T/A Kimberley Mobile Service
- Sparkling Waters Holdings T/A Hedland Aviation for the Hedland Aviation Unit
- Stein, K.F. (trading as Great Northern Helicopters)
- Symes Bros (trading as Symes Bros)
- T.J.P. Investments Pty Ltd (trading as Major Air Charter)
- Thermal Airways t/as Northam Gliding Wing Inc PO Box 620 KALAMUNDA WA 6076
- Trevlyn Pty Ltd, (trading as Goldfields Air Service)
- Tropic Air Services Pty Ltd
- Tubby, Stanley Clive and Norma Florence (trading as Turner and Tubby)
- Ullawara Station Pty Ltd
- University Gliding and Soaring Club Inc.
- WA Air Charter & Execair Air Charter Fauntleroy Avenue PERTH AIRPORT WA 6105

PILOTS' (GENERAL AVIATION) AWARD 1998[P0059]

- Wells E.A. & D.A. T/A Total Agrispray Service
- West Coast Helicopters Pty. Ltd.
- West Cost Helicopters Pty Ltd
- Westate Air PO Box 107 WITTENOOM WA 6752
- Western Aerial Services (trading as 1978) Pty Ltd
- Western Airlines Fauntleroy Avenue PERTH AIRPORT WA 6105
- Western Australian Police Department
- Wheatley E.H. T/A Wheatley Helicopters
- Williams, Peter Arthur (trading as Barpet Aviation)
- Windward Adventures Pty Ltd PO Box 1 NORTHAM WA 6401
- Woodie Aviation 4 Skippers Loop SOUTH HEDLAND WA 6722
- Wyalkatchem Aviation Pty Ltd
- Xanthippus Pty. Ltd. T/A Star Charter
- Yilgarn Aviation Pty Ltd
- Zip Airfreight Pty Ltd

** end of text **

AP792332CR - Pilots' (General Aviation) Award 1998

This Fair Work Australia consolidated award incorporates all amendments up to and including 14 November 2008 (variation [PR984404](#))

Note: This award was terminated on 21 July 2011 (see [PR511810](#)) in accordance with item 3 of Schedule 5 of the *Fair Work (Transitional Provisions and Consequential Amendments Act) 2009*.

Clauses affected by the most recent amendment(s) are:

- [15. Hours of work](#)
- [30. Allowances](#)
- [31. Accommodation and meal allowances](#)
- [32. Classification and salary](#)

About this Award:

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Disclaimer:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996

PILOTS' (GENERAL AVIATION) AWARD 1984

(ODN C No. 00018 of 1984)

[Print F6276 [P0059]]

(C No. 00115 of 1998)

Various employees

Airline operations

COMMISSIONER WILKS

SYDNEY, 7 JANUARY 1999

Award simplification

ORDER

A. Further to the decision issued by the Commission on 10 November 1998, [Print Q8606}] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

1. AWARD TITLE

[1 substituted by [R8295](#) ppc 20Aug99]

This Award will be known as the Pilots' (General Aviation) Award 1998.

2. ARRANGEMENT

[2 amended by [PR969462](#)]

1. Award title [R8295]
 2. Arrangement [[PR969462](#)]
 3. Definitions
 4. Date the award starts
 5. Where and who the award covers
 6. Who is bound by this award?
 7. Relationship with other awards
 8. Enterprise flexibility provisions
 9. Posting of award
 10. Facilitative provisions
 11. Dispute resolution procedure [[PR957288](#)]
 12. Anti-discrimination [R4141]
 13. Types of employment [[PR969462](#)]
 14. Pilot duties
 15. Hours of work [[PR984404](#)]
 16. Roster
 17. Meal breaks
 18. Change of pilot category / classification
 19. Training - classification
 20. Transfers
 21. Redundancy [[PR957288](#)]
 22. Termination of employment [[PR957288](#)]
 23. Annual leave
 24. Personal leave [[PR969462](#)]
 - 24A. Bereavement leave [[PR969462](#)]
 25. Parental leave [[PR969462](#)]
 26. Jury service [R4141]
 27. Long service leave
 28. Payment of wages [R4141]
 29. Accident pay [R4141]
 30. Allowances [[PR984404](#)]
 31. Accommodation and meal allowances [[PR984404](#)]
 32. Classification and salary [[PR984404](#)]
- [Appendix A - List of respondents](#)

3. DEFINITIONS

- 3.1 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.
- 3.2 Assignment** means a tour of duty conducted by a pilot operating from other than the pilot's home base without having been transferred.
- 3.3 Calendar day** means all time between midnight (zero hours) and the following midnight (2400 hours).
- 3.4 Casual pilot** means a pilot engaged to perform occasional and/or irregular pilot duties.
- 3.5 Check pilot** means a pilot who is approved by the Civil Aviation Safety Authority 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.
- 3.6 Chief Flying Instructor** means the instructor appointed by a school and approved by the Civil Aviation Safety Authority 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 the Civil Aviation Safety Authority.
- 3.7 Chief Pilot** means the pilot appointed by the employer and who is approved by the Civil Aviation Safety Authority to perform the duties and responsibilities of the Chief Pilot.
- 3.8 Child** means a child of the pilot under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the pilot for the purposes of adoption, other than a child or step-child of the pilot or of the spouse of the pilot or a child who has previously lived continuously with the pilot for a period of six months or more.
- 3.9 CAO** means Civil Aviation Orders made under subsection 98(4A) or referred to in subsection 98(5) of the *Civil Aviation Act 1988*.
- 3.10 CAR** means Civil Aviation Regulations
- 3.11 Continuous Service** means service will be considered as continuous which includes all approved absences under the award and other employer and pilot agreed absences.
- 3.12 Dead head travel** means all travel performed at the direction of the employer not associated with the actual operation of the aircraft and will be regarded as duty time.
- 3.13 Designated day off** means a day or days on which a pilot is rostered to be free of all duty in their home base or base to which the pilot has been temporarily transferred and will extend from 2200 hours on the day preceding until 0600 hours on the day succeeding such day.
- 3.14 Duty time** means all time on duty in accordance with the CAO's and this award.

- 3.15 First Officer** means a pilot who is appointed as First Officer by the employer and who currently is licensed by the Civil Aviation Safety Authority to act as second or third in command of an aircraft requiring two or more pilots.
- 3.16 Flight Instructor Grade I** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Civil Aviation Safety Authority 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.
- 3.17 Flight Instructor Grade II** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Civil Aviation Safety Authority 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.
- 3.18 Flight Instructor Grade III** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Civil Aviation Safety Authority 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.
- 3.19 Flight time** means time on duty as a crew member in an aircraft and is calculated from chock to chock.
- 3.20 Home base** means the base at which a pilot from time to time is permanently domiciled.
- 3.21 Layover** will mean the continuous period of time in excess of nine hours in every 24 hours period standing alone from the time of commencement of duties that a pilot spends free of duty between consecutive duty periods at a port other than the pilot's home base. For the purpose of this definition a temporary transfer base will be regarded as home base.
- 3.22 Low capacity RPT** means flying performed as Low-Capacity Airline Operations.
- 3.23 Night operations** means all duty between the hours of 2300 and 0400 hours local time at departure base.
- 3.24 Permanent** means any period in excess of 180 days.
- 3.25 Permanent transfer** means the transfer of a pilot from home base to a new home base for a period of 180 calendar days or more.
- 3.26 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.
- 3.27 Redundancy** when an employer decides that the position held by that pilot is no longer required and this is not due to the ordinary and customary turnover of labour.
- 3.28 Salary** will mean base salaries and additions to base salaries prescribed by clause 32 – Classification and salary of this award.
- 3.29 Senior Instructor** means a pilot who is designated by their employer as Senior Instructor and who is required to carry out duties associated therewith in addition to flying duties.

- 3.30 Sign off time** means the time an operating pilot completes all duties associated with a tour of duty, which unless otherwise agreed to between the parties will be fifteen minutes after the actual arrival where flight duty is involved.
- 3.31 Sign on time** means the actual sign on time for duty by an operating pilot where flight duty is involved which will not be less than 45 minutes prior to the scheduled departure of the flight, (and not less than fifteen minutes in the case of Flight Instructors commencing flight instruction duties), unless otherwise agreed between an employer and the pilot.
- 3.32 Temporary transfer** means the transfer of a pilot from home base to another base for the purpose of being temporarily utilised at that base for a minimum of six days and a maximum of 180 days.
- 3.33 Training Pilot** means a pilot other than a Check Pilot who is appointed to perform route endorsing and or training duties.
- 3.34 The Federation** means the Australian Federation of Air Pilots.
- 3.35 URTI** means Upper Respiratory Tract Infection.

4. DATE THE AWARD STARTS

This award comes into force on 7 January, 1999 and remains in force for a period of three months.

5. WHERE AND WHO THE AWARD COVERS

- 5.1** The award applies in Australia and its Territories. It is also applicable to pilots operating overseas from a base within Australia and its Territories on behalf of the operator.
- 5.2** This award relates to the industry of persons employed as pilots in any capacity whether full-time, part-time or casual in General Aviation excepting Helicopters and Aerial Agriculture operations.

6. WHO IS BOUND BY THIS AWARD?

The award is binding upon each of the employers and/or operators named in Appendix A; each pilot identified in 5.2, and the Australian Federation of Air Pilots.

7. RELATIONSHIP WITH OTHER AWARDS

This award supersedes the Pilots' (General Aviation) Award 1984; Roping- In Awards Nos 1,2 and 3 of 1986; Roping-In Award No 3 of 1987, Roping -In Award Nos 1 and 2 of 1992; Roping-In Award No 1 of 1994 and Roping-In Award No 1 of 1995, relating to employment in the industry covered by this award as specified in 5.2. No right, obligation or liability accrued or incurred under such previous award will be affected.

8. ENTERPRISE FLEXIBILITY PROVISIONS

(See ss.113A and 113B of the Act)

Where an employer or pilots wish to pursue 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:

- 8.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
- 8.2** For the purpose of the consultative process the pilots may nominate the Federation or another to represent them.
- 8.3** Where agreement is reached an application will be made to the Commission.

9. POSTING OF AWARD

This award will be exhibited by each employer on their premises in a place accessible to all employees.

10. FACILITATIVE PROVISIONS

- 10.1** A facilitative provision provides that the standard approach in an award may be departed from by agreement between an individual employer and an employee, or the majority of employees, in the enterprise or part of the enterprise concerned.
- 10.2** The following lists the facilitative provisions and the level of agreement required:

Clause number	Provision	Level of agreement
3.30	Definition- sign off time	Individual
13.3.3	Types of employment, part-time	Individual
13.3.4	Types of employment, part-time	Individual
15.2.1	Hours of work, reserve time	Majority affected
15.3	Hours of work, periods of duty	Individual
15.4.3	Hours of work, periods free of duty	Individual
15.5	Hours of work, facilitative provision	Majority affected
16.3	Rosters, alteration of duty free days	Individual
20.2.1	Transfers, notice of temporary transfers	Individual
20.3	Transfers	Individual
23.2	Annual leave, day of commencement	Individual
23.3	Annual leave, taking of leave	Individual
23.4	Annual leave, period of leave	Individual
23.7	Annual leave, payment for leave	Individual
23.8	Annual leave, recall to duty	Individual
24.8.3	Personal leave, unpaid leave	Individual
25.2.5	Parental leave, maternity leave	Individual
28.1	Payment of wages	Individual
28.3	Payment of wages, casuals	Individual
31.3	Accommodation and meal allowances	Individual

- 10.3** Agreements made pursuant to 10.2 will be recorded in writing and be available to every affected employee on request.
- 10.4** For the purpose of utilising these provisions an employee may nominate the AFAP or another to represent them.
- 10.5** 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 this award.
- 10.6** 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 clause 11 – Dispute resolution procedure.

11. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute, claim or grievance arising in the workplace that involves a provision or arrangement in this award, the procedure will be as follows:

- 11.1 The pilot and supervisory person will meet and confer on the matter; and
- 11.2 If the matter is not resolved at such a meeting, the parties will arrange for further discussions between the pilot and a nominated representative, if any, and more senior levels of management;
- 11.3 If the matter is still not resolved a discussion will be held between the pilot, representatives of the employer and the Federation or other representative of the pilot;
- 11.4 If the matter cannot be resolved it may be referred to the Commission or a mutually agreed chairperson for resolution;
- 11.5 While the parties attempt to resolve the matter, work will continue as normal unless a pilot has a reasonable concern about an imminent risk to health and safety.

11.6 Redundancy disputes

[11.6 inserted by [PR957288](#) ppc 31Mar05]

- 11.6.1 Paragraphs 11.6.2 and 11.6.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.
- 11.6.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:
 - the reasons for any proposed redundancy;
 - the number and categories of workers likely to be affected; and
 - the period over which any proposed redundancies are intended to be carried out.
- 11.6.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

12. ANTI-DISCRIMINATION

[12.1 varied by [R4141](#) from 07Jan99]

- 12.1** It is the intention of the respondents to this award to achieve the principal object in S.3(j) of the *Workplace Relations Act 1996* through respecting and valuing diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 12.2** Accordingly, in fulfilling their obligations under the dispute resolution procedure, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 12.3** Nothing in this clause is taken to affect:
- 12.3.1** Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 12.3.2** A pilot, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 12.3.3** The exemptions in s.170CK(3) and (4) of the Act.

13. TYPES OF EMPLOYMENT

13.1 General

13.1.1 Pilots under this award will be employed in one of the following categories:

- full-time pilots; or
- part-time pilots; or
- casual pilots.

13.1.2 At the time of engagement an employer will inform each pilot of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Which will include any provision for a probationary period not greater than six months.

13.2 Casual Employment

[13.2.1 substituted by [R8295](#) ppc 20Aug99]

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

13.2.2 A casual pilot will be paid in addition to the amount in 13.2.1 an amount of 25 percent for each hour.

13.2.3 Casual pilots must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

13.2.4 On each occasion a casual pilot is required to attend work the pilot is entitled to minimum payment as follows;

13.2.4(a) for a tour of duty or stand by away from the airport up to four hours, a minimum of two hours pay; and

13.2.4(b) A tour of duty or stand by away from the airport exceeding four hours, a minimum of four hours pay.

13.2.5 For the purposes of calculation payment is to be calculated for each flying hour or part thereof.

13.2.6 Caring responsibilities for casual employment

[13.2.6 inserted by [PR969462](#) from 31Mar06]

13.2.6(a) Subject to the evidentiary and notice requirements in clauses 24.9 and 24.10, casual employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or require care due to an unexpected emergency, or birth of a child; or

- upon the death in Australia of an immediate family or household member.

13.2.6(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available for work. In the absence of agreement, the employee is entitled to not be available to attend for work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

13.2.6(c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

13.3 Part-time pilots

13.3.1 An employer may employ part-time pilots in any classification in this award.

13.3.2 A part-time pilot is a pilot who works less than full-time.

13.3.2(a) Has reasonably predictable hours of work; and

13.3.2(b) Receives, on a pro rata basis, equivalent pay and conditions to those of full-time pilots who do the same kind of work.

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

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

13.3.5 An employer roster a part-time pilot for a minimum of two consecutive flying hours.

13.3.6 A pilot who does not meet the definition of a part-time pilot and who is not a full-time pilot will be paid as a casual pilot in accordance with 13.2.

14. PILOT DUTIES

- 14.1** An employer may direct a pilot to carry out such duties as are within the limits of the pilot's skill, competency and training, such duties are not designed to promote deskilling, and are consistent with safety requirements.
- 14.2** An employer may direct a pilot to carry out such duties and use such tools and equipment as may be required provided that the pilot has been properly trained in the use of such tools and equipment.
- 14.3** Pilot duties will include but will not be limited to:
- 14.3.1** Operational duties associated with the preparation for and conduct of a flight, including normal fuelling, refuelling and handling of passenger baggage and/or cargo subject to clause 32 – Classification and salary.
 - 14.3.2** Completion of statutory and Company documentation associated with a flight.
 - 14.3.3** Necessary maintenance of cabin tidiness consistent with passenger comfort.
 - 14.3.4** Where a pilot is employed as a flight instructor, all duties associated with the provision of flight instruction to students.
- 14.4** Pilot duties will be incidental or peripheral to pilotage.

15. HOURS OF WORK

15.1 Flying hours

- 15.1.1** A pilot will not fly and the employer will not roster the pilot to fly as a flight crew member in excess of 900 hours in 365 consecutive days.
- 15.1.2** A pilot will not fly and the employer will not roster the pilot to fly in excess of 100 hours in 30 consecutive days.
- 15.1.3** A pilot will not fly and the employer will not roster the pilot to fly in excess of 30 hours in seven consecutive days
- 15.1.4** A pilot engaged in flight instruction will not be required to exceed six hours of flight instructional flight time in any tour of duty.
- 15.1.5** The employer will not roster a pilot to fly in excess of eight hours flight time in any one tour of duty.
- 15.1.6** The flight time in a tour of duty already commenced may be extended to nine hours.
- 15.1.7** Where an extension occurs the pilot will receive a rest period on the ground of not less than:
- 15.1.7(a)** nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each fifteen minutes or part thereof by which the pilot's flight time exceeded eight hours; or
 - 15.1.7(b)** ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which the flight time exceeded eight hours.

15.2 Reserve time

- 15.2.1** 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 two hours after being contacted. The employer will specify reserve duty period commencement and finishing times which will be as agreed between the employer and the majority of pilots but the duration of such reserve duty periods will not exceed eleven hours.
- 15.2.2** On any day a rostered tour of duty will not be immediately preceded by or immediately followed by a period of reserve duty.

15.3 Periods of duty

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

15.4 Periods free of duty

- 15.4.1** When a pilot completes the maximum permissible flying or duty hours prescribed in CAO 48 the employer will not require the pilot to perform any further duties whatsoever for the remainder of the relevant period.
- 15.4.2** The employer will ensure that a pilot is rostered at least one weekend off in each 28 day cycle, where practical.
- 15.4.3** A pilot on a temporary assignment away from home base may elect to defer duty-free days. The pilot will receive the deferred days off immediately upon return to home base.
- 15.4.4** A pilot 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.
- 15.4.5** Where a tour of duty, rostered to terminate before 2200 hours on the day preceding the day or days rostered free of duty, is extended by delays so that it terminates after 2200 hours, the pilot will be regarded as having worked on a day off. In the above circumstances 15.4.8 applies, except where a pilot receives six or more calendar days free of duty in any fortnight standing alone.
- 15.4.6** Where a tour of duty is cancelled and the pilot 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.
- 15.4.7** If a tour of duty scheduled to commence after 1200 hours is cancelled, and the pilot 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.
- 15.4.8** 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:
- 15.4.8(a)** a substitute duty-free day will be arranged within a month of the day worked; and

[15.4.8(b) substituted by [PR957288](#); [PR969462](#) from 31Mar05; varied by [PR977272](#)
[PR980788](#); [PR984404](#) ppc 30Oct08]

- 15.4.8(b)** the pilot will receive an additional amount of \$79.10 each day worked.
- 15.4.9** When a pilot on assignment away from home base is not required for duty on any rostered duty day, such day will not be deemed to be a day off.
- 15.4.10** A tour of duty or period of reserve time at home will be preceded by a rest period on the ground of at least:
- 15.4.10(a)** nine consecutive hours embracing the hours between 2200 and 0600 local time; or
- 15.4.10(b)** ten consecutive hours.
- 15.4.11** When an aircraft is scheduled to arrive at such a time that the pilots would be free of duty not later than 2200. local time and the aircraft is delayed beyond that time, the nine hour rest period prescribed may be commenced up to 2300 local time, provided the succeeding tour of duty does not exceed six hours.
- 15.4.12** An employer will not roster a pilot for a tour of duty in excess of eleven hours. Where a tour of duty has commenced it may be extended to twelve hours.
- 15.4.13** Where an extension occurs the pilot will receive a rest period on the ground of not less than:
- 15.4.13(a)** nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeds eleven hours; or
- 15.4.13(b)** ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeded eleven hours.
- 15.4.14** Where a tour of duty already commenced exceeds twelve hours or the flight time exceeds nine hours the pilot will have, at the completion of the tour of duty, a rest period of at least 24 consecutive hours.
- 15.4.15** Where a pilot has completed two consecutive tours of duty, the aggregate of which exceeds eight hours flight time or eleven hours duty time, and the intervening rest period is less than:
- 15.4.15(a)** twelve consecutive hours embracing the hours between 2200 and 0600 local time; or

15.4.15(b) 24 consecutive hours, if not embracing the hours between 2200 and 0600 local time;

the pilot will have a rest period on the ground of at least twelve consecutive hours embracing the hours between 2200 and 0600 local time or 24 consecutive hours, prior to commencing a further tour of duty.

15.4.16 When an aircraft is scheduled to arrive at such a time that the pilot would be free of duty not later than 2200 local time and the aircraft is delayed beyond that time, the twelve hour rest period may be commenced up to 2300 provided that the succeeding tour of duty does not exceed six hours.

15.4.17 A pilot will not commence a flight and an operator will not roster the pilot for a flight unless during the seven days' period terminating coincident with the termination of the flight the pilot has been relieved from all duty associated with the employment for at least one continuous period embracing the hours between 2200 and 0600 on two consecutive nights.

15.4.18 The employer will not roster a pilot to fly when completion of the flight will result in the pilot exceeding 90 hours of duty of any nature associated with the employment in each fortnight standing alone. For the purpose of this clause, duties associated with a pilot's 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.

15.5 Facilitative provision

Any application to vary the above provisions will be approved by the majority of pilots affected. The variation will be dealt with in accordance with clause 10 – Facilitative provisions.

16. ROSTER

- 16.1** Rosters of pilots will be compiled to cover fourteen day periods and will be promulgated in writing not less than seven days prior to the commencement of the roster period.
- 16.2** Each roster will specify in detail each pilot's duty days and duty periods, stand-by duty, reserve duty days and periods free of duty and leave periods.
- 16.3** A pilot's rostered duty-free days may only be altered with the consent of both parties.
- 16.4** A copy of the complete roster will be promulgated on the pilots' notice board prior to the commencement of the roster period.
- 16.5** All alterations to rostered duty will be advised in writing to the pilot or pilots concerned as soon as practicable.

17. MEAL BREAKS

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

18. CHANGE OF PILOT CATEGORY / CLASSIFICATION

18.1 Temporary

- 18.1.1** An employer may require a pilot to carry out flying duties of a different category or classification either within the pilots' home base or at a temporary transfer base.
- 18.1.2** If the relief or temporary transfer involves flying duties of a category or classification attracting a higher level of remuneration and/or employment benefit, the pilot will be paid for all such duties at the applicable higher rate and benefit appropriate to the pilots period of service with the employer for a minimum of one week. Except as stated in 18.1.3, the remuneration rate and benefits will return to the pilots normal rate at the expiry of the relief/transfer or one week, whichever is the latter.
- 18.1.3** 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 twelve 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 twelve months.
- 18.1.4** 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.

18.2 Permanent

- 18.2.1** 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.
- 18.2.2** 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.
- 18.2.3** **Transfer to lower paid duties**

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

Under 1 year	3 weeks
Over 1 year but under 3 years	6 weeks
Over 3 years	8 weeks

19. TRAINING - CLASSIFICATION

- 19.1** Where the employer requires a pilot to reach and maintain minimum qualifications for a particular aircraft type in accordance with clause 32 – Classification and salary of this award, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer.
- 19.2** Where a pilot fails to reach or maintain a standard required the pilot will receive further re-training and a subsequent check. The pilot may elect to have a different check captain on the second occasion.
- 19.3** Where a pilot fails the second check the pilot may, where practicable, be reclassified to the previous or a mutually agreed equivalent position.

20. TRANSFERS

20.1 Permanent

- 20.1.1** A pilot who is permanently transferred by the employer will be reimbursed for all reasonable expenses incurred by the pilot for the consequential removal of the pilot, 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.
- 20.1.2** A pilot transferred to a new home base will be reimbursed the costs of appropriate accommodation until the pilot has obtained suitable permanent accommodation and the provision of the reimbursement will be limited to a period of up to two weeks.
- 20.1.3** A pilot will be given no less than 56 days written notice by his employer of an intended permanent transfer, provided that within this period the pilot will be given at least 28 days written notice of the actual date of transfer.
- 20.1.4** Except that the pilot and the employer may mutually agree in a specific case that a shorter period of time represents adequate notice.
- 20.1.5** Where a pilot is permanently transferred he will be granted upon arrival at his new base such period of time, as he requires up to a maximum of five days free of all duty to attend to personal matters arising from his being so transferred.
- 20.1.6** Duty-free days prescribed by this award will not be used to meet the requirements of this subclause.

20.2 Temporary

- 20.2.1** A pilot who is to be sent on a temporary transfer will be notified as soon as possible in advance, but unless the pilot consents to less notice, this will in no case be later than 48 hours prior to the pilot's scheduled departure from the pilot's home base to commence such transfer.
- 20.2.2** A pilot whose child is due to be born will wherever possible, not be required by his employer to transfer away from the pilot's home base during the two week period immediately preceding the anticipated confinement of his wife and during the two-week period immediately following the birth of the child.
- 20.2.3** On completion of a temporary transfer assignment a pilot will be granted one day free of all duty for each week or part thereof in respect of the pilot's period of transfer at their home base.
- 20.2.4** Until such time as agreed alternative accommodation becomes available the provisions of clause 31 – Accommodation and meal allowances will apply to a pilot on temporary transfer. The cost of such agreed alternative accommodation will be reimbursed to the pilot.

- 20.2.5** Where the temporary transfer is to be for a period in excess of 28 days the employer will reimburse the cost of travel for the pilot's spouse and each dependent child as defined to join the pilot when the agreed alternative accommodation is occupied by the pilot. Excepting that where agreed alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days the pilot will be entitled to reimbursement of the travel and accommodation costs of the pilot's spouse and each dependent child.
- 20.2.6** In the case of a temporary transfer a pilot will be reimbursed any actual reasonable personal expense to which the pilot will be put as a result of such transfer away from the pilot's home base.
- 20.2.7** If a pilot on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either the pilot's expense arrangements or the terms of the pilot's transfer, the pilot will be allowed additional expenses subject to the approval of the employer, and either the pilot or the employer may raise for attention any inadequacy of terms of the transfer.
- 20.3** By agreement at the enterprise between the employer and affected employee/s the provisions contained in this clause may be varied in accordance with the provisions contained in clause 10 – Facilitative provisions.

21. REDUNDANCY

[21 substituted by [PR957288](#) ppc 31Mar05]

21.1 Definitions

- 21.1.1 Business** includes trade, process, business or occupation and includes part of any such business.
- 21.1.2 Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the pilot has been doing done by anyone and that decision leads to the termination of employment of the pilot, except where this is due to the ordinary and customary turnover of labour.
- 21.1.3 Small employer** means an employer who employs fewer than 15 employees.
- 21.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- 21.1.5 Week's pay** means the ordinary time rate of pay for the pilot concerned. Provided that such rate shall exclude:
- overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

21.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy subclause 18.2 shall apply.

21.3 Severance pay

21.3.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined in 21.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* **Week's pay** is defined in 21.1.

21.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 21.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

* **Week's pay** is defined in 21.1.

21.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

21.3.4 Continuity of service shall be calculated in the manner prescribed by clause 3.11. Provided that service prior to 31 March 2005 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 21.3.2.

21.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case* Decision [[PR032004](#), 26 March 2004] and the *Redundancy Case Supplementary* Decision [[PR062004](#), 8 June 2004].

21.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 22 - Termination of employment. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

21.5 Alternative employment

- 21.5.1** An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 21.5.2** This provision does not apply in circumstances involving transmission of business as set in 21.7.

21.6 Job search entitlement

- 21.6.1** During the period of notice of termination given by the employer in accordance with 22.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 21.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 21.6.3** The job search entitlements under this subclause apply in lieu of the provisions of 22.3.

21.7 Transmission of business

- 21.7.1** The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:
- 21.7.1(a)** Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- 21.7.1(b)** Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

21.7.2 The Commission may vary 21.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

21.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

21.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

22. TERMINATION OF EMPLOYMENT

[22 substituted by [PR957288](#) ppc 31Mar05]

22.1 Notice of termination by employer

22.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
Less than 1 year	2 weeks
More than 1 year	4 weeks

22.1.2 In addition to the notice in 22.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

22.1.3 Payment in lieu of the prescribed notice in 22.1.1 and 22.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

22.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

22.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

22.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

22.1.4(c) any other amounts payable under the employee's contract of employment.

22.1.5 The period of notice in this clause does not apply:

22.1.5(a) in the case of dismissal for serious misconduct;

22.1.5(b) to apprentices;

22.1.5(c) to employees engaged for a specific period of time or for a specific task or tasks;

22.1.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

22.1.5(e) to casual employees.

22.1.6 **Continuous service** is defined in clause 3.11.

22.2 Notice of termination by an employee

22.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

22.2.2 If an employee fails to give the notice specified in 22.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 22.1.4.

22.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

22.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 21 - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

22.5 Qualification on termination

A pilot 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.

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

23. ANNUAL LEAVE

- 23.1** A pilot on permanent hire will be entitled to 42 consecutive days' recreation leave inclusive of Saturdays, Sundays and public holidays on full salary for each completed year of service, with a right to take two rostered days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.
- 23.2** A period of leave will commence on a Monday unless otherwise mutually agreed.
- 23.3** Normally leave will be granted and will be taken when it falls due every twelve months from the date on which it falls due or alternatively fifteen months from the date of commencement of the preceding period of leave unless mutually agreed to defer.
- 23.4** Annual recreation leave will be taken in no more than two periods unless otherwise mutually agreed between the pilot and the employer.
- 23.5** In addition to the entitlement to payment under 23.1 of this clause, a pilot when proceeding on recreation leave will be paid in respect of the first four of six weeks recreation leave falling due each year either:
- 23.5.1** a recreation leave loading equivalent to 17.5 percent of the award salary inclusive of allowances and additions to salary prescribed by the award; or
 - 23.5.2** the pilot's actual salary inclusive of allowances and additions to salary;
- whichever amount is greater.
- 23.6** On termination of employment a pilot will be paid fully in lieu of recreation leave:
- 23.6.1** For all untaken recreation leave entitlements that have fallen due in relation to any completed years of service, in accordance with 23.1 of this clause, and the loading specified in 23.5 hereof for each completed year of service; and
 - 23.6.2** 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 1/365 of the entitlement in 23.1 for each completed day of employment in respect of which recreation leave has not been granted.
 - 23.6.3** The recreation leave loading, as specified in 23.5 of this clause, will be paid in the case of redundancy.
- 23.7** A pilot will be paid in full for the period of leave to be taken prior to commencing such leave unless mutually agreed between the pilot and the employer.
- 23.8** An employer will not be entitled to recall a pilot from recreation leave except by mutual agreement between the employer and the pilot. Where a pilot is so recalled the pilot will be granted two days' recreation leave in place of each such day and the pilot may elect to add such additional entitlements to the balance of this interrupted recreation leave period.

23.9 Where a pilot becomes seriously ill during recreation leave, for a period of not less than seven consecutive days the duration of such illness will be counted as sick leave to the extent that the pilot has credited sick leave. Providing that firstly the pilot will advise the employer as soon as practicable after the commencement of the illness and secondly produces proof of illness to the employer within seven days of return to duty.

23.10 Every consideration will be given to granting the equivalent substitute recreation leave in the manner requested by the pilot.

24. PERSONAL LEAVE

[24 substituted by [PR969462](#) from 31Mar06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 13.2.

24.1 Definitions

The term **immediate family** includes:

- 24.1.1** spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee at his or her husband or wife on a bona fide domestic basis.
- 24.1.2** child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

24.2 Amount of paid personal leave

24.2.1 Paid personal leave is available to a pilot, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

24.2.2 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:

Personal leave

Length of time worked for the employer	Additional	Cumulative
Less than 1 month	5 days	5
1 month to less than 3 months	1 days	6
3 months to less than 6 months	6 days	12
6 months to less than 12 months	8 days	20
each year thereafter	15 days	

24.3 Accumulation of personal leave

Personal leave may accumulate to a maximum of 260 days.

24.4 Personal leave for personal injury or sickness

A pilot is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

24.5 Personal leave to care for an immediate family or household member

24.5.1 A pilot is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause. In normal circumstances a pilot is not entitled to take carer's leave where another person has taken leave to care for the same person.

24.5.2 By agreement between an employer and an individual pilot, the pilot may access an additional amount of their accrued personal leave for the purposes set out in 24.5.1, beyond the limit set out in 24.5.1. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

24.6 Additional personal leave for sickness related (URTI)

24.6.1 In addition to the entitlements under 24.2.2, pilots will be granted up to six days' paid leave per year for disability associated with URTI.

24.6.2 The paid leave in this clause is not cumulative.

24.6.3 Pilots will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties only or whether the URTI prevents them from performing any work.

24.6.4 If the URTI prevents flying duties only the pilot will report for work and will perform ground based duties only.

24.6.5 If the URTI prevent any work, the employer may require a medical certificate specifying the nature of the URTI.

24.6.6 Where a pilot reports for work and performs ground duties only in accordance with this clause, the entitlement under this clause will not be affected.

24.7 Additional leave for personal illness or injury

A pilot who has exhausted his personal leave credits as prescribed in 24.2.2 of this clause but who would otherwise qualify for further paid personal leave on account of personal injury or sickness only may be granted additional leave on half pay for not more than 90 working days in any year of service.

24.8 The effect of workers' compensation

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

24.9 Employee must give notice

- 24.9.1** The pilot will, as soon as reasonably practicable, inform the employer of his/her inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence.
- 24.9.2** When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, a pilot must give at least two hours' notice before the pilots next rostered starting time, unless the pilot has good reason for not doing so. The notice must include:
- the name of the person requiring care and support and the relationship to the pilot;
 - the reasons for taking such leave; and
 - the estimated length of absence.
- 24.9.3** If it is not practicable for the pilot to give prior notice of absence, the pilot must notify the employer by telephone at the first opportunity.

24.10 Evidence supporting claim

- 24.10.1** When taking leave for personal illness or injury, the pilot must, if required by the employer, establish by production of a medical certificate, that the employee was unable to work because of injury or personal illness.
- 24.10.2** An employer will grant paid sick leave to a pilot on the ground of illness without production of a medical certificate to the extent of four days in the aggregate in any year of service
- 24.10.3** When taking leave to care for members of their immediate family or household who are sick and require care and support, the pilot must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the pilot.
- 24.10** When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the pilot must, if required by the employer, establish by production of documentation acceptable to the employer, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the pilot.

24.11 Return from personal leave

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

24.12 Unpaid personal leave

Where a pilot has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate household who are sick and require care and support or require care due to an unexpected emergency. The employer and the pilot shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of 24.9 and 24.10 are met.

24A. BEREAVEMENT LEAVE

[24A inserted by [PR969462](#) from 31Mar06]

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 13.2.

24A.1 Paid leave entitlement

A pilot on permanent hire is entitled to up to three days bereavement leave including travelling time without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of either a member of the employee's immediate family or household.

24A.2 Unpaid leave

A pilot may take unpaid bereavement leave by agreement with the employer.

25. PARENTAL LEAVE

[25 varied by [R4141](#); substituted by [PR969462](#) from 31Mar06]

Subject to the terms of this clause a pilot is entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

25.1 Definitions

25.1.1 For the purpose of this clause child means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

25.1.2 Subject to 25.1.3, in this clause, spouse includes a de facto or former spouse.

25.1.3 In relation to 25.7, spouse includes a de facto spouse but does not include a former spouse.

25.2 Basic entitlement

25.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

25.2.2 Subject to 25.5.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

25.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

25.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

25.3 Variation of period of parental leave

Where a pilot takes leave under 25.2.1 or 25.4.1(b), unless otherwise agreed between the employer and the pilot, a pilot may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 25.2.1 or 25.4.1(b)

25.4 Right to request

25.4.1 A pilot entitled to parental leave pursuant to the provisions of 25.2 may request the employer to allow the pilot:

25.4.1(a) to extend the period of simultaneous unpaid parental leave provided for in 25.2.2 up to a maximum of eight weeks;

25.4.1(b) to extend the period of unpaid parental leave provided for in 25.2.1 by a further continuous period of leave not exceeding 12 months;

25.4.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the pilot in reconciling work and parental responsibilities.

25.4.2 The employer shall consider the request having regard to the pilot's circumstances and, provided the request is genuinely based on the pilot's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

25.4.3 Pilot's request and the employer's decision to be in writing

The pilot's request and the employer's decision made under 25.4.1(b) and 25.4.1(c) must be recorded in writing.

25.4.4 Request to return to work part-time

Where a pilot wishes to make a request under 25.4.1(c) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the pilot is due to return to work from parental leave.

25.5 Maternity leave

25.5.1 A pilot must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

25.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the pilot is pregnant) - at least 10 weeks;

25.5.1(b) of the date on which the pilot proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

25.5.2 When the pilot gives notice under 25.5.1(a) the pilot must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

25.5.3 A pilot will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

25.5.4 Subject to 25.2.1 and unless agreed otherwise between the employer and pilot, a pilot may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

25.5.5 Where a pilot continues to work within the six week period immediately prior to the expected date of birth, or where the pilot elects to return to work within six weeks after the birth of the child, an employer may require the pilot to provide a medical certificate stating that she is fit to work on her normal duties.

25.5.6 Special maternity leave

25.5.6(a) Where the pregnancy of a pilot not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the pilot may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

25.5.6(b) Where a pilot is suffering from an illness not related to the direct consequences of the confinement, a pilot may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

25.5.6(c) Where a pilot not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

25.5.6(d) Where leave is granted under 25.5.4, during the period of leave a pilot may return to work at any time, as agreed between the employer and the pilot provided that time does not exceed four weeks from the recommencement date desired by the pilot.

25.6 Paternity leave

25.6.1 A pilot will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

25.6.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

25.6.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

25.6.1(c) except in relation to leave taken simultaneously with the child's mother under 25.2.2 and 25.4.1(a) a statutory declaration stating:

25.6.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

25.6.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

25.6.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

25.6.2 The pilot will not be in breach of 25.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

25.7 Adoption leave

25.7.1 The pilot will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. A pilot may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the pilot, the adoption of a child takes place earlier.

25.7.2 Before commencing adoption leave, a pilot will provide the employer with a statutory declaration stating:

25.7.2(a) the pilot is seeking adoption leave to become the primary care-giver of the child;

25.7.2(b) particulars of any period of adoption leave sought or taken by the pilot's spouse; and

25.7.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

25.7.3 An employer may require a pilot to provide confirmation from the appropriate government authority of the placement.

- 25.7.4** Where the placement of child for adoption with a pilot does not proceed or continue, the pilot will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the pilot's return to work.
- 25.7.5** A pilot will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 25.7.6** A pilot seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The pilot and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the pilot, the employer may require the pilot to take such leave instead.

25.8 Parental leave and other entitlements

A pilot may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under 25.4.

25.9 Transfer to a safe job

- 25.9.1** Where a pilot is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the pilot make it inadvisable for the pilot to continue at her present work, the pilot will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 25.9.2** If the transfer to a safe job is not practicable, the pilot may elect, or the employer may require the pilot to commence parental leave for such period as is certified necessary by a registered medical practitioner.

25.10 Returning to work after a period of parental leave

- 25.10.1** A pilot will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 25.10.2** Subject to 25.10.4, a pilot will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a pilot transferred to a safe job pursuant to 25.9, the pilot will be entitled to return to the position they held immediately before such transfer.
- 25.10.3** Where such position no longer exists but there are other positions available which the pilot is qualified for and is capable of performing, the pilot will be entitled to a position as nearly comparable in status and pay to that of their former position.

- 25.10.4** An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- 25.10.5** Where such a position is no longer available, but there are other positions available that the pilot is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the pilot's former position.

25.11 Replacement employees

- 25.11.1** A replacement pilot is a pilot specifically engaged or temporarily promoted or transferred, as a result of a pilot proceeding on parental leave.
- 25.11.2** Before an employer engages a replacement pilot the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

25.12 Communication during parental leave

- 25.12.1** Where a pilot is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 25.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the pilot held before commencing parental leave; and
 - 25.12.1(b)** provide an opportunity for the pilot to discuss any significant effect the change will have on the status or responsibility level of the position the pilot held before commencing parental leave.
- 25.12.2** The pilot shall take reasonable steps to inform the employer about any significant matter that will affect the pilot's decision regarding the duration of parental leave to be taken, whether the pilot intends to return to work and whether the pilot intends to request to return to work on a part-time basis.
- 25.12.3** The pilot shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 25.12.1

26. JURY SERVICE

26.1 A pilot other than a casual pilot required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received Monday to Friday in respect of the ordinary time they would have worked had they not been on jury service.

[26.2 varied by [R4141](#) from 07Jan99]

26.2 A pilot will notify the employer as soon as possible before the date upon which they are required to attend for jury service. Further, the pilot will give the employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

27. LONG SERVICE LEAVE

- 27.1** Long service leave will be granted and taken in accordance with the appropriate State, Territory or Commonwealth Act.
- 27.2** At the request of the pilot the employer may grant the pilot long service leave on half pay for a period not exceeding twice the applicable period.

28. PAYMENT OF WAGES

[28.1 varied by [R4141](#) from 07Jan99]

- 28.1** Salaries of pilots on permanent hire may be paid weekly, fortnightly or monthly by cash or cheque or electronic funds transfer (EFT) or an agreed combination of these, without cost to the pilot. Where payment is made by cash it will be available at a pilot's usual place of duty on the employer's nominated pay date at an established time which will not be later than the time at which a pilot rostered for duty on that day concludes the pilot's tour of duty.
- 28.2** By reason of practicalities a pilot and the employer may agree on an alternative specific arrangement for payment of salary. Where payment is made by cheque or EFT directly into a pilot's account such funds will be cleared and available at the established time on a nominated payday.
- 28.3** The employer's salary procedures will not involve retention of more than three days salary in hand. On the first pay-day occurring during the pilot's employment a pilot will receive all salary relating to duties carried out up to and including the previous day or by agreement an advance approximating salary due.
- 28.4** The salary of a pilot on casual hire will be paid daily or according to a specific alternative procedure mutually agreed but in no case will such procedure be less favourable to the pilot than any procedure established for pilots employed on permanent hire by that operator.
- 28.5** Reimbursement of expense claims will be made within 21 days of lodgement.

29. ACCIDENT PAY

- 29.1** In addition to any statutory entitlement to workers' compensation under statute a pilot will be paid make-up pay.
- 29.2** The amount of make-up pay will be the difference between the workers' compensation entitlement and the amount of salary plus allowances that the pilot would have received had the pilot been at work for the period.
- 29.3** The amount in 29.2 will not apply for the first five or aggregate of five working days of incapacity nor will it apply during any paid leave period.

[29.4 varied by [R4141](#) from 07Jan99]

- 29.4** Make-up pay, where no ascertainable amount is available will be based on the average for the previous three months or lesser period of time which the pilot has been employed.

29.5 Accident pay

- 29.5.1** An employer will provide each of their pilots with accident insurance for a death benefit of not less than \$180 000 over and above any entitlement available under Accident Compensation legislation.
- 29.5.2** The insurance benefit from 29.5.1 of this clause will be paid only to the pilot's nominated dependants or next friend or trustee and a receipt or receipts for the amount insured from such dependant, next friend or trustee will terminate the employer's obligation under this clause.
- 29.5.3** A pilot's entitlement under a superannuation scheme provided by their employer, to a death benefit of not less than an amount prescribed in 29.5.1 will satisfy the objective of this clause.
- 29.5.4** Should an employer's insurer reject a proposal for cover of a pilot under 29.5.1, and should the pilot be able to obtain their own insurance, the pilot will be reimbursed, upon production of a receipt, for expenditure on such insurance up to \$300.
- 29.5.5** Payment under 29.5.4 will be deemed to discharge the employer's obligation in this subclause.

29.6 Pilot indemnity

A pilot 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 pilot's estate. Any claim made by any member of the public, passenger or other person upon the pilot's estate as a result of any accident or happening caused by the pilot 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 a pilot who knowingly performs their nominated duty in a manner contrary to law or the employer's policy.

30. ALLOWANCES

[30 varied by [R4141](#) [PR930043](#); substituted by [PR945284](#) [PR957288](#); [PR969462](#) from 31Mar06]

30.1 Provision of transport

[30.1.1 varied by [PR977272](#); [PR980788](#) ppc 11Feb08]

30.1.1 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 the pilot's base airport irrespective of time of departure or return. Where a pilot lives in excess of 50 kilometres from their base airport the employer may elect to pay the pilot the allowance of \$0.70 per kilometre prescribed in 30.1.3 hereof in lieu of the provision of transport.

30.1.2 Where a pilot stays at any designated place away from home base the employer will provide the pilot with transport, free of cost to the pilot, between the airport and the pilot's place of accommodation and return at the required time.

30.1.3 Private vehicle used on employer's business

30.1.3(a) No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees.

[30.1.3(b) varied by [PR977272](#); [PR980788](#) ppc 11Feb08]

30.1.3(b) Where a pilot agrees to use their private vehicle for the employer's purposes the pilot will be paid an allowance of \$0.70 per kilometre.

30.2 Transport allowance

[30.2 varied by [PR977272](#); [PR980788](#) ppc 11Feb08]

A pilot will be reimbursed an amount of \$7.00 in respect of return travel between the pilot's home and the pilot's home base airport where a pilot signs on for duty or signs off from duty between the hours of 1900 and 0700. This allowance will not be paid to a pilot who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in 30.1.3 hereof.

30.3 Engineering and other duties allowances

[30.3.1 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

30.3.1 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 \$63.15 for each such inspection.

[30.3.2 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

30.3.2 A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid \$32.15 for each hour or part thereof whilst so engaged in addition to all other entitlements.

[30.3.3 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

30.3.3 In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight carried during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid \$76.85 for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.

30.3.4 Nothing in this clause will be construed to remove the obligations of a pilot to supervise the loading and/or unloading of his aircraft.

30.3.5 Night operations

[30.3.5 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

Pilots who exceed eight night operations as defined in any 28 day duty cycle will be reimbursed \$9.10 for each night operation flown as a personal disability allowance.

30.4 Loss of licence allowance

[30.4.1 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

30.4.1 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 \$1213 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.

30.4.2 A pilot may request that his employer pay the allowance prescribed in 30.4.1 of this clause direct to the Australian Federation of Air Pilots' Mutual Benefit Fund.

30.4.3 Where a pilot employed as a Grade III Instructor has received payment of the amount specified in 30.4.1 of this clause and subsequently terminates his employment, the employer may deduct from monies due to the instructor on termination, such appropriate amount of payment under 30.4.1 as would have applied in respect of the wholly unexpired quarters of the premium year.

30.5 Overseas duty

30.5.1 A pilot 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 \$25.00.

30.5.2 The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the pilot. 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.

30.5.3 Passport and vaccination expenses incurred by a pilot to operate overseas will be reimbursed by the employer.

30.6 Telephone allowance

30.6.1 Where an employer requires a pilot to have a telephone at their residence the employer will pay any cost of installation or transfer plus rental and the cost of all business calls. This provision will operate only in respect of one installation per pilot at any one base. The provision of a mobile telephone will satisfy this requirement.

30.6.2 Where the employer does not require a pilot to have a telephone the employer will pay the cost of all business calls made on a pilot's personal telephone plus in the case of pilots on permanent hire, other than those engaged as Flight Instructors, 50 percent of rental costs.

30.7 Uniform

[30.7.1 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

30.7.1 Where an employer requires a uniform to be worn on duty, the employer will pay an allowance of \$277.55, payable upon employment and annually.

[30.7.2 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

30.7.2 Where the employer does not provide a uniform an allowance of \$5.20 per week will be paid towards the cost of excessive wear and tear to the pilot's own clothing.

30.7.3 This clause will not apply where the employer provides clothing.

31. ACCOMMODATION AND MEAL ALLOWANCES

[31 varied by [R8295](#); substituted by [T3342](#) [PR945284](#) [PR957288](#); [PR969462](#) from 31Mar06]

31.1 When a pilot is required in the course of employment to layover from the pilots' home base, the pilot will be reimbursed all costs necessarily incurred in relation to accommodation and meals.

[31.2 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

31.2 When a pilot demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, a pilot will be paid, in addition to the reimbursement allowance in 31.1, a hard-lying allowance of \$70.55.

[31.3 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

31.3 Where the employer and the pilot agree, an allowance of \$101.30 may be paid in lieu of the allowance in 31.1 and 31.2.

[31.4 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

31.4 Where a pilot 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:

	Allowance
	\$
0630-0800 hours	21.10
1200-1330 hours	23.65
1800-2000 hours	40.65
Incidentals	15.90

[31.5 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

31.5 For each night or part thereof when a pilot is required to camp out, a pilot will be paid \$77.55 camping out allowance. The allowance payable under this subclause is in lieu of all other allowances in this clause.

32. CLASSIFICATION AND SALARY

[32 corrected by [R4141](#); substituted by [R8295](#); varied by [S9648](#) [PR905245](#) [PR915881](#) [PR930043](#) [PR944141](#); substituted by [PR945284](#) [PR957288](#); [PR969462](#) from 31Mar06]

32.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

32.2 Minimum salaries

32.2.1 Aircraft classification

CAPTAINS

Classification	Previous base salary \$	Safety net adjustment June 05 \$	New base salary p.a. \$
Single Engine UTBNI 1360 kg	29182	884	30066
1360kg & above	30648	884	31532
Multi Engine UTBNI 3360kg	35116	884	36000
3360kg UTBNI 5660kg	37000	884	37884
5560kg UTBNI 8500kg	39286	884	40170
8500kg UTBNI 12000kg	42624	884	43508
12000kg UTBNI 15000kg	46171	884	47055
15000kg UTBNI 19000kg	50744	884	51628

FIRST OFFICERS/SECOND PILOTS

Classification	Previous base salary \$	Safety net adjustment June 05 \$	New base salary p.a. \$
Single Engine UTBNI 1360kg	22230	884	23114
1360kg & above	23183	884	24067
Multi Engine UTBNI 3360 kg	26019	884	26903
3360 kg UTBNI 5660 kg	27287	884	28171
5660kg UTBNI 8500kg	28687	884	29571
8500kg UTBNI 12000kg	30798	884	31682
12000kg UTBNI 15000kg	33141	884	34025
15000kg UTBNI 19000kg	35940	884	36824

32.2.2 Larger aircraft rates

Pilots employed and engaged on Larger Aircraft operations will be paid the following minimum annual salary:

Classification	Previous base salary \$	Safety net adjustment June 05 \$	New base salary p.a. \$
Captain- Fokker 28 CRJ-50	90703	884	91587
First Officer- Fokker 28 CRJ-50	58506	884	59390
Captain- BAe-146 Fokker- 100B Boeing- 717	98588	884	99472
First Officer- BAe-146 Fokker- 100 Boeing- 717	63476	884	64360

Classification	Previous base salary	Safety net adjustment June 05	New base salary p.a.
		\$	\$
Captain- Boeing 737 Boeing 727	103588	884	104472
First Officer- Boeing 737 Boeing 727	66588	884	67472

32.2.3 Additions to salary base

In addition to salary base the following salary components will be paid as applicable:

[32.2.3(a) varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

32.2.3(a) A pilot flying piston engine aircraft engaged on commuter operations will be paid an additional allowance of \$1168 per annum;

[32.2.3(b) varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

32.2.3(b) A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of a Senior commercial Pilots' Licence or Airline Transport Pilots Licence by his company or CASA (or who operates under an exemption from holding that licence) - \$3851 per annum;

[32.2.3(c) varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

32.2.3(c) A pilot flying a turbo-prop aircraft - \$5082 per annum;

[32.2.3(d) varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

32.2.3(d) A pilot (excluding Fokker-28 pilots) flying a turbo-jet aircraft \$8165 per annum.

[32.2.4 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

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

	Per annum
	\$
Command or Class 1	4669
Co-pilot or Class 2	3034
Night VFR or Class 4	1168

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

32.2.6 First Officer/Second Pilot

A First Officer/Second Pilot will be paid the relevant instrument rating under 32.2.4 above where applicable and in addition 65 percent of the amounts specified in 32.2.3(a)(c) or (d).

32.2.7 Salaries - flight instruction

The following additions to the minimum salary provided in 32.2 for flight instruction.

[32.2.3(a) varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

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

- Single engine: grade III single engine charter
 grade II single engine charter plus \$2657 pa
 grade I single engine charter plus \$5316 pa

- Multi engine: grade III multi engine charter
 grade II multi engine charter plus \$2657 pa
 grade I multi engine charter plus \$5316 pa

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.

A Grade I instructor engaged on single engine aircraft covering eight years of service with the same employer will be paid annual increments of \$675 for the sixth, seventh and eight year of service with the employer.

[32.2.8 varied by [PR977272](#) [PR980788](#); [PR984404](#) ppc 30Oct08]

32.2.8 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	4669
Co-Pilot or class 2	3034
Night VFR or class 4	1168

32.2.9 An Instructor not being CFI who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of five percent in addition to the salary determined under 32.2.7 and 32.2.8.

32.2.10 An Instructor not being 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 five percent of salary per annum applicable to the instructor’s years of service.

- 32.2.11** An instructor not being CFI who carries out combined functions listed in 32.2.9 and 32.2.10 will be paid an additional amount at the rate of seven percent per annum applicable to their years of service.
- 32.2.12** Where a pilot who is engaged in a particular category or classification of work is required to carry out flying duties in a category or classification attracting a higher level of remuneration, the pilot will be paid for all such duties at the applicable higher rate of remuneration for a minimum period of seven days and will at the same time be entitled to any higher employment benefits applicable to that category.
- 32.2.13** A CFI will be paid the highest of the following payments applicable to the rating of their school:

	%
Private rating school	6
Commercial rating school	8
Instrument rating school	10
Instructor rating school	15

In addition to the salary determined under 32.2.7 and 32.2.8 above. The above amounts relate to pilot, supervisory and CAO 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.

32.2.14 Salaries - General Provisions

The following additions to salary, as specified in 32.2.1, 32.2.2 and 32.2.4 will apply to all pilots, other than those engaged as Flight Instructors.

Where the pilot designated is responsible for:

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

APPENDIX A - LIST OF RESPONDENTS

SCHEDULE A

SCHEDULE OF RESPONDENTS

Organizations

General Aviation Association (Australia)
Metal Trades Industry Association of Australia

Employers

ACT

Air Le Clerc Pty. Ltd.
Airport Flying School Cnr Nomad Drive & Widgeon Road CANBERRA AIRPORT ACT 2609
Australian Wild Life Survey & Conservation 51 Stonehaven Crescent DEAKIN ACT 2600
Australian Wildlife Tours Pty. Limited T/A Australian Wildlife Surveys and Conservation Service
Brockway Holdings Pty Ltd (trading as Fairburn Aviation Services)
Canberra Aero Club
Canberra Gliding Club Inc.
Corporate Air Canberra Hangar No 2 CANBERRA AIRPORT ACT 2609
Dennis, T.G. (trading as Airport Flying School)
East West Exports Pty. Ltd. T/A Corporate Air Canberra
Highland Helicopters PO Box 848 FYSHWICK ACT 2609
Holmes J.D.E Windsore G.R. T/A Fairburn Aviation Service
Lloydair Pty Ltd
Vee H. Aviation Pty Ltd

New South Wales

A.A. Howard & J.H. Trevor-Jones t/as Star Air Charter 73 Gilmour Street KELSO NSW 2795
A.P. Nicholson P.O. Box 65 WALGETT NSW 2832
Abalat Pty Ltd
ABE Jet Charter Pty. Ltd.
Abrokin Pty Ltd 2/220 The Entrance
Acraman Holdings Pty. Ltd. T/A Airfarm
Adams C.W. and S.H. (trading as Col Adams Aerial Services)
Adventure Air Services Pty Ltd
Aerial Displays Pty Ltd
Aero Professional Training Pty. Ltd.
Aerocare t/as R.M. Robilliard Knox Place
Aeroflite Central Coast
Aeromil (Australia) Pty. Ltd. T/A Aeromil Executive Airlines
Aeropelican Air Services Pty Ltd
Aerospace Aviation Pty Ltd
Aerospatiale Helicopters Aust Pty Ltd
Agricultural Zinc Co. Pty Ltd
Agro Air Pty Ltd

Ag-Rotors Pty Ltd
 Air Facilities t/as Arcas Airways Albury Airport
 Airborne Harvest & Wing & Rotor
 Airlink Pty Ltd
 Airspeed Services Pty Ltd
 Airtex Aviation Tower Road BANKSTOWN AIRPORT NSW 2200
 Albury Aircraft Sales and Imports Pty Ltd
 Alcito Pty Ltd 43 Dent Crescent PORT MACQUARIE NSW 2444
 Alford, K.P. (trading as Albatross Air)
 Alpha Air (Sydney) Pty Ltd
 Anthelion Pty Ltd t/as Armidale Airways New England Highway ARMIDALE NSW 2350
 Aquatic Airways Pty Ltd (trading as Aquatic Air)
 Argyle Flight Centre PO Box 208 GOULBURN NSW 2580
 Arnjul Pty Ltd (trading as Capital Jet)
 Asarku Pty. Ltd. T/A Dormers Air Service
 Ashendon, L.A. (trading as IML Aerial Advertising)
 Aurora Aviation Academy Aerodrome TOCUMWAL NSW 2714
 Austirex International/World Geoscience Corp Ltd. 27 Merriwa Street GORDON NSW 2072
 Australasian Conference Assoc. Ltd
 Australasian Conference Association Ltd t/as Avondale Flying School Avondale College 148
 Fox Valley Road WAHROONGA NSW 2076
 Australian Aerial Photographics Pty Ltd
 Australian Broadcasting Commission
 Australian Flying Training School)
 Australian Jet Charter Pty Ltd
 Auto Brake Pty Ltd
 Aviation Centre Flight 444 Marion Street BANKSTOWN NSW 2200
 Aviation Centre Pty Ltd
 Aviation Corporate Services Pty. Ltd. T/A Hoxto Park Aero Centre
 Aviation Developments Pty Ltd (trading as Avdev Airlines of Australia)
 Aviation Industries Pty Ltd (trading as Aerial Agriculture)
 Avtex Air Services Pty Ltd Hangar 501 Ower Road BANKSTOWN AIRPORT NSW 2220
 Axer Pty Ltd (trading as Aircair Aviation)
 Axis Aviation Pty Ltd 31 Kinghorn Street NOWRA NSW 2541
 Backhouse N.C. T/A Backhouse Aviation
 Ballina Air Services PO Box 521 BALLINA NSW 2478
 Balloon Adventures Pty Ltd Kingswood Road ORCHARD HILLS NSW 2748
 Balloon Flights Aust Pty Ltd 2/40 Robert Street ROZELLE NSW 2023
 Balloon Sunrise Pty Ltd 332 Darling Street BALMAIN NSW 2041
 Balzer, R. (trading as Arrow Air Service)
 Banana Coast Balloons PO Box 1126 COFFS HARBOUR NSW 2450
 Bankstown Helicopters Bankstown Heliport Marion Street BANKSTOWN AIRPORT NSW
 2200
 Barmount Holding Pty Ltd (trading as Rural Air)
 Barry Muir Waters (trading as Lismore Flight Centre)
 Bathurst Soaring Club Pipers Airfield ELLINTON NSW 2795
 Beaconvale Service Stations Pty Ltd (trading as Rex Flight Centre)
 Biggs G.N. & Nicholls A.J. T/A Sky-ads
 Birss Nees T/A Batemans Bay Airways
 Birss Nominees Pty Ltd t/as Batemans Bay Airlines Aerodrome Road MORUYA NSW 2537
 Bivuku Pty Ltd t/as Liverpool Flying School Aerodrome Hoxton Park Aerodrome HOXTON
 PARK NSW 2171
 Blayney Air Farmers Pty Ltd

Booth, C.P. and P.L. (trading as Wollongong Flight Training Centre)
 Bourke Flying Club
 Brewsett Pty Ltd (trading as Bourke Aerial Spraying)
 Brunton, M.D. and V.B. (trading as Orana Aviation)
 Burke F.W. & P.M. T/A Agricultural Aviation
 Burke F.W. and P.M. (trading as Agricultural Aviation)
 Burns Aviation Pty. Ltd. T/A Burns Aviation Aerial Photographics Division
 Burns R.S.
 Cabolo Pty. Ltd. T/A Airtex Aviation
 Camback & Hennessy Pty. Ltd.
 Camden Aero Club
 Camden Aviation Pty Ltd
 Campbell, G.W.
 Campbell, K.M. and L.A. (trading as Argyll Aviation)
 Central Coast Soaring Club Ltd
 Central Western Air Spray (Forbes) Pty Ltd
 Channel Ten 10 United Telecasters Sydney Ltd 44 Bay Road ULTIMO NSW 2007
 Charles H Martin Helicopters t/as National Helicopters 81 Hunter Street HORNSBY NSW 2077
 Charter Flight Centre Pty Ltd PO Box 202 CAMDEN NSW 2570
 Chief Pilot PO Box 265 TOUKLEY NSW 2263
 Chieftain Aviation Pty Ltd
 Child Flight Incorporated Pymont Bridge Road CAMPERDOWN NSW 2050
 Civil Air Training Academy Limited
 Cleary Bros Pty Ltd (trading as C.B. Air)
 Clyde Agriculture Limited 8 Spring Street SYDNEY NSW 2000
 Coffs Harbour & District Aero Club PO Box 305 COFFS HARBOUR NSW 2450
 Coffs Harbour and District Aero Club Ltd
 Coffs Harbour Helicopter Service PO Box 1924 COFFS HARBOUR NSW 2450
 Colbinra Transport Pty Ltd 306 Hight Street MAITLAND NSW 2320
 Commercial Aviation Pty Ltd
 Como Air Services Suite 502 83 York Street SYDNEY NSW 2000
 Concordia Gliding Club
 Cooke G.L. & M. T/A Southern Tablelands Aviation
 Coombs, R.J.
 Co-Operative Limited Hangar Lake Keepit Soaring Centre KEEPIT DAM NSW 2340
 Co-Operative Limited PO Box 9 NEWCASTLE NSW 2300
 Corowa Gliding Club
 Corporate Air Services Pty Ltd
 Cosier, R.W. (trading as Wellington Aviation)
 Cotton Aviation PO Box 578 NARRABRI NSW 2400
 Coventry, P.P. and B.I. (trading as Monaero Charters)
 Crane Air Pty. Ltd.
 Cronberger E.J. Pty. Ltd.
 Crone, Donald and Assoc. Pty Ltd (trading as Coral Ayer Executive Flight Services)
 Crop Equities Pty Ltd (trading as Cropair)
 CSR Ltd
 Cudegong Soaring Pty. Ltd. C/- Mathews, Dooley and Gibson
 Cullen, L.M. (trading as Penrith Air Charter)
 D. & L. Siewert Ceilings and Partitions Pty. Ltd.
 Dasyll Avionics Pty Ltd PO Box CP40 CONDELL PARK NSW 2200
 Deen and Schafer, M.N. and P.J. (trading as Grafton Air Charter)
 Demarco, E. (trading as Sapphire Aviation)

Demcross Pty Ltd 2/5 Redleaf Avenue WAHROONGA NSW 2076
 Department of Main Roads
 Derwent Lodge Pty Ltd t/as Derwent Aviation Service P.O. Box 839 GOULBURN NSW 2580
 Desailly, F.C.
 Donaghue J.T. & Sons Pty. Ltd. T/A Donaghue Executive Charter
 Donair Pty Ltd
 Donald Air Services Pty Ltd PO Box 434 WALGETT NSW 2832
 Douglas Air Pty Ltd P.O. Box 99 TOCUMWAL NSW 2714
 Douglas Helicopters Pty. Ltd.
 Dubbo Flying School PO Box 126 DUBBO NSW 2830
 Dunn G.W. T/A Aerial Ads
 Duslark Pty Ltd 5 Sylvia Crescent ARMIDALE NSW 2350
 E.J. Cronberger Pty Ltd
 Eagle Airways Pty Ltd
 East Coast (Commuter) Airlines Ltd (trading as Tamair and Airfarm Associates)
 Edward Jones t/as Exploration Transport Services PO Box 224 BEXLEY NSW 2207
 Edwards, W.J. (trading as Glen Innes Air Taxi)
 Electricity Commission of NSW
 Ellaroo Pty Ltd (trading as J.B. Air Charter)
 Elliot Aviation Pty Ltd 1 Ingleburn Road LEPPINGTON NSW 2171
 Erwin, J.W. (trading as Erwin Air)
 Eykamp, Roy David "Medway" Spring Ridge Road QUIRINDI NSW 2343
 F. Lindsay Investments Pty Ltd (trading as Bankstown Aerial Charter Service and The Fahey, F.G. and C.V. (trading as Fred Fahey Aerial Service)
 Farco Air Pty Ltd
 Fisher, Ronald M. and Assoc. Pty Ltd
 Flight Facilities (Merimbula) Pty Ltd
 Flight Simulators (Aust) Pty Ltd t/as Bankstown Air Services 606 Airport Avenue BANKSTOWN NSW 2200
 Fly Direct Pty Ltd PO Box 4 BANKSTOWN NSW 2200
 Forbes Soaring and Aero Club Ltd
 Forest Air Helicopters Pty Ltd PO Box 315 LAVINGTON NSW 2641
 Fyvolt Pty. Ltd. T/A Central Coast Airlines
 G.J. & J.D. Kerr t/as Balloon Joy Flights 81 Gaskill Street CANOWINDRA NSW 2840
 G.W. Campbell Flying School t/as M.J. Loughlan Aerodrome MUDGEE NSW 2850
 Gaeme Pty Ltd (trading as Aero Professional Training)
 Garmsar Holdings Pty Ltd 10 Nadine Close CHERRYBROOK NSW 2126
 General Aviation Air Freighters Pty Ltd
 GG & NG 450 Charlotte Street DENILIKUIN NSW 2710
 Gilgandra Aero Club
 Gilmaro Pty. Ltd. T/A Barry Abbott Aerial Services
 Glenn, R.J.
 Goddard, J.A. and M.I. (trading as John Goddard Agricultural Services)
 Goulburn Air Charter PO Box 426 GOULBURN NSW 2580
 Goulburn Air Service Pty Ltd
 Goulburn Gliding Group Pty Ltd
 Gowing, J.E.D. (trading as Kempsey Aviation)
 Grafton Gliding Club Co-op Ltd
 Gravitis, P.J. (trading as Aerocharter Australia)
 Green, J.F.
 Greenbah Pty Ltd (trading as Greenbah Flying Service)
 Greenthorpe Gliding Club Co-op Ltd

Gretwood Pty Ltd
 Griffith Aero Club
 Gwydir Air Charter Pty Ltd
 H.J., H.G. & H.J. Denison t/as Ciel Charter P.O. Box 548 BOWRAL NSW 2576
 Harmer L.R. & L.P. T/A Harmers Transport
 Hawker De Havilland (Aust.) Pty Ltd
 Hawker Pacific Pty Ltd (trading as Hoxton Park Flying School)
 Hawkesbury Helicopter Service Pty Ltd 9 Thomas Avenue ROSEVILLE NSW 2069
 Hazair Agricultural Services (trading as Albury Pty Ltd)
 Hazair Holbrook Pty Ltd
 Hazelton Air Services Pty Ltd
 Heli-Aust. Pty Ltd
 Helicopter Aviation Services Pty. Ltd.
 Helicopter Charter Pty. Ltd.
 Helicopter Rescue Service Pty Ltd PO Box 822 LISMORE NSW 2480
 Helicopter Service Centre Pty Ltd
 Heli-crews Air Services Pty. Ltd.
 Heliflite Pty Ltd
 Heliflite Training School Marion Street BANKSTOWN AIRPORT NSW 2200
 Heli-Scene Bld 486 Bankstown Airport BANKSTOWN NSW 2200
 Henry, R.J. and S.J. (trading as Riverinair)
 Herford Holdings Pty. Ltd. T/A Brolga Air
 Hill and Hunt, R.M. and N.J. (trading as Air Eastern)
 Hoad, P.V. (trading as Regalair)
 Hopkins, C. (trading as Pink Helicopters)
 Hunter Region SLSA Helicopter Rescue Service Ltd P.O. Box 20 BROADMEADOW NSW 2292
 Hunter Valley Gliding Club Co-op. Ltd.
 Hunter-Air Pty Ltd Cessnock Aerodrome CESSNOCK NSW 2325
 Huttley, N.A.
 Illawarra Flying School Pty Ltd
 Ireserve Pty Ltd t/as Splitters Creek Airlines 558 Kiewa Street ALBURY NSW 2640
 In Tours Australia Pty Ltd 2 Kinka Road TERREY HILLS NSW 2084
 Inghams Air Services Pty Ltd
 J. & R. Wild Pty. Ltd.
 J. Smit and Sons Contracting Pty Ltd
 J.& R. Aircraft Sales Pty Ltd 52 Fitzpatrick Street REVESBY NSW 2212
 J.B. & M.D. Chenault t/as Gemair P.O. Box 102 LIGHTNING RIDGE NSW 2834
 J.B.A. Aviation Pty Ltd
 J.F. Crowther & B.J. Kelly t/as Airleander P.O. Box 179 SOUTH LISMORE NSW 2480
 J.F. Green t/as Seaview Aviation P.O. Box 3 LORD HOWE ISLAND NSW 2898
 J.P. Connelly t/as Air Tyagarah P.O. Box 586 MULLUMBIMBY NSW 2482
 Jadili Pty Ltd (trading as Albury Agricultural Spraying)
 Jakair Pty Ltd
 John H. Williams Aviation Pty Ltd
 Joroda Pty Ltd PO Box 342 SCONE NSW 2337
 Josoni Pty Ltd
 K.S. Easter Holdings Pty Ltd (trading as Easter Airways)
 K.S. Stanley t/as Easter Airways Newcastle 8 Oakdale Road GATESHEAD NSW 2290
 K.W. Monk Equipment Pty Ltd t/as Corporate Airlines (Corpair) 11 Cumberland Avenue COLLAROY NSW 2097
 Katies Limited
 Keely and Crowther, B.J. and I.F. (trading as Airleander)

Kelara Pty Ltd RMB 81 "Euroka" VIA KEMPSEY NSW 2440
 Kempsey Pilot Training Kempsey Aerodrome Aerodrome Road ALDAVILLS VIA
 KEMPSEY NSW 2440
 Kempsey-Macleay Gliding Club
 King, K.L. (trading as Blue Mountains Air Charter Co.)
 Knight, D.H. (trading as Knight-Air)
 Koomeela Australia PO Box 221 MAITLAND NSW 2320
 Kosciusko Helicopters Pty Ltd PO Box 925 COOMA NSW 2630
 Kylame Pty Ltd 86 South Boambee Road COFFS HARBOUR NSW 2450
 L.M. & A.S. Hindry t/as IMC Aviation Hangar 501 Tower Road BANKSTOWN AIRPORT
 NSW 2200
 Lake Keepit Soaring Club
 Lightning Ridge Air Charter Pty Ltd
 Lightning Ridge Gliding Club
 Lismore Flight Centre PO Box 89 SOUTH LISMORE NSW 2480
 Liverpool Flying School Hoxton Park Aerodrome P.O. Box 4 HOXTON PARK NSW 2171
 Logan Air Services 624 Desoutter Road BANKSTOWN NSW 2200
 Losave Pty Ltd t/as Vintage Aircraft Owners PO Box 284 CAMDEN SOUTH NSW 2570
 Loughnan, M.J.
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 Moree Air Services Pty Ltd
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 Namoi Soaring Club Ltd
 Namoi Valley Air Spray Pty Ltd
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 Narromine Soaring Centre
 Narromine Soaring Centre PO Box 77 NARROMINE NSW 2821
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 Nationwide Aviation Space Academy of Australia Limited
 Nautilus Air Services PO Box 499 NARRABEEN NSW 2101
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 Skysigns 108 Argyle Street CAMDEN NSW 2570
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 Darling Downs Flying Services T/A Darling Downs Air Spray and Darling Downs Air
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 Geitch, H.W.
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 Lindeman Aerial Services Pty Ltd
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 Montchel/Martchel Pty Ltd t/as Surf-Air-Aviation & Surfers Paradise Flying Service PO Box
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 Noel Bellamy Aviation PO Box 361 ARCHERFIELD QLD 4108
 Nordomain Pty Ltd (trading as Northern Air Surveys)
 Norfolk Island Airlines Pty Ltd
 Norfolk Pacific Aviation Pty Ltd PO Box 5856 CML CAIRNS QLD 4871

North Australia Air Charters, t/as Coral Coast Holdings, Townsville Airport, Garbutt, Qld
 Challenge Airlines & Boomerang Flight Centre, Building 29, Coolangatta, Qld 4225.
 North Coast Pilot Training Pty Ltd (trading as Fyfe's Flight Centre)
 North Queensland Aero Club
 Northern Aircraft Components Pty Ltd t/as IC Aviation PO Box 727 ARCHERFIELD QLD
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 Orr and Associates Pty Ltd, R.J. (trading as Orr Aviation)
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 Paddon, R.B. and M. (trading as Waldron's Aviation)
 Papam Pty Ltd (trading as Australasian Mapping Services)
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 Primack Investments Pty Ltd (trading as Price Air Services)
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 Rainbow Air Charter
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 Richardson, J. and P. Pty Ltd
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 The Queensland Ambulance Transport Brigade, Bundaberg Committee
 The Queensland Ambulance Transport Brigade, Rockhamptom Committee
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 Whitaker Pty Ltd (trading as Sunstate Airlines and Noosa Air)
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 Wyscone Pty Ltd t/as Skytech Aviation Services MS 1102 MAROOCHYDORE AIRPORT
 MARCOOLA QLD 4564
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 Air Frontier 41 Cavenagh Street DARWIN NT 0801
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 Australian Flight Test Services Innovations House West Technology Park THE LEVELS SA 5095
 Australian Southern Bluefin Exporters Pty Ltd
 Aviation Industries Pty Ltd (trading as Robbys Aerial Services)
 Aviation)
 B.S. Stillwell Ford Pty. Ltd. T/A Commander Charter
 Balaklava Gliding Club Inc.
 Balloon Academy Pty Ltd Bagshaw Road KERSBROOK SA 5231
 Balloon Adventures Pty Ltd Krondorf Road TANUNDA SA 5352
 Balnaves, P.W. and R.E. (trading as Countrywide Air Charter)
 Barossa Valley Gliding Club Inc.
 Barrier Air Taxi Service Pty Ltd
 Batty C.J. T/A Napier Air Service
 Bell, N.S. (trading as Skybanner Advertising)
 Blanchard, R.D. (trading as Blanchard Air Charter)
 Bluefin Exporters Pty Ltd PO Box 1607 PORT LINCOLN SA 5606
 Bordertown-Keith Gliding Club Inc.
 Brogan, P.L. and M.S. (trading as Independent Air Charter)
 Brolga Air Pty Ltd Building 16, Tindal Airport KATHERINE NT 0851
 Brolga Air Pty Ltd Tindal Airport
 Bruce Hartwig Flying School 4 Brandreth Street TUSMORE SA 5065
 Butterworth Earthmovers Pty. Ltd.
 Byrne, P.C. and S.M. (trading as Wudinna Air Charter)
 C & E Aviation
 Capricorn Helicopters Pty Ltd
 Catt, M.J. and M.J. (trading as Lincoln Air Charter)

Central Australian Airways Pty Ltd
 Centrelift Helicopters Pty Ltd
 Chartair Skyport Hangar, Alice Springs Airport ALICE SPRINGS NT 0870
 Coast Air Pty Ltd
 Commodore Aviation Pty Ltd
 Coondair Pty Ltd
 Country Wide Air Charter PO Box 164 WILLUNGA SA 5172
 Crowthair Pty Ltd
 Currington and Quigley, M.E. and J.A. (trading as KTX Aviation)
 Darwin Aero Club Inc.
 Darwin Air Pty Ltd
 Dawson, K.J. and G.V. (trading as Dawson Contracts)
 Denholm P.A. & E. T/A Specialised Aviation
 Dennis Nominees Pty Ltd and George Jiri Matera (trading as Tindal Bush Pilots)
 Des's Cabs Pty Ltd
 Desert-Air Safaris Pty Ltd
 Desert-Air Safaris Pty Ltd 79 Valley View Drive HIGHBURY SA 5089
 Diamond, R.C. and M.D. (trading as Aquatic Air Charter)
 Edwards Aviation Services Pty Ltd
 Edwards, M.B.
 Elementary Advanced and Instrument Flight Training Pty Ltd (trading as Aircare)
 Emu Air Charter Pty Ltd
 Emu Air Charter Pty Ltd Charlick Road CRAFERS SA 5152
 Executive Air, Darwin Airport, Darwin,
 Eyre Charter Pty Ltd
 Eyre Commuter Pty. Ltd.
 Eyre-Spray Aviation Pty Ltd
 F. Lindsay Investments Pty Ltd (trading as Australian Flying Training School)
 Farquaharson Myrtle Partners
 Fisher B.P. & J.L. T/A Fisher Aviation Services
 Flinders Ranges Tourist Services Pty Ltd
 Foord, R.L.
 French K.D. T/A Hiller Aviation
 Gambi Air Flying School PO Box 2573 MOUNT GAMBIER SA 5290
 Godfrey Office Equipment Pty Ltd
 Gove Flying Club Inc.
 Groote Eylandt Air Charter Pty Ltd
 Groves J.H. & M.C.
 Gunbalanya Air Charters 12 Marchant Court MALAK NT 0812
 Harmers Transport PO Box 67 GREENACRES SA 5086
 Hawker De Havilland Ltd, t/as Australian Aviation College, Kitty Hawk Lane, Parafield
 Airport, SA 5106.
 Helimuster Pty Ltd
 Hevern, Father Raymond, Vaughan and Tax, G.N. and R. (trading as Kingfisher
 Highway Department PO Box 1 WALKERVILLE SA 5081
 Hiller, I. (trading as Hiller Aviation)
 Hood Air Charter Pty Ltd KIELPA SA 5642
 Howlett Bartlett Pty Ltd (trading as Masterflight)
 Irving Air Pty Ltd
 Isotron Pty. Ltd. T/A Spray Technology
 Ives E.A. & N. T/A Vanellie Services
 Jadap Air Pty Ltd
 Johnston, P.R. and E.R.G. (trading as Bexair)

Jolly R.S.
 Kakadu Air Services Pty. Ltd.
 Kakadu Wonderland Tourist Services Pty Ltd
 Kangaroo Island 33 Pirie Street ADELAIDE SA 5000
 Karina Fisheries Pty Ltd
 Kidman Holdings Pty Ltd
 Kims Helimustering Service Pty Ltd
 Kingham, I.A. (trading as Tony Kinghams Flying School)
 Kipscombe C. & B.L. T/A Rotorway Australia Pty. Ltd.
 KJH Contractors Pty. Ltd.
 Knispel, J.E., J.R. and R.P. (trading as Riverland Air Charter)
 Lane S.J.
 Largent R.L. & H.M. T/A Largent Aviation
 Leach Aero Services Pty Ltd (trading as Central Australian Helicopters)
 Lecon Aviation Pty Ltd (trading as Trans Regional Airlines)
 Leeman Pty. Ltd.
 Lincoln Airlines Pty Ltd PO Box 387 PORT LINCOLN SA 5606
 Lindsfarne C.J. T/A Napier Air Services
 Livestock Contracting Pty Ltd (trading as Top End Aviation)
 Lloyd Aviation Jet Charters Pty Ltd
 Lloyd Helicopters Pty Ltd
 Longbotham, J.E. and P.J. (trading as JEL Enterprises)
 Lucas and Dawes, I.J. and C.G. (trading as Ayers Rock Air Services)
 MacKenzie, R. (trading as Apollo Air)
 Mae West Pty Ltd
 Maningrida Progress Association Inc.
 Masterflight PARAFIELD AIRPORT SA 5106
 Maxwell, H.M. and J.M. (trading as Rural Aviation)
 Meyer R. & U.J. T/A Gulf Air Charter Pty. Ltd.
 Millicent Gliding Club Inc.
 Missionary Aviation Fellowship
 Mount Gambier Aviation Pty Ltd
 Murin Association Inc.
 Murray Bridge Gliding Club Inc.
 N T Cattle Contractors Pty. Ltd.
 N.T. Cattle Contractors Pty Ltd
 Ngaanyatjarra Council (Aboriginal Corp.)
 Nitschke L.M. T/A South Australia Air Charter Services
 North Australian Gliding Club Inc.
 Northern Aviation Pty Ltd
 Northern Aviation Services 9 Cummins Street NIGHTCLIFF NT 0810
 O.D. and E. Pty Ltd
 O'Connor's Air Services Pty Ltd
 Opal Air Pty Ltd
 Outback Ballooning 18 The Links ALICE SPRINGS NT 0871
 Partridge I.T. & S.V. T/A Mid North General Aviation
 Pascoe Nominees Pty Ltd
 Pastoral Developments (NT) Pty Ltd (trading as Tillair)
 Pelican Air Services Pty Ltd
 Pinnaroo Aero Club Inc.
 Polar Aviation Pty. Ltd.
 Port Augusta Gliding Club Inc.
 Port Lincoln Flying Club Inc.

Port Lincoln Tuna Processors Pty Ltd
Radford Earthmovers Pty Ltd (trading as Broken Hill Air Charter)
Renmark Gliding Club Inc.
Rockayer Box 2987 ALICE SPRINGS NT 0871
Rossair General Aviation Pty Ltd
Rotor Services Pty Ltd
Royal Flying Doctor Service of Aust. (Central section) Inc.
Rural Helicopters (NT) Pty. Ltd.
Ryan, D. (trading as A.M.R. Air Charter)
Rymo Pty. Ltd.
S.J. Delahay and Associates Pty Ltd
SA Aerospace Modifications Pty. Ltd. T/A Falcon Air
SA Agricultural Aviation Pty. Ltd.
SAATAS Pty Ltd
Scout Association of Australia (SA Branch) Flying Club
Shulman, C.J. (trading as Eagle Air Investments)
Skytours Pty Ltd
Smarts Aviation 172 14th Street RENMARK SA 5341
South Australian Air Charter Services PO Box 28226 GREENOCK SA 5360
South Australian Aviation Academy
South Australian Police Department
South Coast Air Centre Pty Ltd
South East Air Services Pty Ltd
Southern Aerial Spraying Co. Pty Ltd.
Southern Cross Airlines Pty. Ltd.
Specialty Air Services PARAFIELD AIRPORT SA 5106
St John Ambulance Service - Upper Eyre Peninsula Inc.
State Air Pty Ltd. Brooklyn Park SA 5032
Stevens, K., A.E. and R.S. (trading as Albatross Air Charters)
Stiles Stephen James
Stolair PO Box 534 SALISBURY SA 5108
Super Spray Pty Ltd
Tasco (Aerial Spraying) Pty Ltd
Tony Kingham Flying School ADELAIDE AIRPORT SA 5000
Transair Pty Ltd
Transnorth Air Charter Pty Ltd
Trojan Aerial Services Pty Ltd
University of South Australian School of Applied Physics Flying School
Waikerie Gliding Club Inc.
Watts, K.I. and J.R.
Westmacott, G.A.
Whyalla Airlines PO Box 209 WHYALLA SA 5600
Whyalla and District Gliding Club Inc.
Wimrory Pty Ltd
Wiseman, P.D. and C.J. (trading as Wise Air Charters)
Woomera Gliding Club Inc.
Yanap Aboriginal Corporation

Tasmania

Aerotechnology Pty Ltd P.O. Box 334 ROSNY PARK TAS 7018
Airlines of Tasmania Pty Ltd
Benders Spreading Services (1964) Pty Ltd

Cape Country Air Charters Pty Ltd
Devonport The Manager King Aviation 96 Massey Street SMITHTON TAS 7330
G.W.A. Goldwings Australia Pty Ltd
Jaeger, F.E. (trading as Smithton Aerial Services)
Jones, D.M. and J.L. (trading as Jones Spreading Service)
Launceston Flying School and Charter Services Pty Ltd
Munro Aviation Pty Ltd (trading as Munro Aviation)
Rosemeadow Pty Ltd (trading as Astral Airways)
S.P. Aviation Pty Ltd
Salmon Air "Woodstock" TRIABUNNA TAS 7273
Salmon, J.B. and P.R.I. (trading as Maria Island Air Charter Service)
Tasair Pty Ltd
Tasmanian Aero Club
Tasmanian Aviation Centre EVANDALE TAS 7212
The Aero Club of Southern Tasmania
Western Aviation Pty Ltd
Wilderness Air The Esplanade STRACHAN TAS 7468
Yaxley Holdings c/- David Yaxley Pty Ltd

Victoria

A.G. Airwork (Vic.) Pty Ltd
A.L. & S.D. Cameron Pty Ltd
A.S. Aviation Pty Ltd (trading as Schutt Aviation)
Adventure Air Tours Pty. Ltd.
Aero Country Pty Ltd
Aero-Ads Pty. Ltd. T/A Mornington Peninsula Seaplanes
Aerobatic Training Centre Terminal Building ESSENDON AIRPORT
AirportKestral Aviation Pty Ltd,
Alpine Aviation (Bairnsdale) Pty Ltd
Alpine Aviation Pty Ltd
Anderson, A.W. and M.C. (trading as Anderson Helicopters)
Antique Airways Riddell Road RIDDELLS CREEK
ANZ Aviation Services Ltd
Arispe Helicopter Services Pty Ltd
Ascot Air Charter Pty. Ltd.
Askabout Pty Ltd
Aus-Air Northern Avenue MOORABBIN AIRPORT
Austarama Television Pty. Ltd. T/A ATV 10
Australian Air Charterers Pty Ltd
Aviation Industries Pty Ltd (trading as Super Spread Aviation Australia)
Aviation Marketing Services
Aviatour Pty Ltd
Avinor Pty Ltd, Savage Air
B.J. Begg t/as South Barwon Air Services Barwon Heads Airfield RMB 1600 OCEAN GROVE
Balas, G. (trading as Harewood Air Charter)
Ballarat Aero Club
Balloon Flights Victoria Pty Ltd
Balloon Rise Pty Ltd
Balloon Sunrise (Vic)
Bell, W.J. and S.L. (trading as Staywood Air)
Bendigo Aviation Services

Bob Jane Corporation Pty Ltd
 Brencorp Heli Pty Ltd
 Brody, E.A. and P.L.
 Bugg P.J. and Harvey J.V.
 Campbell-Hicks Airways Pty Ltd (trading as SAS Southern Air Services)
 Camrac Enterprises Pty. Ltd. T/A Schutt Flying Academy
 Central Flying Services Pty Ltd
 Central Highland Air Services Pty Ltd
 Civil Flying Services Pty Ltd (trading as Civil Flying School)
 Claremont River Pty Ltd
 Clifair Pty. Ltd.
 Combined Flight Training (Vic) Pty Ltd
 Copelin, M. (trading as Aerial Fertilisers)
 Corangamite Soaring Club
 Cosier, R.J.H. and N.C.
 Courtenay and Gardner Aviation Pty. Ltd.
 D.A. & C.L. Grainger
 Doake, J.W. (trading as Coldstream Flying School)
 Dow Pty Ltd, P.A. and W.J. (trading as Torogo Valley School of Aviation)
 E.A. & M.J. Sonneveld
 E.M. Rudge t/as Rudge Air -
 Eastick, R.L.
 Elders IXL Limited
 Ellis, J.L.W. (trading as Gold Crown Aviation)
 Emu Flying School Pty Ltd (trading as Skybird Flight Centre)
 Essendon Flying School Pty Ltd
 Executive Airlines Pty. Ltd.
 Field Air (Ballarat) Pty Ltd
 Fifth Ossa Pty Ltd, (trading as Melbourne Aircraft Maintenance Air Search Aviation)
 Fleet Air Services Tasmania Pty Ltd
 Flinders Island Airlines Pty Ltd
 Fliteway Pty Ltd
 Folldal Holdings Pty Ltd t/as Ski Aerial Spraying 1
 Foster, B.A. (trading as Woorayl Air Services)
 Freeman Airways
 Funnell, J.E. (trading as Aviation Training School)
 Galaxy Flying Safaris Pty Ltd (trading as Galaxy Aero Academy, Galaxy Airways, Galaxy Flying School)
 Gawne Aviation Pty Ltd
 Geelong Aero Club
 General Aviation Maintenance Pty Ltd
 General Flying Services Pty Ltd (trading as Moorabbin Aviation Academy)
 General Television Corporation T/A GTV 9
 Gippsland Air Pty Ltd 1 Henderson Court
 Gliding Club of Victoria
 Groupair Pty Ltd
 Hann, and Petrie, R.J. and R.H.
 Helicopter Resources Pty Ltd
 Hingston, W.G. (trading as Rosebud Aviation Service)
 Howick Investments Pty. Ltd. T/A Compass Airlines
 Hussey, R.B. and J.D. (trading as Bairnsdale Air Charter)
 J.A. Cornish & W.R. Hudswell t/as Strathfield Aviation "Brookleigh" STRATHBOGIE
 Execair Pty Ltd

J.M. Spence & W.T. Haworth t/as Airfarm Aerial Agricultural Contractors
 Jackson, H.
 Jarvis I.C. & Martin G.D T/A Skytrailing
 Jayrow Helicopters Pty Ltd
 John Correll Nominees Pty Ltd (trading as Correll Advanced Flying School)
 Johnson and Houston, P.J. and M. (trading as Euroa Soaring Centre)
 K. Wadham t/as Australian Scenic Air
 Kirkhope, A.P. (trading as Kirkhope Aviation Services)
 Kyabram Aero Club
 Kyneton Aero Club
 L.P.S.S. Pty Ltd (trading as Stereometric Services)
 Lake Eildon Airways Pty Ltd
 Lane W.N. & T.P. Pty Ltd
 Langmead, H.J. (trading as Country Air Charter)
 Lansbury, R.H.
 Laren Corporation Aviation Pty Ltd
 Latrobe Valley Aero Club
 Lee, R.J. t/as Russell Lee Aviation
 Lilydale Airfield Pty Ltd (trading as Lilydale Flying School)
 Lotus Tower Pty Ltd
 Lovell, R.D.M. (trading as Bi-Air)
 Lucas Morris (Aust) Pty Ltd
 Lusty Pty Ltd, G.R. and J.E.
 Lylesite Pty Ltd
 M.T. O'Connor Pty Ltd T/as Northern Aerial Spraying & Spreading RMB
 Maatsoo H & P Pty Ltd
 Mahon Aviation Pty Ltd (trading as Geelong Airport)
 Matthews Transport Industries (trading as Bendigo Air Service and Sovereign Airlines)
 Mayne Nickless Ltd (trading as Wards Express)
 McNaul's Aerial Corporation Spraying Pty. Ltd.
 Medair Pty Ltd
 Melbourne Corporate Jet Centre Pty Ltd
 Melbourne Institute of Aviation Pty Ltd
 Melbourne Publishing Services Pty Ltd
 Metropolis City Aviation Pty Ltd
 Micromist Aviation Pty Ltd
 Mid-Murray Flying Club
 Mildura Aviation Holdings Pty Ltd (trading as Murray Valley Airlines)
 Missionary Aviation Fellowship
 Moloney Aviation Pty Ltd (trading as Discover Flying (Australia) and Essendon Air Charter)
 Moloney Aviation Pty Ltd t/a Aerobatic Training Centre Discover Flying (Australia)
 Essendon Air Charter Moloney Aviation Penguin Express Terminal Building ESSENDON
 Moorabbin Air Charter Moorabbin Airport Northern Avenue MOORABBIN AIRPORT
 Mount Beauty Gliding Club Incorporated
 N.P.E. Pty Ltd T/as Euroa Soaring Centre
 National Safety Council of Australia, Victorian Division
 Navair Professional Aviation Australian College of Aviation -
 Need, B.E. and J.E. (trading as Aeroproach of Ararat)
 Nicholas Skyways Pty Ltd
 O'Halloran, M.R. & R.M. t/as Aviation Training School Swan Hill Airport
 Ofex Pty
 Oz-Flight International Pty
 Pacific Aviation Pty Ltd

Pastril Pty Ltd,
 Pearson Aviation Pty Ltd
 Penfield Flying School
 Peninsula Aero Club
 Peninsula Air Services Pty Ltd
 Peter Bini Advanced Flight Training Pty Ltd
 Phillip Island Air Service T/A Phillip Island Air Charter
 Pollock Aerial Promotions
 Premier Airlines Pty Ltd
 Pro-Aero Training Centre Pty Ltd
 Professional Air Services
 Promair (Australia) Pty Ltd
 R.A.A.F. East Sale Flying Club
 R.A.A.F. Point Cook Flying Club
 Reading G.J. & Reading P.A. and McPhee J.D.
 Reeve R.L. T/A Melton Flying School Melton Air Charter
 Regional Airlines (Aust.) Pty Ltd (trading as Regional Airlines)
 Reith, A.C. and E.F. (trading as Phillip Island Air Charter)
 Relief Air Crew Pty Ltd t/as The Helicopter Service of Australia "Rinsey"
 Riley Aeronautics Pty Ltd (trading as Sportavia Soaring Centre)
 Robertson Air Services Pty Ltd (trading as Robertson International Air Charter)
 Ross, R.G. (trading as Aero-Ads)
 Royal Flying Doctor Service of Aust. (Victorian Section)
 Royal Victorian Aero Club
 Safcol Seafoods Pty Ltd (trading as Safcol Charter and Fish Spotting Service)
 Set Air Pty Ltd
 Shadowstone Pty Ltd
 Sharp Aviation Pty Ltd
 Shortstop Jet Charter Pty Ltd
 Shuttle Airlines Pty. Ltd. T/A Shuttle Air Services
 Sky Farmers Pty Ltd
 Skybird Aviation Services Pty Ltd (trading as Skybird Flight Centre and Mangalore Flight Centre)
 Skysurfers Pty. Ltd.
 Skyways of Benalla Pty Ltd
 Sleigh H.C. Aviation Pty Ltd
 Socair Pty. Ltd. T/A Murray Valley Airlines Intercity Airlines
 Speedair Pty Ltd
 Staywood Air Pty. Ltd.
 Sunraysia Gliding Club
 Tashounidis, John (trading as Tash Aviation)
 Tenth Argive Pty Ltd (trading as Nicholls Air Charter)
 Torquair Pty Ltd "The Undertow"
 Trans Australia Airlines
 Transecutive Airlines Pty Ltd
 Tucana Air Systems Pty Ltd
 Victorian Airlines Pty Ltd, (Australian Aeronautical Academy)
 Victorian Helicopter Services Pty Ltd
 Vowell Air Services (Helicopters) Pty Ltd
 Wallace - Williams H. T/A Amphibair
 Walpole Pty Ltd, D. (trading as Mountain Air)
 Wangaratta Aero Club Pty Ltd
 Watt, M.C. (trading as Border Air Services (Vic.))

Wells Holdings Pty. Ltd. T/A Aerotech
Western Aerial Crop Spraying and Spreading Pty Ltd
Western Commander Pty Ltd
Western District Aviation Service Pty. Ltd.
Whittlesea Flying School Pty Ltd
Wimdown Pty Ltd (trading as Wimmera Mallee Charter Flights)
Wimmera Aero Club
Wing-Away Tours Pty Ltd
Wright, L.S. and J.H. (trading as Goulburn Valley Air Charterers)

Western Australia

Ad Astral Aviation Pty Ltd
Aerial Nominees Pty Ltd (trading as Aerial Surveys Australian for Aerial Surveys Unit Trust)
Aero Yandee Pty Ltd
Aerodata McPhar Pty Ltd
Agar, C.J. and J.M. (trading as Perry Aviation)
Agricultural and General Aviation Pty Ltd
Agricultural Protection Board
Agspray Aviation Pty Ltd
Air Australia International Hangar 112 JANDAKOT WA 6164
Air Sea Aviation Pty Ltd Hangar 112 JANDAKOT WA 6164
Aircabs Pty Ltd (trading as Aviation Academy of Aust.)
Aircabs Pty Ltd t/as Aviation Academy of Australia Academy of Air Charter 11A Eagle Drive Jandakot Airport JANDAKOT WA 6164
Airflite Pty Ltd
Albany Air Service RMB 9673 Albany Highway ALBANY WA 6330
Allied Aviation Pty Ltd
Amity Aviation Pty Ltd
Austirex International Ltd
Avior Pty Ltd
Avwest Pty. Ltd.
Badasht Enterprises Pty. Ltd. T/A Jan Beers Aviation
Bame Nominees Pty Ltd (trading as Wards Aerial Topdressing Service)
Banner Addsell Pty. Ltd.
Barrack House Limited T/A Leeuwin Helicopters
Barrie's Business Charter
Beek W.A. & M.G.
Bell, J. (trading as Albany Aviation)
Benrik Investments Pty Ltd (trading as Benrik Aviation)
Beverley Soaring Society Inc.
Boomerang Air Services Pty Ltd
Broughton Air Services
Brown and Lange, G.S. and M.A. K.E. and E.M. (trading as Aerial Outreach)
Bunbury Aero Club (Inc.)
Burton, Harre, Walters, Fogarty, R.J., G.B., K.R., T.G. and J.A. (trading as Westfield Aviation)
Campbell, Broders, R.L., N. (trading as R.A.A.F. Pearce Flying School)
Central Air Pty Ltd
Chrishine Nominees Pty Ltd (trading as Shine Aviation Services)
Collingridge, B.R. (trading as Aerial Advertising)
Conn, R.R. and M. (trading as Boconn Air)
Corporate Air Service Pty Ltd

Corrigin Spraying Service Pty Ltd
 Crabb Securities Pty. Ltd. T/A Austair
 Cubur Aerial Mustering
 Dallas, N.J. and L.A. (trading as Kimberly Air Charter)
 Dansit Pty. Ltd. T/A Island Helicopters
 Devereaux Helicopter Charter 24 Kings Park Road WEST PERTH WA 6005
 Dickey, C.J. (trading as Boab Air Travel Service)
 Drilling Corporation (Aust.) Pty Ltd (trading as Kalgoorlie Air Charter)
 Dunn P.J. & R.B.
 Dunn, I.L. (trading as Dunns Aviation)
 Edwards C.J. & E.L. T/A Limestone Pastoral Company
 Endeavour Resources Pty. Ltd.
 Erenshaw, R.L. and I.J. (trading as Kalbarri Air Charter)
 Executive Air West Pty Ltd
 Executive Air West Pty. Ltd.
 Exmouth Air Charters PO Box 154 EXMOUTH WA 6707
 Flightways Air Services
 Forrest J.H.
 Geraldton Fishermen's Co-op Ltd
 Giboland Pty. Ltd. T/A Rod Johnson Aviation for JHW Unit Trust
 Giles Aviation Pty Ltd
 Gladston Enterprises Pty. Ltd.
 Gliding Club of Western Australia
 Golden Eagle Aviation PO Box 2208 SOUTH HEDLAND WA 6722
 Gude Pty Ltd (trading as Kimberley Helicopters)
 Gude Pty. Ltd. T/A Boab Air Travel Service
 Hales, P.C. and R.E. (trading as P. and R. Air Charter)
 Hampton, F.D. (trading as Farmland Agricultural Aviation and Sun City Air Charter)
 Higham, I.H. (trading as Aircraft Exchange Services)
 Ian Blaxell Pty Ltd
 Jamaduru Investments Pty Ltd (trading as Jan Beers Aviation)
 Jarlu Pty. Ltd. T/A Kingfisher Aviation
 Jayrow Helicopters (Offshore) Pty Ltd
 John Forrest Pty Ltd
 K. Yannik t/as Crocodile Air, 74 Great Northern Highway, Halls Creek, WA 6770.
 Kalgoorlie-Boulder Aero Club (Inc.)
 Karratha Flying Services 30A Lady Douglas Drive KARRATHA WA 6714
 Kevron Photographics Pty Ltd
 Leo Tas. Aerial Pty Ltd
 Leo's Spraying Service
 Lloyd Baker Aerial Spraying Pty Ltd
 MacDougall, W.J. (trading as No. 16 Flight W.A. ATC)
 Mayne Bristow Helicopters Pty Ltd
 McInerney, R.F. and D.H. (trading as Newman Air Charter)
 Merifield Helicopters Pty Ltd
 Midwest Airlines 84 Evandale Street FLOREATPARK WA 6014
 Mining and Executive Air Charter
 Mt Newman Mining Co Pty Ltd 200 St Georges Terrace PERTH WA 6000
 Muir, C.D. and Paton K.B. (trading as Alligator Airways)
 Narrogin Flying Club (Inc.)
 Narrogin Gliding Club (Inc.)
 Nite-Lites of Aust 7 Cricklewood Way CARINE WA 6020
 Okanagan Helicopters (Aust.) Pty Ltd

Opaque Nominees Pty Ltd (trading as Fortescue Air Charter)
 Ord Air Charter Pty Ltd (trading as Broome Air Charter)
 Osborne C.F. & Renk R.C. T/A Bindi Bindi Aviation Service
 Outback Air Charter Pty Ltd
 P & P Air Charters RMB 111 BOYUP BROOK WA 6244
 Paggi (trading as Paggi's Aviation)
 Paton, Kenneth Buchanan (trading as White-Ant Helicopters)
 Paul Lyons Aviation Pty Ltd 5 Culligan Road THORNIE WA 6108
 Pearl Coast Airways Pty Ltd 79 Louise Street NEDLANDS WA 6009
 Perth Air Charters Pty Ltd
 Perth Hot Air Ballooning Centre C/- Box 1 NORTHAM WA 6401
 Pexton R.J. & M.
 Piper West Aviation (1983) Pty Ltd
 Polar Aviation Pty Ltd PO Box 646 PORT HEDLAND WA 6721
 Range West Aviation PO Box 345 WAGIN WA 6315
 Regent Air Services Pty Ltd
 Repacholi Aviation Pty Ltd
 Robertson, R.B.J. and A.B. (trading as Aerial Enterprises)
 Royal Aero Club of WA (Inc.)
 Royal Flying Doctor Service of Australia (Eastern Goldfields section),
 Royal Flying Doctor Service of Australia (W.A. section) Inc.
 Rundle, D.G. (trading as Geikie Air Charter)
 Shortis, T.A. (trading as Ronald Allen Shortis Helicopter Pilot School)
 Sigma Aviation Pty Ltd 25 Coulsen Way WILLETTON WA 6155
 Singapore Flying College Pty Ltd, 2 Compass Drive, Jandakot, W.A 6164.
 Sirgo Pty Ltd (trading as Norwest Aerial Mustering and Chopper Muster)
 Skippers Aviation Pty Ltd, Fauntleroy Avenue, Redcliffe WA 6105
 Skywest Airlines Pty Ltd
 Slingsby Helicopters Pty. Ltd.
 Smith James Geoffrey T/A Kimberley Mobile Service
 Sparkling Waters Holdings T/A Hedland Aviation for the Hedland Aviation Unit
 Stein, K.F. (trading as Great Northern Helicopters)
 Symes Bros (trading as Symes Bros)
 T.J.P. Investments Pty Ltd (trading as Major Air Charter)
 Thermal Airways t/as Northam Gliding Wing Inc PO Box 620 KALAMUNDA WA 6076
 Trevlyn Pty Ltd, (trading as Goldfields Air Service)
 Tropic Air Services Pty Ltd
 Tubby, Stanley Clive and Norma Florence (trading as Turner and Tubby)
 Ullawara Station Pty Ltd
 University Gliding and Soaring Club Inc.
 WA Air Charter & Execair Air Charter Fauntleroy Avenue PERTH AIRPORT WA 6105
 Wells E.A. & D.A. T/A Total Agrispray Service
 West Coast Helicopters Pty. Ltd.
 West Cost Helicopters Pty Ltd
 Westate Air PO Box 107 WITTENOOM WA 6752
 Western Aerial Services (trading as 1978) Pty Ltd
 Western Airlines Fauntleroy Avenue PERTH AIRPORT WA 6105
 Western Australian Police Department
 Wheatley E.H. T/A Wheatley Helicopters
 Williams, Peter Arthur (trading as Barpet Aviation)
 Windward Adventures Pty Ltd PO Box 1 NORTHAM WA 6401
 Woodie Aviation 4 Skippers Loop SOUTH HEDLAND WA 6722
 Wyalkatchem Aviation Pty Ltd

Xanthippus Pty. Ltd. T/A Star Charter
Yilgarn Aviation Pty Ltd
Zip Airfreight Pty Ltd

ROPING-IN AWARD NO. 1 OF 1999

[Roping-in Award No. 1 of 1999 inserted by [R9320](#) ppc 20Sep99]

1. TITLE

This award shall be known as the Pilots (General Aviation) Roping-in No 1 Award 1999.

2. PARTIES BOUND

This award shall be binding upon:

- (a) the Australian Federation of Air Pilots, its officers and members; and
- (b) the employers listed in Schedule A.

3. APPLICATION

Subject to that which is otherwise provided in this award, the provisions of the Pilots' (General Aviation) Award 1998 [Print R0200], as varied from time to time, shall apply.

4. OPERATION OF AWARD

This award shall come into force from the first pay period to commence on or after 20 September 1999 and shall remain in force for a period of six months.

SCHEDULE A

China Southern Western Australian Flying College, 36 Eagle Drive, Jandakot Airport, Jandakot, WA, 6164.

Dakota National Air, Building 483, Airport Avenue, Bankstown, New South Wales, 2200.

Hardy Aviation, 8 Slade Court, Marrara, Northern Territory, 0812.

Horizon Airways, Casey Avenue, Mackay, Queensland, 4740.

Island Air Link Air Charter Pty Ltd trading as Inland Pacific Air, Garbutt Airport, Townsville, Queensland, 4814.

RMIT Resources Ltd, Tivoli Court, Level 13, 239 Bourke Street, Melbourne, Victoria, 3000.

ROPING-IN AWARD NO. 1 OF 2001

[Roping-in Award No. 1 of 2001 inserted by [PR902371](#) ppc 14Mar01]

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- (b) the employers listed in Schedule A.

3. APPLICATION

Subject to that which is otherwise provided in this award, the provisions of the Pilots' (General Aviation) Award 1998 [Print R0200], as varied from time to time, shall apply.

4. OPERATION OF AWARD

This award shall come into force from the first pay period to commence on or after 14 March

SCHEDULE A

Surveillance Australia Pty Ltd, Level 9 Southgate House, 435 King William Street,
Adelaide South Australia 5000.

DECLARATION – AUSTRALIAN CAPITAL TERRITORY AND NORTHERN TERRITORY

[Common rule declared by [PR945005](#) from 24Mar04]

1. The Pilots' (General Aviation) Award 1998 as varied to date shall be a common rule of the industries and/or industrial pursuits of general aviation operations, in the Northern Territory and Australian Capital Territory, and shall be binding on all employers in the said industry in respect of the employment by them of employees in the classifications for which provision is made in the said award and shall be binding on all such employees.
2. The declaration shall not apply to:
 - (a) any employer in respect of an employee in Public Sector employment in the Northern Territory; or
 - (b) any employer in respect of any employees covered by a more appropriate award or agreement made under the *Workplace Relations Act 1996*.
3. This declaration shall operate from midnight on 24 March 2004.

DECLARATION – VICTORIA

[Common rule declared by [PR956683](#) from 14Mar05]

Further to the decision issued by the Commission on 18 March 2005 [[PR956656](#)] and pursuant to ss.141 and 493A of the *Workplace Relations Act 1996* (the Act), the Commission makes the following declaration for a common rule award:

1. In this Declaration:
 - 1.1 **the award** means the Pilots' (General Aviation) Award 1998, as varied from time to time;
 - 1.2 **employees** means employees in the industry who perform work of a kind that is covered by the award;
 - 1.3 **employers** means employers who employ employees;
 - 1.4 **the industry** means the industry of persons employed as pilots in any capacity whether full-time, part-time or casual in general aviation in Victoria, excepting regional airlines, helicopters and aerial agricultural operations.
2. That save for and subject to the matters referred to in clauses 4 to 7 below, the whole of the terms of the award, as varied from time to time, except those specified in clause 3 below, shall be:
 - 2.1 a common rule for the industry in Victoria and known as the Pilots' (General Aviation) Victorian Common Rule Declaration 2005;
 - 2.2 binding on all employers in respect of the employment by them of employees;
 - 2.3 binding on all employees; and
 - 2.4 binding on the Australian Federation of Air Pilots and the registered organisations respondent to the award.
3. The following clauses of the award are not included in the Pilots' (General Aviation) Victorian Common Rule Declaration 2005:
 - 3.1 clause 4 - Date the award starts;
 - 3.2 clause 5 - Where and who the award covers; and
 - 3.3 clause 7 - Who is bound by this award?
4. Subject to 4.1 to 4.5 below, all provisions in the Pilots' (General Aviation) Victorian Common Rule Declaration 2005 are to operate from 14 March 2005.
 - 4.1 With respect to annual leave, only periods of annual leave commencing on or after 14 March 2005 attract leave loading.

- 4.2 With respect to redundancy payments for employees of employers who have fewer than 15 employees, only service on or after the date the Award is varied is to be taken into account for the purpose of calculating **service**.
- 4.3 With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 1 January 2004 is to be taken into account for the purpose of calculating **service**. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.]
- 4.4 Any accident make-up pay clause is to apply in relation to any injury on or after 3 August 2004.
- 4.5 The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after Monday, 14 March 2005.
5. The Pilots' (General Aviation) Victorian Common Rule Declaration 2005 shall not apply to employers respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award.
6. This declaration shall not apply to a person with a disability who is eligible for a Disability Support Pension and who is employed by a supported employment service that receives funding under the *Disability Services Act 1986* to provide support for that person. [See Note 1 below].
7. An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration, prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to be paid. [See Note 2 below].
8. In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to be provided under the Pilots' (General Aviation) Victorian Common Rule Declaration 2005, the matter may be referred to a Board of Reference, consisting of a member of the Commission, which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.
- 8.1 An appeal lies from a decision of a Board of Reference to a Full Bench of the Commission.
- 8.2 This clause shall apply for a period of twelve months from the commencement date of the Pilots' (General Aviation) Victorian Common Rule Declaration 2005.
- 8.3 Any registered organisation bound by the terms of the Pilots' (General Aviation) Victorian Common Rule Declaration 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.
9. Nothing in this declaration reduces or in any way detracts from any accrued rights to any forms of leave including sick leave, annual leave, long service leave or parental leave to which employees or any of them have become entitled by accrual or otherwise prior to the commencement date in clause 10 below.

10. This declaration shall be an award of the Commission, shall come into force on 14 March 2005 and shall remain in force for a period of three months and thereafter in accordance with the Act. [See Note 3 below].

Note 1

1. Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
2. The intention of this provision is limited to preventing the award from applying to sheltered workshops (i.e. supported employment services) - it does not prevent the award from applying to employees with disabilities in open employment; and
3. Leave is reserved for any party to have this issue reconsidered in the light of any developments in the national process which is currently considering workplace relations issues for sheltered workshops. This national process includes the Disability Sector National Industry Consultative Council and any related applications that seek award coverage for sheltered workshops.

Note 2

1. The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the Regulations thereunder. Further, "existing arrangements" includes the making of contributions to such funds.
2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.
3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.
4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employers who are named respondents to the award or who are parties bound by virtue of the membership of an employer organisation.
5. The exception applies subject to any Commonwealth legislation to the contrary.

Note 3

1. Subject to section 113 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996*).

** end of text **

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.33 action on Commission's own motion
(C No. 20117 of 1998)

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996

PILOTS' (GENERAL AVIATION) AWARD 1984

(ODN C No. 00018 of 1984)

[Print F6276 [P0059]]

(C No. 00115 of 1998)

Various employees

Airline operations

COMMISSIONER WILKS

SYDNEY, 22 APRIL 1999

Award simplification

CORRECTION ORDER

A. The order issued by the Commission on 7 January 1999, [Print R0200[P0059 Con]] is corrected as follows:

1. By deleting the words 'of the' where they appear in the first line of clause 12.1 for the second time.
2. By deleting from 25.2.5 the clause number "25.3.4" and inserting "25.2.4".
3. By deleting the word "an" appearing before the word "pilot" in clause 25.4.2 and inserting the word "a".
4. By inserting the word "a" before the word "child" appearing in the first line in clause 25.4.4.
5. By deleting from 25.8.2 the clause number "25.9" and inserting "25.7".
6. By deleting the word "for" appearing in the first line in clause 26.2 and inserting the word "before".
7. By inserting the word "is" in the third line before the words "made by cash" where they appear in clause 28.1.
8. By inserting the word "on" after the word "based" in the first line in clause 29.4.
9. By deleting the word "moneys" where it appears and inserting the word "monies" in clause 30.4.3.

10. By deleting from clause 32.1.6 the clauses “33.5”, “33.4.1”, “33.4.3” and “33.4.4” appearing and inserting “32.1.4”, “32.1.3(a), (c) or (d)”.

11. By deleting from clause 32.1.8 “32.9” where it appears and inserting “32.1.10”.

12. By deleting from clause 32.1.10 the clause numbers “32.7”, “32.8” and “32.9” where they appear and inserting “32.1.7”, “32.1.8” and “32.1.9”.

13. By deleting from clause 32.1.12 the clause numbers “32.10” and “32.11” where they appear and inserting “32.1.10” and “32.1.11”.

14. By deleting from clause 32.1.14 the clause numbers “32.7”, “32.8” and “32.9” where they appear and inserting “32.1.7”, “32.1.8” and “32.1.9”.

15. By deleting from clause 32.1.15 the clause numbers “32.1”, “32.2” and “32.4” where they appear and inserting “32.1.1”, “32.1.2” and “32.1.4”.

B. This order will come into force from 7 January 1999 and shall remain in force for a period of six months.

BY THE COMMISSION:

COMMISSIONER

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996

PILOTS' (GENERAL AVIATION) AWARD 1984

(ODN C No. 00018 of 1984)

[Print F6276 [P0059]]

(C No. 00115 of 1998)

Various employees

Airline operations

COMMISSIONER WILKS

SYDNEY, 20 AUGUST 1999

Award simplification

ORDER

A. Further to the decision issued by the Commission on 20 July 1999, [Print R7339] the above award is corrected as follows:

1. By deleting Clause 1 of the Award and inserting the following:

1 AWARD TITLE

This Award will be known as the Pilots' (General Aviation) Award 1998.

2. By deleting Clause 13.2.1 of the Award and inserting the following:

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

3. By deleting Clause 31.4 of the Award and inserting the following:

31.4 Where a pilot 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:

Allowance

0630-0800 hours	\$ 13.30
1200-1330 hours	\$ 14.90
1800-2000 hours	\$ 34.70

4. By deleting Clause 32 of the Award and inserting the following:

32 CLASSIFICATION AND SALARY

32.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the April 1998 and April 1999 Safety New Review - Wages decisions [Prints Q1998 and R1999]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

32.2 Minimum salaries

32.2.1 Aircraft Classification

The following minimum annual rate of salary and residual payments apply to pilots engaged in all operations covered by this Award. The residual amounts specified will be absorbed against future safety net adjustments.

CAPTAINS

Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360 kg			
1st year of service	24 814	Nil	24 814
2nd year of service	24 814	Nil	24 814
3rd year of service	24 814	Nil	24 814
4th year of service	24 814	379	25 193
5th year of service	24 814	900	25 714
1360 kg & above			
1st year of service	26 280	Nil	26 280
2nd year of service	26 280	Nil	26 280
3rd year of service	26 280	Nil	26 280
4th year of service	26 280	304	26 584

5th year of service	26 280	829	27 109

Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
Multi Engine			
UTBNI 3360kg			
1st & 2nd year of service	30 644	Nil	30 644
3rd year of service	30 644	Nil	30 644
4th year of service	30 644	Nil	30 644
5th year of service	30 644	332	30 976
6th year of service	30 644	993	31 637
7th year of service	30 644	1 660	32 304
8th year of service	30 644	2 320	32 964
3360kg UTBNI 5660k			
1st, 2nd & 3rd year of service	32 528	Nil	32 528
4th year of service	32 528	Nil	32 528
5th year of service	32 528	Nil	32 528
6th year of service	32 528	418	32 946
7th year of service	32 528	1 078	33 606
8th year of service	32 528	1 740	34 268
5560kg UTBNI 8500kg			
1st, 2nd & 3rd year of service	34 814	Nil	34 814
4th year of service	34 814	Nil	34 814
5th year of service	34 814	Nil	34 814
6th year of service	34 814	307	35 121
7th year of service	34 814	970	35 784
8th year of service	34 814	1 636	36 450
8500kg UTBNI 12000kg			
1st, 2nd, 3rd & 4th year of service	38 256	Nil	38 256
5th year of service	38 256	Nil	38 256
6th year of service	38 256	Nil	38 256
7th year of service	38 256	35	38 291
8th year of service	38 256	700	38 956

Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
B12000kg UTBNI 15000 kg			
1st, 2nd, 3rd & 4th year of service	41 803	Nil	41 803
5th year of service	41 803	Nil	41 803
6th year of service	41 803	Nil	41 803
7th year of service	41 803	Nil	41 803
8th year of service	41 803	636	42 439
15000 UTBNI 19000kg			
1st, 2nd, 3rd & 4th year of service	46 376	Nil	46 376
5th year of service	46 376	Nil	46 376
6th year of service	46 376	Nil	46 376
7th year of service	46 376	Nil	46 376
8th year of service	46 376	410	46 786

FIRST OFFICERS/SECOND PILOTS

Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360kg			
1st year of service	17 966	Nil	17 966
2nd year of service	17 966	Nil	17 966
3rd year of service	17 966	Nil	17 966
4th year of service	17 966	156	18 122
5th year of service	17 966	495	18 461
1360kg & above			
1st year of service	18 919	Nil	18 919
2nd year of service	18 919	Nil	18 919
3rd year of service	18 919	Nil	18 919
4th year of service	18 919	108	19 027
5th year of service	18 919	449	19 368
Multi Engine			
UTBNI 3360kg			
1st & 2nd year of service	21 755	Nil	-
3rd year of service	21 755	Nil	-
4th year of service	21 755	Nil	-
5th year of service	21 755	168	21 923
6th year of service	21 755	573	22 328
7th year of service	21 755	981	22 736
8th year of service	21 755	1 386	23 141

Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
3360kg UTBNI 5660kg			
1st, 2nd & 3rd year of service	23 023	Nil	23 023
4th year of service	23 023	Nil	23 023
5th year of service	23 023	Nil	23 023
6th year of service	23 023	106	23 129
7th year of service	23 023	510	23 533
8th year of service	23 023	920	23 943
5660kg UTBNI 8500KG			
1st, 2nd & 3rd year of service	24 423	Nil	24 423
4th year of service	24 423	Nil	24 423
5th year of service	24 423	Nil	24 423
6th year of service	24 423	38	24 461
7th year of service	24 423	445	24 868
8th year of service	24 423	853	25 276
8500kg UTBNI 12000kg			
1st, 2nd, 3rd & 4th year of service	26 430	Nil	26 430
5th year of service	26 430	Nil	26 430
6th year of service	26430	Nil	26 430
7th year of service	26 430	39	26 469
8th year of service	26 430	446	26 876
12000kg UTBNI 15000kg			
1st, 2nd, 3rd & 4th year of service	28 773	Nil	28 773
5th year of service	28 773	Nil	28 773
6th year of service	28 773	Nil	28 773
7th year of service	28 773	Nil	28 773
8th year of service	28 773	237	29 010

Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
15000kg UTBNI 19000kg			
1st, 2nd, 3rd & 4th year of service	31 468	Nil	31 468
5th year of service	31 468	Nil	31 468
6th year of service	31 468	Nil	31 468
7th year of service	31 468	Nil	31 468
8th year of service	31 468	181	31 649

32.2.2 Fokker - 28 Rates

Pilots employed by Flight West Pty Ltd and engaged on F28 operations will be paid the following minimum annual salary;

Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
Captain	86 335	Nil	86 335
First Officer	54 138	Nil	54 138

32.2.3 Additions to salary base

In addition to salary base the following salary components will be paid as applicable:

32.2.3(a) A pilot flying piston engine aircraft engaged on commuter operations will be paid an additional allowance of \$962 per annum;

32.2.3(b) A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of a Senior commercial Pilots' Licence or Airline Transport Pilots Licence by his company or CASA (or who operates under an exemption from holding that licence) - \$3 173 per annum;

32.2.3(c) A pilot flying a turbo-prop aircraft - \$4 188 per annum;

32.2.4(d) A pilot (excluding Fokker-28 pilots) flying a turbo-jet aircraft \$6 728 per annum.

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

Command or Class 1	3 847
Co-pilot or Class 2	2 500
Night VFR or Class 4	962

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

32.2.6 First Officer/Second Pilot

A First Officer/Second Pilot will be paid the relevant instrument rating under 32.2.4 above where applicable and in addition 65 percent of the amounts specified in 32.2.3(a)(c) or (d).

32.2.7 Salaries - flight Instruction

The following additions to the minimum salary provided in 32.2 for flight instruction.

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

Single engine:	grade III single engine charter grade II single engine charter plus \$2 190 pa grade I single engine charter plus \$4 381 pa
Multi engine:	grade III multi engine charger grade II multi engine charter plus \$2 190 pa grade I multi engine charter plus \$4 381

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.

A Grade I instructor engaged on single engine aircraft covering eight years of service with the same employer will be paid annual increments of \$556 for the sixth, seventh and eight year of service with the employer.

32.2.8 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	3 847
Co-Pilot or class 2	2 500
Night VFR or class 4	962

- 32.2.9** An Instructor not being CFI who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of five percent in addition to the salary determined under 32.2.7 and 32.2.8.
- 32.2.10** An Instructor not being 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 five percent of salary per annum applicable to the instructor's years of service.
- 32.2.11** An instructor not being CFI who carries out combined functions listed in 32.2.9 and 32.2.10 will be paid an additional amount at the rate of seven percent per annum applicable to their years of service.
- 32.2.12** Where a pilot who is engaged in a particular category or classification of work is required to carry out flying duties in a category or classification attracting a higher level of remuneration, the pilot will be paid for all such duties at the applicable higher rate of remuneration for a minimum period of seven days and will at the same time be entitled to any higher employment benefits applicable to that category.
- 32.2.13** A CFI will be paid the highest of the following payments applicable to the rating of their school:

	%
Private rating school	6
Commercial rating school	8
Instrument rating school	10
Instructor rating school	15

In addition to the salary determined under 32.2.7 and 32.2.8 above. The above amounts relate to pilot, supervisory and CAO 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.

32.2.14 Salaries - General Provisions

The following additions to salary, as specified in 32.2.1, 32.2.2 and 32.2.4 will apply to all pilots, other than those engaged as Flight Instructors.

Where the pilot designated is responsible for:

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

B. This order shall come into force from the beginning of the first pay period commencing on or after 20 August 1999 and shall remain in force for a period of three months.

BY THE COMMISSION:

COMMISSIONER

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.99 notification of industrial dispute

Australian Federation of Air Pilots

and

Island Link Air Charter Pty Ltd (trading as Inland Pacific Air Charter) and others
(C No. 31782 of 1999)

PILOTS (GENERAL AVIATION) AWARD 1998
(ODN C No. 00018 of 1984)
[Print R8295 [V001 P0059]]

Various employees

Airline operations

COMMISSIONER WHELAN

MELBOURNE, 20 SEPTEMBER 1999

Responsency - wages and conditions.

AWARD

1 - TITLE

This award shall be known as the Pilots (General Aviation) Roping-in No 1 Award 1999.

2 - PARTIES BOUND

This award shall be binding upon:

- (a) the Australian Federation of Air Pilots, its officers and members; and
- (b) the employers listed in Schedule A.

3 - APPLICATION

Subject to that which is otherwise provided in this award, the provisions of the Pilots' (General Aviation) Award 1998 [Print R0200], as varied from time to time, shall apply.

4 - OPERATION OF AWARD

This award shall come into force from the first pay period to commence on or after 20 September 1999 and shall remain in force for a period of six months.

BY THE COMMISSION:

COMMISSIONER

Appearances:

L. Cox for the Australian Federation of Air Pilots.

Hearing details:

1999.

Melbourne:

September 20.

SCHEDULE A

China Southern Western Australian Flying College, 36 Eagle Drive, Jandakot Airport, Jandakot, WA, 6164.

Dakota National Air, Building 483, Airport Avenue, Bankstown, New South Wales, 2200.

Hardy Aviation, 8 Slade Court, Marrara, Northern Territory, 0812.

Horizon Airways, Casey Avenue, Mackay, Queensland, 4740.

Island Air Link Air Charter Pty Ltd trading as Inland Pacific Air, Garbutt Airport, Townsville, Queensland, 4814.

RMIT Resources Ltd, Tivoli Court, Level 13, 239 Bourke Street, Melbourne, Victoria, 3000.

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P0059 V003 H Print S9648

The attached order [S9648] replaces the one previously filed on 28 August 2000.

SHARYN BRIMAGE
CLERK TO LEARY, C

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application for variation

Australian Federation of Air Pilots
(C No. 34224 of 2000)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN C No. 00018 of 1984)
[Print {insert Print no.} [P0059]]

Pilots

Airline industry

COMMISSIONER LEARY

HOBART, 28 AUGUST 2000

Safety Net Review 2000.

ORDER

A. The above award is varied as follows:

1. By deleting clause 32.1, 32.2.1 and inserting the following:

32.1 CLASSIFICATION AND SALARY

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2000* decision [Print S5000]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

32.2.1 Aircraft Classification

The following minimum annual rate of salary and residual payments apply to pilots engaged in all operations covered by this Award. The residual amounts specified will be absorbed against future safety net adjustments.

CAPTAINS

Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360 kg			
1st year of service	25 594	Nil	25 594
2nd year of service	25 594	Nil	25 594
3rd year of service	25 594	Nil	25 594
4th year of service	25 594	Nil	25 594
5th year of service	25 594	120	25 714
1360 kg & above			
1st year of service	27 060	Nil	27 060
2nd year of service	27 060	Nil	27 060
3rd year of service	27 060	Nil	27 060
4th year of service	27 060	Nil	27 060
5th year of service	27 060	49	27 109
Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
Multi Engine			
UTBNI 3360kg			
1st year of service	31 424	Nil	31 424
2 nd year of service	31 424	Nil	31 424
3rd year of service	31 424	Nil	31 424
4th year of service	31 424	Nil	31 424
5th year of service	31 424	Nil	31 424
6th year of service	31 424	213	31 637
7th year of service	31 424	880	32 304
8th year of service	31 424	1540	32 964
3360kg UTBNI 5660 k			
1st year of service	33 308	Nil	33 308
2 nd year of service	33 308	Nil	33 308
3 rd year of service	33 308	Nil	33 308
4th year of service	33 308	Nil	33 308
5th year of service	33 308	Nil	33 308
6th year of service	33 308	Nil	33 308
7th year of service	33 528	298	33 606
8th year of service	33 308	960	34 268
5560kg UTBNI 8500kg			
1 st year of service	35 594	Nil	35 594
2 nd year of service	35 594	Nil	35 594
3 rd year of service	35 594	Nil	35 594
4th year of service	35 594	Nil	35 594

5th year of service	35 594	Nil	35 594
6th year of service	35 594	Nil	35 594
7th year of service	35 594	190	35 784
8th year of service	35 594	856	36 450
8500kg UTBNI 12000kg			
1st year of service	39 036	Nil	39 036
2 nd year of service	39 036	Nil	39 036
3 rd year of service	39 036	Nil	39 036
4 th year of service	39 036	Nil	39 036
5th year of service	39 036	Nil	39 036
6th year of service	39 036	Nil	39 036
7th year of service	39 036	Nil	39 036
8th year of service	39 036	Nil	39 036
Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
12000kg UTBNI 15000 kg			
1 st year of service	42 583	Nil	42 583
2 nd year of service	42 583	Nil	42 583
3 rd year of service	42 583	Nil	42 583
4 th year of service	42 583	Nil	42 583
5th year of service	42 583	Nil	42 583
6th year of service	42 583	Nil	42 583
7th year of service	42 583	Nil	42 583
8th year of service	42 583	Nil	42 583
15000 UTBNI 19000kg			
1 st year of service	47 156	Nil	47 156
2 nd year of service	47 156	Nil	47 156
3 rd year of service	47 156	Nil	47 156
4 th year of service	47 156	Nil	47 156
5th year of service	47 156	Nil	47 156
6th year of service	47 156	Nil	47 156
7th year of service	47 156	Nil	47 156
8th year of service	47 156	Nil	47 156

FIRST OFFICERS/SECOND PILOTS

Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360kg			
1st year of service	18 746	Nil	18 746

2nd year of service	18 746	Nil	18 746
3rd year of service	18 746	Nil	18 746
4th year of service	18 746	Nil	18 746
5th year of service	18 746	Nil	18 746
1360kg & above			
1st year of service	19 699	Nil	19 699
2nd year of service	19 699	Nil	19 699
3rd year of service	19 699	Nil	19 699
4th year of service	19 699	Nil	19 699
5th year of service	19 699	Nil	19 699
Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
Multi Engine			
UTBNI 3360kg			
1st year of service	22 535	Nil	22 535
2 nd year of service	22 535	Nil	22 535
3rd year of service	22 535	Nil	22 535
4th year of service	22 535	Nil	22 535
5th year of service	22 535	Nil	22 535
6th year of service	22 535	Nil	22 535
7th year of service	22 535	201	22 736
8th year of service	22 535	606	23 141
3360kg UTBNI 5660kg			
1st year of service	23 803	Nil	23 803
2 nd year of service	23 803	Nil	23 803
3 rd year of service	23 803	Nil	23 803
4th year of service	23 803	Nil	23 803
5th year of service	23 803	Nil	23 803
6th year of service	23 803	Nil	23 803
7th year of service	23 803	Nil	23 803
8th year of service	23 803	140	23 943
5660kg UTBNI 8500KG			
1 st year of service	25 203	Nil	25 203
2 nd year of service	25 203	Nil	25 203
3 rd year of service	25 203	Nil	25 203
4th year of service	25 203	Nil	25 203
5th year of service	25 203	Nil	25 203
6th year of service	25 203	Nil	25 203
7th year of service	25 203	Nil	25 203
8th year of service	25 203	73	25 276

8500kg UTBNI 12000kg			
1 st year of service	27 210	Nil	27 210
2 nd year of service	27 210	Nil	27 210
3 rd year of service	27 210	Nil	27 210
4 th year of service	27 210	Nil	27 210
5 th year of service	27 210	Nil	27 210
6 th year of service	27 210	Nil	27 210
7 th year of service	27 210	Nil	27 210
8 th year of service	27 210	Nil	27 210
Classification	Minimum Rate Salary p.a.	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
12000kg UTBNI 15000kg			
1 st year of service	29 553	Nil	29 553
2 nd year of service	29 553	Nil	29 553
3 rd year of service	29 553	Nil	29 553
4 th year of service	29 553	Nil	29 553
5 th year of service	29 553	Nil	29 553
6 th year of service	29 553	Nil	29 553
7 th year of service	29 553	Nil	29 553
8 th year of service	29 553	Nil	29 553
15000kg UTBNI 19000kg			
1 st year of service	32 248	Nil	32 248
2 nd year of service	32 248	Nil	32 248
3 rd year of service	32 248	Nil	32 248
4 th year of service	32 248	Nil	32 248
5 th year of service	32 248	Nil	32 248
6 th year of service	32 248	Nil	32 248
7 th year of service	32 248	Nil	32 248
8 th year of service	32 248	Nil	32 248

B. This order shall come into force from the first pay period to commence on or after 20 August 2000 and shall remain in force for a period of six months.

BY THE COMMISSION:

COMMISSIONER

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** end of text **

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application for variation

Australian Federation of Air Pilots
(C No. 37929 of 2000)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN C No. 00018 of 1984)
[Print R8259 [P0059]]

Pilots

Airline operations

SENIOR DEPUTY PRESIDENT ACTON

MELBOURNE, 9 NOVEMBER 2000

Accommodation and meal allowances.

ORDER

A. Further to the decision of the Commission issued in transcript on 1 November 2000, the above award is varied as follows:

1. By deleting clause 31 and inserting the following:

31. ACCOMMODATION AND MEAL ALLOWANCES

31.1 When a pilot is required in the course of employment to layover from the pilots' home base, the pilot will be reimbursed all costs necessarily incurred in relation to accommodation and meals.

31.2 When a pilot demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, a pilot will be paid, in addition to the reimbursement allowance in 31.1, a hard-lying allowance of \$60 plus \$14 lay-over allowance.

31.3 Where the employer and the pilot agree, an allowance of \$84.50 may be paid in lieu of the allowance in 31.1 and 31.2.

31.4 Where a pilot 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:

	Allowance
0630-0800 hours	\$20.00
1200-1330 hours	\$18.00
1800-2000 hours	\$40.00

31.5 For each night or part thereof when a pilot is required to camp out, a pilot will be paid \$55.30 camping out allowance. The allowance payable under this subclause is in lieu of all other allowances in this clause.

B. This order shall come into force from the first pay period to commence on or after 1 November 2000 and shall remain in force for a period of six months.

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.99 notification of industrial dispute

Australian Federation of Air Pilots

and

Surveillance Australia Pty Ltd

(C No. 33109 of 2000)

PILOTS (GENERAL AVIATION) AWARD 1998

(ODN C No. 00018 of 1984)

Various employees

Airline operations

DEPUTY PRESIDENT LEARY

HOBART, 5 APRIL 2001

Responsency - wages and conditions.

AWARD

1 - TITLE

This award shall be known as the Pilots (General Aviation) Roping-in No 1 Award 2001.

2 - PARTIES BOUND

This award shall be binding upon:

- (a) the Australian Federation of Air Pilots, its officers and members; and
- (b) the employers listed in Schedule A.

3 - APPLICATION

Subject to that which is otherwise provided in this award, the provisions of the Pilots' (General Aviation) Award 1998 [Print R0200], as varied from time to time, shall apply.

4 - OPERATION OF AWARD

This award shall come into force from the first pay period to commence on or after 14 March 2001 and shall remain in force for a period of six months.

BY THE COMMISSION:

DEPUTY PRESIDENT

Appearances:

L. Cox for the Australian Federation of Air Pilots.

Hearing details:

2001.

Melbourne:

March 14.

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SCHEDULE A

Surveillance Australia Pty Ltd, Level 9 Southgate House, 435 King William Street,
Adelaide South Australia 5000.

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application for variation

Australian Federation of Air Pilots
(C No. 34224 of 2000)

PILOTS (GENERAL AVIATION) AWARD 1998
(ODN C No. 00018 of 1984)
[Print R8295 [P0059]]

Various employees

Airline operations

DEPUTY PRESIDENT LEARY

HOBART, 14 JUNE 2001

ORDER

A. Further to the decision issued by the Commission PR905244, the above award is varied as follows:

- By deleting clause 32.2.2 and inserting the following:

32.2.2 Larger Aircraft Rates

Pilots employed and engaged on Larger Aircraft operations will be paid the following minimum annual salary;

Classification	Minimum Rate Salary p.a	Residual per Annum	Total Rate Salary p.a.
	\$	\$	\$
Captain - Fokker 28 CRJ - 50	87 115	Nil	87 115
First Officer - Fokker 28 CRJ - 50	54 918	Nil	54 918
Captain - BAe - 146 Fokker - 100 Boeing - 717	95 000	Nil	95 000
First Officer - BAe - 146 Fokker - 100 Boeing - 717	59 888	Nil	59 888
Captain -	100 000	Nil	100 000

Boeing 737 Boeing 727			
First Officer - Boeing 737 Boeing 727	63 000	Nil	63 000

B. This order shall come into force from the first pay period to commence on or after today and shall remain in force for a period of six months.

BY THE COMMISSION:

DEPUTY PRESIDENT

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application for variation

Australian Federation of Air Pilots
(C2002/1063)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN T No. 00018 of 1984)
[Print R8295 [P0059]]

Various employees

Airline operations

COMMISSIONER EAMES

MELBOURNE, 27 MARCH 2002

Safety Net Review May 2001 - wages and allowances.

CONSENT ORDER

A. Further to the decision of a Full Bench of the Commission in the *Safety Net Review - Wages May 2001* decision [PR002001] the above award is varied as follows:

1. By deleting clause 32.1 and inserting the following:

32.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2001* decision [PR002001]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

2. By deleting 32.2.1 and inserting the following:

32.2.1 Aircraft Classification

The following minimum annual rate of salary and residual payments apply to pilots engaged in all operations covered by this Award. The residual amounts specified will be absorbed against future safety net adjustments.

CAPTAINS

Classification	Minimum rate salary per annum	Residual per annum	Total rate salary per annum
	\$	\$	\$
Single Engine			
UTBNI 1360 kg			
1st year of service	26 374	Nil	26 374
2 nd year of service	26 374	Nil	26 374
3 rd year of service	26 374	Nil	26 374
4 th year of service	26 374	Nil	26 374
5 th year of service	26 374	Nil	26 374
1360 kg & above			
1st year of service	27 840	Nil	27 840
2 nd year of service	27 840	Nil	27 840
3 rd year of service	27 840	Nil	27 840
4 th year of service	27 840	Nil	27 840
5 th year of service	27 840	Nil	27 840
Multi Engine			
UTBNI 3360kg			
1st year of service	32 308	Nil	32 308
2 nd year of service	32 308	Nil	32 308
3 rd year of service	32 308	Nil	32 308
4 th year of service	32 308	Nil	32 308
5 th year of service	32 308	Nil	32 308
6 th year of service	32 308	Nil	32 308
7 th year of service	32 308	Nil	32 308
8 th year of service	32 308	656	32 964
3360kg UTBNI 5660 k			
1st year of service	34 192	Nil	34 192
2 nd year of service	34 192	Nil	34 192
3 rd year of service	34 192	Nil	34 192
4 th year of service	34 192	Nil	34 192
5 th year of service	34 192	Nil	34 192
6 th year of service	34 192	Nil	34 192
7 th year of service	34 192	Nil	34 192
8 th year of service	34 192	76	34 268

Classification	Minimum rate salary per annum	Residual per annum	Total rate salary per annum
	\$	\$	\$
1st year of service	36 478	Nil	36 478
2 nd year of service	36 478	Nil	36 478
3 rd year of service	36 478	Nil	36 478
4 th year of service	36 478	Nil	36 478
5 th year of service	36 478	Nil	36 478
6 th year of service	36 478	Nil	36 478
7 th year of service	36 478	Nil	36 478
8 th year of service	36 478	Nil	36 478
8500kg UTBNI 12000kg			
1st year of service	39 920	Nil	39 920
2 nd year of service	39 920	Nil	39 920
3 rd year of service	39 920	Nil	39 920
4 th year of service	39 920	Nil	39 920
5 th year of service	39 920	Nil	39 920
6 th year of service	39 920	Nil	39 920
7 th year of service	39 920	Nil	39 920
8 th year of service	39 920	Nil	39 920
12000kg UTBNI 15000 kg			
1st year of service	43 467	Nil	43 467
2 nd year of service	43 467	Nil	43 467
3 rd year of service	43 467	Nil	43 467
4 th year of service	43 467	Nil	43 467
5 th year of service	43 467	Nil	43 467
6 th year of service	43 467	Nil	43 467
7 th year of service	43 467	Nil	43 467
8 th year of service	43 467	Nil	43 467
15000 UTBNI 19000kg			
1st year of service	48 040	Nil	48 040
2 nd year of service	48 040	Nil	48 040
3 rd year of service	48 040	Nil	48 040
4 th year of service	48 040	Nil	48 040
5 th year of service	48 040	Nil	48 040
6 th year of service	48 040	Nil	48 040
7 th year of service	48 040	Nil	48 040
8 th year of service	48 040	Nil	48 040

FIRST OFFICERS/SECOND PILOTS

Classification	Minimum rate salary per annum	Residual per annum	Total rate salary per annum
	\$	\$	\$
Single Engine			
UTBNI 1360kg			
1st year of service	19 422	Nil	19 422
2 nd year of service	19 422	Nil	19 422
3 rd year of service	19 422	Nil	19 422
4 th year of service	19 422	Nil	19 422
5 th year of service	19 422	Nil	19 422
1360kg & above			
1st year of service	20 375	Nil	20 375
2 nd year of service	20 375	Nil	20 375
3 rd year of service	20 375	Nil	20 375
4 th year of service	20 375	Nil	20 375
5 th year of service	20 375	Nil	20 375
Multi Engine			
UTBNI 3360kg			
1st year of service	23 211	Nil	23 211
2 nd year of service	23 211	Nil	23 211
3 rd year of service	23 211	Nil	23 211
4 th year of service	23 211	Nil	23 211
5 th year of service	23 211	Nil	23 211
6 th year of service	23 211	Nil	23 211
7 th year of service	23 211	Nil	23 211
8 th year of service	23 211	Nil	23 211
3360kg UTBNI 5660kg			
1st year of service	24 479	Nil	24 479
2 nd year of service	24 479	Nil	24 479
3 rd year of service	24 479	Nil	24 479
4 th year of service	24 479	Nil	24 479
5 th year of service	24 479	Nil	24 479
6 th year of service	24 479	Nil	24 479
7 th year of service	24 479	Nil	24 479
8 th year of service	24 479	Nil	24 479

Classification	Minimum rate salary per annum	Residual per annum	Total rate salary per annum
	\$	\$	\$
5660kg UTBNI 8500KG			
1st year of service	25 879	Nil	25 879
2 nd year of service	25 879	Nil	25 879
3 rd year of service	25 879	Nil	25 879
4 th year of service	25 879	Nil	25 879
5 th year of service	25 879	Nil	25 879
6 th year of service	25 879	Nil	25 879
7 th year of service	25 879	Nil	25 879
8 th year of service	25 879	Nil	25 879
8500kg UTBNI 12000kg			
1st year of service	27 990	Nil	27 990
2 nd year of service	27 990	Nil	27 990
3 rd year of service	27 990	Nil	27 990
4 th year of service	27 990	Nil	27 990
5 th year of service	27 990	Nil	27 990
6 th year of service	27 990	Nil	27 990
7 th year of service	27 990	Nil	27 990
8 th year of service	27 990	Nil	27 990
12000kg UTBNI 15000kg			
1st year of service	30 333	Nil	30 333
2 nd year of service	30 333	Nil	30 333
3 rd year of service	30 333	Nil	30 333
4 th year of service	30 333	Nil	30 333
5 th year of service	30 333	Nil	30 333
6 th year of service	30 333	Nil	30 333
7 th year of service	30 333	Nil	30 333
8 th year of service	30 333	Nil	30 333
15000kg UTBNI 19000kg			
1st year of service	33 132	Nil	33 132
2 nd year of service	33 132	Nil	33 132
3 rd year of service	33 132	Nil	33 132
4 th year of service	33 132	Nil	33 132
5 th year of service	33 132	Nil	33 132
6 th year of service	33 132	Nil	33 132
7 th year of service	33 132	Nil	33 132
8 th year of service	33 132	Nil	33 132

3. By deleting clause 32.2.2 and inserting the following:

32.2.2 Larger Aircraft Rates

Pilots employed and engaged on Larger Aircraft operations will be paid the following minimum annual salary;

Classification	Minimum rate salary per annum	Residual per annum	Total rate salary per annum
	\$	\$	\$
Captain- Fokker 28 CRJ-50	87 999	Nil	87 999
First Officer- Fokker 28 CRJ-50	55 802	Nil	55 802
Captain- BAe-146 Fokker- 100 Boeing- 717	95 884	Nil	95 884
First Officer- BAe-146 Fokker- 100 Boeing- 717	60 772	Nil	60 772
Captain- Boeing 737 Boeing 727	100 884	Nil	100 884
First Officer- Boeing 737 Boeing 727	63 884	Nil	63 884

B. This order shall come into force from the first pay period to commence on or after 26 March 2002 and shall remain in force for a period of six months.

BY THE COMMISSION:

COMMISSIONER

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application for variation

Australian Federation of Air Pilots
(C2003/1070)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN C No. 00018 of 1984)
[Print P0059 [AW792332]]

Pilots

Airline operations

DEPUTY PRESIDENT IVES

MELBOURNE, 4 APRIL 2003

Safety Net Review Wages May 2002 – wages and allowances

ORDER

A. Further to the Safety Net Review - Wages 2002 decision [Print PR002002] issued by the Commission on 9 May 2002, the above award is varied as follows:

1. By deleting clause 30.4 and inserting the following:

30.4 Loss of licence allowance

30.4.1 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 \$1000 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.

30.4.2 A pilot may request that his employer pay the allowance prescribed in 30.4.1 of this clause direct to the Australian Federation of Air Pilots' Mutual Benefit Fund.

[30.4.3 varied by Con-a from 07Jan99]

30.4.3 Where a pilot employed as a Grade III Instructor has received payment of the amount specified in 30.4.1 of this clause and subsequently terminates his employment, the employer may deduct from monies due to the instructor on termination, such appropriate amount of payment under 30.4.1 as would have applied in respect of the wholly unexpired quarters of the premium year.

2. By deleting clause 32.1, 32.2.1 and inserting the following:

32. CLASSIFICATION AND SALARY

32.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2002* decision [[PR002002](#)]. This arbitrated

safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

32.2 Minimum salaries

32.2.1 Aircraft Classification

CAPTAINS

Classification	Previous Base Salary	Safety net Adjustment May 02	New Base Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360kg			
	26 374	936	27 310
1360kg & above			
	27 840	936	28 776
Classification	Previous Base Salary	Safety net Adjustment May 02	New Base Salary p.a.
	\$	\$	\$
Multi Engine			
UTBNI 3360kg			
	32 308	936	33 244
3360kg UTBNI 5660 kg			
	34 192	936	35 128
5560kg UTBNI 8500kg			
	36 478	936	37 414
8500kg UTBNI 12000kg			
	39 920	936	40 856
12000kg UTBNI 15000kg			

	43 467	936	44 403
15000kg UTBNI 19000kg			
	48 040	936	48 976

FIRST OFFICERS/SECOND PILOTS

Classification	Previous Base Salary	Safety net Adjustment May 02	New Base Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360kg			
	19 422	936	20 358
1360kg & above			
	20 375	936	21 311
Classification	Previous Base Salary	Safety net Adjustment May 02	New Base Salary p.a.
	\$	\$	\$
Multi Engine			
UTBNI 3360kg			
	23 211	936	24 147
3360kg UTBNI 5660kg			
	24 479	936	25 415
5660kg UTBNI 8500kg			
	25 879	936	26 815
8500kg UTBNI 12000kg			
	27 990	936	28 926
12000kg UTBNI 15000kg			
	30 333	936	31 269
15000kg UTBNI 19000kg			
	33 132	936	34 068

3. By deleting clause 32.2.2 and inserting the following:

32.2.2 Larger Aircraft Rates

Pilots employed and engaged on Larger Aircraft operations will be paid the following minimum annual salary;

Classification	Previous Base Salary	Safety net Adjustment May 02	New Base Salary p.a.
	\$	\$	\$
Captain- Fokker 28 CRJ-50	87 999	936	88 935
First Officer- Fokker 28 CRJ-50	55 802	936	56 738
Captain- BAe-146 Fokker- 100 Boeing- 717	95 884	936	96 820
First Officer- BAe-146 Fokker- 100 Boeing- 717	60 772	936	61 708
Captain- Boeing 737 Boeing 727	100 884	936	101 820
First Officer- Boeing 737 Boeing 727	63 884	936	64 820

B. This order shall come into force from the first pay period to commence on or after 31 March 2003 and shall remain in force for a period of six months.

BY THE COMMISSION:

DEPUTY PRESIDENT IVES

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AW792332 PR944141

The attached document replaces the document previously issued with the above code on 27 February 2004.

Maria Mally
Associate to Senior Deputy President Watson

Dated 22 March 2004

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of awards pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996

PILOTS' (GENERAL AVIATION) AWARD 1984

(ODN C No. 00018 of 1984)

[P0059 Print F6276]

(C No. 00115 of 1998)

Airline operations

SENIOR DEPUTY PRESIDENT WATSON

MELBOURNE, 27 FEBRUARY 2004

Award simplification.

CORRECTION ORDER

A. Further to the order issued by Commissioner Wilks on 7 January 1999, [P0059 Print R0200] that order is corrected as follows:

By deleting the words "10 pilots or more %" appearing in the table heading of 32.1.15 and inserting "10 pilots or less %".

B. This order will come into force from 7 January 1999 and shall remain in force for a period of three months.

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.141 application for common rule declaration

Australian Federation of Air Pilots
(C2004/1576)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN T00018 of 1984)
[AW792332CAN Print R8295]

Airline operations

COMMISSIONER EAMES

MELBOURNE, 31 MARCH 2004

Award declared common rule.

DECLARATION

1. The Pilots' (General Aviation) Award 1998 as varied to date shall be a common rule of the industries and/or industrial pursuits of general aviation operations, in the Northern Territory and Australian Capital Territory, and shall be binding on all employers in the said industry in respect of the employment by them of employees in the classifications for which provision is made in the said award and shall be binding on all such employees.
2. The declaration shall not apply to:
 - (a) any employer in respect of an employee in Public Sector employment in the Northern Territory; or
 - (b) any employer in respect of any employees covered by a more appropriate award or agreement made under the *Workplace Relations Act 1996*.
3. This declaration shall operate from midnight on 24 March 2004.

BY THE COMMISSION:

COMMISSIONER

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application for variation

Australian Federation of Air Pilots
(C2004/1818)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN T00018/84)
[AW792332 Print R8295]

Airline operations

DEPUTY PRESIDENT IVES

MELBOURNE, 31 MARCH 2004

Safety Net Review Wages May 2003 – wages and allowances.

ORDER

A. Further to the Safety Net Review - Wages 2003 decision [Print PR002003] issued by the Commission on 6 May 2003, the above award is varied as follows:

1. By deleting clause 30 and inserting the following:

30. ALLOWANCES

30.1 Provision of transport

30.1.1 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 the pilot's base airport irrespective of time of departure or return. Where a pilot lives in excess of 50 kilometres from their base airport the employer may elect to pay the pilot the allowance of 61 cents per kilometre prescribed in 30.1.3 hereof in lieu of the provision of transport.

30.1.2 Where a pilot stays at any designated place away from home base the employer will provide the pilot with transport, free of cost to the pilot, between the airport and the pilot's place of accommodation and return at the required time.

30.1.3 Private vehicle used on employer's business

30.1.3(a) No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees.

30.1.3(b) Where a pilot agrees to use their private vehicle for the employer's purposes the pilot will be paid an allowance of 61 cents per kilometre.

30.2 Transport allowance

A pilot will be reimbursed an amount of \$6.10 in respect of return travel between the pilot's home and the pilot's home base airport where a pilot signs on for duty or signs off from duty between the hours of 1900 and 0700. This allowance will not be paid to a pilot who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in 30.1.3 hereof.

30.3 Engineering and other duties allowances

30.3.1 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 \$53.70 for each such inspection.

30.3.2 A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid \$27.35 for each hour or part thereof whilst so engaged in addition to all other entitlements.

30.3.3 In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight carried during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid \$65.35 for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.

30.3.4 Nothing in this clause will be construed to remove the obligations of a pilot to supervise the loading and/or unloading of his aircraft.

30.3.5 Night operations

Pilots who exceed eight night operations as defined in any 28 day duty cycle will be reimbursed \$7.75 for each night operation flown as a personal disability allowance.

30.4 Loss of licence allowance

30.4.1 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 \$1000 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.

30.4.2 A pilot may request that his employer pay the allowance prescribed in 30.4.1 of this clause direct to the Australian Federation of Air Pilots' Mutual Benefit Fund.

30.4.3 Where a pilot employed as a Grade III Instructor has received payment of the amount specified in 30.4.1 of this clause and subsequently terminates his employment, the employer may deduct from monies due to the instructor on termination, such appropriate amount of payment under 30.4.1 as would have applied in respect of the wholly unexpired quarters of the premium year.

30.5 Overseas duty

30.5.1 A pilot 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 \$23.45.

- 30.5.2** The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the pilot. 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.
- 30.5.3** Passport and vaccination expenses incurred by a pilot to operate overseas will be reimbursed by the employer.

30.6 Telephone allowance

- 30.6.1** Where an employer requires a pilot to have a telephone at their residence the employer will pay any cost of installation or transfer plus rental and the cost of all business calls. This provision will operate only in respect of one installation per pilot at any one base. The provision of a mobile telephone will satisfy this requirement.
- 30.6.2** Where the employer does not require a pilot to have a telephone the employer will pay the cost of all business calls made on a pilot's personal telephone plus in the case of pilots on permanent hire, other than those engaged as Flight Instructors, 50 percent of rental costs.

30.7 Uniform

- 30.7.1** Where an employer requires a uniform to be worn on duty, the employer will pay an allowance of \$250, payable upon employment and annually.
- 30.7.2** Where the employer does not provide a uniform an allowance of \$4.70 per week will be paid towards the cost of excessive wear and tear to the pilot's own clothing.
- 30.7.3** This clause will not apply where the employer provides clothing.

2. By deleting clause 31 and inserting the following:

31. ACCOMMODATION AND MEAL ALLOWANCES

- 31.1** When a pilot is required in the course of employment to layover from the pilots' home base, the pilot will be reimbursed all costs necessarily incurred in relation to accommodation and meals.
- 31.2** When a pilot demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, a pilot will be paid, in addition to the reimbursement allowance in 31.1, a hard-lying allowance of \$60.
- 31.3** Where the employer and the pilot agree, an allowance of \$85.50 may be paid in lieu of the allowance in 31.1 and 31.2.

31.4 Where a pilot 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:

	Allowance
0630-0800 hours	\$17.70
1200-1330 hours	\$19.75
1800-2000 hours	\$34.05
Incidentals	\$13.86

31.5 For each night or part thereof when a pilot is required to camp out, a pilot will be paid \$64.95 camping out allowance. The allowance payable under this subclause is in lieu of all other allowances in this clause.

3. By deleting clause 32 and inserting the following:

32. CLASSIFICATION AND SALARY

32.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2003* decision [PR002003]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

32.2 Minimum salaries

32.2.1 Aircraft Classification

CAPTAINS

Classification	Previous Base Salary	Safety net Adjustment May 03	New Base Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360kg	27310	884	28194
1360kg & above	28776	884	29660
Classification	Previous Base	Safety net	New Base Salary

	Salary	Adjustment May 03	p.a.
	\$	\$	\$
Multi Engine			
UTBNI 3360kg			
	33244	884	34128
3360kg UTBNI 5660 kg			
	35128	884	36012
5560kg UTBNI 8500kg			
	37414	884	38298
8500kg UTBNI 12000kg			
	40856	780	41636
12000kg UTBNI 15000kg			
	44403	780	45183
15000kg UTBNI 19000kg			
	48976	780	49756

FIRST OFFICERS/SECOND PILOTS

Classification	Previous Base Salary	Safety net Adjustment May 03	New Base Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360kg			
	20358	884	21242
1360kg & above			
	21311	884	22195
Classification	Previous Base Salary	Safety net Adjustment May 03	New Base Salary p.a.
	\$	\$	\$
Multi Engine			
UTBNI 3360kg			
	24147	884	25031
3360kg UTBNI 5660kg			

	25415	884	26299
5660kg UTBNI 8500kg			
	26815	884	27699
8500kg UTBNI 12000kg			
	28926	884	29810
12000kg UTBNI 15000kg			
	31269	884	32153
15000kg UTBNI 19000kg			
	34068	884	34952

4. By deleting clause 32.2.2 and inserting the following:

32.2.2 Larger Aircraft Rates

Pilots employed and engaged on Larger Aircraft operations will be paid the following minimum annual salary;

Classification	Previous Base Salary	Safety net Adjustment May 03	New Base Salary p.a.
	\$	\$	\$
Captain- Fokker 28 CRJ-50	88935	780	89715
First Officer- Fokker 28 CRJ-50	56738	780	57518
Captain- BAe-146 Fokker- 100 Boeing- 717	96820	780	97600
First Officer- BAe-146 Fokker- 100 Boeing- 717	61708	780	62488
Captain- Boeing 737 Boeing 727	101820	780	102600
First Officer- Boeing 737 Boeing 727	64820	780	65600

32.2.3 Additions to salary base

In addition to salary base the following salary components will be paid as applicable:

32.2.3(a) A pilot flying piston engine aircraft engaged on commuter operations will be paid an additional allowance of \$993 per annum;

32.2.3(b) A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of a Senior commercial Pilots' Licence or Airline Transport Pilots Licence by his company or CASA (or who operates under an exemption from holding that licence) - \$3 275 per annum;

32.2.3(c) A pilot flying a turbo-prop aircraft - \$4 323 per annum;

32.2.4(d) A pilot (excluding Fokker-28 pilots) flying a turbo-jet aircraft \$6 945 per annum.

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

	Per annum \$
Command or Class 1	3 971
Co-pilot or Class 2	2 581
Night VFR or Class 4	993

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

32.2.6 First Officer/Second Pilot

A First Officer/Second Pilot will be paid the relevant instrument rating under 32.2.4 above where applicable and in addition 65 percent of the amounts specified in 32.2.3(a)(c) or (d).

32.2.7 Salaries - flight instruction

The following additions to the minimum salary provided in 32.2 for flight instruction.

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

Single engine: grade III single engine charter
 grade II single engine charter plus \$2 260 pa
 grade I single engine charter plus \$4 522 pa

Multi engine: grade III multi engine charger
 grade II multi engine charter plus \$2 260 pa
 grade I multi engine charter plus \$4 522 pa

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.

A Grade I instructor engaged on single engine aircraft covering eight years of service with the same employer will be paid annual increments of \$574 for the sixth, seventh and eighth year of service with the employer.

32.2.8 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	3 971
Co-Pilot or class 2	2 581
Night VFR or class 4	993

32.2.9 An Instructor not being CFI who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of five percent in addition to the salary determined under 32.2.7 and 32.2.8.

32.2.10 An Instructor not being 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 five percent of salary per annum applicable to the instructor's years of service.

32.2.11 An instructor not being CFI who carries out combined functions listed in 32.2.9 and 32.2.10 will be paid an additional amount at the rate of seven percent per annum applicable to their years of service.

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

32.2.13 A CFI will be paid the highest of the following payments applicable to the rating of their school:

	%
Private rating school	6
Commercial rating school	8
Instrument rating school	10
Instructor rating school	15

In addition to the salary determined under 32.2.7 and 32.2.8 above. The above amounts relate to pilot, supervisory and CAO 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.

32.2.14 Salaries - General Provisions

The following additions to salary, as specified in 32.2.1, 32.2.2 and 32.2.4 will apply to all pilots, other than those engaged as Flight Instructors.

Where the pilot designated is responsible for:

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

B. This order shall come into force from the first pay period to commence on or after 31 March 2004 and shall remain in force for a period of six months.

BY THE COMMISSION:

DEPUTY PRESIDENT IVES

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
ss.141 and 493A applications for common rule declaration

Australian Federation of Air Pilots

PILOTS' (GENERAL AVIATION) AWARD 1998

(ODN T00018 of 1984)
[AW792332CAN Print R8295]
(C2005/1656)

HELICOPTER PILOTS (GENERAL AVIATION) AWARD 1999

(ODN T00030 of 1986)
[AW783494CAN Print R2738]
(C2005/1657)

AERIAL AGRICULTURAL AVIATION PILOTS AWARD 1999

(ODN T00024 of 1983)
[AW765615CAN Print R8613]
(C2005/1658)

REGIONAL AIRLINES PILOTS' AWARD 2003

(ODN T30029 of 1998)
[AW829753CAN PR940134]
(C2005/1659)

Airline operations

COMMISSIONER WHELAN

MELBOURNE, 18 MARCH 2005

Awards declared common rule.

DECISION

[1] This decision deals with applications by the Australian Federation of Air Pilots (AFAP), pursuant to ss.141 and 493A of the *Workplace Relations Act 1996* (the Act), for common rule declarations of the terms and conditions of:

- the Pilots (General Aviation) Award 1998 [AW792332CAN] (C2005/1656);
- the Helicopter Pilots (General Aviation) Award 1999 [AW783494CAN] (C2005/1657);
- the Aerial Agricultural Aviation Pilots Award 1999 [AW765615CAN] (C2005/1658); and
- the Regional Airlines Pilots' Award 2003 [AW829753CAN] (C2005/1659).

[2] Notice of the applications were given by the Registrar in accordance with Regulation 16 (Form 56) on 7 February 2005 and were published in the Aviation Section of *The Australian*¹ on 11 February 2005 and in the *Australian Government Gazette*² on 16 February 2005.

[3] Notices of Appearance (Form R57) were filed in all by:

- the Victorian Employers' Chamber of Commerce and Industry;
- the Victorian Trades Hall Council; and
- the Australian Industry Group.

[4] The matters were listed for hearing on 1 March 2005. Discussions between the AFAP and interested organisations resulted in some amendments to the draft orders circulated and filed by the AFAP. The draft declarations have now been settled between the parties.

[5] The Aerial Agricultural Association of Australia (AAAA) notified the Commission on 25 February 2005 that it would not be attending the hearing scheduled and that agreement had been reached with the AFAP on the content of the proposed declaration.

[6] I am satisfied that the declarations sought properly give effect to the decision³ of the Full Bench which dealt with the initial applications for the declaration of common rule awards in Victoria, pursuant to the additional operation of the Act prescribed by s.493A and are consistent with the Common Rule Victoria Statement of Principles adopted by the Full Bench⁴ and contained in Attachment B to that decision. In particular:

- the declarations promote the object of s.493A of the Act;
- the declarations generally declare all substantive provisions of the relevant awards to operate as a common rule, subject to specific clauses identified in the declarations;
- the declarations are proposed to operate from the earliest practicable date but with sufficient time for affected employers to be notified of the terms and conditions;
- the material relied upon by the AFAP in respect of the historical State and Federal award coverage supports the terms of the declarations sought; and
- the terms and conditions of the relevant awards have been fixed consistently with the Safety Net Review Statement of Principles in the *Safety Net Review - Wages May 2004 decision*.⁵

¹ Page 26

² GN6, p. 311

³ PR950653.

⁴ Op cit, at para 41.

⁵ PR002004

[7] I have considered the issue of potential overlapping coverage. The declarations contain a provision (as per item 6 in the Full Bench template) that they shall not apply to employers respondent by any means to any other awards⁶ of the Commission in respect of the employment by them of employees covered by those awards. The AFAP also provided an undertaking that it was not its intention to seek to retrospectively enforce the common rule declarations in circumstances where an employer has been legitimately and appropriately applying another award which also covers the work performed by the employees. This position was advanced without prejudice to the rights of parties to seek the making of “roping-in” awards, irrespective of the common rule declaration being applied by an employer or any rights under Part IX of the Act.

[8] I am satisfied that no impediment exists to the making of the declarations sought, having regard to the need to avoid overlapping coverage and minimising the number of awards applying in relation to particular employers.

[9] I am satisfied that the draft declarations should be given effect. The declarations shall be awards of the Commission, shall come into force on 14 March 2005 and shall remain in force for a period of three months and thereafter in accordance with the Act.

BY THE COMMISSION:

COMMISSIONER

Appearances:

M. Reid with L. Cox for the Australian Federation of Air Pilots.

N. Niven for the Victorian Trades Hall Council.

K. Richards for the Victorian Employers’ Chamber of Commerce and Industry.

P. Nolan with R. Rondinelli for the Australian Industry Group.

Hearing details:

2005.

Melbourne:

March 1.

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⁶ Where award is defined as the relevant award, the substantive provisions of which are declared to operate as common rule.

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
ss.141 and 493A application for common rule declaration

Australian Federation of Air Pilots
(C2005/1656)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN C No. T00018 of 1984)
[AW792332CAN Print R8295]

Airline operations

COMMISSIONER WHELAN

MELBOURNE, 21 MARCH 2005

Award declared common rule.

DECLARATION

Further to the decision issued by the Commission on 18 March 2005 [PR956656] and pursuant to ss.141 and 493A of the *Workplace Relations Act 1996* (the Act), the Commission makes the following declaration for a common rule award:

1. In this Declaration:
 - 1.1 **the award** means the Pilots' (General Aviation) Award 1998, as varied from time to time;
 - 1.2 **employees** means employees in the industry who perform work of a kind that is covered by the award;
 - 1.3 **employers** means employers who employ employees;
 - 1.4 **the industry** means the industry of persons employed as pilots in any capacity whether full-time, part-time or casual in general aviation in Victoria, excepting regional airlines, helicopters and aerial agricultural operations.
2. That save for and subject to the matters referred to in clauses 4 to 7 below, the whole of the terms of the award, as varied from time to time, except those specified in clause 3 below, shall be:
 - 2.1 a common rule for the industry in Victoria and known as the Pilots' (General Aviation) Victorian Common Rule Declaration 2005;
 - 2.2 binding on all employers in respect of the employment by them of employees;
 - 2.3 binding on all employees; and

- 2.4 binding on the Australian Federation of Air Pilots and the registered organisations respondent to the award.
3. The following clauses of the award are not included in the Pilots' (General Aviation) Victorian Common Rule Declaration 2005:
 - 3.1 clause 4 - Date the award starts;
 - 3.2 clause 5 - Where and who the award covers; and
 - 3.3 clause 7 - Who is bound by this award?
4. Subject to 4.1 to 4.5 below, all provisions in the Pilots' (General Aviation) Victorian Common Rule Declaration 2005 are to operate from 14 March 2005.
 - 4.1 With respect to annual leave, only periods of annual leave commencing on or after 14 March 2005 attract leave loading.
 - 4.2 With respect to redundancy payments for employees of employers who have fewer than 15 employees, only service on or after the date the Award is varied is to be taken into account for the purpose of calculating **service**.
 - 4.3 With respect to redundancy payments for employees of employers who have 15 employees or more, only service on or after 1 January 2004 is to be taken into account for the purpose of calculating **service**. [Note: the agreement in respect of this issue is without prejudice to the position a party may put in roping-in proceedings.]
 - 4.4 Any accident make-up pay clause is to apply in relation to any injury on or after 3 August 2004.
 - 4.5 The wages clauses (including all allowances and penalty payments) are to commence operation from the first pay period on or after Monday, 14 March 2005.
5. The Pilots' (General Aviation) Victorian Common Rule Declaration 2005 shall not apply to employers respondent by any means to any other award of the Commission in respect of the employment by them of employees covered by that award.
6. This declaration shall not apply to a person with a disability who is eligible for a Disability Support Pension and who is employed by a supported employment service that receives funding under the *Disability Services Act 1986* to provide support for that person. [See Note 1 below].
7. An employer who is making superannuation contributions into a complying superannuation fund, within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth), on behalf of an employee covered by this declaration, prior to the date of effect of this declaration is exempt from any provision in the award which specifies the fund or funds into which superannuation contributions are to be paid. [See Note 2 below].
8. In the event of a dispute about the entitlement of an employer to set-off entitlements and benefits provided under a contract of employment made prior to the date of this declaration against entitlements and benefits required to be provided under the Pilots' (General Aviation) Victorian Common Rule Declaration 2005, the matter may be referred to a Board of

Reference, consisting of a member of the Commission, which shall determine whether or not such a set-off should be permitted having regard to what is fair and equitable in all the circumstances of the case, without regard to technicalities and legal forms.

- 8.1 An appeal lies from a decision of a Board of Reference to a Full Bench of the Commission.
- 8.2 This clause shall apply for a period of twelve months from the commencement date of the Pilots' (General Aviation) Victorian Common Rule Declaration 2005.
- 8.3 Any registered organisation bound by the terms of the Pilots' (General Aviation) Victorian Common Rule Declaration 2005 shall be notified of the time and date of hearing in relation to any application made pursuant to this provision.
9. Nothing in this declaration reduces or in any way detracts from any accrued rights to any forms of leave including sick leave, annual leave, long service leave or parental leave to which employees or any of them have become entitled by accrual or otherwise prior to the commencement date in clause 10 below.
10. This declaration shall be an award of the Commission, shall come into force on 14 March 2005 and shall remain in force for a period of three months and thereafter in accordance with the Act. [See Note 3 below].

Note 1

1. Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
2. The intention of this provision is limited to preventing the award from applying to sheltered workshops (i.e. supported employment services) - it does not prevent the award from applying to employees with disabilities in open employment; and
3. Leave is reserved for any party to have this issue reconsidered in the light of any developments in the national process which is currently considering workplace relations issues for sheltered workshops. This national process includes the Disability Sector National Industry Consultative Council and any related applications that seek award coverage for sheltered workshops.

Note 2

1. The purpose of the exception above is to maintain the status quo in respect of employers who, as at the date of effect of the common rule declaration, are making superannuation contributions into a complying superannuation fund. These employers will not be required to change their existing arrangements. Nor will there be any requirement for the existing arrangements to be the subject of an agreement between the employer and employees. For the avoidance of doubt, the exception continues to apply to employers who are making superannuation contributions to complying superannuation funds which are successor funds (as defined in Regulation 1.03 of the *Superannuation Industry (Supervision) Regulations 1994* (Cth), or as amended or replaced by other legislation) into which benefits are transferred, after the date of effect of the common rule declaration, in accordance with the *Superannuation Industry (Supervision) Act 1993*

(Cth) and the Regulations thereunder. Further, “existing arrangements” includes the making of contributions to such funds.

2. The exception is in respect of current and future employees of the employers who are entitled to the benefit of the exemption.
3. The exception does not apply to new businesses which are established after the date on which the award is declared to have effect as a common rule.
4. The exception only applies to employers who are required to apply the terms of the award by virtue of the Common Rule declaration. It does not apply to employers who are named respondents to the award or who are parties bound by virtue of the membership of an employer organisation.
5. The exception applies subject to any Commonwealth legislation to the contrary.

Note 3

1. Subject to section 113 of the *Workplace Relations Act 1996* and any order of the Commission, an award dealing with particular matters continues in force until a new award is made dealing with the same matters (see s.148 of the *Workplace Relations Act 1996*).

BY THE COMMISSION:

COMMISSIONER

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application for variation

Australian Federation of Air Pilots
(C2005/1311)

PILOTS (GENERAL AVIATION) AWARD 1998
(ODN C No. T00018/84)
[AW792332CR Print R8295]

Airline operations

COMMISSIONER WHELAN

MELBOURNE, 13 APRIL 2005

Redundancy; Safety Net Review - May 2004.

ORDER

A. Pursuant to the *Redundancy Case* decision issued by the Commission on 26 March 2004 [PR032004] and the *Redundancy Case Supplementary* decision issued by the Commission on 8 June 2004 [PR062004] and the *Safety Net Review - Wages May 2004* decision issued by the Commission on 5 May 2004 [PR002004] the above award is varied as followed:

1. By inserting a new 11.6 as follows:

11.6 Redundancy disputes

11.6.1 Paragraphs 11.6.2 and 11.6.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to employers who employ fewer than 15 employees.

11.6.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;
- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

11.6.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

2. By deleting clause 15.4.8(b) and inserting the following:

15.4.8(b) the pilot will receive an additional amount of \$69.65 for each day worked.

3. By deleting clause 21 - Redundancy, and inserting the following:

21. REDUNDANCY

21.1 Definitions

21.1.1 Business includes trade, process, business or occupation and includes part of any such business.

21.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the pilot has been doing done by anyone and that decision leads to the termination of employment of the pilot, except where this is due to the ordinary and customary turnover of labour.

21.1.3 Small employer means an employer who employs fewer than 15 employees.

21.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

21.1.5 Week's pay means the ordinary time rate of pay for the pilot concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

21.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy subclause 18.2 shall apply.

21.3 Severance pay

21.3.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined in 21.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* **Week's pay** is defined in 21.1.

21.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 21.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

* **Week's pay** is defined in 21.1.

21.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

21.3.4 Continuity of service shall be calculated in the manner prescribed by clause 3.11. Provided that service prior to 31 March 2005 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 21.3.2.

21.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

21.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 22 - Termination of employment. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

21.5 Alternative employment

21.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

21.5.2 This provision does not apply in circumstances involving transmission of business as set in 21.7.

21.6 Job search entitlement

21.6.1 During the period of notice of termination given by the employer in accordance with 22.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

21.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

21.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 22.3.

21.7 Transmission of business

21.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

21.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

21.7.1(b) Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

21.7.2 The Commission may vary 21.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

21.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

21.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

4. By deleting clause 22 - Termination of employment, and inserting the following:

22. TERMINATION OF EMPLOYMENT

22.1 Notice of termination by employer

22.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
Less than 1 year	2 weeks
More than 1 year	4 weeks

22.1.2 In addition to the notice in 22.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

22.1.3 Payment in lieu of the prescribed notice in 22.1.1 and 22.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

22.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

22.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

22.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

22.1.4(c) any other amounts payable under the employee's contract of employment.

22.1.5 The period of notice in this clause does not apply:

22.1.5(a) in the case of dismissal for serious misconduct;

22.1.5(b) to apprentices;

22.1.5(c) to employees engaged for a specific period of time or for a specific task or tasks;

22.1.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

22.1.5(e) to casual employees.

22.1.6 **Continuous service** is defined in clause 3.11.

22.2 Notice of termination by an employee

22.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

22.2.2 If an employee fails to give the notice specified in 22.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 22.1.4.

22.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

22.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 21 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

22.5 Qualification on termination

A pilot 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.

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

5. By deleting clause 30 - Allowances, and inserting the following:

30. ALLOWANCES

30.1 Provision of transport

30.1.1 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 the pilot's base airport irrespective of time of departure or return. Where a pilot lives in excess of 50 kilometres from their base airport the employer may elect to pay the pilot the allowance of 62 cents per kilometre prescribed in 30.1.3 hereof in lieu of the provision of transport.

30.1.2 Where a pilot stays at any designated place away from home base the employer will provide the pilot with transport, free of cost to the pilot, between the airport and the pilot's place of accommodation and return at the required time.

30.1.3 Private vehicle used on employer's business

30.1.3(a) No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees.

30.1.3(b) Where a pilot agrees to use their private vehicle for the employer's purposes the pilot will be paid an allowance of 62 cents per kilometre.

30.2 Transport allowance

A pilot will be reimbursed an amount of \$6.20 in respect of return travel between the pilot's home and the pilot's home base airport where a pilot signs on for duty or signs off from duty between the hours of 1900 and 0700. This allowance will not be paid to a pilot who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in 30.1.3 hereof.

30.3 Engineering and other duties allowances

30.3.1 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 \$55.60 for each such inspection.

30.3.2 A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid \$28.30 for each hour or part thereof whilst so engaged in addition to all other entitlements.

30.3.3 In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight carried during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid \$67.65 for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.

30.3.4 Nothing in this clause will be construed to remove the obligations of a pilot to supervise the loading and/or unloading of his aircraft.

30.3.5 Night operations

Pilots who exceed eight night operations as defined in any 28 day duty cycle will be reimbursed \$8.00 for each night operation flown as a personal disability allowance.

30.4 Loss of licence allowance

30.4.1 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 \$1000 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.

30.4.2 A pilot may request that his employer pay the allowance prescribed in 30.4.1 of this clause direct to the Australian Federation of Air Pilots' Mutual Benefit Fund.

30.4.3 Where a pilot employed as a Grade III Instructor has received payment of the amount specified in 30.4.1 of this clause and subsequently terminates his employment, the employer may deduct from monies due to the instructor on termination, such appropriate amount of payment under 30.4.1 as would have applied in respect of the wholly unexpired quarters of the premium year.

30.5 Overseas duty

30.5.1 A pilot 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 \$25.00.

- 30.5.2** The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the pilot. 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.
- 30.5.3** Passport and vaccination expenses incurred by a pilot to operate overseas will be reimbursed by the employer.

30.6 Telephone allowance

- 30.6.1** Where an employer requires a pilot to have a telephone at their residence the employer will pay any cost of installation or transfer plus rental and the cost of all business calls. This provision will operate only in respect of one installation per pilot at any one base. The provision of a mobile telephone will satisfy this requirement.
- 30.6.2** Where the employer does not require a pilot to have a telephone the employer will pay the cost of all business calls made on a pilot's personal telephone plus in the case of pilots on permanent hire, other than those engaged as Flight Instructors, 50 percent of rental costs.

30.7 Uniform

- 30.7.1** Where an employer requires a uniform to be worn on duty, the employer will pay an allowance of \$250, payable upon employment and annually.
- 30.7.2** Where the employer does not provide a uniform an allowance of \$4.70 per week will be paid towards the cost of excessive wear and tear to the pilot's own clothing.
- 30.7.3** This clause will not apply where the employer provides clothing.

6. By deleting clause 31 - Accommodation and meal allowances, and inserting the following:

31. ACCOMMODATION AND MEAL ALLOWANCES

- 31.1** When a pilot is required in the course of employment to layover from the pilot's home base, the pilot will be reimbursed all costs necessarily incurred in relation to accommodation and meals.
- 31.2** When a pilot demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, a pilot will be paid, in addition to the reimbursement allowance in 31.1, a hard-lying allowance of \$62.10.
- 31.3** Where the employer and the pilot agree, an allowance of \$88.55 may be paid in lieu of the allowance in 31.1 and 31.2.

31.4 Where a pilot 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:

	Allowance
	\$
0630-0800 hours	18.40
1200-1330 hours	20.55
1800-2000 hours	35.40
Incidentals	14.20

31.5 For each night or part thereof when a pilot is required to camp out, a pilot will be paid \$67.55 camping out allowance. The allowance payable under this subclause is in lieu of all other allowances in this clause.

7. By deleting clause 32 - Classification and salary, and inserting the following:

32. CLASSIFICATION AND SALARY

32.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review - Wages May 2004 decision [PR002004]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

32.2 Minimum salaries

32.2.1 Aircraft Classification

CAPTAINS

Classification	Previous base salary	Safety net adjustment May 04	New base salary p.a.
	\$	\$	\$
Single Engine UTBNI 1360 kg	28194	988	29182
1360kg & above	29660	988	30648

Classification	Previous base salary	Safety net adjustment May 04	New base salary p.a.
	\$	\$	\$
Multi Engine UTBNI 3360kg	34128	988	35116
3360kg UTBNI 5660kg	36012	988	37000
5560kg UTBNI 8500kg	38298	988	39286
8500kg UTBNI 12000kg	41636	988	42624
12000kg UTBNI 15000kg	45183	988	46171
15000kg UTBNI 19000kg	49756	988	50744

FIRST OFFICERS/SECOND PILOTS

Classification	Previous base salary	Safety net adjustment May 04	New base salary p.a.
	\$	\$	\$
Single Engine UTBNI 1360kg	21242	988	22230
1360kg & above	22195	988	23183
Multi Engine UTBNI 3360 kg	25031	988	26019
3360 kg UTBNI 5660 kg	26299	988	27287
5660kg UTBNI 8500kg	27699	988	28687
8500kg UTBNI 12000kg	29810	988	30798
12000kg UTBNI 15000kg	32153	988	33141
15000kg UTBNI 19000kg	34952	988	35940

32.2.2 Larger aircraft rates

Pilots employed and engaged on Larger Aircraft operations will be paid the following minimum annual salary;

Classification	Previous base salary	Safety net adjustment May 04	New base salary p.a.
	\$	\$	\$
Captain- Fokker 28 CRJ-50	89715	988	90703
First Officer- Fokker 28 CRJ-50	57518	988	58506
Captain- BAe-146 Fokker- 100B Boeing- 717	97600	988	98588
First Officer- BAe-146 Fokker- 100 Boeing- 717	62488	988	63476
Captain- Boeing 737 Boeing 727	102600	988	103588
First Officer- Boeing 737 Boeing 727	65600	988	66588

32.2.3 Additions to salary base

In addition to salary base the following salary components will be paid as applicable:

- 32.2.3(a)** A pilot flying piston engine aircraft engaged on commuter operations will be paid an additional allowance of \$1 028 per annum;
- 32.2.3(b)** A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of a Senior commercial Pilots' Licence or Airline Transport Pilots Licence by his company or CASA (or who operates under an exemption from holding that licence) - \$3 390 per annum;
- 32.2.3(c)** A pilot flying a turbo-prop aircraft - \$4 474 per annum;
- 32.2.4(d)** A pilot (excluding Fokker-28 pilots) flying a turbo-jet aircraft \$7 188 per annum.

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

	Per annum
	\$
Command or Class 1	4 110
Co-Pilot or Class 2	2 671
Night VFR or Class 4	1 028

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

32.2.6 First Officer/Second Pilot

A First Officer/Second Pilot will be paid the relevant instrument rating under 32.2.4 above where applicable and in addition 65 percent of the amounts specified in 32.2.3(a), (c) or (d).

32.2.7 Salaries - flight instruction

The following additions to the minimum salary provided in 32.2 for flight instruction.

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

- Single engine:
 - grade III single engine charter
 - grade II single engine charter plus \$2 339 pa
 - grade I single engine charter plus \$4 680 pa

- Multi engine:
 - grade III multi engine charter
 - grade II multi engine charter plus \$2 339 pa
 - grade I multi engine charter plus \$4 680 pa

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.

A Grade I instructor engaged on single engine aircraft covering eight years of service with the same employer will be paid annual increments of \$594 for the sixth, seventh and eight year of service with the employer.

32.2.8 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	4 110
Co-Pilot or class 2	2 671
Night VFR or class 4	1 028

32.2.9 An Instructor not being CFI who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of five percent in addition to the salary determined under 32.2.7 and 32.2.8.

- 32.2.10** An Instructor not being 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 five percent of salary per annum applicable to the instructor's years of service.
- 32.2.11** An instructor not being CFI who carries out combined functions listed in 32.2.9 and 32.2.10 will be paid an additional amount at the rate of seven percent per annum applicable to their years of service.
- 32.2.12** Where a pilot who is engaged in a particular category or classification of work is required to carry out flying duties in a category or classification attracting a higher level of remuneration, the pilot will be paid for all such duties at the applicable higher rate of remuneration for a minimum period of seven days and will at the same time be entitled to any higher employment benefits applicable to that category.
- 32.2.13** A CFI will be paid the highest of the following payments applicable to the rating of their school:

	%
Private rating school	6
Commercial rating school	8
Instrument rating school	10
Instructor rating school	15

In addition to the salary determined under 32.2.7 and 32.2.8 above. The above amounts relate to pilot, supervisory and CAO 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.

32.2.14 Salaries - General Provisions

The following additions to salary, as specified in 32.2.1, 32.2.2 and 32.2.4 will apply to all pilots, other than those engaged as Flight Instructors.

Where the pilot designated is responsible for:

	10 pilots or less	11 pilots of more
	%	%
A training pilot	5	6
A pilot who is designated as senior pilot	5	6
A check pilot	7	8
A check and training pilot	8	10
A pilot who is designated as Chief Pilot	8	10

	10 pilots or less	11 pilots of more
	%	%
A pilot who is a check and training pilot and is designated Chief Pilot	10	12
A pilot who is a check and training pilot and is designated a Senior Pilot	10	11

B. This order shall come into force from the first pay period to commence on or after 31 March 2005 and shall remain in force for a period of six months.

BY THE COMMISSION:

COMMISSIONER

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.113 application to vary an award

Australian Federation of Air Pilots
(C2006/1436)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN T00018 of 1984)
[AW792332CR Print R0200]

Airline operations

COMMISSIONER WHELAN

MELBOURNE, 17 MARCH 2006

Safety Net Review—Wages June 2005; Family provisions.

ORDER

A. Further to a decision in proceedings on 27 February 2006 in the above matter and in accordance with the *Safety Net Review—Wages June 2005 decision* of 7 June 2005 [PR002005] and the *Family Provisions decision* of 8 August 2005 [PR082005], the above award is varied as follows:

1. By inserting in clause 2—Arrangement, in numerical order the following:

“24A. Bereavement leave”

2. By inserting a new clause 13.2.6—Caring responsibilities for casual employment, as follows:

13.2.6 Caring responsibilities for casual employment

13.2.6(a) Subject to the evidentiary and notice requirements in clauses 24.9 and 24.10, casual employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or require care due to an unexpected emergency, or birth of a child; or
- upon the death in Australia of an immediate family or household member.

13.2.6(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available for work. In the absence of agreement, the employee is entitled to not be available to attend for work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

13.2.6(c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

3. By deleting clause 15.4.8(b) and inserting the following:

15.4.8(b) the pilot will receive an additional amount of \$71.75 for each day worked.

4. By deleting clause 24—Personal leave, and inserting the following:

24. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 13.2.

24.1 Definitions

The term **immediate family** includes:

24.1.1 spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee at his or her husband or wife on a bona fide domestic basis.

24.1.2 child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

24.2 Amount of paid personal leave

24.2.1 Paid personal leave is available to a pilot, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

24.2.2 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:

Personal leave	Additional	Cumulative
Length of time worked for the employer		
Less than 1 month	5 days	5
1 month to less than 3 months	1 days	6
3 months to less than 6 months	6 days	12
6 months to less than 12 months	8 days	20
each year thereafter	15 days	

24.3 Accumulation of personal leave

Personal leave may accumulate to a maximum of 260 days.

24.4 Personal leave for personal injury or sickness

A pilot is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

24.5 Personal leave to care for an immediate family or household member

24.5.1 A pilot is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause. In normal circumstances a pilot is not entitled to take carer's leave where another person has taken leave to care for the same person.

24.5.2 By agreement between an employer and an individual pilot, the pilot may access an additional amount of their accrued personal leave for the purposes set out in 24.5.1, beyond the limit set out in 24.5.1. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

24.6 Additional personal leave for sickness related (URTI)

24.6.1 In addition to the entitlements under 24.2.2, pilots will be granted up to six days' paid leave per year for disability associated with URTI.

24.6.2 The paid leave in this clause is not cumulative.

24.6.3 Pilots will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties only or whether the URTI prevents them from performing any work.

24.6.4 If the URTI prevents flying duties only the pilot will report for work and will perform ground based duties only.

24.6.5 If the URTI prevent any work, the employer may require a medical certificate specifying the nature of the URTI.

24.6.6 Where a pilot reports for work and performs ground duties only in accordance with this clause, the entitlement under this clause will not be affected.

24.7 Additional leave for personal illness or injury

A pilot who has exhausted his personal leave credits as prescribed in 24.2.2 of this clause but who would otherwise qualify for further paid personal leave on account of personal injury or sickness only may be granted additional leave on half pay for not more than 90 working days in any year of service.

24.8 The effect of workers' compensation

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

24.9 Employee must give notice

24.9.1 The pilot will, as soon as reasonably practicable, inform the employer of his/her inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence.

24.9.2 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, a pilot must give at least two hours' notice before the pilots next rostered starting time, unless the pilot has good reason for not doing so. The notice must include:

- the name of the person requiring care and support and the relationship to the pilot;
- the reasons for taking such leave; and
- the estimated length of absence.

24.9.3 If it is not practicable for the pilot to give prior notice of absence, the pilot must notify the employer by telephone at the first opportunity.

24.10 Evidence supporting claim

24.10.1 When taking leave for personal illness or injury, the pilot must, if required by the employer, establish by production of a medical certificate, that the employee was unable to work because of injury or personal illness.

24.10.2 An employer will grant paid sick leave to a pilot on the ground of illness without production of a medical certificate to the extent of four days in the aggregate in any year of service

24.10.3 When taking leave to care for members of their immediate family or household who are sick and require care and support, the pilot must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the pilot.

24.10. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the pilot must, if required by the employer, establish by production of documentation acceptable to the employer, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the pilot.

24.11 Return from personal leave

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

24.12 Unpaid personal leave

Where a pilot has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate household who are sick and require care and support or require care due to an unexpected emergency. The employer and the pilot shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of 24.9 and 24.10 are met.

5. By inserting a new clause 24A.—Bereavement leave, as follows:

24A. BEREAVEMENT LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 13.2.

24A.1 Paid leave entitlement

A pilot on permanent hire is entitled to up to three days bereavement leave including travelling time without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of either a member of the employee's immediate family or household.

24A.2 Unpaid leave

A pilot may take unpaid bereavement leave by agreement with the employer.

6. By deleting clause 25—Parental leave, and inserting the following:

25. PARENTAL LEAVE

Subject to the terms of this clause a pilot is entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

25.1 Definitions

- 25.1.1** For the purpose of this clause child means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 25.1.2** Subject to 25.1.3, in this clause, spouse includes a de facto or former spouse.
- 25.1.3** In relation to 25.7, spouse includes a de facto spouse but does not include a former spouse.

25.2 Basic entitlement

- 25.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 25.2.2** Subject to 25.5.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - 25.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 25.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

25.3 Variation of period of parental leave

Where a pilot takes leave under 25.2.1 or 25.4.1(b), unless otherwise agreed between the employer and the pilot, a pilot may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 25.2.1 or 25.4.1(b)

25.4 Right to request

25.4.1 A pilot entitled to parental leave pursuant to the provisions of 25.2 may request the employer to allow the pilot:

25.4.1(a) to extend the period of simultaneous unpaid parental leave provided for in 25.2.2 up to a maximum of eight weeks;

25.4.1(b) to extend the period of unpaid parental leave provided for in 25.2.1 by a further continuous period of leave not exceeding 12 months;

25.4.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the pilot in reconciling work and parental responsibilities.

25.4.2 The employer shall consider the request having regard to the pilot's circumstances and, provided the request is genuinely based on the pilot's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

25.4.3 Pilot's request and the employer's decision to be in writing

The pilot's request and the employer's decision made under 25.4.1(b) and 25.4.1(c) must be recorded in writing.

25.4.4 Request to return to work part-time

Where a pilot wishes to make a request under 25.4.1(c) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the pilot is due to return to work from parental leave.

25.5 Maternity leave

25.5.1 A pilot must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

25.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the pilot is pregnant) - at least 10 weeks;

25.5.1(b) of the date on which the pilot proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

25.5.2 When the pilot gives notice under 25.5.1(a) the pilot must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

25.5.3 A pilot will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

25.5.4 Subject to 25.2.1 and unless agreed otherwise between the employer and pilot, a pilot may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

25.5.5 Where a pilot continues to work within the six week period immediately prior to the expected date of birth, or where the pilot elects to return to work within six weeks after the birth of the child, an employer may require the pilot to provide a medical certificate stating that she is fit to work on her normal duties.

25.5.6 Special maternity leave

25.5.6(a) Where the pregnancy of a pilot not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the pilot may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

25.5.6(b) Where a pilot is suffering from an illness not related to the direct consequences of the confinement, a pilot may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

25.5.6(c) Where a pilot not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

25.5.6(d) Where leave is granted under 25.5.4, during the period of leave a pilot may return to work at any time, as agreed between the employer and the pilot provided that time does not exceed four weeks from the recommencement date desired by the pilot.

25.6 Paternity leave

25.6.1 A pilot will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

- 25.6.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 25.6.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 25.6.1(c)** except in relation to leave taken simultaneously with the child's mother under 25.2.2 and 25.4.1(a) a statutory declaration stating:

- 25.6.1(c)(i)** he will take that period of paternity leave to become the primary care-giver of a child;

- 25.6.1(c)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and

- 25.6.1(c)(iii)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

25.6.2 The pilot will not be in breach of 25.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

25.7 Adoption leave

25.7.1 The pilot will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. A pilot may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the pilot, the adoption of a child takes place earlier.

25.7.2 Before commencing adoption leave, a pilot will provide the employer with a statutory declaration stating:

- 25.7.2(a)** the pilot is seeking adoption leave to become the primary care-giver of the child;

- 25.7.2(b)** particulars of any period of adoption leave sought or taken by the pilot's spouse; and

- 25.7.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

25.7.3 An employer may require a pilot to provide confirmation from the appropriate government authority of the placement.

25.7.4 Where the placement of child for adoption with a pilot does not proceed or continue, the pilot will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the pilot's return to work.

- 25.7.5** A pilot will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 25.7.6** A pilot seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The pilot and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the pilot, the employer may require the pilot to take such leave instead.

25.8 Parental leave and other entitlements

A pilot may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under 25.4.

25.9 Transfer to a safe job

- 25.9.1** Where a pilot is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the pilot make it inadvisable for the pilot to continue at her present work, the pilot will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 25.9.2** If the transfer to a safe job is not practicable, the pilot may elect, or the employer may require the pilot to commence parental leave for such period as is certified necessary by a registered medical practitioner.

25.10 Returning to work after a period of parental leave

- 25.10.1** A pilot will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 25.10.2** Subject to 25.10.4, a pilot will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a pilot transferred to a safe job pursuant to 25.9, the pilot will be entitled to return to the position they held immediately before such transfer.
- 25.10.3** Where such position no longer exists but there are other positions available which the pilot is qualified for and is capable of performing, the pilot will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 25.10.4** An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- 25.10.5** Where such a position is no longer available, but there are other positions available that the pilot is qualified for and is capable of performing, the employer

shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the pilot's former position.

25.11 Replacement employees

- 25.11.1** A replacement pilot is a pilot specifically engaged or temporarily promoted or transferred, as a result of a pilot proceeding on parental leave.
- 25.11.2** Before an employer engages a replacement pilot the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

25.12 Communication during parental leave

- 25.12.1** Where a pilot is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - 25.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the pilot held before commencing parental leave; and
 - 25.12.1(b)** provide an opportunity for the pilot to discuss any significant effect the change will have on the status or responsibility level of the position the pilot held before commencing parental leave.
- 25.12.2** The pilot shall take reasonable steps to inform the employer about any significant matter that will affect the pilot's decision regarding the duration of parental leave to be taken, whether the pilot intends to return to work and whether the pilot intends to request to return to work on a part-time basis.
- 25.12.3** The pilot shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 25.12.1

7. By deleting clause 30—Allowances, and inserting the following:

30. ALLOWANCES

30.1 Provision of transport

- 30.1.1** 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 the pilot's base airport irrespective of time of departure or return. Where a pilot lives in excess of 50 kilometres from their base airport the employer may elect to pay the pilot the allowance of 62 cents per kilometre prescribed in 30.1.3 hereof in lieu of the provision of transport.
- 30.1.2** Where a pilot stays at any designated place away from home base the employer will provide the pilot with transport, free of cost to the pilot, between the airport and the pilot's place of accommodation and return at the required time.

30.1.3 Private vehicle used on employer's business

30.1.3(a) No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees.

30.1.3(b) Where a pilot agrees to use their private vehicle for the employer's purposes the pilot will be paid an allowance of 62 cents per kilometre.

30.2 Transport allowance

A pilot will be reimbursed an amount of \$6.20 in respect of return travel between the pilot's home and the pilot's home base airport where a pilot signs on for duty or signs off from duty between the hours of 1900 and 0700. This allowance will not be paid to a pilot who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in 30.1.3 hereof.

30.3 Engineering and other duties allowances

30.3.1 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 \$57.30 for each such inspection.

30.3.2 A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid \$29.15 for each hour or part thereof whilst so engaged in addition to all other entitlements.

30.3.3 In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight carried during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid \$69.70 for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.

30.3.4 Nothing in this clause will be construed to remove the obligations of a pilot to supervise the loading and/or unloading of his aircraft.

30.3.5 Night operations

Pilots who exceed eight night operations as defined in any 28 day duty cycle will be reimbursed \$8.25 for each night operation flown as a personal disability allowance.

30.4 Loss of licence allowance

30.4.1 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 \$1030 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.

30.4.2 A pilot may request that his employer pay the allowance prescribed in 30.4.1 of this clause direct to the Australian Federation of Air Pilots' Mutual Benefit Fund.

30.4.3 Where a pilot employed as a Grade III Instructor has received payment of the amount specified in 30.4.1 of this clause and subsequently terminates his employment, the employer may deduct from monies due to the instructor on termination, such appropriate amount of payment under 30.4.1 as would have applied in respect of the wholly unexpired quarters of the premium year.

30.5 Overseas duty

30.5.1 A pilot 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 \$25.00.

30.5.2 The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the pilot. 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.

30.5.3 Passport and vaccination expenses incurred by a pilot to operate overseas will be reimbursed by the employer.

30.6 Telephone allowance

30.6.1 Where an employer requires a pilot to have a telephone at their residence the employer will pay any cost of installation or transfer plus rental and the cost of all business calls. This provision will operate only in respect of one installation per pilot at any one base. The provision of a mobile telephone will satisfy this requirement.

30.6.2 Where the employer does not require a pilot to have a telephone the employer will pay the cost of all business calls made on a pilot's personal telephone plus in the case of pilots on permanent hire, other than those engaged as Flight Instructors, 50 percent of rental costs.

30.7 Uniform

30.7.1 Where an employer requires a uniform to be worn on duty, the employer will pay an allowance of \$255.50, payable upon employment and annually.

30.7.2 Where the employer does not provide a uniform an allowance of \$4.80 per week will be paid towards the cost of excessive wear and tear to the pilot's own clothing.

30.7.3 This clause will not apply where the employer provides clothing.

8. By deleting clause 31—Accommodation and meal allowances, and inserting the following:

31. ACCOMMODATION AND MEAL ALLOWANCES

- 31.1 When a pilot is required in the course of employment to layover from the pilots' home base, the pilot will be reimbursed all costs necessarily incurred in relation to accommodation and meals.
- 31.2 When a pilot demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, a pilot will be paid, in addition to the reimbursement allowance in 31.1, a hard-lying allowance of \$63.95.
- 31.3 Where the employer and the pilot agree, an allowance of \$91 may be paid in lieu of the allowance in 31.1 and 31.2.
- 31.4 Where a pilot 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:

	Allowance
	\$
0630-0800 hours	18.90
1200-1330 hours	21.15
1800-2000 hours	36.40
Incidentals	14.55

- 31.5 For each night or part thereof when a pilot is required to camp out, a pilot will be paid \$69.45 camping out allowance. The allowance payable under this subclause is in lieu of all other allowances in this clause.

9. By deleting clause 32—Classification and salary, and inserting the following:

32. CLASSIFICATION AND SALARY

- 32.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

32.2 Minimum salaries

32.2.1 Aircraft classification

CAPTAINS

Classification	Previous base salary	Safety net adjustment June 05	New base salary p.a.
	\$	\$	\$
Single Engine UTBNI 1360 kg	29182	884	30066
1360kg & above	30648	884	31532
Multi Engine UTBNI 3360kg	35116	884	36000
3360kg UTBNI 5660kg	37000	884	37884
5560kg UTBNI 8500kg	39286	884	40170
8500kg UTBNI 12000kg	42624	884	43508
12000kg UTBNI 15000kg	46171	884	47055
15000kg UTBNI 19000kg	50744	884	51628

FIRST OFFICERS/SECOND PILOTS

Classification	Previous base salary	Safety net adjustment June 05	New base salary p.a.
	\$	\$	\$
Single Engine UTBNI 1360kg	22230	884	23114
1360kg & above	23183	884	24067
Multi Engine UTBNI 3360 kg	26019	884	26903
3360 kg UTBNI 5660 kg	27287	884	28171

5660kg UTBNI 8500kg	28687	884	29571
8500kg UTBNI 12000kg	30798	884	31682
12000kg UTBNI 15000kg	33141	884	34025
15000kg UTBNI 19000kg	35940	884	36824

32.2.2 Larger aircraft rates

Pilots employed and engaged on Larger Aircraft operations will be paid the following minimum annual salary:

Classification	Previous base salary	Safety net adjustment June 05	New base salary p.a.
	\$	\$	\$
Captain- Fokker 28 CRJ-50	90703	884	91587
First Officer- Fokker 28 CRJ-50	58506	884	59390
Captain- BAe-146 Fokker- 100B Boeing- 717	98588	884	99472
First Officer- BAe-146 Fokker- 100 Boeing- 717	63476	884	64360
Captain- Boeing 737 Boeing 727	103588	884	104472
First Officer- Boeing 737 Boeing 727	66588	884	67472

32.2.3 Additions to salary base

In addition to salary base the following salary components will be paid as applicable:

- 32.2.3(a) A pilot flying piston engine aircraft engaged on commuter operations will be paid an additional allowance of \$1059 per annum;
- 32.2.3(b) A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of a Senior commercial Pilots' Licence or Airline Transport Pilots Licence by his company or CASA (or who operates under an exemption from holding that licence) - \$3492 per annum;
- 32.2.3(c) A pilot flying a turbo-prop aircraft - \$4609 per annum;
- 32.2.3(d) A pilot (excluding Fokker-28 pilots) flying a turbo-jet aircraft \$7405 per annum.

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

	Per annum
	\$
Command or Class 1	4234
Co-pilot or Class 2	2752
Night VFR or Class 4	1059

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

32.2.6 First Officer/Second Pilot

A First Officer/Second Pilot will be paid the relevant instrument rating under 32.2.4 above where applicable and in addition 65 percent of the amounts specified in 32.2.3(a)(c) or (d).

32.2.7 Salaries - flight instruction

The following additions to the minimum salary provided in 32.2 for flight instruction.

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

- Single engine:
 - grade III single engine charter
 - grade II single engine charter plus \$2 410 pa
 - grade I single engine charter plus \$4 821 pa
- Multi engine:
 - grade III multi engine charter
 - grade II multi engine charter plus \$2 410 pa
 - grade I multi engine charter plus \$4 821 pa

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.

A Grade I instructor engaged on single engine aircraft covering eight years of service with the same employer will be paid annual increments of \$612 for the sixth, seventh and eight year of service with the employer.

32.2.8 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	4234
Co-Pilot or class 2	2752
Night VFR or class 4	1059

32.2.9 An Instructor not being CFI who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of five percent in addition to the salary determined under 32.2.7 and 32.2.8.

32.2.10 An Instructor not being 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 five percent of salary per annum applicable to the instructor's years of service.

32.2.11 An instructor not being CFI who carries out combined functions listed in 32.2.9 and 32.2.10 will be paid an additional amount at the rate of seven percent per annum applicable to their years of service.

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

32.2.13 A CFI will be paid the highest of the following payments applicable to the rating of their school:

	%
Private rating school	6
Commercial rating school	8
Instrument rating school	10
Instructor rating school	15

In addition to the salary determined under 32.2.7 and 32.2.8 above. The above amounts relate to pilot, supervisory and CAO 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.

32.2.14 Salaries - General Provisions

The following additions to salary, as specified in 32.2.1, 32.2.2 and 32.2.4 will apply to all pilots, other than those engaged as Flight Instructors.

Where the pilot designated is responsible for:

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

B. This order is to come into effect from 31 March 2006 and remain in force for a period of twelve months.

BY THE COMMISSION:

COMMISSIONER

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.553(1) application for variation of award (maintain minimum safety net entitlements)

Australian Federation of Air Pilots
(C2007/2483)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN T00018 of 1984)
[AP792332CR]

Airline operations

VICE PRESIDENT WATSON

MELBOURNE, 4 JUNE 2007

Wages and Allowances Review 2006—allowances.

ORDER

A. Further to the *Wages and Allowances Review 2006* decision [PR002006] issued by the Commission on 8 December 2006, the above award is varied as follows:

1. By deleting the amount "\$71.75" clause 15.4.8(b) and inserting "\$75.15".
2. By deleting the amount of "62 cents" in clause 30.1.1 – Provision of transport, and inserting "\$0.67".
3. By deleting the amount of "62 cents" in clause 30.1.3(b)- Private vehicle used on employer's business, and inserting "\$0.67".
4. By deleting the amount of "\$6.20" in clause 30.2 – Transport allowance, and inserting "6.70".
5. By deleting the amount of "\$57.30" in clause 30.3.1 – Engineering and other duties allowance, and inserting "\$60.00".
6. By deleting the amount of "\$29.15" in clause 30.3.2 - Engineering and other duties allowance, and inserting "\$30.55".
7. By deleting the amount of "\$69.70" in clause 30.3.3 - Engineering and other duties allowance, and inserting "\$73.00".
8. By deleting the amount of "\$8.25" in clause 30.3.5 – Night operations, and inserting "\$8.65".
9. By deleting the amount of "\$1030" in clause 30.4.1- Loss of licence allowance, and inserting "\$1070".
10. By deleting the amount of "\$255.50" in clause 30.7.1 – Uniform, and inserting "\$271.85".

11. By deleting the amount of “\$4.80” in clause 30.7.2 – Uniform, and inserting “\$5.10”.
12. By deleting the amount of “\$63.95” in clause 31.2 –Accommodation and Meal Allowances, and inserting “\$67.00”.
13. By deleting the amount of “\$91” in clause 31.3 –Accommodation and Meal Allowances, and inserting “\$94.30”.
14. By deleting the amounts of “\$18.90”, “\$21.15”, “\$36.40”, and “\$14.55” in clause 31.4 – Accommodation and Meal Allowances, and inserting “\$19.60”, “\$21.95”, “\$37.80” and “\$14.95” respectively.
15. By deleting the amount of “\$69.45” in clause 31.5–Accommodation and Meal Allowances, and inserting “\$72.10”.
16. By deleting the amount of “\$1059” in clause 32.2.3(a) – Additions to salary base, and inserting “\$1109”.
17. By deleting the amount of “\$3492” in clause 32.2.3(b) – Additions to salary base, and inserting “\$3658”.
18. By deleting the amount of “\$4609” in clause 32.2.3(c) – Additions to salary base, and inserting “\$4827”.
19. By deleting the amount of “\$7405” in clause 32.2.3(d) – Additions to salary base, and inserting “\$7756”.
20. By deleting the amounts of “\$4234”, “\$2752” and “\$1059” in clause 32.2.4 – Additions to salary base, and inserting “\$4435”, “\$2882” and “\$1109” respectively.
21. By deleting the amounts of “\$2410”, “\$4821”, “\$2410”, “\$4821” and “\$612” in clause 32.2.7(a) – Salaries – flight instruction, and inserting “\$2524”, “\$5050”, “\$2524”, “\$5050” and “\$641” respectively.
22. By deleting the amounts of “\$4234”, “\$2752”, “\$1059” in clause 32.2.8 and inserting “\$4435”, “2882” and “1109” respectively.

B. This order shall come into force from the first pay period to commence on or after 13 March 2007.

BY THE COMMISSION:

VICE PRESIDENT

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.553(1) application for variation of award (maintain minimum safety net entitlements)

Australian Federation of Air Pilots
(C2008/3)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN T00018/84)
[AP792332CR]

Airline operations

COMMISSIONER WHELAN

MELBOURNE, 15 FEBRUARY 2008

Wages and Allowances Review 2007—allowances.

ORDER

A. Further to the *Wages and Allowances Review 2007* decision [2007 AIRCFB 684] issued by the Commission on 16 August 2007, the above award is varied as follows:

1. By deleting the amount of "\$75.15" appearing in clause 15.4.8(b) and inserting "\$76.40".
2. By deleting the amount of "\$0.67" appearing in clause 30.1.1 and inserting "\$0.70".
3. By deleting the amount of "\$0.67" appearing in clause 30.1.3(b) and inserting "\$0.70".
4. By deleting the amount of "\$6.70" appearing in clause 30.2—Transport allowance, and inserting "\$7.00".
5. By deleting the amount of "\$60.00" appearing in clause 30.3.1 and inserting "\$61.00".
6. By deleting the amount of "\$30.55" appearing in clause 30.3.2 and inserting "\$31.05".
7. By deleting the amount of "\$73.00" appearing in clause 30.3.3 and inserting "\$74.25".
8. By deleting the amount of "\$8.65" appearing in clause 30.3.5—Night operations, and inserting "\$8.80".
9. By deleting the amount of "\$1070" appearing in clause 30.4.1 and inserting "\$1104".
10. By deleting the amount of "\$271.85" appearing in clause 30.7.1 and inserting "\$274.55".
11. By deleting the amount of "\$5.10" appearing in clause 30.7.2 and inserting "\$5.15".
12. By deleting the amount of "\$67.00" appearing in clause 31.2, and inserting "\$68.15".

13. By deleting the amount of "\$94.30" appearing in clause 31.3 and inserting "\$97.25".
 14. By deleting the amounts of "\$19.60", "\$21.95", "\$37.80" and "\$14.95" appearing in the table at clause 31.4, and inserting "\$20.20", "\$22.65", "\$38.95" and "\$15.45" respectively.
 15. By deleting the amount of "\$72.10" appearing in clause 31.5, and inserting "\$74.30".
 16. By deleting the amount of "\$1109" appearing in clause 32.2.3(a) and inserting "\$1128".
 17. By deleting the amount of "\$3658" appearing in clause 32.2.3(b) and inserting "\$3720".
 18. By deleting the amount of "\$4827" appearing in clause 32.2.3(c) and inserting "\$4909".
 19. By deleting the amount of "\$7756" appearing in clause 32.2.3(d) and inserting "\$7887".
 20. By deleting the amounts of "\$4435", "\$2882" and "\$1109" appearing in the table at clause 32.2.4 and inserting "\$4510", "\$2931" and "\$1128" respectively.
 21. By deleting the amounts of "\$2524", "\$5050", "\$2524", "\$5050" and "\$641" appearing in the table at clause 32.2.7(a) and inserting "\$2567", "\$5135", "\$2567", "\$5135" and "\$652" respectively.
 22. By deleting the amounts of "\$4435", "\$2882" and "\$1109" appearing in the table at clause 32.2.8 and inserting "\$4510", "\$2931" and "\$1128" respectively.
- B. This order shall come into force from the first pay period to commence on or after 11 February 2008.

BY THE COMMISSION:

COMMISSIONER

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ORDER

Workplace Relations Act 1996
s.553(1) —variation of award

Australian Federation of Air Pilots
(C2008/590)

PILOTS' (GENERAL AVIATION) AWARD 1998
(ODN T00018/84) [AP792332CR]

Airline operations

COMMISSIONER EAMES

MELBOURNE, 14 NOVEMBER 2008

Wages & Allowances Review 2008.

- A. The above award is varied as follows:
1. By deleting the amount “\$76.40” clause 15.4.8(b) and inserting “\$79.10”.
 2. By deleting the amount of “\$61.00” in clause 30.3.1 – Engineering and other duties allowance, and inserting “\$63.15”.
 3. By deleting the amount of “\$31.05” in clause 30.3.2 – Engineering and other duties allowance, and inserting “\$32.15”.
 4. By deleting the amount of “\$74.25” in clause 30.3.3 – Engineering and other duties allowance, and inserting “\$76.85”.
 5. By deleting the amount of “\$8.80” in clause 30.3.5 – Night operations, and inserting “\$9.10”.
 6. By deleting the amount of “\$1104” in clause 30.4.1 – Loss of licence allowance, and inserting “\$1213”.
 7. By deleting the amount of “\$274.55” in clause 30.7.1 – Uniform, and inserting “\$277.55”.
 8. By deleting the amount of “\$5.15” in clause 30.7.2 – Uniform, and inserting “\$5.20”.
 9. By deleting the amount of “\$68.15” in clause 31.2 – Accommodation and Meal Allowances, and inserting “\$70.55”.
 10. By deleting the amount of “\$97.25” in clause 31.3 – Accommodation and Meal Allowances, and inserting “\$101.30”.

11. By deleting the amounts of “\$20.20”, “\$22.65”, “\$38.95” and “\$15.45” in clause 31.4 – Accommodation and Meal Allowances, and inserting “\$21.10”, “\$23.65”, “\$40.65” and “\$15.90” respectively.
12. By deleting the amount of “\$74.30” in clause 31.5 – Accommodation and Meal Allowances, and inserting “\$77.55”.
13. By deleting the amount of “\$1128” in clause 32.2.3(a) – Additions to salary base, and inserting “\$1168”.
14. By deleting the amount of “\$3720” in clause 32.2.3(b) – Additions to salary base, and inserting “\$3851”.
15. By deleting the amount of “\$4909” in clause 32.2.3(c) – Additions to salary base, and inserting “\$5082”.
16. By deleting the amount of “\$7887” in clause 32.2.3(d) – Additions to salary base, and inserting “\$8165”.
17. By deleting the amounts of “\$4510”, “\$2931” and “\$1128” in clause 32.2.4 – Additions to salary base, and inserting “\$4669”, “\$3034” and “\$1168” respectively.
18. By deleting the amounts of “\$2567”, “\$5135”, “\$2567”, “\$5135” and “\$652” in clause 32.2.7(a) – Salaries – flight instruction, and inserting “\$2657”, “\$5316”, “\$2657”, “\$5316” and “\$675” respectively.
19. By deleting the amounts of “\$4510”, “2931” and “1128” in clause 32.2.8 and inserting “\$4669”, “3034” and “1168” respectively.

B. This order shall come into force from the first pay period on or after 30 October 2008 and shall remain in force for a period of six months.

BY THE COMMISSION

COMMISSIONER

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ORDER

Workplace Relations Act 1996

s.576E – Procedure for carrying out award modernisation process

AIR PILOTS AWARD 2010

(AM2008/25)

JUSTICE GIUDICE, PRESIDENT
VICE PRESIDENT LAWLER
VICE PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT HARRISON
SENIOR DEPUTY PRESIDENT ACTON
COMMISSIONER SMITH

MELBOURNE, 16 DECEMBER 2009

A. Further to the decision issued by the Commission on 3 December 2009 [[2009] AIRCFB 943], the above modern award is varied as follows:

1. By deleting cl.2 in its entirety and inserting a new cl.2—Commencement and transitional as follows:

2. Commencement and transitional

2.1 This award commences on 1 January 2010.

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

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

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

- 2.4** Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, Fair Work Australia may make any order it considers appropriate to remedy the situation.
- 2.5** Fair Work Australia may review the transitional arrangements in this award and make a determination varying the award.
- 2.6** Fair Work Australia may review the transitional arrangements:
- (a) on its own initiative; or
 - (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
 - (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
 - (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.
2. By inserting a new Schedule A as follows:

Schedule A—Transitional Provisions

A.1 General

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

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

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

A.2 Minimum wages – existing minimum wage lower

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

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

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

A.2.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.3 Minimum wages – existing minimum wage higher

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

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

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

A.3.2 In this clause minimum wage includes:

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

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

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

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

First full pay period on or after

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

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

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

A.4 Loadings and penalty rates

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

- casual or part-time loading;

- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

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

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

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

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

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

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

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

First full pay period on or after

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

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

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

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

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

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

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

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

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

First full pay period on or after

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

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

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

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

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

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

First full pay period on or after

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

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

3. By renumbering Schedule A to D as B to E respectively.
4. By updating the Table of Contents accordingly.

B. The order commences on 1 January 2010.

BY THE COMMISSION:

PRESIDENT

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FAIR WORK AUSTRALIA

ORDER

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009

Sch 5, Item 14—Variation of modern award

AIR PILOTS AWARD 2010

(AM2008/25)

JUSTICE GIUDICE, PRESIDENT
VICE PRESIDENT LAWLER
VICE PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT HARRISON
SENIOR DEPUTY PRESIDENT ACTON
COMMISSIONER SMITH

MELBOURNE, 23 MARCH 2010

*Award modernisation – residual variations – statement by Australian Industrial Relations Commission
21 December 2009* [\[2009\] AIRCFB 980 1](#)

A. It is ordered that the *Air Pilots Award 2010* [2](#) be varied as follows:

1. By inserting the following definitions in clause 3—Definitions and interpretation in alphabetical order:

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

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

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

2. By inserting new clauses 4.4 and 4.5 as follows:

4.4 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.

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

3. By renumbering the existing clause 4.4 as clause 4.6.

4. By deleting clause 13.5(a)(i) and inserting the following:

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no

agreement-based transitional instrument or enterprise agreement had applied to the employee; and

5. By deleting the words “spouse/partner” from clause 17.2(b) and inserting the words “spouse or de facto partner”.
6. By replacing the words “pilot’s spouse” with the words “pilot’s spouse or de facto partner” wherever they appear in clause 17.2(e).
7. By deleting the words “Financial and insurance services group” in clause 19.11(b) and inserting the words “Insurance services sub-group”.
8. By deleting the words “fast food” in clause 19.11(b) and inserting the words “fast foods”.
9. By deleting clause 21.1(a) and inserting the following:

(a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
10. By deleting clause 21.2(a) and inserting the following:

(a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and
11. By inserting the words “or its successor” in clause 23.4 after the words “the following superannuation funds”.
12. By deleting the words “pilot or their spouse” from clause C.4.7 and inserting “pilot or their spouse or de facto partner”.
13. By deleting the words “their spouse” from clause E.2.1 and inserting “their spouse or de facto partner”.

B. This order commences on 1 January 2010.

PRESIDENT

[1 \[2009\] AIRCFB 980](#)

[2 MA000046 PR988690](#)

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FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work Act 2009

s.157—variation of modern award

Award modernisation

(AM2008/2–23, 25–32, 34–69, 71–76, 78–79, 81–92, AM2009/10)

JUSTICE GIUDICE, PRESIDENT
VICE PRESIDENT LAWLER
VICE PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT HARRISON
SENIOR DEPUTY PRESIDENT ACTON
COMMISSIONER SMITH

MELBOURNE, 4 JUNE 2010

A Further to the decision made by the Full Bench on 27 May 2010¹, it is ordered that the awards listed in Appendix A be varied as follows:

1. By deleting the definitions of **employee** and **employer** in clause 3—Definitions and interpretation, and inserting the following:

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

B. This order commences on 1 January 2010.

PRESIDENT

¹¹ [2010] FWAFB 3990.

Appendix A to the Full Bench determination of 4 June 2010

Award title	Award ID
<i>Aboriginal Community Controlled Health Services Award 2010</i>	MA000115
<i>Aged Care Award 2010</i>	MA000018
<i>Air Pilots Award 2010</i>	MA000046
<i>Aircraft Cabin Crew Award 2010</i>	MA000047
<i>Airline Operations—Ground Staff Award 2010</i>	MA000048
<i>Airport Employees Award 2010</i>	MA000049
<i>Alpine Resorts Award 2010</i>	MA000092
<i>Aluminium Industry Award 2010</i>	MA000060
<i>Ambulance and Patient Transport Industry Award 2010</i>	MA000098
<i>Amusement, Events and Recreation Award 2010</i>	MA000080
<i>Animal Care and Veterinary Services Award 2010</i>	MA000118
<i>Aquaculture Industry Award 2010</i>	MA000114
<i>Architects Award 2010</i>	MA000079
<i>Asphalt Industry Award 2010</i>	MA000054
<i>Banking, Finance and Insurance Award 2010</i>	MA000019
<i>Black Coal Mining Industry Award 2010</i>	MA000001
<i>Book Industry Award 2010</i>	MA000078
<i>Broadcasting and Recorded Entertainment Award 2010</i>	MA000091
<i>Building and Construction General On-site Award 2010</i>	MA000020
<i>Business Equipment Award 2010</i>	MA000021
<i>Car Parking Award 2010</i>	MA000095
<i>Cement and Lime Award 2010</i>	MA000055
<i>Cemetery Industry Award 2010</i>	MA000070
<i>Cleaning Services Award 2010</i>	MA000022
<i>Clerks—Private Sector Award 2010</i>	MA000002
<i>Coal Export Terminals Award 2010</i>	MA000045
<i>Commercial Sales Award 2010</i>	MA000083
<i>Concrete Products Award 2010</i>	MA000056
<i>Contract Call Centres Award 2010</i>	MA000023
<i>Corrections and Detention (Private Sector) Award 2010</i>	MA000110
<i>Cotton Ginning Award 2010</i>	MA000024
<i>Dredging Industry Award 2010</i>	MA000085
<i>Dry Cleaning and Laundry Industry Award 2010</i>	MA000096
<i>Educational Services (Post-Secondary Education) Award 2010</i>	MA000075
<i>Educational Services (Schools) General Staff Award 2010</i>	MA000076
<i>Electrical, Electronic and Communications Contracting Award 2010</i>	MA000025
<i>Electrical Power Industry Award 2010</i>	MA000088
<i>Fast Food Industry Award 2010</i>	MA000003
<i>Fire Fighting Industry Award 2010</i>	MA000111

Award title	Award ID
<i>Fitness Industry Award 2010</i>	MA000094
<i>Food, Beverage and Tobacco Manufacturing Award 2010</i>	MA000073
<i>Funeral Industry Award 2010</i>	MA000105
<i>Gardening and Landscaping Services Award 2010</i>	MA000101
<i>Gas Industry Award 2010</i>	MA000061
<i>General Retail Industry Award 2010</i>	MA000004
<i>Graphic Arts, Printing and Publishing Award 2010</i>	MA000026
<i>Hair and Beauty Industry Award 2010</i>	MA000005
<i>Health Professionals and Support Services Award 2010</i>	MA000027
<i>Higher Education Industry—Academic Staff—Award 2010</i>	MA000006
<i>Higher Education Industry—General Staff—Award 2010</i>	MA000007
<i>Horse and Greyhound Training Award 2010</i>	MA000008
<i>Horticulture Award 2010</i>	MA000028
<i>Hospitality Industry (General) Award 2010</i>	MA000009
<i>Hydrocarbons Field Geologists Award 2010</i>	MA000064
<i>Hydrocarbons Industry (Upstream) Award 2010</i>	MA000062
<i>Joinery and Building Trades Award 2010</i>	MA000029
<i>Journalists Published Media Award 2010</i>	MA000067
<i>Labour Market Assistance Industry Award 2010</i>	MA000099
<i>Legal Services Award 2010</i>	MA000116
<i>Live Performance Award 2010</i>	MA000081
<i>Local Government Industry Award 2010</i>	MA000112
<i>Mannequins and Models Award 2010</i>	MA000117
<i>Manufacturing and Associated Industries and Occupations Award 2010</i>	MA000010
<i>Marine Tourism and Charter Vessels Award 2010</i>	MA000093
<i>Marine Towage Award 2010</i>	MA000050
<i>Maritime Offshore Oil and Gas Award 2010</i>	MA000086
<i>Market and Social Research Award 2010</i>	MA000030
<i>Meat Industry Award 2010</i>	MA000059
<i>Medical Practitioners Award 2010</i>	MA000031
<i>Mining Industry Award 2010</i>	MA000011
<i>Miscellaneous Award 2010</i>	MA000104
<i>Mobile Crane Hiring Award 2010</i>	MA000032
<i>Nursery Award 2010</i>	MA000033
<i>Nurses Award 2010</i>	MA000034
<i>Oil Refining and Manufacturing Award 2010</i>	MA000072
<i>Passenger Vehicle Transportation Award 2010</i>	MA000063
<i>Pastoral Award 2010</i>	MA000035
<i>Pest Control Industry Award 2010</i>	MA000097
<i>Pharmaceutical Industry Award 2010</i>	MA000069
<i>Pharmacy Industry Award 2010</i>	MA000012
<i>Plumbing and Fire Sprinklers Award 2010</i>	MA000036

Award title	Award ID
<i>Port Authorities Award 2010</i>	MA000051
<i>Ports, Harbours and Enclosed Water Vessels Award 2010</i>	MA000052
<i>Poultry Processing Award 2010</i>	MA000074
<i>Premixed Concrete Award 2010</i>	MA000057
<i>Professional Diving Industry (Industrial) Award 2010</i>	MA000108
<i>Professional Diving Industry (Recreational) Award 2010</i>	MA000109
<i>Professional Employees Award 2010</i>	MA000065
<i>Quarrying Award 2010</i>	MA000037
<i>Racing Clubs Events Award 2010</i>	MA000013
<i>Racing Industry Ground Maintenance Award 2010</i>	MA000014
<i>Rail Industry Award 2010</i>	MA000015
<i>Real Estate Industry Award 2010</i>	MA000106
<i>Registered and Licensed Clubs Award 2010</i>	MA000058
<i>Restaurant Industry Award 2010</i>	MA000119
<i>Road Transport and Distribution Award 2010</i>	MA000038
<i>Road Transport (Long Distance Operations) Award 2010</i>	MA000039
<i>Salt Industry Award 2010</i>	MA000107
<i>Seafood Processing Award 2010</i>	MA000068
<i>Seagoing Industry Award 2010</i>	MA000122
<i>Security Services Industry Award 2010</i>	MA000016
<i>Silviculture Award 2010</i>	MA000040
<i>Social, Community, Home Care and Disability Services Industry Award 2010</i>	MA000100
<i>Sporting Organisations Award 2010</i>	MA000082
<i>State Government Agencies Administration Award 2010</i>	MA000121
<i>Stevedoring Industry Award 2010</i>	MA000053
<i>Storage Services and Wholesale Award 2010</i>	MA000084
<i>Sugar Industry Award 2010</i>	MA000087
<i>Surveying Award 2010</i>	MA000066
<i>Telecommunications Services Award 2010</i>	MA000041
<i>Textile, Clothing, Footwear and Associated Industries Award 2010</i>	MA000017
<i>Timber Industry Award 2010</i>	MA000071
<i>Transport (Cash in Transit) Award 2010</i>	MA000042
<i>Travelling Shows Award 2010</i>	MA000102
<i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i>	MA000089
<i>Waste Management Award 2010</i>	MA000043
<i>Water Industry Award 2010</i>	MA000113
<i>Wine Industry Award 2010</i>	MA000090
<i>Wool Storage, Sampling and Testing Award 2010</i>	MA000044

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FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work Act 2009

s.160 - Application to vary a modern award to remove ambiguity or uncertainty or correct error

Australian Federation of Air Pilots

(AM2010/62)

AIR PILOTS AWARD 2010

[MA000046]

Airline operations

VICE PRESIDENT WATSON

SYDNEY, 9 JUNE 2010

Application to vary clauses 3 Definitions and interpretation, 11 Types of employment, 12 Termination of employment, 19 Allowances and Schedule B—Classifications, Minimum Salaries and Additions to Salaries—Airlines/General Aviation.

A. Further to the decision on transcript on 31 May 2010 and pursuant to s 160 of the *Fair Work Act 2009* the *Air Pilots Award 2010*¹ is varied as follows:

1. By deleting the definition of home base in sub-clause 3.1 and inserting in lieu thereof:

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

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

2. By deleting sub-clause 11.3(e) and inserting in lieu thereof:

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

(i) for a period of duty (including rostered standby) of two hours or less, a minimum payment of two hours; and

(ii) for a period of duty (including rostered standby) exceeding four hours, a minimum payment of four hours.”

3. By deleting sub-clause 11.3(f) and inserting in lieu thereof:

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

4. By inserting a sub-heading of “**Accrued days off**” in sub-clause 12.6.

5. By inserting a new sub-clause in clause 12:

“**12.7 Notice of termination by an employee**

(a) A pilot with less than one year’s continuous service is required to give two weeks notice.

(b) A pilot with more than one year’s continuous service is required to give four weeks notice.”

6. By deleting sub-clause 19.7 and inserting in lieu thereof:

“**19.7 Uniform or protective clothing**

(a) This clause does not apply to employees engaged in aerial application operations or in cases where the employer provides a uniform and/or protective clothing and equipment.

(b) Where an employer requires a uniform to be worn on duty but does not provide one, the employer will pay an allowance of \$277.55, payable upon employment and annually.

(c) Where the employer does not require a uniform, an allowance of \$5.20 per week will be paid towards the cost of excessive wear and tear to the pilot’s own clothing.

(d) Where the employer does not provide protective clothing and equipment, the employer must reimburse the pilot for the reasonable cost of purchase and maintenance of protective clothing and equipment required in the performance of the pilots’ duties.”

7. By inserting a new sub-clause in clause 19:

“19.12 Night vision goggles

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

Single pilot command	\$6,610.00 per annum
Multi pilot command	\$4,405.00 per annum
Co-pilot	\$3,302.00 per annum”

8. By deleting clause B.1.1 of Schedule B and inserting in lieu thereof:

“B.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:

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	33,173	28,283
Single engine 1360 kg – 3359 kg	34,640	28,283
Single engine 3360 kg & above	40,450	31,278
Multi engine UTBNI 3360 kg	38,848	30,009
Multi engine 3360 kg UTBNI 5660 kg	40,450	31,278
Multi engine 5660 kg UTBNI 8500 kg	42,736	32,678
Multi engine 8500 kg UTBNI 12000 kg	46,075	34,789
Multi engine 12000 kg UTBNI 15000 kg	49,624	37,133
Multi engine 15000 kg UTBNI 19000 kg	54,197	39,930
Dash 8 100-15650 kg MTOW	54,197	39,930
Dash 8 200-16466 kg MTOW	54,197	39,930
Dash 8 300-19505 kg MTOW	54,197	39,930
Dash 8 400-28998 kg MTOW	57,991	42,147”

9. By deleting “(b)” in clause B.1.6 of Schedule B and inserting in lieu thereof “(c)”.

MA000046 PR997787

B. This variation takes effect from 31 May 2010.

VICE PRESIDENT WATSON

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<Price code A, MA000046 PR997787>

¹ MA000046



DETERMINATION

Fair Work Act 2009

s.157—variation of modern award

(AM2010/66)

AIR PILOTS AWARD 2010

[MA000046]

JUSTICE GIUDICE, PRESIDENT

VICE PRESIDENT LAWLER

VICE PRESIDENT WATSON

SENIOR DEPUTY PRESIDENT WATSON

SENIOR DEPUTY PRESIDENT HARRISON

SENIOR DEPUTY PRESIDENT ACTON

COMMISSIONER SMITH

MELBOURNE, 22 JUNE 2010

Expense-related allowances.

A. Further to the statement issued by Fair Work Australia on 20 May 2010¹, the above award is varied as follows:

1. By deleting the amount “\$1213.00” appearing in clause 19.4 and inserting “\$1398.00”.
2. By deleting the amount “\$15.90” appearing in clause 19.8(b) and inserting “\$16.51”.
3. By deleting the amount “\$70.55” appearing in clause 19.8(c) and inserting “\$73.27”.
4. By deleting the amount “\$101.30” appearing in clause 19.8(d) and inserting “\$105.21”.
5. By deleting the table appearing in clause 19.8(e) and inserting the following:

	Allowance
	\$
0630–0800 hours	22.69
1200–1330 hours	25.43
1800–2000 hours	43.71
Incidentals	16.51

6. By deleting the amount “\$77.55” appearing in clause 19.8(f) and inserting “\$80.54”.
7. By deleting the amounts “\$50,000” and “\$180,000” appearing in clause 22.11(a) and inserting “\$57,619” and “\$207,427” respectively.

8. By deleting the amounts “\$500” and “\$300” appearing in clause 22.11(d) and inserting “\$576.19” and “\$345.71” respectively.

9. By deleting the amount “\$90.90” appearing in clause C.4.2 and inserting “\$94.41”.

10. By deleting the amount “\$77.55” appearing in clause C.4.3 and inserting “\$80.54”.

11. By deleting the amounts “\$15.90” and “\$35.00” appearing in clause C.4.4 and inserting “\$16.51” and “\$36.35” respectively.

12. By deleting the table appearing in clause C.4.5(a) and inserting the following:

Breakfast	\$22.69
Lunch	\$25.43
Dinner	\$43.71

13. By deleting the amount “\$101.30” appearing in clause C.4.6 and inserting “\$105.21”.

14. By deleting the amount “\$24.45” appearing in clause E.4.2(c) and inserting “\$25.39”.

15. By deleting the table appearing in clause E.5.6(b)(ii) and inserting the following:

Breakfast	\$22.69
Lunch	\$25.43
Dinner	\$43.71

16. By deleting the amount “\$16.10” wherever it appears in clause E.5.6 and inserting “\$17.31”.

17. By deleting the amount “\$25.45” appearing in clause E.6.4(c) and inserting “\$26.43”.

18. By deleting the amounts “\$4.20” and “\$1.50” appearing in clause E.6.6(c)(i) and inserting “\$4.36” and “\$1.56” respectively.

B. This determination will come into force on the first full pay period commencing on or after 1 July 2010.

PRESIDENT

¹ [\[2010\] FWA 3857](#)

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FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work Act 2009

s.285—Annual wage reviews to be conducted

(C2010/1)

AIR PILOTS AWARD 2010

[MA000046]

JUSTICE GIUDICE, PRESIDENT
SENIOR DEPUTY PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT HARRISON
COMMISSIONER RAFFAELLI
MR VINES
PROFESSOR RICHARDSON
MR DWYER

MELBOURNE, 22 JUNE 2010

A. Further to the decision issued by the Minimum Wage Panel in the Annual Wage Review 2009–10 on 3 June 2010¹, the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	34,525	29,635
Single engine 1360 kg – 3359 kg	35,992	29,635
Single engine 3360 kg & above	41,802	32,630
Multi engine UTBNI 3360 kg	40,200	31,361
Multi engine 3360 kg UTBNI 5660 kg	41,802	32,630
Multi engine 5660 kg UTBNI 8500 kg	44,088	34,030
Multi engine 8500 kg UTBNI 12000 kg	47,427	36,141
Multi engine 12000 kg UTBNI 15000 kg	50,976	38,485
Multi engine 15000 kg UTBNI 19000 kg	55,549	41,282
Dash 8 100-15650 kg MTOW	55,549	41,282
Dash 8 200-16466 kg MTOW	55,549	41,282

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Dash 8 300-19505 kg MTOW	55,549	41,282
Dash 8 400-28998 kg MTOW	59,343	43,499

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
	\$		
	Captain	First Officer	Second Officer
Fokker 28	95,519	63,314	
CRJ-50	95,519	63,314	
BAe-146	103,406	68,285	
Fokker 100B	103,406	68,285	
Boeing 717	103,406	68,285	
Narrow body aircraft	108,408	71,397	
Wide body aircraft–single deck	124,466	81,903	49,683
Wide body aircraft–double deck	140,524	92,410	55,986

3. By deleting the table appearing in clause C.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
<i>Group 1</i>		
Cessna 206	39,323	
Cessna 207	39,323	
Cessna 210	39,323	
<i>Group 2</i>		
Aero Commander 500	43,572	
Beechcraf 55	43,572	
Beecherall 58	43,572	
Britten Norman BN2	43,572	
Cessna 310	43,572	
Cessna 337	43,572	
Cessna 402	43,572	

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
Cessna 414	43,572	
Partenavia P68	43,572	
Piper PA23	43,572	
Piper PA30	43,572	
Piper PA31	43,572	
Piper PA34	43,572	
Piper PA60 Aerostar	43,572	
Group 3		
Beechcrall 65	45,054	
Cessna 404	45,054	
Cessna 421	45,054	
Group 4		
Cessna 441	48,248	
Nomad N22	48,248	
Nomad N24	48,248	
Group 5		
Beechcraft 200	54,726	39,630
Swearingen 226	54,726	39,630
Swearingen 227	54,726	39,630
De Havilland 6-100	54,726	39,630
De Havilland 6-200	54,726	39,630
De Havilland 6-300	54,726	39,630
Casa 212	54,726	39,630
Embraer 110	54,726	39,630
Group 6		
Jetstream 31	56,208	40,117
Beach 1900	56,208	40,117
Metro 23	56,208	40,117
Group 7		
Cessna 550	58,442	40,769
McDonnell Douglas	58,442	40,769
DC3	58,442	40,769

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
Shorts SD-330	58,442	40,769
Shorts SD-360	58,442	40,769
Mohawk	58,442	40,769
Group 8		
Saab-Fairchild	62,389	42,758
340 A	62,389	42,758
Group 9		
De Havilland	67,352	45,297
Dash 8-102, 200 and 300	67,352	45,297
Dash 8-400	71,972	48,373

4. By deleting the table appearing in clause D.9.1 and inserting the following:

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
0–1000	569.90
1001–2000	588.60
2001–3000	612.80
Over 3000	662.10

5. By deleting the amount “\$173.30” appearing in clause D.9.2 and inserting “\$178.50”.

6. By deleting the table appearing in clause E.5.1 and inserting the following:

	Minimum salary per annum
	\$
Single engine	
1st year of service	42,684
2nd year of service	43,684
3rd year of service	44,640
4th year of service	45,580
5th year of service	46,580
6th year of service	47,580
7th year of service	48,580
8th year of service	49,580

Minimum salary per annum

\$

9th year of service	50,580
<i>Twin 0–9000 lbs</i>	
1st year of service	45,580
2nd year of service	46,580
3rd year of service	47,580
4th year of service	48,580
5th year of service	49,580
6th year of service	50,580
7th year of service	51,580
8th year of service	52,580
9th year of service	53,580
<i>Twin over 9000 lbs</i>	
1st year of service	47,580
2nd year of service	48,580
3rd year of service	49,580
4th year of service	50,580
5th year of service	51,580
6th year of service	52,580
7th year of service	53,580
8th year of service	54,469
9th year of service	55,580

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command Minimum salary per annum

\$

<i>UTBNI 9000 lbs</i>	
1st year of service	44,580
2nd year of service	45,580
3rd year of service	46,580
4th year of service	47,580
5th year of service	48,580
6th year of service	49,580
7th year of service	50,580
8th year of service	51,580

Single engine command	Minimum salary per annum
	\$
9th year of service	52,580
10th year of service	53,580
11th year of service	54,580
12th year of service	55,580
13th year of service	56,580
14th year of service	57,580
15th year of service	58,580
<i>All other operations command</i>	
1st year of service	49,580
2nd year of service	50,580
3rd year of service	51,580
4th year of service	52,580
5th year of service	53,580
6th year of service	54,580
7th year of service	55,580
8th year of service	56,580
9th year of service	57,580
10th year of service	58,580
11th year of service	59,580
12th year of service	60,580
13th year of service	61,580
14th year of service	62,580
15th year of service	63,580

B. This determination will come into force on the first full pay period commencing on or after 1 July 2010.

PRESIDENT

¹ [\[2010\] FWAFB 4000](#).

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MA000046 PR500160

The attached document replaces the document previously issued with the above code on 4 August 2010.

The percentage rates appearing in the table have been amended.

Kris Pozvek for Kate Curtain
Associate to Vice President Watson.

4 August 2010.



FAIR WORK
AUSTRALIA

CORRECTION TO DETERMINATION

Fair Work Act 2009

s.160 - Application to vary a modern award to remove ambiguity or uncertainty or correct error

Australian Federation of Air Pilots

(AM2010/62)

AIR PILOTS AWARD 2010

[MA000046]

Airline operations

VICE PRESIDENT WATSON

SYDNEY, 4 AUGUST 2010

A. The determination issued on 9 June 2010 [PR997787] is corrected as follows:

1. By deleting item A.7. and inserting the following:

“7. By inserting a new subclause 19.12 as follows:

“19.12 Night vision goggles

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

(b) Where an employer requires the use of night vision goggles (NVG), pilots who have been trained in the use of NVG’s will be paid the NVG allowance as follows:

% of standard rate per annum

Single pilot command	995.56
Multi pilot command	663.46
Co-pilot	497.33”

B. This Correction to Determination takes effect from 31 May 2010.

VICE PRESIDENT WATSON

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FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work Act 2009

s.158 - Application to vary or revoke a modern award

Australian Federation of Air Pilots

(AM2010/227)

AIR PILOTS AWARD 2010

[MA000046]

Airline operations

VICE PRESIDENT WATSON

SYDNEY, 1 NOVEMBER 2010

Application to vary clause 11 Types of employment, and Schedule B—Classifications, Minimum Salaries and Additions to Salaries—Airlines/General Aviation.

A. Further to the decision on transcript on 1 November 2010 and pursuant to s 160 of the *Fair Work Act 2009* the *Air Pilots Award 2010*¹ is varied as follows:

1. By deleting the clause 11.3(e)(i) and inserting:

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

2. By inserting in the table in clause B.1.1 of Schedule B a new category of aircraft and minimum salaries after “Multi engine 15000 kg UTBNI 19000 kg” and before “Dash 8 100 - 15650 kg MTOW”:

“Multi engine 19000 kg & above - unless otherwise listed	59,433	43,499”
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B. This variation takes effect from 1 November 2010.

VICE PRESIDENT WATSON

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¹ MA000046



FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work Act 2009

Division 2B—application of this Act in States that refer matters

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009

Schedule 3A, items 29 and 30—FWA to consider varying modern awards etc.

Award Modernisation

(AM2010/52)

AIR PILOTS AWARD 2010

[MA000046]

JUSTICE GIUDICE, PRESIDENT
SENIOR DEPUTY PRESIDENT ACTON
COMMISSIONER HAMPTON

MELBOURNE, 6 DECEMBER 2010

A. Further to the decision issued by Fair Work Australia on 5 November 2010 [[2010] FWAFB 8558] and pursuant to schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*, the above award is varied as follows:

1. By inserting the following definitions in clause 3.1 in alphabetical order:

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

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

2. By renaming clause “13.5—Transitional provisions” as “13.5—Transitional provisions – NAPSA employees”.

3. By inserting a new clause 13.6 as follows:

13.6 Transitional provisions – Division 2B State employees

(a) Subject to clause 13.6(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a Division 2B State award:

- (i) that would have applied to the employee immediately prior to 1 January 2011, if the employee had at that time been in their current circumstances of employment and no Division 2B State employment agreement or enterprise agreement had applied to the employee; and
 - (ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.
- (b) The employee's entitlement to redundancy pay under the Division 2B State award is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.
 - (c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.
 - (d) Clause 13.6 ceases to operate on 31 December 2014.

4. By inserting a new clause A.8 as follows:

A.8 Former Division 2B employers

- A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.
- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

B. This determination comes into operation on the first full pay period commencing on or after 1 January 2011.

PRESIDENT

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FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work Act 2009

s.285—Annual wage review

(C2011/1)

AIR PILOTS AWARD 2010

[MA000046]

JUSTICE GIUDICE, PRESIDENT
SENIOR DEPUTY PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT HARRISON
COMMISSIONER RAFFAELLI
MR VINES
PROFESSOR RICHARDSON
MR DWYER

MELBOURNE, 20 JUNE 2011

Annual Wage Review 2010–11.

A. Further to the decision issued by the Minimum Wage Panel in the Annual Wage Review 2010–11 on 3 June 2011¹, the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	35,699	30,643
Single engine 1360 kg – 3359 kg	37,216	30,643
Single engine 3360 kg & above	43,223	33,739
Multi engine UTBNI 3360 kg	41,567	32,427
Multi engine 3360 kg UTBNI 5660 kg	43,223	33,739
Multi engine 5660 kg UTBNI 8500 kg	45,587	35,187
Multi engine 8500 kg UTBNI 12000 kg	49,040	37,370
Multi engine 12000 kg UTBNI 15000 kg	52,709	39,793
Multi engine 15000 kg UTBNI 19000 kg	57,438	42,686
Multi engine 19000 kg & above – unless otherwise listed	61,454	44,978

	Minimum salary per annum	
	\$	
Dash 8 100-15650 kg MTOW	57,438	42,686
Dash 8 200-16466 kg MTOW	57,438	42,686
Dash 8 300-19505 kg MTOW	57,438	42,686
Dash 8 400-28998 kg MTOW	61,361	44,978

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
	\$		
	Captain	First Officer	Second Officer
Fokker 28	98,767	65,467	
CRJ-50	98,767	65,467	
BAe-146	106,922	70,607	
Fokker 100B	106,922	70,607	
Boeing 717	106,922	70,607	
Narrow body aircraft	112,094	73,824	
Wide body aircraft—single deck	128,698	84,688	51,372
Wide body aircraft—double deck	145,302	95,552	57,890

3. By deleting the table appearing in clause C.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
<i>Group 1</i>		
Cessna 206	40,660	
Cessna 207	40,660	
Cessna 210	40,660	
<i>Group 2</i>		
Aero Commander 500	45,053	
Beechcraf 55	45,053	
Beecherall 58	45,053	
Britten Norman BN2	45,053	
Cessna 310	45,053	
Cessna 337	45,053	

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
Cessna 402	45,053	
Cessna 414	45,053	
Partenavia P68	45,053	
Piper PA23	45,053	
Piper PA30	45,053	
Piper PA31	45,053	
Piper PA34	45,053	
Piper PA60 Aerostar	45,053	
<i>Group 3</i>		
Beechcrall 65	46,586	
Cessna 404	46,586	
Cessna 421	46,586	
<i>Group 4</i>		
Cessna 441	49,888	
Nomad N22	49,888	
Nomad N24	49,888	
<i>Group 5</i>		
Beechcraft 200	56,587	40,977
Swearingen 226	56,587	40,977
Swearingen 227	56,587	40,977
De Havilland 6-100	56,587	40,977
De Havilland 6-200	56,587	40,977
De Havilland 6-300	56,587	40,977
Casa 212	56,587	40,977
Embraer 110	56,587	40,977
<i>Group 6</i>		
Jetstream 31	58,119	41,481
Beach 1900	58,119	41,481
Metro 23	58,119	41,481
<i>Group 7</i>		
Cessna 550	60,429	42,155
McDonnell Douglas	60,429	42,155

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
DC3	60,429	42,155
Shorts SD-330	60,429	42,155
Shorts SD-360	60,429	42,155
Mohawk	60,429	42,155
<i>Group 8</i>		
Saab-Fairchild	64,510	44,212
340 A	64,510	44,212
<i>Group 9</i>		
De Havilland	69,642	46,837
Dash 8-102, 200 and 300	69,642	46,837
Dash 8-400	74,419	50,018

4. By deleting the table appearing in clause D.9.1 and inserting the following:

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
0–1000	589.30
1001–2000	608.60
2001–3000	633.60
Over 3000	684.60

5. By deleting the amount “\$178.50” appearing in clause D.9.2 and inserting “\$184.57”.
6. By deleting the table appearing in clause E.5.1 and inserting the following:

	Minimum salary per annum
	\$
<i>Single engine</i>	
1st year of service	44,135
2nd year of service	45,169
3rd year of service	46,158
4th year of service	47,130
5th year of service	48,164
6th year of service	49,198
7th year of service	50,232

Minimum salary per annum**\$**

8th year of service 51,266

9th year of service 52,300

Twin 0–9000 lbs

1st year of service 47,130

2nd year of service 48,164

3rd year of service 49,198

4th year of service 50,232

5th year of service 51,266

6th year of service 52,300

7th year of service 53,334

8th year of service 54,368

9th year of service 55,402

Twin over 9000 lbs

1st year of service 49,198

2nd year of service 50,232

3rd year of service 51,266

4th year of service 52,300

5th year of service 53,334

6th year of service 54,368

7th year of service 55,402

8th year of service 56,321

9th year of service 57,470

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command**Minimum salary per annum****\$*****UTBNI 9000 lbs***

1st year of service 46,096

2nd year of service 47,130

3rd year of service 48,164

4th year of service 49,198

5th year of service 50,232

6th year of service 51,266

Single engine command	Minimum salary per annum
7th year of service	52,300
8th year of service	53,334
9th year of service	54,368
10th year of service	55,402
11th year of service	56,436
12th year of service	57,470
13th year of service	58,504
14th year of service	59,538
15th year of service	60,572
<i>All other operations command</i>	
1st year of service	51,266
2nd year of service	52,300
3rd year of service	53,334
4th year of service	54,368
5th year of service	55,402
6th year of service	56,436
7th year of service	57,470
8th year of service	58,504
9th year of service	59,538
10th year of service	60,572
11th year of service	61,606
12th year of service	62,640
13th year of service	63,674
14th year of service	64,708
15th year of service	65,742

B. This determination comes into operation on the first full pay period commencing on or after 1 July 2011.

PRESIDENT

¹ [\[2011\] FWAFB 3400](#).



FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work Act 2009

s.157—variation of modern award

(AM2011/22)

AIR PILOTS AWARD 2010

[MA000046]

VICE PRESIDENT WATSON

SYDNEY, 21 JUNE 2011

Expense-related allowances.

A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:

1. By deleting the amount “\$1398.00” appearing in clause 19.4 and inserting “\$1441.00”.
2. By deleting the amounts “22.69”, “25.43” and “43.71” appearing in clause 19.8(e) and inserting “23.34”, “26.16” and “44.97” respectively.
3. By deleting the amounts “\$57,619” and “\$207,427” appearing in clause 22.11(a) and inserting “\$59,373” and “\$213,742” respectively.
4. By deleting the amounts “\$576.19” and “\$345.71” appearing in clause 22.11(d) and inserting “\$593.73” and “\$356.23” respectively.
5. By deleting the amounts “\$22.69”, “\$25.43” and “\$43.71” appearing in clause C.4.5(a) and inserting “\$23.34”, “\$26.16” and “\$44.97” respectively.
6. By deleting the amounts “\$22.69”, “\$25.43” and “\$43.71” appearing in clause E.5.6(b)(ii) and inserting “\$23.34”, “\$26.16” and “\$44.97” respectively.
7. By deleting the amount “\$17.31” appearing in clause E.5.6(c) and inserting “\$17.81”.
8. By deleting the amount “\$17.31” appearing in clause E.5.6(d) and inserting “\$17.81”.

9. By deleting the amount “\$18.20” appearing in clause E.5.6(f) and inserting “\$18.90”.

B. This determination comes into operation on the first full pay period commencing on or after 1 July 2011.

VICE PRESIDENT

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FAIR WORK
AUSTRALIA

ORDER

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009
Item 3 Sch. 5—Transitional instrument

(CT2011/946)

PILOTS' (GENERAL AVIATION) AWARD 1998

[AP792332/AT792332]

VICE PRESIDENT WATSON

MELBOURNE, 22 JULY 2011

Termination of instruments.

A. It is ordered that:

1. The following instruments are terminated insofar as they operate as pre-reform awards and any related transitional Australian Pay and Classification Scales or State reference transitional awards derived from the instruments:

- Pilots' (General Aviation) Award 1998 [AP792332]
- Pilots' (General Aviation) Award 1998 [Transitional] [AT792332]
- Pilots (General Aviation) Roping-in No 1 Award 1999
- Pilots (General Aviation) Roping-in No 1 Award 2001

2. Any roping-in award or State reference common rule related to these instruments are also terminated.

3. This order does not terminate any State reference public sector transitional award derived from the instruments.

B. This order comes into operation on 21 July 2011.

VICE PRESIDENT

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FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work Act 2009

s.285—Annual wage review

(C2012/1)

AIR PILOTS AWARD 2010

[MA000046]

JUSTICE ROSS, PRESIDENT
SENIOR DEPUTY PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT HARRISON
COMMISSIONER HAMPTON
MR VINES
PROFESSOR RICHARDSON
MR DWYER

MELBOURNE, 18 JUNE 2012

Annual Wage Review 2011–12.

A. Further to the decision issued by the Minimum Wage Panel in the Annual Wage Review 2011–12 on 1 June 2012¹, the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	36,734	31,532
Single engine 1360 kg – 3359 kg	38,295	31,532
Single engine 3360 kg & above	44,476	34,717
Multi engine UTBNI 3360 kg	42,772	33,367
Multi engine 3360 kg UTBNI 5660 kg	44,476	34,717
Multi engine 5660 kg UTBNI 8500 kg	46,909	36,207
Multi engine 8500 kg UTBNI 12000 kg	50,462	38,454
Multi engine 12000 kg UTBNI 15000 kg	54,238	40,947

	Minimum salary per annum	
	Captain	First Officers Second Pilots
Multi engine 15000 kg UTBNI 19000 kg	59,104	43,924
Multi engine 19000 kg & above – unless otherwise listed	63,236	46,282
Dash 8 100-15650 kg MTOW	59,104	43,924
Dash 8 200-16466 kg MTOW	59,104	43,924
Dash 8 300-19505 kg MTOW	59,104	43,924
Dash 8 400-28998 kg MTOW	63,140	46,282

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
	Captain	First Officer	Second Officer
Fokker 28	101,631	67,366	
CRJ-50	101,631	67,366	
BAe-146	110,023	72,655	
Fokker 100B	110,023	72,655	
Boeing 717	110,023	72,655	
Narrow body aircraft	115,345	75,965	
Wide body aircraft–single deck	132,430	87,144	52,862
Wide body aircraft–double deck	149,516	98,323	59,569

3. By deleting the table appearing in clause C.1.1 and inserting the following:

	Minimum salary per annum	
	Captain	Co-pilot
Group 1		
Cessna 206	41,839	
Cessna 207	41,839	
Cessna 210	41,839	

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
<i>Group 2</i>		
Aero Commander 500	46,360	
Beechcraf 55	46,360	
Beecherall 58	46,360	
Britten Norman BN2	46,360	
Cessna 310	46,360	
Cessna 337	46,360	
Cessna 402	46,360	
Cessna 414	46,360	
Partenavia P68	46,360	
Piper PA23	46,360	
Piper PA30	46,360	
Piper PA31	46,360	
Piper PA34	46,360	
Piper PA60 Aerostar	46,360	
<i>Group 3</i>		
Beechcrall 65	47,937	
Cessna 404	47,937	
Cessna 421	47,937	
<i>Group 4</i>		
Cessna 441	51,335	
Nomad N22	51,335	
Nomad N24	51,335	
<i>Group 5</i>		
Beechcraft 200	58,228	42,165
Swearingen 226	58,228	42,165
Swearingen 227	58,228	42,165
De Havilland 6-100	58,228	42,165
De Havilland 6-200	58,228	42,165
De Havilland 6-300	58,228	42,165
Casa 212	58,228	42,165
Embraer 110	58,228	42,165

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
<i>Group 6</i>		
Jetstream 31	59,804	42,684
Beach 1900	59,804	42,684
Metro 23	59,804	42,684
<i>Group 7</i>		
Cessna 550	62,181	43,377
McDonnell Douglas	62,181	43,377
DC3	62,181	43,377
Shorts SD-330	62,181	43,377
Shorts SD-360	62,181	43,377
Mohawk	62,181	43,377
<i>Group 8</i>		
Saab-Fairchild	66,381	45,494
340 A	66,381	45,494
<i>Group 9</i>		
De Havilland	71,662	48,195
Dash 8-102, 200 and 300	71,662	48,195
Dash 8-400	76,577	51,469

4. By deleting the table appearing in clause D.9.1 and inserting the following:

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
0–1000	606.40
1001–2000	626.20
2001–3000	652.00
Over 3000	704.50

5. By deleting the amount “\$184.57” appearing in clause D.9.2 and inserting “\$189.92”.

6. By deleting the table appearing in clause E.5.1 and inserting the following:

	Minimum salary per annum
	\$
<i>Single engine</i>	
1st year of service	45,415
2nd year of service	46,479
3rd year of service	47,497
4th year of service	48,497
5th year of service	49,561
6th year of service	50,625
7th year of service	51,689
8th year of service	52,753
9th year of service	53,817
<i>Twin 0–9000 lbs</i>	
1st year of service	48,497
2nd year of service	49,561
3rd year of service	50,625
4th year of service	51,689
5th year of service	52,753
6th year of service	53,817
7th year of service	54,881
8th year of service	55,945
9th year of service	57,009
<i>Twin over 9000 lbs</i>	
1st year of service	50,625
2nd year of service	51,689
3rd year of service	52,753
4th year of service	53,817
5th year of service	54,881
6th year of service	55,945
7th year of service	57,009
8th year of service	57,954
9th year of service	59,137

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command	Minimum salary per annum
	\$
<i>UTBNI 9000 lbs</i>	
1st year of service	47,433
2nd year of service	48,497
3rd year of service	49,561
4th year of service	50,625
5th year of service	51,689
6th year of service	52,753
7th year of service	53,817
8th year of service	54,881
9th year of service	55,945
10th year of service	57,009
11th year of service	58,073
12th year of service	59,137
13th year of service	60,201
14th year of service	61,265
15th year of service	62,329
<i>All other operations command</i>	
1st year of service	52,753
2nd year of service	53,817
3rd year of service	54,881
4th year of service	55,945
5th year of service	57,009
6th year of service	58,073
7th year of service	59,137
8th year of service	60,201
9th year of service	61,265
10th year of service	62,329
11th year of service	63,393
12th year of service	64,457

Single engine command	Minimum salary per annum
	\$
13th year of service	65,521
14th year of service	66,585
15th year of service	67,649

B. This determination comes into operation on the first full pay period commencing on or after 1 July 2012.

PRESIDENT

¹ [\[2012\] FWAFB 5000](#).

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FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work Act 2009

s.157—variation of modern award

(AM2012/290)

AIR PILOTS AWARD 2010

[MA000046]

VICE PRESIDENT WATSON

SYDNEY, 19 JUNE 2012

Expense-related allowances.

- A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:
1. By deleting the amount “\$0.74” appearing in clause 19.1(e) and inserting “\$0.75”.
 2. By deleting the amount “\$1441.00” appearing in clause 19.4 and inserting “\$1547.00”.
 3. By deleting the amount “\$16.51” appearing in clause 19.8(b) and inserting “\$17.17”.
 4. By deleting the amount “\$73.27” appearing in clause 19.8(c) and inserting “\$76.18”.
 5. By deleting the amount “\$105.21” appearing in clause 19.8(d) and inserting “\$109.39”.
 6. By deleting the table appearing in clause 19.8(e) and inserting the following:

	Allowance
	\$
0630–0800 hours	23.99
1200–1330 hours	26.89
1800–2000 hours	46.23
Incidentals	17.17

7. By deleting the amount “\$80.54” appearing in clause 19.8(f) and inserting “\$83.74”.
8. By deleting the amount “\$7.00” appearing in clause 19.10(b) and inserting “\$7.12”.
9. By deleting the words “Insurance services sub-group” appearing in the table in clause 19.11(b) and inserting “Insurance sub-group”.

10. By deleting the words “Transportation group” appearing in the table in clause 19.11(b) and inserting “Transport group”.

11. By deleting the amounts “\$59,373” and “\$213,742” appearing in clause 22.11(a) and inserting “\$63,732” and “\$229,433” respectively.

12. By deleting the amounts “\$593.73” and “\$356.23” appearing in clause 22.11(d) and inserting “\$637.32” and “\$382.38” respectively.

13. By deleting the amount “\$94.41” appearing in clause C.4.2 and inserting “\$98.16”.

14. By deleting the amount “\$80.54” appearing in clause C.4.3 and inserting “\$83.74”.

15. By deleting the table appearing in clause C.4.4 and inserting the following:

Australia and dependencies	\$17.17
Elsewhere	\$37.79

16. By deleting the table appearing in clause C.4.5(a) and inserting the following:

Breakfast	\$23.99
Lunch	\$26.89
Dinner	\$46.23

17. By deleting the amount “\$105.21” appearing in clause C.4.6 and inserting “\$109.39”.

18. By deleting the amount “\$25.39” appearing in clause E.4.2(c) and inserting “\$26.40”.

19. By deleting the amount “\$0.74” appearing in clause E.4.2(d)(i) and inserting “\$0.75”.

20. By deleting the amount “\$0.74” appearing in clause E.4.2(d)(iii) and inserting “\$0.75”.

21. By deleting the table appearing in clause E.5.6(b)(ii) and inserting the following:

Breakfast	\$23.99
Lunch	\$26.89
Dinner	\$46.23

22. By deleting the amount “\$17.81” appearing in clause E.5.6(c) and inserting “\$18.31”.

23. By deleting the amount “\$17.81” appearing in clause E.5.6(d) and inserting “\$18.31”.

24. By deleting the amount “\$18.90” appearing in clause E.5.6(f) and inserting “\$19.65”.

25. By deleting the amount “\$26.43” appearing in clause E.6.4(c) and inserting “\$27.48”.

26. By deleting the amount “\$0.74” appearing in clause E.6.4(d)(i) and inserting “\$0.75”.

27. By deleting the amount “\$0.74” appearing in clause E.6.4(d)(iv) and inserting “\$0.75”.

28. By deleting the amounts “\$4.36” and “\$1.56” appearing in clause E.6.6(c)(i) and inserting “\$4.53” and “\$1.62” respectively.

B. This determination comes into operation on the first full pay period commencing on or after 1 July 2012.

VICE PRESIDENT

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FAIR WORK
AUSTRALIA

DECISION

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009

Sch. 5, Item 6 - Review of all modern awards (other than modern enterprise and State PS awards) after first 2 years

Australian Federation of Air Pilots

(AM2012/246)

Airline operations

VICE PRESIDENT WATSON

SYDNEY, 1 NOVEMBER 2012

Introduction

[1] This decision, edited from the transcript of 19 October 2012, concerns an application by the Australian Federation of Air Pilots (AFAP) to vary the *Air Pilots Award 2010*¹ (the Award). The application is made under Sch. 5, Item 6 of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (the Transitional Act) as part of the review of all modern awards of which Fair Work Australia is required to conduct after the first two years of all modern awards coming into effect (the 2012 Review).

[2] The matter was listed for mention and programming on 20 June 2012. Directions were issued requiring the AFAP to file submissions in support of the application by 13 September 2012, with other interested parties to file submissions in reply by 11 October 2012. The matter was set down for hearing on 19 October 2012.

The relevant legislation

[3] Sch. 5, Item 6 of the Transitional Act provides:

“(1) As soon as practicable after the second anniversary of the FW (safety net provisions) commencement day, FWA must conduct a review of all modern awards, other than modern enterprise awards and State reference public sector modern awards.

(2) In the review, FWA must consider whether the modern awards:

(a) achieve the modern awards objective; and

(b) are operating effectively, without anomalies or technical problems arising from the Part 10A award modernisation process.

(2A) The review must be such that each modern award is reviewed in its own right. However, this does not prevent FWA from reviewing 2 or more modern awards at the same time.

(3) FWA may make a determination varying any of the modern awards in any way that FWA considers appropriate to remedy any issues identified in the review.

(4) The modern awards objective applies to FWA making a variation under this item, and the minimum wages objective also applies if the variation relates to modern award minimum wages.

(5) FWA may advise persons or bodies about the review in any way FWA considers appropriate.

(6) Section 625 of the FW Act (which deals with delegation by the President of functions and powers of FWA) has effect as if subsection (2) of that section included a reference to FWA's powers under subitem (5)."

[4] Further provisions of the Act are also applicable and relevant to the 2012 Review. Section 134 provides as follows:

“134 The modern awards objective

What is the modern awards objective?

(1) FWA must ensure that modern awards, together with the National Employment Standards, provide a fair and relevant minimum safety net of terms and conditions, taking into account:

(a) relative living standards and the needs of the low paid; and

(b) the need to encourage collective bargaining; and

(c) the need to promote social inclusion through increased workforce participation; and

(d) the need to promote flexible modern work practices and the efficient and productive performance of work; and

(e) the principle of equal remuneration for work of equal or comparable value; and

(f) the likely impact of any exercise of modern award powers on business, including on productivity, employment costs and the regulatory burden; and

(g) the need to ensure a simple, easy to understand, stable and sustainable modern award system for Australia that avoids unnecessary overlap of modern awards; and

(h) the likely impact of any exercise of modern award powers on employment growth, inflation and the sustainability, performance and competitiveness of the national economy.

This is the modern awards objective.

...

138 Achieving the modern awards objective

A modern award may include terms that it is permitted to include, and must include terms that it is required to include, only to the extent necessary to achieve the modern awards objective and (to the extent applicable) the minimum wages objective.”

The Variations

[5] In its initial application dated 8 March 2012, the AFAP sought to vary the following clauses of the Award:

- 19.4(Loss of licence allowance);
- 27.4 (When annual leave can be taken); and
- 24.6 (period of duty).

[6] In its written submissions dated 17 September 2012, the AFAP withdrew its application to vary clause 24.6. I consider the two remaining matters in turn.

Loss of Licence Insurance

[7] Clause 19.4 currently reads:

“In addition to all other remuneration prescribed by this award the employer will pay each pilot on permanent hire an annual allowance of up to \$1547.00 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.”

[8] The AFAP submits that as pilots can elect to take out insurance at any time of the year, where an employer chooses to reimburse a pilot in accordance with the plain words of clause 19.4, pilots may have to wait up to a period of 12 months before they can obtain the reimbursement. The potential for such a long waiting period may result in financial hardship for some pilots or adversely affect a pilot’s decision to take out insurance.

[9] The AFAP submits that the clause should be varied to allow for payment of the allowance to be made on the first date of payment of salary after production by the pilot of proof of payment. No party opposed the variation.

[10] This proposed variation relates to the time of reimbursement of the costs of insurance against loss of licence. I consider that the variation is a more equitable manner of dealing with the reimbursement of the expense of insurance and makes the current provision operate more effectively and fairly. It is not opposed. I will make a determination varying the award in accordance with the application.

Taking of Annual leave

[11] Clause 27.4(d) currently reads:

“Annual leave must be taken at a time fixed by the employer.”

[12] The AFAP submits that the clause is ambiguous and appears to be inconsistent with s.88(2) of the *Fair Work Act 2009*² (the Act) and that clarification can be sought by deletion of the clause.

[13] Submissions in reply to the application were received from Qantas Group, the Australian International Pilots Association (AIPA) and the Australian Industry Group (AIG). Qantas Group neither support nor oppose the variation. AIPA supports the application and the AIG opposes the variation.

[14] The application is based on a concern that the operation of the National Employment Standards in conjunction with the Award has given rise to an anomaly and potential confusion as to whether there is a right for employers to direct employees to take leave. The AIG contends that the clause in question provides no such right and was not intended to provide such a right. Rather, AIG submits that the clause simply operates in conjunction with the provisions of the Act - in particular, s.88 - to provide and confirm that annual leave cannot be taken at a time unilaterally sought by the employee, but at a time agreed to by the employer and fixed by the employer to that extent.

[15] In my view it is clear that the terms of the Award operate in conjunction with the provisions of the Act. The scheme of the provisions establish, first, an entitlement to leave (s.87) secondly, the taking of leave for a period agreed between the employer and the employee (s.88), and thirdly, the time of taking leave (clause 27.4 of the Award).

[16] In my view clause 27 does not contain a power for an employer to direct the employee to take leave where the employee does not seek the leave or desire it to be taken. Should there be a dispute about such matters, it is likely that the dispute would be resolved in that manner. The decision in this matter indeed might provide some guidance as to the operation, or intended operation, of the various provisions.

[17] I nevertheless consider that clause 27.4(d) does have a meaningful role and should not be deleted. Indeed, the deletion of it may in turn create some confusion and may give rise to a perception that the employer has a limited ability to disagree with the time at which leave is proposed to be taken. In my view such a result would clearly not be the intention of the above provisions operating in conjunction with each other. For those reasons, I am not persuaded that it is appropriate to delete clause 27.4(d) and I would not propose to make the determination sought in that respect.

Determinations

[18] For the above reasons I will make the variation sought to clause 19.4. The application to delete clause 26.4(d) is dismissed. The determination published with this decision is PR530654.

VICE PRESIDENT WATSON

Appearances

A. Molnar with *D Stephens* for The Australian Federation of Air Pilots

R. Bernasconi for Qantas Group

F. Rodriguez with *M. Mead* for the Australian Industry Group

Hearing Details

2012

Sydney

October 19

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<Price code C, MA000046 PR530613>

¹ [MA000046]

² Section 88(2) of the Fair Work Act 2009 provides that “the employer must not unreasonably refuse to agree to a request by the employee to take a paid annual leave.”



FAIR WORK
AUSTRALIA

DETERMINATION

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009
Item 6, Sch. 5 - Modern awards review

Fair Work Act 2009
s.160—Variation of modern award

Part-day public holidays (AM2012/355)

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT SMITH
COMMISSIONER HAMPTON

ADELAIDE, 21 DECEMBER 2012

Part-day public holidays variation.

A Further to the Decision issued on 21 December 2012 [[2012] FWAFB 10738], it is ordered that the awards listed in Appendix A be varied as follows:

1. By inserting a new schedule following the last schedule as follows:

Schedule X—2012 Part-day public holidays

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

- X.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2012) or New Year's Eve (31 December 2012) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those

hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

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

This schedule is an interim provision and subject to further review.

2. By updating the table of contents accordingly.

B. This determination comes into operation on and from the first full pay period commencing on or after 23 November 2012.

COMMISSIONER

Appendix A

Award title	Award ID	Insert as schedule
<i>Aboriginal Community Controlled Health Services Award 2010</i>	MA000115	Schedule E
<i>Aged Care Award 2010</i>	MA000018	Schedule E
<i>Air Pilots Award 2010</i>	MA000046	Schedule F
<i>Aircraft Cabin Crew Award 2010</i>	MA000047	Schedule E
<i>Ambulance and Patient Transport Industry Award 2010</i>	MA000098	Schedule C
<i>Amusement, Events and Recreation Award 2010</i>	MA000080	Schedule F
<i>Animal Care and Veterinary Services Award 2010</i>	MA000118	Schedule E
<i>Architects Award 2010</i>	MA000079	Schedule C
<i>Banking, Finance and Insurance Award 2010</i>	MA000019	Schedule F
<i>Book Industry Award 2010</i>	MA000078	Schedule B
<i>Broadcasting and Recorded Entertainment Award 2010</i>	MA000091	Schedule K
<i>Business Equipment Award 2010</i>	MA000021	Schedule F
<i>Car Parking Award 2010</i>	MA000095	Schedule E
<i>Cemetery Industry Award 2010</i>	MA000070	Schedule F
<i>Children's Services Award 2010</i>	MA000120	Schedule E
<i>Cleaning Services Award 2010</i>	MA000022	Schedule H
<i>Clerks—Private Sector Award 2010</i>	MA000002	Schedule E
<i>Commercial Sales Award 2010</i>	MA000083	Schedule D
<i>Contract Call Centre Award 2010</i>	MA000023	Schedule E
<i>Corrections and Detention (Private Sector) Award 2010</i>	MA000110	Schedule E
<i>Dry Cleaning and Laundry Industry Award 2010</i>	MA000096	Schedule G
<i>Educational Services (Post-Secondary Education) Award 2010</i>	MA000075	Schedule G
<i>Educational Services (Schools) General Staff Award 2010</i>	MA000076	Schedule F
<i>Educational Services (Teachers) Award 2010</i>	MA000077	Schedule C
<i>Fire Fighting Industry Award 2010</i>	MA000111	Schedule C
<i>Fitness Industry Award 2010</i>	MA000094	Schedule E
<i>Funeral Industry Award 2010</i>	MA000105	Schedule F
<i>Gardening and Landscaping Services Award 2010</i>	MA000101	Schedule F

Award title	Award ID	Insert as schedule
<i>General Retail Industry Award 2010</i>	MA000004	Schedule F
<i>Hair and Beauty Industry Award 2010</i>	MA000005	Schedule F
<i>Health Professionals and Support Services Award 2010</i>	MA000027	Schedule F
<i>Higher Education Industry—Academic Staff—Award 2010</i>	MA000006	Schedule B
<i>Higher Education Industry—General Staff—Award 2010</i>	MA000007	Schedule H
<i>Horse and Greyhound Training Award 2010</i>	MA000008	Schedule D
<i>Horticulture Award 2010</i>	MA000028	Schedule E
<i>Hospitality Industry (General) Award 2010</i>	MA000009	Schedule H
<i>Journalists Published Media Award 2010</i>	MA000067	Schedule C
<i>Labour Market Assistance Industry Award 2010</i>	MA000099	Schedule E
<i>Legal Services Award 2010</i>	MA000116	Schedule E
<i>Live Performance Award 2010</i>	MA000081	Schedule F
<i>Local Government Industry Award 2010</i>	MA000112	Schedule F
<i>Mannequins and Models Award 2010</i>	MA000117	Schedule C
<i>Market and Social Research Award 2010</i>	MA000030	Schedule E
<i>Meat Industry Award 2010</i>	MA000059	Schedule F
<i>Medical Practitioners Award 2010</i>	MA000031	Schedule B
<i>Mining Industry Award 2010</i>	MA000011	Schedule F
<i>Miscellaneous Award 2010</i>	MA000104	Schedule F
<i>Nursery Award 2010</i>	MA000033	Schedule E
<i>Nurses Award 2010</i>	MA000034	Schedule C
<i>Passenger Vehicle Transportation Award 2010</i>	MA000063	Schedule E
<i>Pastoral Award 2010</i>	MA000035	Schedule D
<i>Pest Control Industry Award 2010</i>	MA000097	Schedule E
<i>Pharmacy Industry Award 2010</i>	MA000012	Schedule E
<i>Racing Clubs Events Award 2010</i>	MA000013	Schedule E
<i>Racing Industry Ground Maintenance Award 2010</i>	MA000014	Schedule E
<i>Real Estate Industry Award 2010</i>	MA000106	Schedule F
<i>Registered and Licensed Clubs Award 2010</i>	MA000058	Schedule G
<i>Restaurant Industry Award 2010</i>	MA000119	Schedule F
<i>Road Transport (Long Distance Operations) Award 2010</i>	MA000039	Schedule D
<i>Road Transport and Distribution Award 2010</i>	MA000038	Schedule F

Award title	Award ID	Insert as schedule
<i>Salt Industry Award 2010</i>	MA000107	Schedule F
<i>Security Services Industry Award 2010</i>	MA000016	Schedule E
<i>Silviculture Award 2010</i>	MA000040	Schedule D
<i>Social, Community, Home Care and Disability Services Industry Award 2010</i>	MA000100	Schedule H
<i>Sporting Organisations Award 2010</i>	MA000082	Schedule E
<i>State Government Agencies Administration Award 2010</i>	MA000121	Schedule E
<i>Storage Services and Wholesale Award 2010</i>	MA000084	Schedule E
<i>Supported Employment Services Award 2010</i>	MA000103	Schedule E
<i>Telecommunications Services Award 2010</i>	MA000041	Schedule F
<i>Transport (Cash in Transit) Award 2010</i>	MA000042	Schedule D
<i>Travelling Shows Award 2010</i>	MA000102	Schedule D
<i>Waste Management Award 2010</i>	MA000043	Schedule E
<i>Wine Industry Award 2010</i>	MA000090	Schedule F
<i>Wool Storage, Sampling and Testing Award 2010</i>	MA000044	Schedule E

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DETERMINATION

Fair Work Act 2009
s.285—Annual wage review

(C2013/1)

AIR PILOTS AWARD 2010

[MA000046]

JUSTICE ROSS, PRESIDENT
SENIOR DEPUTY PRESIDENT WATSON
COMMISSIONER SPENCER
COMMISSIONER HAMPTON
MR VINES
PROFESSOR RICHARDSON
MR DWYER

MELBOURNE, 19 JUNE 2013

Annual Wage Review 2012–13.

A. Further to the decision issued by the Minimum Wage Panel in the Annual Wage Review 2012–13 on 3 June 2013¹, the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	37,689	32,355
Single engine 1360 kg – 3359 kg	39,291	32,355
Single engine 3360 kg & above	45,632	35,620
Multi engine UTBNI 3360 kg	43,884	34,235
Multi engine 3360 kg UTBNI 5660 kg	45,632	35,620
Multi engine 5660 kg UTBNI 8500 kg	48,129	37,148
Multi engine 8500 kg UTBNI 12000 kg	51,774	39,454

	Minimum salary per annum	
	Captain	First Officers Second Pilots
Multi engine 12000 kg UTBNI 15000 kg	55,648	42,012
Multi engine 15000 kg UTBNI 19000 kg	60,641	45,066
Multi engine 19000 kg & above – unless otherwise listed	64,880	47,485
Dash 8 100-15650 kg MTOW	60,641	45,066
Dash 8 200-16466 kg MTOW	60,641	45,066
Dash 8 300-19505 kg MTOW	60,641	45,066
Dash 8 400-28998 kg MTOW	64,782	47,485

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
	Captain	First Officer	Second Officer
Fokker 28	104,273	69,118	
CRJ-50	104,273	69,118	
BAe-146	112,884	74,544	
Fokker 100B	112,884	74,544	
Boeing 717	112,884	74,544	
Narrow body aircraft	118,344	77,940	
Wide body aircraft–single deck	135,873	89,410	54,236
Wide body aircraft–double deck	153,403	100,879	61,118

3. By deleting the table appearing in clause C.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
Group 1		
Cessna 206	42,927	
Cessna 207	42,927	
Cessna 210	42,927	
Group 2		
Aero Commander 500	47,565	
Beechcraf 55	47,565	
Beecherall 58	47,565	
Britten Norman BN2	47,565	
Cessna 310	47,565	
Cessna 337	47,565	
Cessna 402	47,565	
Cessna 414	47,565	
Partenavia P68	47,565	
Piper PA23	47,565	
Piper PA30	47,565	
Piper PA31	47,565	
Piper PA34	47,565	
Piper PA60 Aerostar	47,565	
Group 3		
Beechcrall 65	49,183	
Cessna 404	49,183	

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
Cessna 421	49,183	
Group 4		
Cessna 441	52,670	
Nomad N22	52,670	
Nomad N24	52,670	
Group 5		
Beechcraft 200	59,742	43,261
Swearingen 226	59,742	43,261
Swearingen 227	59,742	43,261
De Havilland 6-100	59,742	43,261
De Havilland 6-200	59,742	43,261
De Havilland 6-300	59,742	43,261
Casa 212	59,742	43,261
Embraer 110	59,742	43,261
Group 6		
Jetstream 31	61,359	43,794
Beach 1900	61,359	43,794
Metro 23	61,359	43,794
Group 7		
Cessna 550	63,798	44,505
McDonnell Douglas	63,798	44,505
DC3	63,798	44,505
Shorts SD-330	63,798	44,505
Shorts SD-360	63,798	44,505

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
Mohawk	63,798	44,505
Group 8		
Saab-Fairchild	68,107	46,677
340 A	68,107	46,677
Group 9		
De Havilland	73,525	49,448
Dash 8-102, 200 and 300	73,525	49,448
Dash 8-400	78,568	52,807

4. By deleting the table appearing in clause D.9.1 and inserting the following:

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
0–1000	622.20
1001–2000	642.50
2001–3000	669.00
Over 3000	722.80

5. By deleting the amount “\$189.92” appearing in clause D.9.2 and inserting “\$194.86”.
6. By deleting the table appearing in clause E.5.1 and inserting the following:

	Minimum salary per annum
	\$
<i>Single engine</i>	
1st year of service	46,596
2nd year of service	47,687
3rd year of service	48,732
4th year of service	49,758
5th year of service	50,850

	Minimum salary per annum \$
6th year of service	51,941
7th year of service	53,033
8th year of service	54,125
9th year of service	55,216
<i>Twin 0–9000 lbs</i>	
1st year of service	49,758
2nd year of service	50,850
3rd year of service	51,941
4th year of service	53,033
5th year of service	54,125
6th year of service	55,216
7th year of service	56,308
8th year of service	57,400
9th year of service	58,491
<i>Twin over 9000 lbs</i>	
1st year of service	51,941
2nd year of service	53,033
3rd year of service	54,125
4th year of service	55,216
5th year of service	56,308
6th year of service	57,400
7th year of service	58,491
8th year of service	59,461
9th year of service	60,675

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command	Minimum salary per annum \$
<i>UTBNI 9000 lbs</i>	
1st year of service	48,666
2nd year of service	49,758
3rd year of service	50,850
4th year of service	51,941
5th year of service	53,033
6th year of service	54,125
7th year of service	55,216
8th year of service	56,308
9th year of service	57,400
10th year of service	58,491
11th year of service	59,583
12th year of service	60,675
13th year of service	61,766
14th year of service	62,858
15th year of service	63,950
<i>All other operations command</i>	
1st year of service	54,125
2nd year of service	55,216
3rd year of service	56,308
4th year of service	57,400
5th year of service	58,491

Single engine command	Minimum salary per annum
	\$
6th year of service	59,583
7th year of service	60,675
8th year of service	61,766
9th year of service	62,858
10th year of service	63,950
11th year of service	65,041
12th year of service	66,133
13th year of service	67,225
14th year of service	68,316
15th year of service	69,408

B. This determination comes into operation on the first full pay period commencing on or after 1 July 2013.

PRESIDENT

¹ [\[2013\] FWCFB 4000](#).

FAIR WORK COMMISSION DETERMINATION

Fair Work Act 2009
s.157—variation of modern award

(AM2013/6)

AIR PILOTS AWARD 2010 [\[MA000046\]](#)

VICE PRESIDENT WATSON

SYDNEY, 20 JUNE 2013

Expense-related allowances.

- A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:
1. By deleting the amount “\$0.75” appearing in clause 19.1(e) and inserting “\$0.76”.
 2. By deleting the amount “\$1547.00” appearing in clause 19.4 and inserting “\$1687.00”.
 3. By deleting the amount “\$17.17” appearing in clause 19.8(b) and inserting “\$17.49”.
 4. By deleting the amount “\$76.18” appearing in clause 19.8(c) and inserting “\$77.60”.
 5. By deleting the amount “\$109.39” appearing in clause 19.8(d) and inserting “\$111.43”.
 6. By deleting the table appearing in clause 19.8(e) and inserting the following:

	Allowance
	\$
0630–0800 hours	24.76
1200–1330 hours	27.75
1800–2000 hours	47.71
Incidentals	17.49
 7. By deleting the amount “\$83.74” appearing in clause 19.8(f) and inserting “\$85.30”.
 8. By deleting the amount “\$7.12” appearing in clause 19.10(b) and inserting “\$7.22”.
 9. By deleting the amounts “\$63,732” and “\$229,433” appearing in clause 22.11(a) and inserting “\$69,491” and “\$250,166” respectively.
 10. By deleting the amounts “\$637.32” and “\$382.38” appearing in clause 22.11(d) and inserting “\$694.91” and “\$416.93” respectively.

11. By deleting the amount “\$98.16” appearing in clause C.4.2 and inserting “\$99.99”.
12. By deleting the amount “\$83.74” appearing in clause C.4.3 and inserting “\$85.30”.
13. By deleting the table appearing in clause C.4.4 and inserting the following:

Australia and dependencies	\$17.49
Elsewhere	\$38.50
14. By deleting the table appearing in clause C.4.5(a) and inserting the following:

Breakfast	\$24.76
Lunch	\$27.75
Dinner	\$47.71
15. By deleting the amount “\$109.39” appearing in clause C.4.6 and inserting “\$111.43”.
16. By deleting the amount “\$26.40” appearing in clause E.4.2(c) and inserting “\$26.89”.
17. By deleting the amount “\$0.75” appearing in clause E.4.2(d)(i) and inserting “\$0.76”.
18. By deleting the amount “\$0.75” appearing in clause E.4.2(d)(iii) and inserting “\$0.76”.
19. By deleting the table appearing in clause E.5.6(b)(ii) and inserting the following:

Breakfast	\$24.76
Lunch	\$27.75
Dinner	\$47.71
20. By deleting the amount “\$18.31” appearing in clause E.5.6(c) and inserting “\$18.90”.
21. By deleting the amount “\$18.31” appearing in clause E.5.6(d) and inserting “\$18.90”.
22. By deleting the amount “\$19.65” appearing in clause E.5.6(f) and inserting “\$20.02”.
23. By deleting the amount “\$27.48” appearing in clause E.6.4(c) and inserting “\$27.99”.
24. By deleting the amount “\$0.75” appearing in clause E.6.4(d)(i) and inserting “\$0.76”.
25. By deleting the amount “\$0.75” appearing in clause E.6.4(d)(iv) and inserting “\$0.76”.
26. By deleting the amounts “\$4.53” and “\$1.62” appearing in clause E.6.6(c)(i) and inserting “\$4.61” and “\$1.65” respectively.

B. This determination comes into operation on the first full pay period commencing on or after 1 July 2013.

VICE PRESIDENT WATSON

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FAIR WORK COMMISSION

DETERMINATION

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009

Item 6, Sch. 5 - Modern awards review

Fair Work Act 2009

s.160—Variation of modern award

Part-day public holidays

(AM2012/355)

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT SMITH
COMMISSIONER HAMPTON

MELBOURNE, 13 NOVEMBER 2013

Part-day public holidays variation.

A. Further to the Decisions issued on 21 December 2012 [[\[2012\] FWAFB 10738](#)] and 13 November 2013 [[\[2013\] FWCFB 8938](#)] it is ordered that the awards listed in Appendix A be varied as follows:

1. By deleting the words “2012 Part-day public holidays” appearing in the heading of each of the schedules listed in Appendix A and inserting “2013 Part-day public holidays”.
2. By deleting the words “December 2012” wherever they appear in each of the schedules listed in Appendix A and inserting “December 2013”.
3. By adding the following sentence after the final numbered subclause in each of the schedules listed in Appendix A:

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

4. By updating the table of contents accordingly.

B. This determination comes into operation on 21 November 2013.

PRESIDENT

Appendix A

Award title	Award ID	Schedule to be varied
<i>Aboriginal Community Controlled Health Services Award 2010</i>	MA000115	Schedule E
<i>Aged Care Award 2010</i>	MA000018	Schedule E
<i>Air Pilots Award 2010</i>	MA000046	Schedule F
<i>Aircraft Cabin Crew Award 2010</i>	MA000047	Schedule E
<i>Airline Operations—Ground Staff Award 2010</i>	MA000048	Schedule F
<i>Airport Employees Award 2010</i>	MA000049	Schedule F
<i>Ambulance and Patient Transport Industry Award 2010</i>	MA000098	Schedule C
<i>Amusement, Events and Recreation Award 2010</i>	MA000080	Schedule F
<i>Animal Care and Veterinary Services Award 2010</i>	MA000118	Schedule E

<i>Aquaculture Industry Award 2010</i>	MA000114	Schedule F
<i>Architects Award 2010</i>	MA000079	Schedule C
<i>Asphalt Industry Award 2010</i>	MA000054	Schedule E
<i>Banking, Finance and Insurance Award 2010</i>	MA000019	Schedule F
<i>Book Industry Award 2010</i>	MA000078	Schedule B
<i>Broadcasting and Recorded Entertainment Award 2010</i>	MA000091	Schedule K
<i>Building and Construction General On-site Award 2010</i>	MA000020	Schedule E
<i>Business Equipment Award 2010</i>	MA000021	Schedule F
<i>Car Parking Award 2010</i>	MA000095	Schedule E
<i>Cement and Lime Award 2010</i>	MA000055	Schedule F
<i>Cemetery Industry Award 2010</i>	MA000070	Schedule F
<i>Children's Services Award 2010</i>	MA000120	Schedule E
<i>Cleaning Services Award 2010</i>	MA000022	Schedule H
<i>Clerks—Private Sector Award 2010</i>	MA000002	Schedule E
<i>Commercial Sales Award 2010</i>	MA000083	Schedule D
<i>Concrete Products Award 2010</i>	MA000056	Schedule E
<i>Contract Call Centre Award 2010</i>	MA000023	Schedule E
<i>Corrections and Detention (Private Sector) Award 2010</i>	MA000110	Schedule F
<i>Dredging Industry Award 2010</i>	MA000085	Schedule B
<i>Dry Cleaning and Laundry Industry Award 2010</i>	MA000096	Schedule G
<i>Educational Services (Post-Secondary Education) Award 2010</i>	MA000075	Schedule G
<i>Educational Services (Schools) General Staff Award 2010</i>	MA000076	Schedule F
<i>Educational Services (Teachers) Award 2010</i>	MA000077	Schedule C
<i>Electrical, Electronic and Communications Contracting Award 2010</i>	MA000025	Schedule F
<i>Electrical Power Industry Award 2010</i>	MA000088	Schedule F
<i>Fire Fighting Industry Award 2010</i>	MA000111	Schedule C
<i>Fitness Industry Award 2010</i>	MA000094	Schedule E
<i>Food, Beverage and Tobacco Manufacturing Award 2010</i>	MA000073	Schedule F
<i>Funeral Industry Award 2010</i>	MA000105	Schedule F
<i>Gardening and Landscaping Services Award 2010</i>	MA000101	Schedule F
<i>Gas Industry Award 2010</i>	MA000061	Schedule F
<i>General Retail Industry Award 2010</i>	MA000004	Schedule F
<i>Graphic Arts, Printing and Publishing Award 2010</i>	MA000026	Schedule G
<i>Hair and Beauty Industry Award 2010</i>	MA000005	Schedule F
<i>Health Professionals and Support Services Award 2010</i>	MA000027	Schedule F
<i>Higher Education Industry—Academic Staff—Award 2010</i>	MA000006	Schedule B
<i>Higher Education Industry—General Staff—Award 2010</i>	MA000007	Schedule H
<i>Horse and Greyhound Training Award 2010</i>	MA000008	Schedule D
<i>Horticulture Award 2010</i>	MA000028	Schedule E
<i>Hospitality Industry (General) Award 2010</i>	MA000009	Schedule H
<i>Hydrocarbons Field Geologists Award 2010</i>	MA000064	Schedule D
<i>Hydrocarbons Industry (Upstream) Award 2010</i>	MA000062	Schedule F
<i>Joinery and Building Trades Award 2010</i>	MA000029	Schedule F
<i>Journalists Published Media Award 2010</i>	MA000067	Schedule C
<i>Labour Market Assistance Industry Award 2010</i>	MA000099	Schedule E

<i>Legal Services Award 2010</i>	MA000116	Schedule E
<i>Live Performance Award 2010</i>	MA000081	Schedule F
<i>Local Government Industry Award 2010</i>	MA000112	Schedule F
<i>Mannequins and Models Award 2010</i>	MA000117	Schedule C
<i>Manufacturing and Associated Industries and Occupations Award 2010</i>	MA000010	Schedule F
<i>Marine Tourism and Charter Vessels Award 2010</i>	MA000093	Schedule E
<i>Marine Towage Award 2010</i>	MA000050	Schedule B
<i>Maritime Offshore Oil and Gas Award 2010</i>	MA000086	Schedule C
<i>Market and Social Research Award 2010</i>	MA000030	Schedule E
<i>Meat Industry Award 2010</i>	MA000059	Schedule F
<i>Medical Practitioners Award 2010</i>	MA000031	Schedule B
<i>Mining Industry Award 2010</i>	MA000011	Schedule F
<i>Miscellaneous Award 2010</i>	MA000104	Schedule F
<i>Mobile Crane Hiring Award 2010</i>	MA000032	Schedule E
<i>Nursery Award 2010</i>	MA000033	Schedule E
<i>Nurses Award 2010</i>	MA000034	Schedule C
<i>Oil Refining and Manufacturing Award 2010</i>	MA000072	Schedule F
<i>Passenger Vehicle Transportation Award 2010</i>	MA000063	Schedule E
<i>Pastoral Award 2010</i>	MA000035	Schedule D
<i>Pest Control Industry Award 2010</i>	MA000097	Schedule E
<i>Pharmaceutical Industry Award 2010</i>	MA000069	Schedule E
<i>Pharmacy Industry Award 2010</i>	MA000012	Schedule E
<i>Plumbing and Fire Sprinklers Award 2010</i>	MA000036	Schedule F
<i>Ports, Harbours and Enclosed Water Vessels Award 2010</i>	MA000052	Schedule B
<i>Poultry Processing Award 2010</i>	MA000074	Schedule E
<i>Premixed Concrete Award 2010</i>	MA000057	Schedule E
<i>Professional Diving Industry (Industrial) Award 2010</i>	MA000108	Schedule C
<i>Professional Diving Industry (Recreational) Award 2010</i>	MA000109	Schedule C
<i>Quarrying Award 2010</i>	MA000037	Schedule F
<i>Racing Clubs Events Award 2010</i>	MA000013	Schedule E
<i>Racing Industry Ground Maintenance Award 2010</i>	MA000014	Schedule E
<i>Real Estate Industry Award 2010</i>	MA000106	Schedule F
<i>Registered and Licensed Clubs Award 2010</i>	MA000058	Schedule G
<i>Restaurant Industry Award 2010</i>	MA000119	Schedule F
<i>Road Transport and Distribution Award 2010</i>	MA000038	Schedule F
<i>Road Transport (Long Distance Operations) Award 2010</i>	MA000039	Schedule D
<i>Salt Industry Award 2010</i>	MA000107	Schedule F
<i>Seafood Processing Award 2010</i>	MA000068	Schedule E
<i>Seagoing Industry Award 2010</i>	MA000122	Schedule C
<i>Security Services Industry Award 2010</i>	MA000016	Schedule E
<i>Silviculture Award 2010</i>	MA000040	Schedule D
<i>Social, Community, Home Care and Disability Services Industry Award 2010</i>	MA000100	Schedule H
<i>Sporting Organisations Award 2010</i>	MA000082	Schedule E
<i>State Government Agencies Administration Award 2010</i>	MA000121	Schedule E
<i>Stevedoring Industry Award 2010</i>	MA000053	Schedule F
<i>Storage Services and Wholesale Award 2010</i>	MA000084	Schedule E

<i>Supported Employment Services Award 2010</i>	MA000103	Schedule E
<i>Surveying Award 2010</i>	MA000066	Schedule E
<i>Telecommunications Services Award 2010</i>	MA000041	Schedule F
<i>Textile, Clothing, Footwear and Associated Industries Award 2010</i>	MA000017	Schedule H
<i>Transport (Cash in Transit) Award 2010</i>	MA000042	Schedule D
<i>Travelling Shows Award 2010</i>	MA000102	Schedule D
<i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i>	MA000089	Schedule G
<i>Waste Management Award 2010</i>	MA000043	Schedule E
<i>Water Industry Award 2010</i>	MA000113	Schedule F
<i>Wine Industry Award 2010</i>	MA000090	Schedule F
<i>Wool Storage, Sampling and Testing Award 2010</i>	MA000044	Schedule E

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MA000046 PR546017

FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.149A - Superannuation contributions for defined benefit members

s.155A - Terms dealing with superannuation

cl. 10 Sch. 1 - FWC to vary certain modern awards

cl. 11 Sch. 1 - FWC to update certain modern awards

Superannuation—2013 Review

(AM2013/25)

AIR PILOTS AWARD 2010[\[MA000046\]](#)

Airline operations

SENIOR DEPUTY PRESIDENT ACTON

DEPUTY PRESIDENT SMITH

COMMISSIONER JOHNS

MELBOURNE, 30 DECEMBER 2013

Default superannuation funds.

A. Further to the decision issued on 30 December 2013 [\[2013\] FWCFB 10016](#) it is ordered that the above award be varied as follows:

1. By inserting the following definitions in clause 3.1 in alphabetical order:

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

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

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

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

2. By deleting clause 23.4(a) Aviation Industry Superannuation Trust (TAIST).

3. By renumbering clause 23.4(b) as clause 23.4(a).

4. By inserting the following words at the end of clause 23.4(a) “and is fund that offers a MySuper product or is an exempt public sector scheme”.

5. By inserting a new clause 23.4(b) at the end of the ‘Superannuation fund’ clause as follows:

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

B. This determination takes effect from 1 January 2014.



SENIOR DEPUTY PRESIDENT

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MA000046 PR542166

FAIR WORK COMMISSION

DETERMINATION*Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*

Sch. 5, Item 6 - Review of all modern awards (other than modern enterprise and State PS awards) after first 2 years

Modern Awards Review 2012—Award Flexibility
(AM2012/51 and others)**AIR PILOTS AWARD 2010**[\[MA000046\]](#)

Airline operations

SENIOR DEPUTY PRESIDENT WATSON MELBOURNE, 4 DECEMBER 2013

*Modern Awards Review 2012 – Award flexibility.*A. Further to the decision issued by the Award Flexibility Full Bench on 12 November 2013 [1](#) it is ordered that the *Air Pilots Award 2010* be varied as follows:

1. By deleting the words “Fair Work Australia” appearing in clause 2.4 and inserting “the Fair Work Commission”.
2. By deleting the words “Fair Work Australia” appearing in clause 2.5 and inserting “The Fair Work Commission”.
3. By deleting the words “Fair Work Australia” appearing in clause 2.6 and inserting “The Fair Work Commission”.
4. By inserting at the end of clause 7.2 the following sentence:

An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

5. By inserting in clause 7.3(b) the words “at the time the agreement is made” after the words “result in the employee being better off overall”.

6. By deleting the words “four weeks” appearing in clause 7.8(a) and inserting “13 weeks”.

7. By inserting the following note as a new paragraph after the end of clause 7.8(b):

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

8. By renumbering clause 7.9 as 7.10.

9. By inserting a new clause 7.9 as follows:

7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks’ notice of termination.

10. By deleting the words “Fair Work Australia” appearing in clause 10.2 and inserting “the Fair Work Commission”.

11. By deleting the words “Fair Work Australia” appearing in clause 10.3 and inserting “the Fair Work Commission”.

12. By deleting the words “Fair Work Australia” appearing in clause 10.4 and inserting “the Fair Work Commission”.

B. This determination comes into operation from 4 December 2013.

SENIOR DEPUTY PRESIDENT

[1 \[2013\] FWCFB 8859.](#)

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PR546288
FAIR WORK COMMISSION
DETERMINATION

Fair Work Act 2009

Schedule 4, item 5 amendments made by the *Fair Work Amendment Act 2013*

Consultation clause in modern awards
(AM2013/24)

JUSTICE ROSS, PRESIDENT
SENIOR DEPUTY PRESIDENT WATSON
COMMISSIONER WILSON

MELBOURNE, 24 DECEMBER 2013

Consultation about changes to rosters or hours of work.

A. Further to the decision of 23 December 2013 [1](#) it is ordered that the modern awards listed in Appendix A be varied as follows:

1. By deleting clause “X—Consultation regarding major workplace change” appearing in the relevant clauses for each modern award listed in Appendix A to this determination and inserting the following:

X. CONSULTATION

X.1 Consultation regarding major workplace change

(a) Employer to notify

(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

(i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause X.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause X.1(a).

(iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the

nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

X.2 Consultation about changes to rosters or hours of work

(a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

(b) The employer must:

(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

B. This determination comes into force on and from 1 January 2014.

PRESIDENT

Appendix A

Modern award title	Award ID	Clause to be varied
Aboriginal Community Controlled Health Services Award 2010	MA000115	8
Aged Care Award 2010	MA000018	8
Air Pilots Award 2010	MA000046	9
Aircraft Cabin Crew Award 2010	MA000047	9
Airline Operations—Ground Staff Award 2010	MA000048	9
Airport Employees Award 2010	MA000049	9
Alpine Resorts Award 2010	MA000092	8
Aluminium Industry Award 2010	MA000060	8
Ambulance and Patient Transport Industry Award 2010	MA000098	8
Amusement, Events and Recreation Award 2010	MA000080	8
Animal Care and Veterinary Services Award 2010	MA000118	8
Aquaculture Industry Award 2010	MA000114	8
Architects Award 2010	MA000079	9
Asphalt Industry Award 2010	MA000054	8
Banking, Finance and Insurance Award 2010	MA000019	8

Black Coal Mining Industry Award 2010	MA000001	8
Book Industry Award 2010	MA000078	8
Broadcasting and Recorded Entertainment Award 2010	MA000091	8
Building and Construction General On-site Award 2010	MA000020	8
Business Equipment Award 2010	MA000021	9
Car Parking Award 2010	MA000095	8
Cement and Lime Award 2010	MA000055	8
Cemetery Industry Award 2010	MA000070	8
Children's Services Award 2010	MA000120	8
Cleaning Services Award 2010	MA000022	8
Clerks—Private Sector Award 2010	MA000002	8
Coal Export Terminals Award 2010	MA000045	8
Commercial Sales Award 2010	MA000083	8
Concrete Products Award 2010	MA000056	8
Contract Call Centre Award 2010	MA000023	8
Corrections and Detention (Private Sector) Award 2010	MA000110	8
Cotton Ginning Award 2010	MA000024	8
Dredging Industry Award 2010	MA000085	8
Dry Cleaning and Laundry Industry Award 2010	MA000096	8
Educational Services (Post-Secondary Education) Award 2010	MA000075	8
Educational Services (Schools) General Staff Award 2010	MA000076	8
Educational Services (Teachers) Award 2010	MA000077	8
Electrical Power Industry Award 2010	MA000088	8
Electrical, Electronic and Communications Contracting Award 2010	MA000025	8
Fast Food Industry Award 2010	MA000003	8
Fire Fighting Industry Award 2010	MA000111	8
Fitness Industry Award 2010	MA000094	8
Food, Beverage and Tobacco Manufacturing Award 2010	MA000073	9
Funeral Industry Award 2010	MA000105	8
Gardening and Landscaping Services Award 2010	MA000101	8
Gas Industry Award 2010	MA000061	8
General Retail Industry Award 2010	MA000004	8
Graphic Arts, Printing and Publishing Award 2010	MA000026	9
Hair and Beauty Industry Award 2010	MA000005	8
Health Professionals and Support Services Award 2010	MA000027	8
Higher Education Industry—Academic Staff—Award 2010	MA000006	8
Higher Education Industry—General Staff—Award 2010	MA000007	8
Horse and Greyhound Training Award 2010	MA000008	8
Horticulture Award 2010	MA000028	8
Hospitality Industry (General) Award 2010	MA000009	8
Hydrocarbons Field Geologists Award 2010	MA000064	8
Hydrocarbons Industry (Upstream) Award 2010	MA000062	8
Joinery and Building Trades Award 2010	MA000029	8
Journalists Published Media Award 2010	MA000067	8
Labour Market Assistance Industry Award 2010	MA000099	8
Legal Services Award 2010	MA000116	8

Live Performance Award 2010	MA000081	8
Local Government Industry Award 2010	MA000112	8
Mannequins and Models Award 2010	MA000117	8
Manufacturing and Associated Industries and Occupations Award 2010	MA000010	9
Marine Tourism and Charter Vessels Award 2010	MA000093	8
Marine Towage Award 2010	MA000050	8
Maritime Offshore Oil and Gas Award 2010	MA000086	8
Market and Social Research Award 2010	MA000030	8
Meat Industry Award 2010	MA000059	9
Medical Practitioners Award 2010	MA000031	8
Mining Industry Award 2010	MA000011	8
Miscellaneous Award 2010	MA000104	8
Mobile Crane Hiring Award 2010	MA000032	8
Nursery Award 2010	MA000033	8
Nurses Award 2010	MA000034	8
Oil Refining and Manufacturing Award 2010	MA000072	8
Passenger Vehicle Transportation Award 2010	MA000063	8
Pastoral Award 2010	MA000035	8
Pest Control Industry Award 2010	MA000097	8
Pharmaceutical Industry Award 2010	MA000069	8
Pharmacy Industry Award 2010	MA000012	8
Plumbing and Fire Sprinklers Award 2010	MA000036	8
Port Authorities Award 2010	MA000051	8
Ports, Harbours and Enclosed Water Vessels Award 2010	MA000052	8
Poultry Processing Award 2010	MA000074	8
Premixed Concrete Award 2010	MA000057	8
Professional Diving Industry (Industrial) Award 2010	MA000108	8
Professional Diving Industry (Recreational) Award 2010	MA000109	8
Professional Employees Award 2010	MA000065	9
Quarrying Award 2010	MA000037	8
Racing Clubs Events Award 2010	MA000013	8
Racing Industry Ground Maintenance Award 2010	MA000014	8
Rail Industry Award 2010	MA000015	8
Real Estate Industry Award 2010	MA000106	8
Registered and Licensed Clubs Award 2010	MA000058	8
Restaurant Industry Award 2010	MA000119	8
Road Transport (Long Distance Operations) Award 2010	MA000039	8
Road Transport and Distribution Award 2010	MA000038	9
Salt Industry Award 2010	MA000107	8
Seafood Processing Award 2010	MA000068	8
Seagoing Industry Award 2010	MA000122	8
Security Services Industry Award 2010	MA000016	8
Silviculture Award 2010	MA000040	8
Social, Community, Home Care and Disability Services Industry Award 2010	MA000100	8
Sporting Organisations Award 2010	MA000082	8
State Government Agencies Administration Award 2010	MA000121	8

Stevedoring Industry Award 2010	MA000053	8
Storage Services and Wholesale Award 2010	MA000084	9
Sugar Industry Award 2010	MA000087	8
Supported Employment Services Award 2010	MA000103	8
Surveying Award 2010	MA000066	9
Telecommunications Services Award 2010	MA000041	8
Textile, Clothing, Footwear and Associated Industries Award 2010	MA000017	9
Timber Industry Award 2010	MA000071	9
Transport (Cash in Transit) Award 2010	MA000042	8
Travelling Shows Award 2010	MA000102	8
Vehicle Manufacturing, Repair, Services and Retail Award 2010	MA000089	8
Waste Management Award 2010	MA000043	8
Water Industry Award 2010	MA000113	8
Wine Industry Award 2010	MA000090	8
Wool Storage, Sampling and Testing Award 2010	MA000044	8

[1 \[2013\] FWCFB 10165.](#)

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MA000046 PR549520

FAIR WORK COMMISSION

DETERMINATION*Fair Work Act 2009*

s.158—application to vary or revoke a modern award

s.160—variation of modern award to remove ambiguity or uncertainty or correct error

Superannuation—2013 Review**Australian Federation of Air Pilots**

(AM2014/50)

AIR PILOTS AWARD 2010[\[MA000046\]](#)

Airline operations

SENIOR DEPUTY PRESIDENT ACTON

DEPUTY PRESIDENT SMITH

COMMISSIONER JOHNS

MELBOURNE, 16 JUNE 2014

*Application to reinstate default fund in modern award.*A. Further to the decision issued on 12 June 2014 [\[2014\] FWCFB 3206](#), it is ordered that the above award be varied as follows:

1. By inserting in a new clause 23.4(a) the following: ‘Aviation Industry Superannuation Trust (TAIST)’.
2. By renumbering clauses 23.4(a) and 23.4(b) as clauses 23.4(b) and 23.4(c).

B. This determination takes effect from 1 January 2014.

SENIOR DEPUTY PRESIDENT

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MA000046 PR551755

FAIR WORK COMMISSION

DETERMINATION*Fair Work Act 2009*

s.157—variation of modern award

Expense-related Allowances 2014

(AM2014/101)

AIR PILOTS AWARD 2010[\[MA000046\]](#)

Airline operations

VICE PRESIDENT WATSON

SYDNEY, 19 JUNE 2014

*Expense-related allowances.*A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:

1. By deleting the amount “\$0.76” appearing in clause 19.1(e) and inserting “\$0.78”.
2. By deleting the amount “\$17.49” appearing in clause 19.8(b) and inserting “\$18.15”.
3. By deleting the amount “\$77.60” appearing in clause 19.8(c) and inserting “\$80.52”.
4. By deleting the amount “\$111.43” appearing in clause 19.8(d) and inserting “\$115.62”.
5. By deleting the table appearing in clause 19.8(e) and inserting the following:

	Allowance
	\$
0630–0800 hours	25.24
1200–1330 hours	28.29
1800–2000 hours	48.63
Incidentals	18.15

6. By deleting the amount “\$85.30” appearing in clause 19.8(f) and inserting “\$88.51”.
7. By deleting the amount “\$7.22” appearing in clause 19.10(b) and inserting “\$7.40”.
8. By deleting the amount “\$99.99” appearing in clause C.4.2 and inserting “\$103.75”.
9. By deleting the amount “\$85.30” appearing in clause C.4.3 and inserting “\$88.51”.
10. By deleting the table appearing in clause C.4.4 and inserting the following:

Australia and dependencies	\$18.15
Elsewhere	\$39.95

11. By deleting the table appearing in clause C.4.5(a) and inserting the following:

Breakfast	\$25.24
Lunch	\$28.29
Dinner	\$48.63

12. By deleting the amount "\$111.43" appearing in clause C.4.6 and inserting "\$115.62".

13. By deleting the amount "\$26.89" appearing in clause E.4.2(c) and inserting "\$27.90".

14. By deleting the amount "\$0.76" appearing in clause E.4.2(d)(i) and inserting "\$0.78".

15. By deleting the amount "\$0.76" appearing in clause E.4.2(d)(iii) and inserting "\$0.78".

16. By deleting the table appearing in clause E.5.6(b)(ii) and inserting the following:

Breakfast	\$25.24
Lunch	\$28.29
Dinner	\$48.63

17. By deleting the amount "\$18.90" appearing in clause E.5.6(c) and inserting "\$19.27".

18. By deleting the amount "\$18.90" appearing in clause E.5.6(d) and inserting "\$19.27".

19. By deleting the amount "\$20.02" appearing in clause E.5.6(f) and inserting "\$20.77".

20. By deleting the amount "\$27.99" appearing in clause E.6.4(c) and inserting "\$29.04".

21. By deleting the amount "\$0.76" appearing in clause E.6.4(d)(i) and inserting "\$0.78".

22. By deleting the amount "\$0.76" appearing in clause E.6.4(d)(iv) and inserting "\$0.78".

23. By deleting the amounts "\$4.61" and "\$1.65" appearing in clause E.6.6(c)(i) and inserting "\$4.78" and "\$1.71" respectively".

B. This determination comes into operation from 1 July 2014. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2014.

VICE PRESIDENT

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MA000046 PR551634

FAIR WORK COMMISSION

DETERMINATION*Fair Work Act 2009*

s.285—Annual wage review

Annual Wage Review 2013–14

(C2014/1)

AIR PILOTS AWARD 2010[\[MA000046\]](#)

Airline operations

JUSTICE ROSS, PRESIDENT
 SENIOR DEPUTY PRESIDENT
 WATSON
 COMMISSIONER SPENCER
 COMMISSIONER HAMPTON
 PROFESSOR RICHARDSON
 MR COLE
 MR HARCOURT

MELBOURNE, 19 JUNE 2014

Annual Wage Review 2013–14.

A. Further to the decision issued by the Expert Panel in the Annual Wage Review 2013–14 on 4 June 2014 [\[\[2014\] FWCFCB 3500\]](#), the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	38,820	33,327
Single engine 1360 kg – 3359 kg	40,470	33,327
Single engine 3360 kg & above	47,001	36,689
Multi engine UTBNI 3360 kg	45,201	35,262
Multi engine 3360 kg UTBNI 5660 kg	47,001	36,689
Multi engine 5660 kg UTBNI 8500 kg	49,573	38,262
Multi engine 8500 kg UTBNI 12000 kg	53,327	40,638
Multi engine 12000 kg UTBNI 15000 kg	57,317	43,272
Multi engine 15000 kg UTBNI 19000 kg	62,460	46,418
Multi engine 19000 kg & above - unless otherwise listed	66,826	48,910
Dash 8 100-15650 kg MTOW	62,460	46,418
Dash 8 200-16466 kg MTOW	62,460	46,418
Dash 8 300-19505 kg MTOW	62,460	46,418
Dash 8 400-28998 kg MTOW	66,725	48,910

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
	Captain	First Officer	Second Officer
Fokker 28	107,401	71,192	
CRJ-50	107,401	71,192	
BAe-146	116,271	76,780	
Fokker 100B	116,271	76,780	
Boeing 717	116,271	76,780	
Narrow body aircraft	121,894	80,278	
Wide body aircraft—single deck	139,949	92,092	55,863
Wide body aircraft—double deck	158,005	103,905	62,952

3. By deleting the table appearing in clause C.1.1 and inserting the following:

	Minimum salary per annum	
	Captain	Co-pilot
Group 1		
Cessna 206	44,215	
Cessna 207	44,215	
Cessna 210	44,215	
Group 2		
Aero Commander 500	48,992	
Beechcraf 55	48,992	
Beecherall 58	48,992	
Britten Norman BN2	48,992	

Cessna 310	48,992	
Cessna 337	48,992	
Cessna 402	48,992	
Cessna 414	48,992	
Partenavia P68	48,992	
Piper PA23	48,992	
Piper PA30	48,992	
Piper PA31	48,992	
Piper PA34	48,992	
Piper PA60 Aerostar	48,992	
Group 3		
Beechcrall 65	50,658	
Cessna 404	50,658	
Cessna 421	50,658	
Group 4		
Cessna 441	54,250	
Nomad N22	54,250	
Nomad N24	54,250	
Group 5		
Beechcraft 200	61,534	44,559
Swearingen 226	61,534	44,559
Swearingen 227	61,534	44,559
De Havilland 6-100	61,534	44,559
De Havilland 6-200	61,534	44,559
De Havilland 6-300	61,534	44,559
Casa 212	61,534	44,559
Embraer 110	61,534	44,559
Group 6		
Jetstream 31	63,200	45,108
Beach 1900	63,200	45,108
Metro 23	63,200	45,108
Group 7		
Cessna 550	65,712	45,840
McDonnell Douglas DC3	65,712	45,840
Shorts SD-330	65,712	45,840
Shorts SD-360	65,712	45,840
Mohawk	65,712	45,840
Group 8		
Saab-Fairchild 340 A	70,150	48,077
Group 9		
De Havilland Dash 8-102, 200 and 300	75,731	50,931
Dash 8-400	80,925	54,391

4. By deleting the table appearing in clause D.9.1 and inserting the following:

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
0-1000	640.90
1001-2000	661.80
2001-3000	689.10
Over 3000	744.50

5. By deleting the amount "\$194.86" appearing in clause D.9.2 and inserting "\$200.71".

6. By deleting the table appearing in clause E.5.1 and inserting the following:

	Minimum salary per annum
	\$
Single engine	
1st year of service	47,994
2nd year of service	49,118
3rd year of service	50,194
4th year of service	51,251
5th year of service	52,376
6th year of service	53,499
7th year of service	54,624
8th year of service	55,749
9th year of service	56,872
Twin 0-9000 lbs	
1st year of service	51,251
2nd year of service	52,376
3rd year of service	53,499
4th year of service	54,624
5th year of service	55,749
6th year of service	56,872
7th year of service	57,997
8th year of service	59,122
9th year of service	60,246
Twin over 9000 lbs	
1st year of service	53,499
2nd year of service	54,624
3rd year of service	55,749
4th year of service	56,872

5th year of service	57,997
6th year of service	59,122
7th year of service	60,246
8th year of service	61,245
9th year of service	62,495

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command	Minimum salary per annum
	\$
<i>UTBNI 9000 lbs</i>	
1st year of service	50,126
2nd year of service	51,251
3rd year of service	52,376
4th year of service	53,499
5th year of service	54,624
6th year of service	55,749
7th year of service	56,872
8th year of service	57,997
9th year of service	59,122
10th year of service	60,246
11th year of service	61,370
12th year of service	62,495
13th year of service	63,619
14th year of service	64,744
15th year of service	65,869
<i>All other operations command</i>	
1st year of service	55,749
2nd year of service	56,872
3rd year of service	57,997
4th year of service	59,122
5th year of service	60,246
6th year of service	61,370
7th year of service	62,495
8th year of service	63,619
9th year of service	64,744
10th year of service	65,869
11th year of service	66,992
12th year of service	68,117
13th year of service	69,242
14th year of service	70,365
15th year of service	71,490

B. This determination comes into operation from 1 July 2014. In accordance with s.166(5) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2014.

SENIOR DEPUTY PRESIDENT

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PR557581
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.160—Variation of modern award

Part-day public holidays
(AM2012/355)

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT SMITH
COMMISSIONER HAMPTON

MELBOURNE, 12 NOVEMBER 2014

Part-day public holidays variation.

A. Further to the decisions issued on 21 December 2012 [[\[2012\] FWA FB 10738](#)], 13 November 2013 [[\[2013\] FWC FB 8938](#)] and 12 November 2014 [[\[2014\] FWC FB 7830](#)] it is ordered that the awards listed in Appendix A be varied as follows:

1. By deleting the words “2013 Part-day public holidays” appearing in the heading of each of the schedules listed in Appendix A and inserting “2014 Part-day public holidays”.
2. By deleting the words “December 2013” wherever they appear in each of the schedules listed in Appendix A and inserting “December 2014”.
3. By updating the table of contents accordingly.

B. This determination comes into operation on 12 November 2014.

PRESIDENT

Appendix A

Award title	Award ID	Schedule to be varied
<i>Aboriginal COMMUNITY CONTROLLED HEALTH SERVICES AWARD 2010</i>	MA000115	Schedule E
<i>Aged Care Award 2010</i>	MA000018	Schedule E
<i>Air Pilots Award 2010</i>	MA000046	Schedule F
<i>Aircraft Cabin Crew Award 2010</i>	MA000047	Schedule E

<i>Airline Operations—Ground Staff Award 2010</i>	MA000048	Schedule F
<i>Airport Employees Award 2010</i>	MA000049	Schedule F
<i>Ambulance and Patient Transport Industry Award 2010</i>	MA000098	Schedule C
<i>Amusement, Events and Recreation Award 2010</i>	MA000080	Schedule F
<i>Animal Care and Veterinary Services Award 2010</i>	MA000118	Schedule E
<i>Aquaculture Industry Award 2010</i>	MA000114	Schedule F
<i>Architects Award 2010</i>	MA000079	Schedule C
<i>Asphalt Industry Award 2010</i>	MA000054	Schedule E
<i>Banking, Finance and Insurance Award 2010</i>	MA000019	Schedule F
<i>Book Industry Award 2010</i>	MA000078	Schedule B
<i>Broadcasting and Recorded Entertainment Award 2010</i>	MA000091	Schedule K
<i>Building and Construction General On-site Award 2010</i>	MA000020	Schedule E
<i>Business Equipment Award 2010</i>	MA000021	Schedule F
<i>Car Parking Award 2010</i>	MA000095	Schedule E
<i>Cement and Lime Award 2010</i>	MA000055	Schedule F
<i>Cemetery Industry Award 2010</i>	MA000070	Schedule F
<i>Children's Services Award 2010</i>	MA000120	Schedule E
<i>Cleaning Services Award 2010</i>	MA000022	Schedule H
<i>Clerks—Private Sector Award 2010</i>	MA000002	Schedule E
<i>Commercial Sales Award 2010</i>	MA000083	Schedule D

<i>Concrete Products Award 2010</i>	MA000056	Schedule E
<i>Contract Call Centre Award 2010</i>	MA000023	Schedule E
<i>Corrections and Detention (Private Sector) Award 2010</i>	MA000110	Schedule F
<i>Dredging Industry Award 2010</i>	MA000085	Schedule B
<i>Dry Cleaning and Laundry Industry Award 2010</i>	MA000096	Schedule G
<i>Educational Services (Post-Secondary Education) Award 2010</i>	MA000075	Schedule G
<i>Educational Services (Schools) General Staff Award 2010</i>	MA000076	Schedule F
<i>Educational Services (Teachers) Award 2010</i>	MA000077	Schedule C
<i>Electrical, Electronic and Communications Contracting Award 2010</i>	MA000025	Schedule F
<i>Electrical Power Industry Award 2010</i>	MA000088	Schedule F
<i>Fire Fighting Industry Award 2010</i>	MA000111	Schedule C
<i>Fitness Industry Award 2010</i>	MA000094	Schedule E
<i>Food, Beverage and Tobacco Manufacturing Award 2010</i>	MA000073	Schedule F
<i>Funeral Industry Award 2010</i>	MA000105	Schedule F
<i>Gardening and Landscaping Services Award 2010</i>	MA000101	Schedule F
<i>Gas Industry Award 2010</i>	MA000061	Schedule F
<i>General Retail Industry Award 2010</i>	MA000004	Schedule F
<i>Graphic Arts, Printing and Publishing Award 2010</i>	MA000026	Schedule G
<i>Hair and Beauty Industry Award 2010</i>	MA000005	Schedule F

<i>Health Professionals and Support Services Award 2010</i>	MA000027	Schedule F
<i>Higher Education Industry—Academic Staff—Award 2010</i>	MA000006	Schedule B
<i>Higher Education Industry—General Staff—Award 2010</i>	MA000007	Schedule H
<i>Horse and Greyhound Training Award 2010</i>	MA000008	Schedule D
<i>Horticulture Award 2010</i>	MA000028	Schedule E
<i>Hospitality Industry (General) Award 2010</i>	MA000009	Schedule H
<i>Hydrocarbons Field Geologists Award 2010</i>	MA000064	Schedule D
<i>Hydrocarbons Industry (Upstream) Award 2010</i>	MA000062	Schedule F
<i>Joinery and Building Trades Award 2010</i>	MA000029	Schedule F
<i>Journalists Published Media Award 2010</i>	MA000067	Schedule C
<i>Labour Market Assistance Industry Award 2010</i>	MA000099	Schedule E
<i>Legal Services Award 2010</i>	MA000116	Schedule E
<i>Live Performance Award 2010</i>	MA000081	Schedule F
<i>Local Government Industry Award 2010</i>	MA000112	Schedule F
<i>Mannequins and Models Award 2010</i>	MA000117	Schedule C
<i>Manufacturing and Associated Industries and Occupations Award 2010</i>	MA000010	Schedule F
<i>Marine Tourism and Charter Vessels Award 2010</i>	MA000093	Schedule E
<i>Marine Towage Award 2010</i>	MA000050	Schedule B
<i>Maritime Offshore Oil and Gas Award 2010</i>	MA000086	Schedule C

<i>Market and Social Research Award 2010</i>	MA000030	Schedule E
<i>Meat Industry Award 2010</i>	MA000059	Schedule F
<i>Medical Practitioners Award 2010</i>	MA000031	Schedule B
<i>Mining Industry Award 2010</i>	MA000011	Schedule F
<i>Miscellaneous Award 2010</i>	MA000104	Schedule F
<i>Mobile Crane Hiring Award 2010</i>	MA000032	Schedule E
<i>Nursery Award 2010</i>	MA000033	Schedule E
<i>Nurses Award 2010</i>	MA000034	Schedule C
<i>Oil Refining and Manufacturing Award 2010</i>	MA000072	Schedule F
<i>Passenger Vehicle Transportation Award 2010</i>	MA000063	Schedule E
<i>Pastoral Award 2010</i>	MA000035	Schedule D
<i>Pest Control Industry Award 2010</i>	MA000097	Schedule E
<i>Pharmaceutical Industry Award 2010</i>	MA000069	Schedule E
<i>Pharmacy Industry Award 2010</i>	MA000012	Schedule E
<i>Plumbing and Fire Sprinklers Award 2010</i>	MA000036	Schedule F
<i>Ports, Harbours and Enclosed Water Vessels Award 2010</i>	MA000052	Schedule B
<i>Poultry Processing Award 2010</i>	MA000074	Schedule E
<i>Premixed Concrete Award 2010</i>	MA000057	Schedule E
<i>Professional Diving Industry (Industrial) Award 2010</i>	MA000108	Schedule C

<i>Professional Diving Industry (Recreational) Award 2010</i>	MA000109	Schedule C
<i>Quarrying Award 2010</i>	MA000037	Schedule F
<i>Racing Clubs Events Award 2010</i>	MA000013	Schedule E
<i>Racing Industry Ground Maintenance Award 2010</i>	MA000014	Schedule E
<i>Real Estate Industry Award 2010</i>	MA000106	Schedule F
<i>Registered and Licensed Clubs Award 2010</i>	MA000058	Schedule G
<i>Restaurant Industry Award 2010</i>	MA000119	Schedule F
<i>Road Transport and Distribution Award 2010</i>	MA000038	Schedule F
<i>Road Transport (Long Distance Operations) Award 2010</i>	MA000039	Schedule D
<i>Salt Industry Award 2010</i>	MA000107	Schedule F
<i>Seafood Processing Award 2010</i>	MA000068	Schedule E
<i>Seagoing Industry Award 2010</i>	MA000122	Schedule C
<i>Security Services Industry Award 2010</i>	MA000016	Schedule E
<i>Silviculture Award 2010</i>	MA000040	Schedule D
<i>Social, Community, Home Care and Disability Services Industry Award 2010</i>	MA000100	Schedule H
<i>Sporting Organisations Award 2010</i>	MA000082	Schedule E
<i>State Government Agencies Administration Award 2010</i>	MA000121	Schedule E
<i>Stevedoring Industry Award 2010</i>	MA000053	Schedule F
<i>Storage Services and Wholesale Award 2010</i>	MA000084	Schedule E

<i>Supported Employment Services Award 2010</i>	MA000103	Schedule E
<i>Surveying Award 2010</i>	MA000066	Schedule E
<i>Telecommunications Services Award 2010</i>	MA000041	Schedule F
<i>Textile, Clothing, Footwear and Associated Industries Award 2010</i>	MA000017	Schedule H
<i>Transport (Cash in Transit) Award 2010</i>	MA000042	Schedule D
<i>Travelling Shows Award 2010</i>	MA000102	Schedule D
<i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i>	MA000089	Schedule G
<i>Waste Management Award 2010</i>	MA000043	Schedule E
<i>Water Industry Award 2010</i>	MA000113	Schedule F
<i>Wine Industry Award 2010</i>	MA000090	Schedule F
<i>Wool Storage, Sampling and Testing Award 2010</i>	MA000044	Schedule E

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PR561478
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards—Transitional provisions
(AM2014/190)

JUSTICE BOULTON, SENIOR DEPUTY PRESIDENT
DEPUTY PRESIDENT KOVACIC
COMMISSIONER BULL

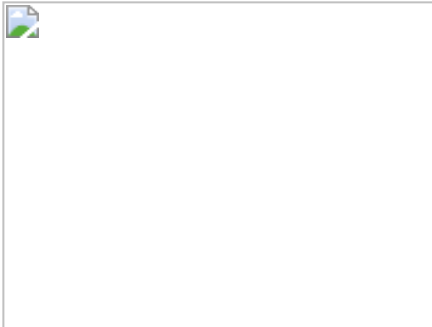
SYDNEY, 5 MARCH 2015

4 yearly review of modern awards - Common issue - Transitional provisions.

A. Further to the decisions issued on 31 October 2014 [1](#) and 11 February 2015 [2](#) it is ordered that, pursuant to section 156(2)(b)(i) of the *Fair Work Act 2009*, the awards listed in Appendix A be varied as follows:

1. By deleting the clauses appearing in Appendix A and renumbering accordingly.
2. By updating the table of contents and any cross-references wherever appearing.

B. This determination comes into effect on 5 March 2015.



SENIOR DEPUTY PRESIDENT

APPENDIX A—Transitional provisions to be deleted

Modern award	Award ID	Clauses to be deleted
<i>Aboriginal Community Controlled Health Services Award 2010</i>	MA000115	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees;

		16. District allowances; 17. Accident pay.
<i>Aged Care Award 2010</i>	MA000018	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 18. Accident pay.
<i>Air Pilots Award 2010</i>	MA000046	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 21. District allowances.
<i>Aircraft Cabin Crew Award 2010</i>	MA000047	16.6 Transitional provisions—NAPSA employees; 16.7 Transitional provisions—Division 2B State employees; 20. District allowances; 21. Accident pay.
<i>Airline Operations—Ground Staff Award 2010</i>	MA000048	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 22. District allowances; 23. Accident pay.
<i>Airport Employees Award 2010</i>	MA000049	14.5 Transitional provisions—NAPSA employees; 14.6 Transitional provisions—Division 2B State employees; 22. District allowances; 23. Accident pay.
<i>Alpine Resorts Award 2010</i>	MA000092	14.5 Transitional provisions—NAPSA

		employees; 14.6 Transitional provisions—Division 2B State employees; 18. Accident pay.
<i>Aluminium Industry Award 2010</i>	MA000060	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. Accident pay.
<i>Ambulance and Patient Transport Industry Award 2010</i> [MA000098]	MA000098	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Amusement, Events and Recreation Award 2010</i>	MA000080	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Animal Care and Veterinary Services Award 2010</i>	MA000118	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional Provision—Division 2B State employees; 17. District allowances; 18. Accident pay.
<i>Aquaculture Industry Award 2010</i>	MA000114	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees;
<i>Architects Award 2010</i>	MA000079	13.5 Transitional provisions—NAPSA employees;

		13.6 Transitional provisions—Division 2B State employees; 17. Accident pay.
<i>Asphalt Industry Award 2010</i>	MA000054	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Banking, Finance and Insurance Award 2010</i>	MA000019	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 18.3 Allowances for disabilities associated with the performance of particular tasks or work in particular conditions or locations. 19. Accident pay.
<i>Black Coal Mining Industry Award 2010</i>	MA000001	C.3 District allowances—Northern Territory C.4 District allowances—Western Australia C.5 Redundancy—NAPSA employees C.6 Redundancy—Division 2B State employees
<i>Book Industry Award 2010</i>	MA000078	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 15. Accident pay.
<i>Broadcasting and Recorded Entertainment Award 2010</i>	MA000091	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 19. District allowances;

		20. Accident pay.
<i>Building and Construction General On-site Award 2010</i>	MA000020	26. District allowances; 27. Accident pay.
<i>Business Equipment Award 2010</i>	MA000021	19.5 Transitional provisions—NAPSA employees; 19.6 Transitional provisions—Division 2B State employees; 23. District allowances; 24. Accident pay.
<i>Car Parking Award 2010</i>	MA000095	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Cement and Lime Award 2010</i>	MA000055	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. Accident pay.
<i>Cemetery Industry Award 2010</i>	MA000070	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Children's Services Award 2010</i>	MA000120	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.

<i>Cleaning Services Award 2010</i>	MA000022	14.6 Transitional provisions—NAPSA employees; 14.7 Transitional provisions—Division 2B State employees; 17.3 District allowances; 18. Accident pay.
<i>Clerks—Private Sector Award 2010</i>	MA000002	14.5 Transitional provisions—NAPSA employees; 14.6 Transitional provisions—Division 2B State employees; 19.8 District allowances; 20. Accident pay.
<i>Coal Export Terminals Award 2010</i>	MA000045	12.3 Transitional provisions—NAPSA employees; 12.4 Transitional provisions—Division 2B State employees.
<i>Commercial Sales Award 2010</i>	MA000083	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 17. District allowances; 18. Accident pay.
<i>Concrete Products Award 2010</i>	MA000056	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 17. District allowance (Western Australia); 18. Accident pay.
<i>Contract Call Centres Award 2010</i>	MA000023	17.5 Transitional provisions—NAPSA employees; 17.6 Transitional provisions—Division 2B State employees;

		20.7 District allowances; 21. Accident pay.
<i>Corrections and Detention (Private Sector) Award 2010</i>	MA000110	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances.
<i>Cotton Ginning Award 2010</i>	MA000024	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 17.7 District allowances.
<i>Dry Cleaning and Laundry Industry Award 2010</i>	MA000096	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Educational Services (Post-Secondary Education) Award 2010</i>	MA000075	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 15.2 District allowances; 16. Accident pay.
<i>Educational Services (Schools) General Staff Award 2010</i>	MA000076	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 16.2 District allowances; 17. Accident pay.
<i>Educational Services (Teachers) Award 2010</i>	MA000077	12.7 Transitional provisions—NAPSA employees;

		12.8 Transitional provisions—Division 2B State employees; 15.2 District allowances; 16. Accident pay.
<i>Electrical Power Industry Award 2010</i>	MA000088	15.5 Transitional provisions—NAPSA employees; 15.6 Transitional provisions—Division 2B State employees; 19. District allowances; 20. Accident pay.
<i>Electrical, Electronic and Communications Contracting Award 2010</i>	MA000025	15.8 Transitional provisions—NAPSA employees; 15.9 Transitional provisions—Division 2B State employees; 18. Accident pay.
<i>Fast Food Industry Award 2010</i>	MA000003	15.5 Transitional provisions—NAPSA employees; 15.6 Transitional provisions—Division 2B State employees; 20. Accident pay.
<i>Fire Fighting Industry Award 2010</i>	MA000111	18. Accident pay.
<i>Fitness Industry Award 2010</i>	MA000094	15.5 Transitional provisions—NAPSA employees; 15.6 Transitional provisions—Division 2B State employees; 19. District allowances; 20. Accident pay.
<i>Food, Beverage and Tobacco Manufacturing Award 2010</i>	MA000073	19.2 Transitional provisions—NAPSA employees; 19.3 Transitional provisions—Division 2B State employees; 26.6 District allowances;

		26.7 Accident pay.
<i>Funeral Industry Award 2010</i>	MA000105	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Gardening and Landscaping Services Award 2010</i>	MA000101	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Gas Industry Award 2010</i>	MA000061	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>General Retail Industry Award 2010</i>	MA000004	15.5 Transitional provisions—NAPSA employee; 15.6 Transitional provisions—Division 2B State employees; 21. Accident pay.
<i>Graphic Arts, Printing and Publishing Award 2010</i>	MA000026	16.5 Transitional provisions—NAPSA employees; 16.6 Transitional provisions—Division 2B State employees; 25.5 District allowances; 26. Accident pay.
<i>Hair and Beauty Industry Award 2010</i>	MA000005	15.5 Transitional provisions—NAPSA employees;

		15.6 Transitional provisions—Division 2B State employees; 23. Accident pay.
<i>Health Professionals and Support Services Award 2010</i>	MA000027	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 19. District allowances; 21. Accident pay.
<i>Higher Education Industry—General Staff—Award 2010</i>	MA000007	18.3 Accident pay.
<i>Horse and Greyhound Training Award 2010</i>	MA000008	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 15. District allowances; 16. Accident pay.
<i>Horticulture Award 2010</i>	MA000028	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 17.2 District allowances; 20. Accident pay.
<i>Hospitality Industry (General) Award 2010</i>	MA000009	17.5 Transitional provisions—NAPSA employees; 17.6 Transitional provisions—Division 2B State employees; 21.4 District allowances; 21.5 Accident pay.
<i>Hydrocarbons Field Geologists Award 2010</i>	MA000064	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees;

		16. District allowances; 17. Accident pay.
<i>Hydrocarbons Industry (Upstream) Award 2010</i>	MA000062	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 15.6 Accident pay and journey insurance; 16. District allowances.
<i>Joinery and Building Trades Award 2010</i>	MA000029	17.2 Transitional provisions—NAPSA employees; 17.3 Transitional provisions—Division 2B State employees; 17.4(c) Small employer; 24.6 District allowances; 24.7 Accident pay.
<i>Journalists Published Media Award 2010</i>	MA000067	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees;
<i>Labour Market Assistance Industry Award 2010</i>	MA000099	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 17. District allowances; 18. Accident pay.
<i>Legal Services Award 2010</i>	MA000116	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 20. District allowances; 21. Accident pay.

<i>Live Performance Award 2010</i>	MA000081	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 15. Accident pay.
<i>Local Government Industry Award 2010</i>	MA000112	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Mannequins and Models Award 2010</i>	MA000117	12.6 Transitional provisions—NAPSA employees; 12.7 Transitional provisions—Division 2B State employees; 15. District allowances; 16. Accident pay.
<i>Manufacturing and Associated Industries and Occupations Award 2010</i>	MA000010	23.2 Transitional provision—notional agreement preserving a State award; 23.3 Transitional provisions—Division 2B State employees; 23.4 Transitional provision—small employer of engine drivers in the Australian Capital Territory; 23.5(c) Small furnishing employer; 32.6 District allowances; 32.7 Accident pay.
<i>Marine Tourism and Charter Vessels Award 2010</i>	MA000093	15. District allowances; 16. Accident pay.
<i>Marine Towage Award 2010</i>	MA000050	15. District allowances; 17. Accident pay.
<i>Market and Social Research Award</i>	MA000030	13.5 Transitional provisions—NAPSA

2010		<p>employees;</p> <p>13.6 Transitional provisions—Division 2B State employees;</p> <p>17.1 District allowances;</p> <p>18. Accident pay.</p>
<i>Meat Industry Award 2010</i>	MA000059	<p>17.5 Transitional provisions—NAPSA employees;</p> <p>17.6 Transitional provisions—Division 2B State employees;</p> <p>26.8 & 26.9 District allowances;</p> <p>27. Accident pay.</p>
<i>Medical Practitioners Award 2010</i>	MA000031	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>17. District allowances;</p> <p>18. Accident pay.</p>
<i>Mining Industry Award 2010</i>	MA000011	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>14.3(b) District allowances;</p> <p>14.6 Accident pay.</p>
<i>Miscellaneous Award 2010</i>	MA000104	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>16. District allowances;</p> <p>17. Accident pay.</p>
<i>Mobile Crane Hiring Award 2010</i> [MA000032	<p>14.4 District allowances;</p> <p>14.5 Accident pay.</p>

<i>Nursery Award 2010</i>	MA000033	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 21. District allowances.
<i>Nurses Award 2010</i>	MA000034	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 17. District allowances; 19. Accident pay.
<i>Oil Refining and Manufacturing Award 2010</i>	MA000072	16. District allowances; 17. Accident pay.
<i>Passenger Vehicle Transportation Award 2010</i>	MA000063	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Pastoral Award 2010</i>	MA000035	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 18. District allowances; 21. Accident pay.
<i>Pest Control Industry Award 2010</i>	MA000097	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Pharmaceutical Industry Award 2010</i>	MA000069	14.2 Transitional provisions—NAPSA

		<p>employees;</p> <p>14.3 Transitional provisions—Division 2B State employees;</p> <p>19.9 District allowances;</p> <p>19.10 Accident pay.</p>
<i>Pharmacy Industry Award 2010</i>	MA000012	<p>15.5 Transitional provisions—NAPSA employees;</p> <p>15.6 Transitional provisions—Division 2B State employees;</p> <p>20. Accident make-up pay.</p>
<i>Plumbing and Fire Sprinklers Award 2010</i>	MA000036	<p>22. District allowances;</p> <p>23. Accident pay.</p>
<i>Port Authorities Award 2010</i>	MA000051	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>15. District allowances;</p> <p>16. Accident pay.</p>
<i>Ports, Harbours and Enclosed Water Vessels Award 2010</i>	MA000052	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>15. Accident pay.</p>
<i>Poultry Processing Award 2010</i>	MA000074	<p>15.2 Transitional provisions—NAPSA employees;</p> <p>15.3 Transitional provisions—Division 2B State employees;</p> <p>20.3 District allowances.</p>
<i>Premixed Concrete Award 2010</i>	MA000057	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p>

		16. Accident pay.
<i>Professional Diving Industry (Industrial) Award 2010</i>	MA000108	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 17. Accident pay.
<i>Professional Diving Industry (Recreational) Award 2010</i>	MA000109	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. Accident pay.
<i>Professional Employees Award 2010</i>	MA000065	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees;
<i>Quarrying Award 2010</i>	MA000037	15.5 Transitional provisions—NAPSA employees; 15.6 Transitional provisions—Division 2B State employees; 18.13 District allowances; 19. Accident pay.
<i>Racing Clubs Events Award 2010</i>	MA000013	16.5 Transitional provisions—NAPSA employees; 16.6 Transitional provisions—Division 2B State employees; 21. District allowances; 22. Accident pay.
<i>Racing Industry Ground Maintenance Award 2010</i>	MA000014	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.

<i>Rail Industry Award 2010</i>	MA000015	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Real Estate Industry Award 2010</i>	MA000106	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees;
<i>Registered and Licensed Clubs Award 2010</i>	MA000058	14.5 Transitional provisions—NAPSA employees; 14.6 Transitional provisions—Division 2B State employees; 19. District allowances; 20. Accident pay.
<i>Restaurant Industry Award 2010</i>	MA000119	17.5 Transitional provisions—NAPSA employees; 17.6 Transitional provisions—Division 2B State employees; 25. District allowances; 26. Accident pay.
<i>Road Transport (Long Distance Operations) Award 2010</i>	MA000039	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 15. District allowances; 16. Accident pay.
<i>Road Transport and Distribution Award 2010</i>	MA000038	14.5 Transitional provisions—NAPSA employees; 14.6 Transitional provisions—Division 2B State employees;

		17. District allowances; 18. Accident pay.
<i>Salt Industry Award 2010</i>	MA000107	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 16. District allowances.
<i>Seafood Processing Award 2010</i>	MA000068	14.5 Transitional provisions—NAPSA employees; 14.6 Transitional provisions—Division 2B State employees; 19.3 District allowances; 19.4 Accident pay.
<i>Security Services Industry Award 2010</i>	MA000016	12.6 Transitional provisions—NAPSA employees; 12.7 Transitional provisions—Division 2B State employees; 16. District allowances; 17. Accident pay.
<i>Silviculture Award 2010</i>	MA000040	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 22. Accident pay.
<i>Social, Community, Home Care and Disability Services Industry Award 2010</i>	MA000100	12.5 Transitional provisions—NAPSA employees; 12.6 Transitional provisions—Division 2B State employees; 12.7 Small employers; 21. District allowances; 22. Accident pay.
<i>Sporting Organisations Award 2010</i>	MA000082	15.5 Transitional provisions—NAPSA

		<p>employees;</p> <p>15.6 Transitional provisions—Division 2B State employees;</p> <p>19. District allowances.</p>
<i>State Government Agencies Administration Award 2010</i>	MA000121	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>16. District allowances;</p> <p>17. Accident pay.</p>
<i>Stevedoring Industry Award 2010</i>	MA000053	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>14.19 District allowances;</p> <p>15. Accident pay.</p>
<i>Storage Services and Wholesale Award 2010</i>	MA000084	<p>13.5 Transitional provisions—NAPSA employees;</p> <p>13.6 Transitional provisions—Division 2B State employees;</p> <p>17. District allowances;</p> <p>18. Accident pay.</p>
<i>Sugar Industry Award 2010</i>	MA000087	<p>16.7 Transitional provisions—NAPSA employees;</p> <p>16.8 Transitional provisions—Division 2B State employees;</p> <p>25. Accident pay.</p>
<i>Supported Employment Services Award 2010</i>	MA000103	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>16. District allowances;</p> <p>17. Accident pay.</p>

<i>Surveying Award 2010</i>	MA000066	13.2 Transitional provisions—NAPSA employees; 13.3 Transitional provisions—Division 2B State employees; 17. District allowances; 19. Accident pay.
<i>Telecommunications Services Award 2010</i>	MA000041	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 17.1(f) District allowances.
<i>Textile, Clothing, Footwear and Associated Industries Award 2010</i>	MA000017	19.7 Transitional provisions—NAPSA employees; 19.8 Transitional provisions—Division 2B State employees; 24.2 Accident pay; 24.3 District allowances.
<i>Timber Industry Award 2010</i>	MA000071	15.5 Transitional provisions—NAPSA employees; 15.6 Transitional provisions—Division 2B State employees; 15.7(c) Small employer; 22. District allowances; 23. Accident pay.
<i>Transport (Cash in Transit) Award 2010</i>	MA000042	13.5 Transitional provisions—NAPSA employees; 13.6 Transitional provisions—Division 2B State employees; 17. District allowances; 18. Accident pay.
<i>Travelling Shows Award 2010</i>	MA000102	12.5 Transitional provisions—NAPSA employees;

		<p>12.6 Transitional provisions—Division 2B State employees;</p> <p>16. District allowances;</p> <p>17. Accident pay.</p>
<i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i>	MA000089	<p>18.5 Transitional provisions—NAPSA employees;</p> <p>18.6 Transitional provisions—Division 2B State employees;</p> <p>20. District allowances;</p> <p>22. Accident pay.</p>
<i>Waste Management Award 2010</i>	MA000043	<p>17.5 Transitional provisions—NAPSA employees;</p> <p>17.6 Transitional provisions—Division 2B State employees;</p> <p>21. District allowances;</p> <p>22. Accident pay.</p>
<i>Water Industry Award 2010</i>	MA000113	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>20. District allowances;</p> <p>21. Accident pay.</p>
<i>Wine Industry Award 2010</i>	MA000090	<p>15.5 Transitional provisions—NAPSA employees;</p> <p>15.6 Transitional provisions—Division 2B State employees;</p> <p>24.7 District allowances;</p> <p>24.8 Accident pay.</p>
<i>Wool Storage, Sampling and Testing Award 2010</i>	MA000044	<p>12.5 Transitional provisions—NAPSA employees;</p> <p>12.6 Transitional provisions—Division 2B State employees;</p> <p>18. Accident pay.</p>

1 [\[2014\] FWCFB 7767](#).

2 [\[2015\] FWCFB 644](#).

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MA000046 PR567216
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
 s.156 - 4 yearly review of modern awards

4 yearly review of modern awards
 (AM2014/252)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

VICE PRESIDENT HATCHER

SYDNEY, 27 MAY 2015

4 yearly review of modern awards – alleged inconsistencies with NES.

A. Further to the Full Bench decisions issued on 23 December 2014 [1](#) and 8 May 2015 [2](#), the above award is varied as follows:

1. By deleting clause 27.8 and inserting the following:

27.8 Illness or injury during a period of annual leave

(a) Where a pilot would not be fit for work during annual leave because of a personal illness, or personal injury, affecting the pilot, the duration of such illness or injury may be counted as personal/carer's leave to the extent that the pilot has credited personal/carer's leave. Providing that:

(i) the pilot will advise the employer as soon as practicable after the commencement of the illness or injury; and

(ii) produces proof of illness or injury to the employer within seven days of return to duty.

(b) Every consideration will be given to granting the equivalent substitute recreation leave in the manner requested by the pilot.

B. This determination comes into force from 27 May 2015.



VICE PRESIDENT

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1 [\[2014\].FWCFB 9412.](#)

2 [\[2015\].FWCFB 3023.](#)

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MA000046 PR566856
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.157 - FWC may vary etc. modern awards if necessary to achieve modern awards objective

Expense-related Allowances 2015
 (AM2015/8)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

VICE PRESIDENT WATSON

MELBOURNE, 18 JUNE 2015

Expense-related allowances.

A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:

1. By deleting the amount “\$1687.00” appearing in clause 19.4 and inserting “\$1695.00”.
2. By deleting the amount “\$18.15” appearing in clause 19.8(b) and inserting “\$19.10”.
3. By deleting the amount “\$80.52” appearing in clause 19.8(c) and inserting “\$84.71”.
4. By deleting the amount “\$115.62” appearing in clause 19.8(d) and inserting “\$121.64”.
5. By deleting the table appearing in clause 19.8(e) and inserting the following:

	Allowance
	\$
0630–0800 hours	25.77
1200–1330 hours	28.88
1800–2000 hours	49.65
Incidentals	19.10

6. By deleting the amount “\$88.51” appearing in clause 19.8(f) and inserting “\$93.12”.
7. By deleting the amounts “\$69,491” and “\$250,166” appearing in clause 22.11(a) and inserting “\$69,807” and “\$251,305” respectively.
8. By deleting the amounts “\$694.91” and “\$416.93” appearing in clause 22.11(d) and inserting “\$698.07” and “\$418.83” respectively.
9. By deleting the amount “\$103.75” appearing in clause C.4.2 and inserting “\$109.15”.
10. By deleting the amount “\$88.51” appearing in clause C.4.3 and inserting “\$93.12”.
11. By deleting the table appearing in clause C.4.4 and inserting the following:

Australia and dependencies	\$19.10
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Elsewhere	\$42.03
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12. By deleting the table appearing in clause C.4.5(a) and inserting the following:

Breakfast	\$25.77
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Lunch	\$28.88
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Dinner	\$49.65
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13. By deleting the amount “\$115.62” appearing in clause C.4.6 and inserting “\$121.64”.

14. By deleting the amount “\$27.90” appearing in clause E.4.2(c) and inserting “\$29.35”.

15. By deleting the table appearing in clause E.5.6(b)(ii) and inserting the following:

Breakfast	\$25.77
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Lunch	\$28.88
-------	---------

Dinner	\$49.65
--------	---------

16. By deleting the amount “\$19.27” appearing in clause E.5.6(c) and inserting “\$19.67”.

17. By deleting the amount “\$19.27” appearing in clause E.5.6(d) and inserting “\$19.67”.

18. By deleting the amount “\$20.77” appearing in clause E.5.6(f) and inserting “\$21.85”.

19. By deleting the amount "\$29.04" appearing in clause E.6.4(c) and inserting "\$30.55".

20. By deleting the amounts "\$4.78" and "\$1.71" appearing in clause E.6.6(c)(i) and inserting "\$5.03" and "\$1.80" respectively.

B. This determination comes into operation from 1 July 2015. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2015.

VICE PRESIDENT

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MA000046 PR566718
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
s.285—Annual wage review

Annual Wage Review 2014–15
(C2015/1)

AIR PILOTS AWARD 2010
[[MA000046](#)]

Airline operations

JUSTICE ROSS, PRESIDENT
SENIOR DEPUTY PRESIDENT WATSON
SENIOR DEPUTY PRESIDENT HARRISON
COMMISSIONER HAMPTON
MR COLE
PROFESSOR RICHARDSON
MR GIBBS

MELBOURNE, 18 JUNE 2015

Annual Wage Review 2014–15.

A. Further to the decision issued by the Expert Panel in the Annual Wage Review 2014–15 on 2 June 2015 [[\[2015\] FWCFB 3500](#)], the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	39,791	34,160
Single engine 1360 kg – 3359 kg	41,482	34,160
Single engine 3360 kg & above	48,176	37,606
Multi engine UTBNI 3360 kg	46,331	36,144

Multi engine 3360 kg UTBNI 5660 kg	48,176	37,606
Multi engine 5660 kg UTBNI 8500 kg	50,812	39,219
Multi engine 8500 kg UTBNI 12000 kg	54,660	41,654
Multi engine 12000 kg UTBNI 15000 kg	58,750	44,354
Multi engine 15000 kg UTBNI 19000 kg	64,022	47,578
Multi engine 19000 kg & above - unless otherwise listed	68,497	50,133
Dash 8 100-15650 kg MTOW	64,022	47,578
Dash 8 200-16466 kg MTOW	64,022	47,578
Dash 8 300-19505 kg MTOW	64,022	47,578
Dash 8 400-28998 kg MTOW	68,393	50,133

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
	Captain	First Officer	Second Officer
			\$
Fokker 28	110,086	72,972	
CRJ-50	110,086	72,972	
BAe-146	119,178	78,700	
Fokker 100B	119,178	78,700	
Boeing 717	119,178	78,700	
Narrow body aircraft	124,941	82,285	

Wide body aircraft–single deck	143,448	94,394	57,260
Wide body aircraft–double deck	161,955	106,503	64,526

3. By deleting the table appearing in clause C.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
<i>Group 1</i>		
Cessna 206	45,320	
Cessna 207	45,320	
Cessna 210	45,320	
<i>Group 2</i>		
Aero Commander 500	50,217	
Beechcraf 55	50,217	
Beecherall 58	50,217	
Britten Norman BN2	50,217	
Cessna 310	50,217	
Cessna 337	50,217	
Cessna 402	50,217	
Cessna 414	50,217	
Partenavia P68	50,217	
Piper PA23	50,217	

Piper PA30	50,217
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Piper PA31	50,217
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Piper PA34	50,217
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Piper PA60 Aerostar	50,217
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Group 3

Beechcrall 65	51,924
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Cessna 404	51,924
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Cessna 421	51,924
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Group 4

Cessna 441	55,606
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Nomad N22	55,606
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Nomad N24	55,606
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Group 5

Beechcraft 200	63,072	45,673
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Swearingen 226	63,072	45,673
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Swearingen 227	63,072	45,673
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De Havilland 6-100	63,072	45,673
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De Havilland 6-200	63,072	45,673
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De Havilland 6-300	63,072	45,673
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Casa 212	63,072	45,673
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Embraer 110	63,072	45,673
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Group 6

Jetstream 31	64,780	46,236
Beach 1900	64,780	46,236
Metro 23	64,780	46,236

Group 7

Cessna 550	67,355	46,986
McDonnell Douglas	67,355	46,986
DC3	67,355	46,986
Shorts SD-330	67,355	46,986
Shorts SD-360	67,355	46,986
Mohawk	67,355	46,986

Group 8

Saab-Fairchild	71,904	49,279
340 A	71,904	49,279

Group 9

De Havilland	77,624	52,204
Dash 8-102, 200 and 300	77,624	52,204
Dash 8-400	82,948	55,751

4. By deleting the table appearing in clause D.9.1 and inserting the following:

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
0–1000	656.90

1001–2000	678.30
2001–3000	706.30
Over 3000	763.10

5. By deleting the amount “\$200.71” appearing in clause D.9.2 and inserting “\$205.73”.

6. By deleting the table appearing in clause E.5.1 and inserting the following:

Minimum salary per annum

\$

Single engine

1st year of service	49,194
2nd year of service	50,346
3rd year of service	51,449
4th year of service	52,532
5th year of service	53,685
6th year of service	54,836
7th year of service	55,990
8th year of service	57,143
9th year of service	58,294

Twin 0–9000 lbs

1st year of service	52,532
2nd year of service	53,685
3rd year of service	54,836

4th year of service	55,990
5th year of service	57,143
6th year of service	58,294
7th year of service	59,447
8th year of service	60,600
9th year of service	61,752
<i>Twin over 9000 lbs</i>	
1st year of service	54,836
2nd year of service	55,990
3rd year of service	57,143
4th year of service	58,294
5th year of service	59,447
6th year of service	60,600
7th year of service	61,752
8th year of service	62,776
9th year of service	64,057

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command	Minimum salary per annum
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\$

UTBNI 9000 lbs

1st year of service	51,379
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2nd year of service	52,532
3rd year of service	53,685
4th year of service	54,836
5th year of service	55,990
6th year of service	57,143
7th year of service	58,294
8th year of service	59,447
9th year of service	60,600
10th year of service	61,752
11th year of service	62,904
12th year of service	64,057
13th year of service	65,209
14th year of service	66,363
15th year of service	67,516

All other operations command

1st year of service	57,143
2nd year of service	58,294
3rd year of service	59,447
4th year of service	60,600
5th year of service	61,752
6th year of service	62,904

7th year of service	64,057
8th year of service	65,209
9th year of service	66,363
10th year of service	67,516
11th year of service	68,667
12th year of service	69,820
13th year of service	70,973
14th year of service	72,124
15th year of service	73,277

B. This determination comes into operation from 1 July 2015. In accordance with s.166(5) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2015.

SENIOR DEPUTY PRESIDENT

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PR573679
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
s.156—4 yearly review of modern awards

Part-day public holidays
(AM2014/301)

VICE PRESIDENT HATCHER
VICE PRESIDENT WATSON
DEPUTY PRESIDENT KOVACIC
COMMISSIONER HAMPTON
COMMISSIONER JOHNS

SYDNEY, 16 NOVEMBER 2015

Part-day public holidays variation.

A. Further to the decisions issued on 21 December 2012 [[\[2012\] FWAFB 10738](#)], 13 November 2013 [[\[2013\] FWCFB 8938](#)], 12 November 2014 [[\[2014\] FWCFB 7830](#)] and the statement published on 15 May 2015 [[\[2015\] FWC 3317](#)] it is ordered that the awards listed in Appendix A be varied as follows:

1. By deleting the words “2014 Part-day public holidays” appearing in the schedule heading and inserting “2015 Part-day public holidays”.
2. By deleting the words “December 2014” wherever they appear in the schedules listed in Appendix A and inserting “December 2015”.
3. By updating the table of contents accordingly.

B. This determination comes into operation from 16 November 2015. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 16 November 2015.



VICE PRESIDENT

Appendix A—Awards to be varied for part-day public holidays

Award title	Award ID	Schedule to be varied
477		

<i>Aboriginal Community Controlled Health Services Award 2010</i>	MA000115	Schedule E
<i>Aged Care Award 2010</i>	MA000018	Schedule E
<i>Air Pilots Award 2010</i>	MA000046	Schedule F
<i>Aircraft Cabin Crew Award 2010</i>	MA000047	Schedule E
<i>Airline Operations—Ground Staff Award 2010</i>	MA000048	Schedule F
<i>Airport Employees Award 2010</i>	MA000049	Schedule F
<i>Ambulance and Patient Transport Industry Award 2010</i>	MA000098	Schedule C
<i>Amusement, Events and Recreation Award 2010</i>	MA000080	Schedule F
<i>Animal Care and Veterinary Services Award 2010</i>	MA000118	Schedule E
<i>Aquaculture Industry Award 2010</i>	MA000114	Schedule F
<i>Architects Award 2010</i>	MA000079	Schedule C
<i>Asphalt Industry Award 2010</i>	MA000054	Schedule E
<i>Banking, Finance and Insurance Award 2010</i>	MA000019	Schedule F
<i>Book Industry Award 2010</i>	MA000078	Schedule B
<i>Broadcasting and Recorded Entertainment Award 2010</i>	MA000091	Schedule K
<i>Building and Construction General On-site Award 2010</i>	MA000020	Schedule E
<i>Business Equipment Award 2010</i>	MA000021	Schedule F
<i>Car Parking Award 2010</i>	MA000095	Schedule E

<i>Cement and Lime Award 2010</i>	MA000055	Schedule F
<i>Cemetery Industry Award 2010</i>	MA000070	Schedule F
<i>Children's Services Award 2010</i>	MA000120	Schedule E
<i>Cleaning Services Award 2010</i>	MA000022	Schedule H
<i>Clerks—Private Sector Award 2010</i>	MA000002	Schedule E
<i>Commercial Sales Award 2010</i>	MA000083	Schedule D
<i>Concrete Products Award 2010</i>	MA000056	Schedule E
<i>Contract Call Centre Award 2010</i>	MA000023	Schedule E
<i>Corrections and Detention (Private Sector) Award 2010</i>	MA000110	Schedule F
<i>Dredging Industry Award 2010</i>	MA000085	Schedule B
<i>Dry Cleaning and Laundry Industry Award 2010</i>	MA000096	Schedule G
<i>Educational Services (Post-Secondary Education) Award 2010</i>	MA000075	Schedule G
<i>Educational Services (Schools) General Staff Award 2010</i>	MA000076	Schedule F
<i>Educational Services (Teachers) Award 2010</i>	MA000077	Schedule C
<i>Electrical, Electronic and Communications Contracting Award 2010</i>	MA000025	Schedule F
<i>Electrical Power Industry Award 2010</i>	MA000088	Schedule F
<i>Fast Food Industry 2010</i>	MA000003	Schedule E
<i>Fire Fighting Industry Award 2010</i>	MA000111	Schedule C
<i>Fitness Industry Award 2010</i>	MA000094	Schedule E

<i>Food, Beverage and Tobacco Manufacturing Award 2010</i>	MA000073	Schedule F
<i>Funeral Industry Award 2010</i>	MA000105	Schedule F
<i>Gardening and Landscaping Services Award 2010</i>	MA000101	Schedule F
<i>Gas Industry Award 2010</i>	MA000061	Schedule F
<i>General Retail Industry Award 2010</i>	MA000004	Schedule F
<i>Graphic Arts, Printing and Publishing Award 2010</i>	MA000026	Schedule G
<i>Hair and Beauty Industry Award 2010</i>	MA000005	Schedule F
<i>Health Professionals and Support Services Award 2010</i>	MA000027	Schedule F
<i>Higher Education Industry—Academic Staff—Award 2010</i>	MA000006	Schedule B
<i>Higher Education Industry—General Staff—Award 2010</i>	MA000007	Schedule H
<i>Horse and Greyhound Training Award 2010</i>	MA000008	Schedule D
<i>Horticulture Award 2010</i>	MA000028	Schedule E
<i>Hospitality Industry (General) Award 2010</i>	MA000009	Schedule H
<i>Hydrocarbons Field Geologists Award 2010</i>	MA000064	Schedule D
<i>Hydrocarbons Industry (Upstream) Award 2010</i>	MA000062	Schedule F
<i>Joinery and Building Trades Award 2010</i>	MA000029	Schedule F
<i>Journalists Published Media Award 2010</i>	MA000067	Schedule C
<i>Labour Market Assistance Industry Award 2010</i>	MA000099	Schedule E

<i>Legal Services Award 2010</i>	MA000116	Schedule E
<i>Live Performance Award 2010</i>	MA000081	Schedule F
<i>Local Government Industry Award 2010</i>	MA000112	Schedule F
<i>Mannequins and Models Award 2010</i>	MA000117	Schedule C
<i>Manufacturing and Associated Industries and Occupations Award 2010</i>	MA000010	Schedule F
<i>Marine Tourism and Charter Vessels Award 2010</i>	MA000093	Schedule E
<i>Marine Towage Award 2010</i>	MA000050	Schedule B
<i>Maritime Offshore Oil and Gas Award 2010</i>	MA000086	Schedule C
<i>Market and Social Research Award 2010</i>	MA000030	Schedule E
<i>Meat Industry Award 2010</i>	MA000059	Schedule F
<i>Medical Practitioners Award 2010</i>	MA000031	Schedule B
<i>Mining Industry Award 2010</i>	MA000011	Schedule F
<i>Miscellaneous Award 2010</i>	MA000104	Schedule F
<i>Mobile Crane Hiring Award 2010</i>	MA000032	Schedule E
<i>Nursery Award 2010</i>	MA000033	Schedule E
<i>Nurses Award 2010</i>	MA000034	Schedule C
<i>Oil Refining and Manufacturing Award 2010</i>	MA000072	Schedule F
<i>Passenger Vehicle Transportation Award 2010</i>	MA000063	Schedule E
<i>Pastoral Award 2010</i>	MA000035	Schedule D

<i>Pest Control Industry Award 2010</i>	MA000097	Schedule E
<i>Pharmaceutical Industry Award 2010</i>	MA000069	Schedule E
<i>Pharmacy Industry Award 2010</i>	MA000012	Schedule E
<i>Plumbing and Fire Sprinklers Award 2010</i>	MA000036	Schedule F
<i>Ports, Harbours and Enclosed Water Vessels Award 2010</i>	MA000052	Schedule B
<i>Poultry Processing Award 2010</i>	MA000074	Schedule E
<i>Premixed Concrete Award 2010</i>	MA000057	Schedule E
<i>Professional Diving Industry (Industrial) Award 2010</i>	MA000108	Schedule C
<i>Professional Diving Industry (Recreational) Award 2010</i>	MA000109	Schedule C
<i>Quarrying Award 2010</i>	MA000037	Schedule F
<i>Racing Clubs Events Award 2010</i>	MA000013	Schedule E
<i>Racing Industry Ground Maintenance Award 2010</i>	MA000014	Schedule E
<i>Real Estate Industry Award 2010</i>	MA000106	Schedule F
<i>Registered and Licensed Clubs Award 2010</i>	MA000058	Schedule G
<i>Restaurant Industry Award 2010</i>	MA000119	Schedule F
<i>Road Transport and Distribution Award 2010</i>	MA000038	Schedule F
<i>Road Transport (Long Distance Operations) Award 2010</i>	MA000039	Schedule D
<i>Salt Industry Award 2010</i>	MA000107	Schedule F

<i>Seafood Processing Award 2010</i>	MA000068	Schedule E
<i>Seagoing Industry Award 2010</i>	MA000122	Schedule C
<i>Security Services Industry Award 2010</i>	MA000016	Schedule E
<i>Silviculture Award 2010</i>	MA000040	Schedule D
<i>Social, Community, Home Care and Disability Services Industry Award 2010</i>	MA000100	Schedule H
<i>Sporting Organisations Award 2010</i>	MA000082	Schedule E
<i>State Government Agencies Award 2010</i>	MA000121	Schedule E
<i>Stevedoring Industry Award 2010</i>	MA000053	Schedule F
<i>Storage Services and Wholesale Award 2010</i>	MA000084	Schedule E
<i>Supported Employment Services Award 2010</i>	MA000103	Schedule E
<i>Surveying Award 2010</i>	MA000066	Schedule E
<i>Telecommunications Services Award 2010</i>	MA000041	Schedule F
<i>Textile, Clothing, Footwear and Associated Industries Award 2010</i>	MA000017	Schedule H
<i>Timber Industry Award 2010</i>	MA000071	Schedule I
<i>Transport (Cash in Transit) Award 2010</i>	MA000042	Schedule D
<i>Travelling Shows Award 2010</i>	MA000102	Schedule D
<i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i>	MA000089	Schedule G
<i>Victorian Local Government Award 2015</i>	MA000132	Schedule E
<i>Waste Management Award 2010</i>	MA000043	Schedule E

<i>Water Industry Award 2010</i>	MA000113	Schedule F
<i>Wine Industry Award 2010</i>	MA000090	Schedule F
<i>Wool Storage, Sampling and Testing Award 2010</i>	MA000044	Schedule E

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PR580863
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
s.156—4 yearly review of modern awards

Part-day public holidays
(AM2014/301)

JUSTICE ROSS, PRESIDENT
VICE PRESIDENT HATCHER
VICE PRESIDENT WATSON
COMMISSIONER HAMPTON
COMMISSIONER JOHNS

MELBOURNE, 31 MAY 2016

Part-day public holidays variation.

A. Further to the decisions issued on 21 December 2012 [[\[2012\] FWAFB 10738](#)], 13 November 2013 [[\[2013\] FWCFB 8938](#)], 12 November 2014 [[\[2014\] FWCFB 7830](#)] and the statements published on 15 May 2015 [[\[2015\] FWC 3317](#)], 21 October 2015 [[\[2015\] FWC 7248](#)], and 23 October 2015 [[\[2015\] FWCFB 7262 1](#)], it is ordered that the awards listed in Appendix A be varied as follows:

1. By deleting the words “2015 Part-day public holidays” appearing in the schedule heading and inserting “2016 Part-day public holidays”.
2. By deleting the words “December 2015” wherever they appear in the schedules listed in Appendix A and inserting “December 2016”.
3. By updating the table of contents accordingly.

B. This determination comes into operation from 31 May 2016. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 31 May 2016.

PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code C>

Appendix A—Awards to be varied for part-day public holidays

Award title	Award ID	Schedule to be varied
<i>Aboriginal Community Controlled Health Services Award 2010</i>	MA000115	Schedule E

<i>Aged Care Award 2010</i>	MA000018	Schedule E
<i>Air Pilots Award 2010</i>	MA000046	Schedule F
<i>Aircraft Cabin Crew Award 2010</i>	MA000047	Schedule E
<i>Airline Operations—Ground Staff Award 2010</i>	MA000048	Schedule F
<i>Airport Employees Award 2010</i>	MA000049	Schedule F
<i>Ambulance and Patient Transport Industry Award 2010</i>	MA000098	Schedule C
<i>Amusement, Events and Recreation Award 2010</i>	MA000080	Schedule F
<i>Animal Care and Veterinary Services Award 2010</i>	MA000118	Schedule E
<i>Aquaculture Industry Award 2010</i>	MA000114	Schedule F
<i>Architects Award 2010</i>	MA000079	Schedule C
<i>Asphalt Industry Award 2010</i>	MA000054	Schedule E
<i>Banking, Finance and Insurance Award 2010</i>	MA000019	Schedule F
<i>Book Industry Award 2010</i>	MA000078	Schedule B
<i>Broadcasting and Recorded Entertainment Award 2010</i>	MA000091	Schedule K
<i>Building and Construction General On-site Award 2010</i>	MA000020	Schedule E
<i>Business Equipment Award 2010</i>	MA000021	Schedule F
<i>Car Parking Award 2010</i>	MA000095	Schedule E
<i>Cement and Lime Award 2010</i>	MA000055	Schedule F
<i>Cemetery Industry Award 2010</i>	MA000070	Schedule F

<i>Children's Services Award 2010</i>	MA000120	Schedule E
<i>Cleaning Services Award 2010</i>	MA000022	Schedule H
<i>Clerks—Private Sector Award 2010</i>	MA000002	Schedule E
<i>Commercial Sales Award 2010</i>	MA000083	Schedule D
<i>Concrete Products Award 2010</i>	MA000056	Schedule E
<i>Contract Call Centre Award 2010</i>	MA000023	Schedule E
<i>Corrections and Detention (Private Sector) Award 2010</i>	MA000110	Schedule F
<i>Dredging Industry Award 2010</i>	MA000085	Schedule B
<i>Dry Cleaning and Laundry Industry Award 2010</i>	MA000096	Schedule G
<i>Educational Services (Post-Secondary Education) Award 2010</i>	MA000075	Schedule G
<i>Educational Services (Schools) General Staff Award 2010</i>	MA000076	Schedule F
<i>Educational Services (Teachers) Award 2010</i>	MA000077	Schedule C
<i>Electrical, Electronic and Communications Contracting Award 2010</i>	MA000025	Schedule F
<i>Electrical Power Industry Award 2010</i>	MA000088	Schedule F
<i>Fast Food Industry 2010</i>	MA000003	Schedule E
<i>Fire Fighting Industry Award 2010</i>	MA000111	Schedule C
<i>Fitness Industry Award 2010</i>	MA000094	Schedule E
<i>Food, Beverage and Tobacco Manufacturing Award 2010</i>	MA000073	Schedule F

<i>Funeral Industry Award 2010</i>	MA000105	Schedule F
<i>Gardening and Landscaping Services Award 2010</i>	MA000101	Schedule F
<i>Gas Industry Award 2010</i>	MA000061	Schedule F
<i>General Retail Industry Award 2010</i>	MA000004	Schedule F
<i>Graphic Arts, Printing and Publishing Award 2010</i>	MA000026	Schedule G
<i>Hair and Beauty Industry Award 2010</i>	MA000005	Schedule F
<i>Health Professionals and Support Services Award 2010</i>	MA000027	Schedule F
<i>Higher Education Industry—Academic Staff—Award 2010</i>	MA000006	Schedule B
<i>Higher Education Industry—General Staff—Award 2010</i>	MA000007	Schedule H
<i>Horse and Greyhound Training Award 2010</i>	MA000008	Schedule D
<i>Horticulture Award 2010</i>	MA000028	Schedule E
<i>Hospitality Industry (General) Award 2010</i>	MA000009	Schedule H
<i>Hydrocarbons Field Geologists Award 2010</i>	MA000064	Schedule D
<i>Hydrocarbons Industry (Upstream) Award 2010</i>	MA000062	Schedule F
<i>Joinery and Building Trades Award 2010</i>	MA000029	Schedule F
<i>Journalists Published Media Award 2010</i>	MA000067	Schedule C
<i>Labour Market Assistance Industry Award 2010</i>	MA000099	Schedule E
<i>Legal Services Award 2010</i>	MA000116	Schedule E
<i>Live Performance Award 2010</i>	MA000081	Schedule F

<i>Local Government Industry Award 2010</i>	MA000112	Schedule F
<i>Mannequins and Models Award 2010</i>	MA000117	Schedule C
<i>Manufacturing and Associated Industries and Occupations Award 2010</i>	MA000010	Schedule F
<i>Marine Tourism and Charter Vessels Award 2010</i>	MA000093	Schedule E
<i>Marine Towage Award 2010</i>	MA000050	Schedule B
<i>Maritime Offshore Oil and Gas Award 2010</i>	MA000086	Schedule C
<i>Market and Social Research Award 2010</i>	MA000030	Schedule E
<i>Meat Industry Award 2010</i>	MA000059	Schedule F
<i>Medical Practitioners Award 2010</i>	MA000031	Schedule B
<i>Mining Industry Award 2010</i>	MA000011	Schedule F
<i>Miscellaneous Award 2010</i>	MA000104	Schedule F
<i>Mobile Crane Hiring Award 2010</i>	MA000032	Schedule E
<i>Nursery Award 2010</i>	MA000033	Schedule E
<i>Nurses Award 2010</i>	MA000034	Schedule C
<i>Oil Refining and Manufacturing Award 2010</i>	MA000072	Schedule F
<i>Passenger Vehicle Transportation Award 2010</i>	MA000063	Schedule E
<i>Pastoral Award 2010</i>	MA000035	Schedule D
<i>Pest Control Industry Award 2010</i>	MA000097	Schedule E

<i>Pharmaceutical Industry Award 2010</i>	MA000069	Schedule E
<i>Pharmacy Industry Award 2010</i>	MA000012	Schedule E
<i>Plumbing and Fire Sprinklers Award 2010</i>	MA000036	Schedule F
<i>Ports, Harbours and Enclosed Water Vessels Award 2010</i>	MA000052	Schedule B
<i>Poultry Processing Award 2010</i>	MA000074	Schedule E
<i>Premixed Concrete Award 2010</i>	MA000057	Schedule E
<i>Professional Diving Industry (Industrial) Award 2010</i>	MA000108	Schedule C
<i>Professional Diving Industry (Recreational) Award 2010</i>	MA000109	Schedule C
<i>Quarrying Award 2010</i>	MA000037	Schedule F
<i>Racing Clubs Events Award 2010</i>	MA000013	Schedule E
<i>Racing Industry Ground Maintenance Award 2010</i>	MA000014	Schedule E
<i>Real Estate Industry Award 2010</i>	MA000106	Schedule F
<i>Registered and Licensed Clubs Award 2010</i>	MA000058	Schedule G
<i>Restaurant Industry Award 2010</i>	MA000119	Schedule F
<i>Road Transport and Distribution Award 2010</i>	MA000038	Schedule F
<i>Road Transport (Long Distance Operations) Award 2010</i>	MA000039	Schedule D
<i>Salt Industry Award 2010</i>	MA000107	Schedule F
<i>Seafood Processing Award 2010</i>	MA000068	Schedule E
<i>Seagoing Industry Award 2010</i>	MA000122	Schedule C

<i>Security Services Industry Award 2010</i>	MA000016	Schedule E
<i>Silviculture Award 2010</i>	MA000040	Schedule D
<i>Social, Community, Home Care and Disability Services Industry Award 2010</i>	MA000100	Schedule H
<i>Sporting Organisations Award 2010</i>	MA000082	Schedule E
<i>State Government Agencies Award 2010</i>	MA000121	Schedule E
<i>Stevedoring Industry Award 2010</i>	MA000053	Schedule F
<i>Storage Services and Wholesale Award 2010</i>	MA000084	Schedule E
<i>Supported Employment Services Award 2010</i>	MA000103	Schedule E
<i>Surveying Award 2010</i>	MA000066	Schedule E
<i>Telecommunications Services Award 2010</i>	MA000041	Schedule F
<i>Textile, Clothing, Footwear and Associated Industries Award 2010</i>	MA000017	Schedule H
<i>Timber Industry Award 2010</i>	MA000071	Schedule I
<i>Transport (Cash in Transit) Award 2010</i>	MA000042	Schedule D
<i>Travelling Shows Award 2010</i>	MA000102	Schedule D
<i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i>	MA000089	Schedule G
<i>Victorian Local Government Award 2015</i>	MA000132	Schedule E
<i>Waste Management Award 2010</i>	MA000043	Schedule E
<i>Water Industry Award 2010</i>	MA000113	Schedule F

<i>Wine Industry Award 2010</i>	MA000090	Schedule F
<i>Wool Storage, Sampling and Testing Award 2010</i>	MA000044	Schedule E

1 See also Statement of 27 April 2016, [\[2016\]FWCFB 2508](#)

MA000046 PR579551
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
 s.157—variation of modern award

Expense-related Allowances 2016
 (AM2016/9)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

VICE PRESIDENT WATSON

MELBOURNE, 17 JUNE 2016

Expense-related allowances.

A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:

1. By deleting the amount “\$1695.00” appearing in clause 19.4 and inserting “\$1783.00”.
2. By deleting the table appearing in clause 19.8(e) and inserting the following:

	Allowance
	\$
0630–0800 hours	26.35
1200–1330 hours	29.52
1800–2000 hours	50.76
Incidentals	19.10

3. By deleting the amounts “\$69,807.00” and “\$251,305.00” appearing in clause 22.11(a) and inserting “\$73,414.00” and “\$264,292.00” respectively.

4. By deleting the amounts “\$698.07” and “\$418.83” appearing in clause 22.11(d) and inserting “\$734.14” and “\$440.47” respectively.

5. By deleting the table appearing in clause C.4.5(a) and inserting the following:

Breakfast	\$26.35
-----------	---------

Lunch	\$29.52
-------	---------

Dinner	\$50.76
--------	---------

6. By deleting the table appearing in clause E.5.6(b)(ii) and inserting the following:

Breakfast	\$26.35
-----------	---------

Lunch	\$29.52
-------	---------

Dinner	\$50.76
--------	---------

7. By deleting the amount “\$19.67” appearing in clause E.5.6(c) and inserting “\$20.11”.

8. By deleting the amount “\$19.67” appearing in clause E.5.6(d) and inserting “\$20.11”.

B. This determination comes into operation from 1 July 2016. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2016.



VICE PRESIDENT

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MA000046 PR579813
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
 s.285—Annual wage review

Annual Wage Review 2015–16
 (C2016/1)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

JUSTICE ROSS, PRESIDENT
 SENIOR DEPUTY PRESIDENT WATSON
 DEPUTY PRESIDENT ASBURY
 COMMISSIONER HAMPTON
 MR COLE
 PROFESSOR RICHARDSON
 MR GIBBS

MELBOURNE, 21 JUNE 2016

Annual Wage Review 2015–16.

A. Further to the decision issued by the Expert Panel in the Annual Wage Review 2015–16 on 31 May 2016 [\[\[2016\] FWCFB 3500\]](#), the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	40,746	34,981
Single engine 1360 kg – 3359 kg	42,478	34,981
Single engine 3360 kg & above	49,332	38,509
Multi engine UTBNI 3360 kg	47,443	37,011

Multi engine 3360 kg UTBNI 5660 kg	49,332	38,509
Multi engine 5660 kg UTBNI 8500 kg	52,031	40,160
Multi engine 8500 kg UTBNI 12000 kg	55,972	42,654
Multi engine 12000 kg UTBNI 15000 kg	60,160	45,418
Multi engine 15000 kg UTBNI 19000 kg	65,559	48,720
Multi engine 19000 kg & above - unless otherwise listed	70,141	51,336
Dash 8 100-15650 kg MTOW	65,559	48,720
Dash 8 200-16466 kg MTOW	65,559	48,720
Dash 8 300-19505 kg MTOW	65,559	48,720
Dash 8 400-28998 kg MTOW	70,034	51,336

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
	Captain	First Officer	Second Officer
			\$
Fokker 28	112,728	74,723	
CRJ-50	112,728	74,723	
BAe-146	122,038	80,589	
Fokker 100B	122,038	80,589	
Boeing 717	122,038	80,589	
Narrow body aircraft	127,940	84,260	

Wide body aircraft–single deck	146,891	96,659	58,634
Wide body aircraft–double deck	165,842	109,059	66,075

3. By deleting the table appearing in clause C.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
<i>Group 1</i>		
Cessna 206	46,408	
Cessna 207	46,408	
Cessna 210	46,408	
<i>Group 2</i>		
Aero Commander 500	51,422	
Beechcraf 55	51,422	
Beecherall 58	51,422	
Britten Norman BN2	51,422	
Cessna 310	51,422	
Cessna 337	51,422	
Cessna 402	51,422	
Cessna 414	51,422	
Partenavia P68	51,422	
Piper PA23	51,422	

Piper PA30	51,422
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Piper PA31	51,422
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Piper PA34	51,422
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Piper PA60 Aerostar	51,422
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Group 3

Beechcrall 65	53,170
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Cessna 404	53,170
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Cessna 421	53,170
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Group 4

Cessna 441	56,941
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Nomad N22	56,941
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Nomad N24	56,941
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Group 5

Beechcraft 200	64,586	46,769
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Swearingen 226	64,586	46,769
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Swearingen 227	64,586	46,769
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De Havilland 6-100	64,586	46,769
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De Havilland 6-200	64,586	46,769
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De Havilland 6-300	64,586	46,769
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Casa 212	64,586	46,769
----------	--------	--------

Embraer 110	64,586	46,769
-------------	--------	--------

Group 6

Jetstream 31	66,335	47,346
Beach 1900	66,335	47,346
Metro 23	66,335	47,346

Group 7

Cessna 550	68,972	48,114
McDonnell Douglas	68,972	48,114
DC3	68,972	48,114
Shorts SD-330	68,972	48,114
Shorts SD-360	68,972	48,114
Mohawk	68,972	48,114

Group 8

Saab-Fairchild	73,630	50,462
340 A	73,630	50,462

Group 9

De Havilland	79,487	53,457
Dash 8-102, 200 and 300	79,487	53,457
Dash 8-400	84,939	57,089

4. By deleting the table appearing in clause D.9.1 and inserting the following:

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
0–1000	672.70

1001–2000	694.60
2001–3000	723.30
Over 3000	781.40

5. By deleting the amount “\$205.73” appearing in clause D.9.2 and inserting “\$210.67”.

6. By deleting the table appearing in clause E.5.1 and inserting the following:

Minimum salary per annum

\$

Single engine

1st year of service	50,375
2nd year of service	51,554
3rd year of service	52,684
4th year of service	53,793
5th year of service	54,973
6th year of service	56,152
7th year of service	57,334
8th year of service	58,514
9th year of service	59,693

Twin 0–9000 lbs

1st year of service	53,793
2nd year of service	54,973
3rd year of service	56,152

4th year of service	57,334
5th year of service	58,514
6th year of service	59,693
7th year of service	60,874
8th year of service	62,054
9th year of service	63,234
<i>Twin over 9000 lbs</i>	
1st year of service	56,152
2nd year of service	57,334
3rd year of service	58,514
4th year of service	59,693
5th year of service	60,874
6th year of service	62,054
7th year of service	63,234
8th year of service	64,283
9th year of service	65,594

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command	Minimum salary per annum
------------------------------	---------------------------------

\$

UTBNI 9000 lbs

1st year of service	52,612
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2nd year of service	53,793
3rd year of service	54,973
4th year of service	56,152
5th year of service	57,334
6th year of service	58,514
7th year of service	59,693
8th year of service	60,874
9th year of service	62,054
10th year of service	63,234
11th year of service	64,414
12th year of service	65,594
13th year of service	66,774
14th year of service	67,956
15th year of service	69,136

All other operations command

1st year of service	58,514
2nd year of service	59,693
3rd year of service	60,874
4th year of service	62,054
5th year of service	63,234
6th year of service	64,414

7th year of service	65,594
8th year of service	66,774
9th year of service	67,956
10th year of service	69,136
11th year of service	70,315
12th year of service	71,496
13th year of service	72,676
14th year of service	73,855
15th year of service	75,036

B. This determination comes into operation from 1 July 2016. In accordance with s.166(5) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2016.

PRESIDENT

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MA000046 PR582953
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.156 - 4 yearly review of modern awards

4 yearly review of modern awards—Annual leave
 (AM2014/47)

AIR PILOTS AWARD 2010

[[MA000046](#)]

Airline operations

JUSTICE ROSS, PRESIDENT
 DEPUTY PRESIDENT KOVACIC
 COMMISSIONER HAMPTON

MELBOURNE, 29 JULY 2016

4 yearly review of modern awards - annual leave common issue.

A. Further to the Full Bench decision issued by the Fair Work Commission on 24 June 2016 [1](#), the above award is varied as follows:

1. By renumbering clauses 27.7 and 27.8 as 27.8 and 27.9 respectively.
2. By inserting a new clause 27.7 as follows:

27.7 Electronic funds transfer (EFT) payment of annual leave

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

3. By inserting clause 27.10 as follows:

27.10 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 the leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

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

(c) The employer must keep a copy of any agreement under clause 27.10 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.10, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

4. By inserting clause 27.11 as follows:

27.11 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.11.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 27.11.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 27.11 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement under clause 27.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The employer must keep a copy of any agreement under clause 27.11 as an employee record.

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

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

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

5. By inserting Schedule G—Agreement to Take Annual Leave in Advance as follows:

Schedule G—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 ____

6. By inserting Schedule H—Agreement to Cash Out Annual Lea as follows:

Schedule H—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___

7. By updating the table of contents and cross-references accordingly.

B. This determination comes into operation from 29 July 2016. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 29 July 2016.

PRESIDENT

[1 \[2016\] FWCFB 3953](#); see also [\[2015\] FWCFB 3406](#), [\[2015\] FWCFB 5771](#) and [\[2016\] FWCFB 3177](#)

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MA000046 PR592144
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
 s.285—Annual wage review

Annual Wage Review 2016–17
 (C2017/1)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

JUSTICE ROSS, PRESIDENT
 VICE PRESIDENT HATCHER
 DEPUTY PRESIDENT ASBURY
 COMMISSIONER HAMPTON
 MR COLE
 PROFESSOR RICHARDSON
 MR GIBBS

MELBOURNE, 21 JUNE 2017

Annual Wage Review 2016–17.

A. Further to the decision issued by the Expert Panel in the Annual Wage Review 2016–17 on 6 June 2017 [[\[2017\] FWCFB 3500](#)], the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	42,091	36,135
Single engine 1360 kg – 3359 kg	43,880	36,135
Single engine 3360 kg & above	50,960	39,780

Multi engine UTBNI 3360 kg	49,009	38,232
Multi engine 3360 kg UTBNI 5660 kg	50,960	39,780
Multi engine 5660 kg UTBNI 8500 kg	53,748	41,485
Multi engine 8500 kg UTBNI 12000 kg	57,819	44,062
Multi engine 12000 kg UTBNI 15000 kg	62,145	46,917
Multi engine 15000 kg UTBNI 19000 kg	67,722	50,328
Multi engine 19000 kg & above - unless otherwise listed	72,456	53,030
Dash 8 100-15650 kg MTOW	67,722	50,328
Dash 8 200-16466 kg MTOW	67,722	50,328
Dash 8 300-19505 kg MTOW	67,722	50,328
Dash 8 400-28998 kg MTOW	72,345	53,030

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
	\$		
	Captain	First Officer	Second Officer
Fokker 28	116,448	77,189	
CRJ-50	116,448	77,189	
BAe-146	126,065	83,248	
Fokker 100B	126,065	83,248	
Boeing 717	126,065	83,248	
Narrow body aircraft	132,162	87,041	

Wide body aircraft–single deck	151,738	99,849	60,569
Wide body aircraft–double deck	171,315	112,658	68,255

3. By deleting the table appearing in clause C.1.1 and inserting the following:

Minimum salary per annum

\$

Captain

Co-pilot

Group 1

Cessna 206	47,939	
Cessna 207	47,939	
Cessna 210	47,939	

Group 2

Aero Commander 500	53,119	
Beechcraft 55	53,119	
Beecherall 58	53,119	
Britten Norman BN2	53,119	
Cessna 310	53,119	
Cessna 337	53,119	
Cessna 402	53,119	
Cessna 414	53,119	
Partenavia P68	53,119	
Piper PA23	53,119	

Piper PA30	53,119	
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Piper PA31	53,119	
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Piper PA34	53,119	
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Piper PA60 Aerostar	53,119	
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Group 3

Beechcraft 65	54,925	
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Cessna 404	54,925	
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Cessna 421	54,925	
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Group 4

Cessna 441	58,820	
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Nomad N22	58,820	
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Nomad N24	58,820	
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Group 5

Beechcraft 200	66,717	48,312
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Swearingen 226	66,717	48,312
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Swearingen 227	66,717	48,312
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De Havilland 6-100	66,717	48,312
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De Havilland 6-200	66,717	48,312
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De Havilland 6-300	66,717	48,312
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Casa 212	66,717	48,312
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Embraer 110	66,717	48,312
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Group 6

Jetstream 31	68,524	48,908
Beach 1900	68,524	48,908
Metro 23	68,524	48,908

Group 7

Cessna 550	71,248	49,702
McDonnell Douglas	71,248	49,702
DC3	71,248	49,702
Shorts SD-330	71,248	49,702
Shorts SD-360	71,248	49,702
Mohawk	71,248	49,702

Group 8

Saab-Fairchild	76,060	52,127
340 A	76,060	52,127

Group 9

De Havilland	82,110	55,221
Dash 8-102, 200 and 300	82,110	55,221
Dash 8-400	87,742	58,973

4. By deleting the table appearing in clause D.9.1 and inserting the following:

**Aerial application flying hours Minimum salary per week
experience in the industry**

\$

0–1000	694.90
1001–2000	717.50
2001–3000	747.20
Over 3000	807.20

5. By deleting the amount “\$210.67” appearing in clause D.9.2 and inserting “\$217.62”.

6. By deleting the table appearing in clause E.5.1 and inserting the following:

Minimum salary per annum

\$

Single engine

1st year of service	52,037
2nd year of service	53,255
3rd year of service	54,423
4th year of service	55,568
5th year of service	56,787
6th year of service	58,005
7th year of service	59,226
8th year of service	60,445
9th year of service	61,663

Twin 0–9000 lbs

1st year of service	55,568
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2nd year of service	56,787
3rd year of service	58,005
4th year of service	59,226
5th year of service	60,445
6th year of service	61,663
7th year of service	62,883
8th year of service	64,102
9th year of service	65,321

Twin over 9000 lbs

1st year of service	58,005
2nd year of service	59,226
3rd year of service	60,445
4th year of service	61,663
5th year of service	62,883
6th year of service	64,102
7th year of service	65,321
8th year of service	66,404
9th year of service	67,759

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command	Minimum salary per annum
	\$

UTBNI 9000 lbs

1st year of service	54,348
2nd year of service	55,568
3rd year of service	56,788
4th year of service	58,005
5th year of service	59,226
6th year of service	60,445
7th year of service	61,663
8th year of service	62,883
9th year of service	64,102
10th year of service	65,321
11th year of service	66,539
12th year of service	67,759
13th year of service	68,978
14th year of service	70,198
15th year of service	71,418

All other operations command

1st year of service	60,445
2nd year of service	61,663
3rd year of service	62,883
4th year of service	64,102

5th year of service	65,321
6th year of service	66,539
7th year of service	67,759
8th year of service	68,978
9th year of service	70,198
10th year of service	71,418
11th year of service	72,635
12th year of service	73,855
13th year of service	75,075
14th year of service	76,292
15th year of service	77,512

B. This determination comes into operation from 1 July 2017. In accordance with s.166(5) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2017.

PRESIDENT

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MA000046 PR592306
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.157—variation of modern award

Expense-related allowances 2017
 (AM2017/37)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

SENIOR DEPUTY PRESIDENT HAMBERGER SYDNEY, 21 JUNE 2017

Expense-related allowances.

A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:

1. By deleting the amount “\$1783.00” appearing in clause 19.4 and inserting “\$1904”.
2. By deleting the table appearing in clause 19.8(e) and inserting the following:

	Allowance
	\$
0630–0800 hours	26.64
1200–1330 hours	29.84
1800–2000 hours	51.31
Incidentals	19.10

3. By deleting the amounts “\$73,414.00” and “\$264,292.00” appearing in clause 22.11(a) and inserting “\$78,414” and “\$282,291” respectively.

4. By deleting the amounts “\$734.14” and “\$440.47” appearing in clause 22.11(d) and inserting “\$784.14” and “\$470.47” respectively.

5. By deleting the amounts "\$26.35", "\$29.52" and "\$50.76" appearing in clause C.4.5(a) and inserting "\$26.64", "\$29.84" and "\$51.31" respectively.

6. By deleting the amounts "\$26.35", "\$29.52" and "\$50.76" appearing in clause E.5.6(b)(ii) and inserting "\$26.64", "\$29.84" and "\$51.31" respectively.

7. By deleting the amount "\$20.11" appearing in clause E.5.6(c) and inserting "\$20.33".

8. By deleting the amount "\$20.11" appearing in clause E.5.6(d) and inserting "\$20.33".

B. This determination comes into operation from 1 July 2017. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2017.



SENIOR DEPUTY PRESIDENT

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PR598110
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
s.156 - 4 yearly review of modern awards

Part-day public holidays
(AM2014/301)

VICE PRESIDENT HATCHER
COMMISSIONER HAMPTON
COMMISSIONER JOHNS

SYDNEY, 4 DECEMBER 2017

Part-day public holidays variation.

A. Further to the decisions issued on 21 December 2012 [[\[2012\] FWAFB 10738](#)], 13 November 2013 [[\[2013\] FWCFB 8938](#)], 12 November 2014 [[\[2014\] FWCFB 7830](#)] and the statements published on 15 May 2015 [[\[2015\] FWC 3317](#)], 21 October 2015 [[\[2015\] FWC 7248](#)], 23 October 2015 [[\[2015\] FWCFB 7262 1](#)], it is ordered that the awards listed in Appendix A be varied as follows:

1. By deleting the words “2016 Part-day public holidays” appearing in the schedule heading and inserting “2017 Part-day public holidays”.
2. By deleting the words “December 2016” wherever they appear in the schedules listed in Appendix A and inserting “December 2017”.
3. By updating the table of contents accordingly.

B. This determination comes into operation from 4 December 2017. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 4 December 2017.



VICE PRESIDENT

Appendix A—Awards to be varied for part-day public holidays

Award title	Award ID	Schedule to be varied

<i>Aboriginal Community Controlled Health Services Award 2010</i>	MA000115	Schedule E
<i>Aged Care Award 2010</i>	MA000018	Schedule E
<i>Air Pilots Award 2010</i>	MA000046	Schedule F
<i>Aircraft Cabin Crew Award 2010</i>	MA000047	Schedule E
<i>Airline Operations—Ground Staff Award 2010</i>	MA000048	Schedule F
<i>Airport Employees Award 2010</i>	MA000049	Schedule F
<i>Ambulance and Patient Transport Industry Award 2010</i>	MA000098	Schedule C
<i>Amusement, Events and Recreation Award 2010</i>	MA000080	Schedule F
<i>Animal Care and Veterinary Services Award 2010</i>	MA000118	Schedule E
<i>Aquaculture Industry Award 2010</i>	MA000114	Schedule F
<i>Architects Award 2010</i>	MA000079	Schedule C
<i>Asphalt Industry Award 2010</i>	MA000054	Schedule E
<i>Banking, Finance and Insurance Award 2010</i>	MA000019	Schedule F
<i>Book Industry Award 2010</i>	MA000078	Schedule B
<i>Broadcasting and Recorded Entertainment Award 2010</i>	MA000091	Schedule K
<i>Building and Construction General On-site Award 2010</i>	MA000020	Schedule E
<i>Business Equipment Award 2010</i>	MA000021	Schedule F
<i>Car Parking Award 2010</i>	MA000095	Schedule E
<i>Cement and Lime Award 2010</i>	MA000055	Schedule F

<i>Cemetery Industry Award 2010</i>	MA000070	Schedule F
<i>Children's Services Award 2010</i>	MA000120	Schedule E
<i>Cleaning Services Award 2010</i>	MA000022	Schedule H
<i>Clerks—Private Sector Award 2010</i>	MA000002	Schedule E
<i>Commercial Sales Award 2010</i>	MA000083	Schedule D
<i>Concrete Products Award 2010</i>	MA000056	Schedule E
<i>Contract Call Centre Award 2010</i>	MA000023	Schedule E
<i>Corrections and Detention (Private Sector) Award 2010</i>	MA000110	Schedule F
<i>Dredging Industry Award 2010</i>	MA000085	Schedule B
<i>Dry Cleaning and Laundry Industry Award 2010</i>	MA000096	Schedule G
<i>Educational Services (Post-Secondary Education) Award 2010</i>	MA000075	Schedule G
<i>Educational Services (Schools) General Staff Award 2010</i>	MA000076	Schedule F
<i>Educational Services (Teachers) Award 2010</i>	MA000077	Schedule C
<i>Electrical, Electronic and Communications Contracting Award 2010</i>	MA000025	Schedule F
<i>Electrical Power Industry Award 2010</i>	MA000088	Schedule F
<i>Fast Food Industry 2010</i>	MA000003	Schedule E
<i>Fire Fighting Industry Award 2010</i>	MA000111	Schedule C
<i>Fitness Industry Award 2010</i>	MA000094	Schedule E

<i>Food, Beverage and Tobacco Manufacturing Award 2010</i>	MA000073	Schedule F
<i>Funeral Industry Award 2010</i>	MA000105	Schedule F
<i>Gardening and Landscaping Services Award 2010</i>	MA000101	Schedule F
<i>Gas Industry Award 2010</i>	MA000061	Schedule F
<i>General Retail Industry Award 2010</i>	MA000004	Schedule F
<i>Graphic Arts, Printing and Publishing Award 2010</i>	MA000026	Schedule G
<i>Hair and Beauty Industry Award 2010</i>	MA000005	Schedule F
<i>Health Professionals and Support Services Award 2010</i>	MA000027	Schedule F
<i>Higher Education Industry—Academic Staff—Award 2010</i>	MA000006	Schedule B
<i>Higher Education Industry—General Staff—Award 2010</i>	MA000007	Schedule H
<i>Horse and Greyhound Training Award 2010</i>	MA000008	Schedule D
<i>Horticulture Award 2010</i>	MA000028	Schedule E
<i>Hospitality Industry (General) Award 2010</i>	MA000009	Schedule H
<i>Hydrocarbons Field Geologists Award 2010</i>	MA000064	Schedule D
<i>Hydrocarbons Industry (Upstream) Award 2010</i>	MA000062	Schedule F
<i>Joinery and Building Trades Award 2010</i>	MA000029	Schedule F
<i>Journalists Published Media Award 2010</i>	MA000067	Schedule C
<i>Labour Market Assistance Industry Award 2010</i>	MA000099	Schedule E
<i>Legal Services Award 2010</i>	MA000116	Schedule E

<i>Live Performance Award 2010</i>	MA000081	Schedule F
<i>Local Government Industry Award 2010</i>	MA000112	Schedule F
<i>Mannequins and Models Award 2010</i>	MA000117	Schedule C
<i>Manufacturing and Associated Industries and Occupations Award 2010</i>	MA000010	Schedule F
<i>Marine Tourism and Charter Vessels Award 2010</i>	MA000093	Schedule E
<i>Marine Towage Award 2010</i>	MA000050	Schedule B
<i>Maritime Offshore Oil and Gas Award 2010</i>	MA000086	Schedule C
<i>Market and Social Research Award 2010</i>	MA000030	Schedule E
<i>Meat Industry Award 2010</i>	MA000059	Schedule F
<i>Medical Practitioners Award 2010</i>	MA000031	Schedule B
<i>Mining Industry Award 2010</i>	MA000011	Schedule F
<i>Miscellaneous Award 2010</i>	MA000104	Schedule F
<i>Mobile Crane Hiring Award 2010</i>	MA000032	Schedule E
<i>Nursery Award 2010</i>	MA000033	Schedule E
<i>Nurses Award 2010</i>	MA000034	Schedule C
<i>Oil Refining and Manufacturing Award 2010</i>	MA000072	Schedule F
<i>Passenger Vehicle Transportation Award 2010</i>	MA000063	Schedule E
<i>Pastoral Award 2010</i>	MA000035	Schedule D

<i>Pest Control Industry Award 2010</i>	MA000097	Schedule E
<i>Pharmaceutical Industry Award 2010</i>	MA000069	Schedule E
<i>Pharmacy Industry Award 2010</i>	MA000012	Schedule E
<i>Plumbing and Fire Sprinklers Award 2010</i>	MA000036	Schedule F
<i>Ports, Harbours and Enclosed Water Vessels Award 2010</i>	MA000052	Schedule B
<i>Poultry Processing Award 2010</i>	MA000074	Schedule E
<i>Premixed Concrete Award 2010</i>	MA000057	Schedule E
<i>Professional Diving Industry (Industrial) Award 2010</i>	MA000108	Schedule C
<i>Professional Diving Industry (Recreational) Award 2010</i>	MA000109	Schedule C
<i>Quarrying Award 2010</i>	MA000037	Schedule F
<i>Racing Clubs Events Award 2010</i>	MA000013	Schedule E
<i>Racing Industry Ground Maintenance Award 2010</i>	MA000014	Schedule E
<i>Real Estate Industry Award 2010</i>	MA000106	Schedule F
<i>Registered and Licensed Clubs Award 2010</i>	MA000058	Schedule G
<i>Restaurant Industry Award 2010</i>	MA000119	Schedule F
<i>Road Transport and Distribution Award 2010</i>	MA000038	Schedule F
<i>Road Transport (Long Distance Operations) Award 2010</i>	MA000039	Schedule D
<i>Salt Industry Award 2010</i>	MA000107	Schedule F
<i>Seafood Processing Award 2010</i>	MA000068	Schedule E

<i>Seagoing Industry Award 2010</i>	MA000122	Schedule C
<i>Security Services Industry Award 2010</i>	MA000016	Schedule E
<i>Silviculture Award 2010</i>	MA000040	Schedule D
<i>Social, Community, Home Care and Disability Services Industry Award 2010</i>	MA000100	Schedule H
<i>Sporting Organisations Award 2010</i>	MA000082	Schedule E
<i>State Government Agencies Award 2010</i>	MA000121	Schedule E
<i>Stevedoring Industry Award 2010</i>	MA000053	Schedule F
<i>Storage Services and Wholesale Award 2010</i>	MA000084	Schedule E
<i>Supported Employment Services Award 2010</i>	MA000103	Schedule E
<i>Surveying Award 2010</i>	MA000066	Schedule E
<i>Telecommunications Services Award 2010</i>	MA000041	Schedule F
<i>Textile, Clothing, Footwear and Associated Industries Award 2010</i>	MA000017	Schedule H
<i>Timber Industry Award 2010</i>	MA000071	Schedule I
<i>Transport (Cash in Transit) Award 2010</i>	MA000042	Schedule D
<i>Travelling Shows Award 2010</i>	MA000102	Schedule D
<i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i>	MA000089	Schedule G
<i>Victorian Local Government Award 2015</i>	MA000132	Schedule E
<i>Waste Management Award 2010</i>	MA000043	Schedule E

<i>Water Industry Award 2010</i>	MA000113	Schedule F
<i>Wine Industry Award 2010</i>	MA000090	Schedule F
<i>Wool Storage, Sampling and Testing Award 2010</i>	MA000044	Schedule E

1 See also Statement of 16 November 2017, [\[2017\] FWCFB 5893](#).

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MA000046 PR606527
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.157—variation of modern award

Expense-related allowances 2018
 (AM2018/5)

AIR PILOTS AWARD 2010

[[MA000046](#)]

Airline operations

SENIOR DEPUTY PRESIDENT HAMBERGER SYDNEY, 20 JUNE 2018

Expense-related allowances.

A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:

1. By deleting the amount “\$1904” appearing in clause 19.4 and inserting “\$1967”.
2. By deleting the amount “\$19.10” appearing in clause 19.8(b) and inserting “\$19.76”.
3. By deleting the amount “\$84.71” appearing in clause 19.8(c) and inserting “\$87.63”.
4. By deleting the amount “\$121.64” appearing in clause 19.8(d) and inserting “\$125.83”.
5. By deleting the table appearing in clause 19.8(e) and inserting the following:

	Allowance
	\$
0630–0800 hours	27.19
1200–1330 hours	30.46
1800–2000 hours	52.37
Incidentals	19.76

6. By deleting the amount “\$93.12” appearing in clause 19.8(f) and inserting “\$96.33”.

7. By deleting the amounts "\$78,414" and "\$282,291" appearing in clause 22.11(a) and inserting "\$81,009" and "\$291,632" respectively.
8. By deleting the amounts "\$784.14" and "\$470.47" appearing in clause 22.11(d) and inserting "\$810.09" and "\$486.04" respectively.
9. By deleting the amount "\$109.15" appearing in clause C.4.2 and inserting "\$112.91".
10. By deleting the amount "\$93.12" appearing in clause C.4.3 and inserting "\$96.33".
11. By deleting the amounts "\$19.10" and "\$42.03" appearing in clause C.4.4 and inserting "\$19.76" and "\$43.48" respectively.
12. By deleting the amounts "\$26.64", "\$29.84" and "\$51.31" appearing in clause C.4.5(a) and inserting "\$27.19", "\$30.46" and "\$52.37" respectively.
13. By deleting the amount "\$121.64" appearing in clause C.4.6 and inserting "\$125.83".
14. By deleting the amount "\$29.35" appearing in clause E.4.2(c) and inserting "\$30.36".
15. By deleting the amounts "\$26.64", "\$29.84" and "\$51.31" appearing in clause E.5.6(b)(ii) and inserting "\$27.19", "\$30.46" and "\$52.37" respectively.
16. By deleting the amount "\$20.33" appearing in clause E.5.6(c) and inserting "\$20.75".
17. By deleting the amount "\$20.33" appearing in clause E.5.6(d) and inserting "\$20.75".
18. By deleting the amount "\$21.85" appearing in clause E.5.6(f) and inserting "\$22.60".
19. By deleting the amount "\$30.55" appearing in clause E.6.4(c) and inserting "\$31.60".
20. By deleting the amounts "\$5.03" and "\$1.80" appearing in clause E.6.6(c)(i) and inserting "\$5.20" and "\$1.86" respectively.

B. This determination comes into operation from 1 July 2018. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2018.



SENIOR DEPUTY PRESIDENT

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MA000046 PR606371
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
 s.285—Annual wage review

Annual Wage Review 2017–18
 (C2018/1)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

JUSTICE ROSS, PRESIDENT
 VICE PRESIDENT HATCHER
 DEPUTY PRESIDENT ASBURY
 COMMISSIONER HAMPTON
 MR COLE
 PROFESSOR RICHARDSON
 MR GIBBS

MELBOURNE, 20 JUNE 2018

Annual Wage Review 2017–18.

A. Further to the decision issued by the Expert Panel in the Annual Wage Review 2017–18 on 1 June 2018 [[\[2018\] FWCFB 3500](#)], the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	First Officers Second Pilots
Single engine UTBNI 1360 kg	43,564	37,400
Single engine 1360 kg–3359 kg	45,416	37,400
Single engine 3360 kg & above	52,744	41,172
Multi engine UTBNI 3360 kg	50,724	39,570

Multi engine 3360 kg UTBNI 5660 kg	52,744	41,172
Multi engine 5660 kg UTBNI 8500 kg	55,629	42,937
Multi engine 8500 kg UTBNI 12000 kg	59,843	45,604
Multi engine 12000 kg UTBNI 15000 kg	64,320	48,559
Multi engine 15000 kg UTBNI 19000 kg	70,092	52,089
Multi engine 19000 kg & above—unless otherwise listed	74,992	54,886
Dash 8 100–15650 kg MTOW	70,092	52,089
Dash 8 200–16466 kg MTOW	70,092	52,089
Dash 8 300–19505 kg MTOW	70,092	52,089
Dash 8 400–28998 kg MTOW	74,877	54,886

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
			\$
	Captain	First Officer	Second Officer
Fokker 28	120,524	79,891	
CRJ-50	120,524	79,891	
BAe-146	130,477	86,162	
Fokker 100B	130,477	86,162	
Boeing 717	130,477	86,162	
Narrow body aircraft	136,788	90,087	

Wide body aircraft–single deck	157,049	103,344	62,689
Wide body aircraft–double deck	177,311	116,601	70,644

3. By deleting the table appearing in clause C.1.1 and inserting the following:

Minimum salary per annum

\$

Captain Co-pilot

Group 1

Cessna 206 49,617

Cessna 207 49,617

Cessna 210 49,617

Group 2

Aero Commander 500 54,978

Beechcraf 55 54,978

Beecherall 58 54,978

Britten Norman BN2 54,978

Cessna 310 54,978

Cessna 337 54,978

Cessna 402 54,978

Cessna 414 54,978

Partenavia P68 54,978

Piper PA23 54,978

Piper PA30	54,978	
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Piper PA31	54,978	
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Piper PA34	54,978	
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Piper PA60 Aerostar	54,978	
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Group 3

Beechcrall 65	56,847	
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Cessna 404	56,847	
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Cessna 421	56,847	
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Group 4

Cessna 441	60,879	
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Nomad N22	60,879	
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Nomad N24	60,879	
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Group 5

Beechcraft 200	69,052	50,003
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Swearingen 226	69,052	50,003
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Swearingen 227	69,052	50,003
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De Havilland 6-100	69,052	50,003
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De Havilland 6-200	69,052	50,003
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De Havilland 6-300	69,052	50,003
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Casa 212	69,052	50,003
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Embraer 110	69,052	50,003
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Group 6

Jetstream 31	70,922	50,620
Beach 1900	70,922	50,620
Metro 23	70,922	50,620

Group 7

Cessna 550	73,742	51,442
McDonnell Douglas	73,742	51,442
DC3	73,742	51,442
Shorts SD-330	73,742	51,442
Shorts SD-360	73,742	51,442
Mohawk	73,742	51,442

Group 8

Saab-Fairchild	78,722	53,951
340 A	78,722	53,951

Group 9

De Havilland	84,984	57,154
Dash 8-102, 200 and 300	84,984	57,154
Dash 8-400	90,813	61,037

4. By deleting the table appearing in clause D.9.1 and inserting the following:

Aerial application flying hours experience in the industry	Minimum salary per week
	\$
0–1000	719.20

1001–2000	742.60
2001–3000	773.40
Over 3000	835.50

5. By deleting the amount “\$217.62” appearing in clause D.9.2 and inserting “\$225.24”.

6. By deleting the table appearing in clause E.5.1 and inserting the following:

Minimum salary per annum
\$

Single engine

1st year of service	53,858
2nd year of service	55,119
3rd year of service	56,328
4th year of service	57,513
5th year of service	58,775
6th year of service	60,035
7th year of service	61,299
8th year of service	62,561
9th year of service	63,821

Twin 0–9000 lbs

1st year of service	57,513
2nd year of service	58,775
3rd year of service	60,035
4th year of service	61,299

5th year of service	62,561
6th year of service	63,821
7th year of service	65,084
8th year of service	66,346
9th year of service	67,607

Twin over 9000 lbs

1st year of service	60,035
2nd year of service	61,299
3rd year of service	62,561
4th year of service	63,821
5th year of service	65,084
6th year of service	66,346
7th year of service	67,607
8th year of service	68,728
9th year of service	70,131

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command	Minimum salary per annum
	\$

UTBNI 9000 lbs

1st year of service	56,251
2nd year of service	57,513

3rd year of service	58,775
4th year of service	60,035
5th year of service	61,299
6th year of service	62,561
7th year of service	63,821
8th year of service	65,083
9th year of service	66,346
10th year of service	67,607
11th year of service	68,868
12th year of service	70,131
13th year of service	71,392
14th year of service	72,655
15th year of service	73,918

All other operations command

1st year of service	62,561
2nd year of service	63,821
3rd year of service	65,083
4th year of service	66,346
5th year of service	67,607
6th year of service	68,868
7th year of service	70,131

8th year of service	71,392
9th year of service	72,655
10th year of service	73,918
11th year of service	75,178
12th year of service	76,440
13th year of service	77,702
14th year of service	78,962
15th year of service	80,225

B. This determination comes into operation from 1 July 2018. In accordance with s.166(5) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2018.

PRESIDENT

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MA000046 PR609363
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.156 - 4 yearly review of modern awards

Family and domestic violence clause
(AM2015/1)

AIR PILOTS AWARD 2010

[[MA000046](#)]

Airline operations

JUSTICE ROSS, PRESIDENT
VICE PRESIDENT HATCHER
COMMISSIONER SPENCER

MELBOURNE, 27 JULY 2018

Leave to deal with family and domestic violence.

A. Further to the Full Bench decision issued on 6 July 2018 [[\[2018\] FWCFB 3936](#)], the above award is varied as follows:

1. By inserting clause 32 as follows:

32. Leave to deal with Family and Domestic Violence

32.1 This clause applies to all employees, including casuals.

32.2 Definitions

(a) In this clause:

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

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of ***family member*** in clause 32.2(a) includes a former spouse or de facto partner.

32.3 Entitlement to unpaid leave

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

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

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

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

32.4 Taking unpaid leave

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

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

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

32.5 Service and continuity

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

32.6 Notice and evidence requirements

(a) Notice

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

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

(b) Evidence

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

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

32.7 Confidentiality

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

the employee or another person.

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

32.8 Compliance

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

2. By updating the table of contents accordingly.

B. This determination comes into operation from 1 August 2018. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 August 2018.

PRESIDENT

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MA000046 PR700533
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.156 - 4 yearly review of modern awards

4 yearly review of modern awards—Casual employment and Part-time employment
 (AM2014/196 and AM2014/197)

AIR PILOTS AWARD 2010

[[MA000046](#)]

Airline operations

VICE PRESIDENT HATCHER
 SENIOR DEPUTY PRESIDENT HAMBERGER
 DEPUTY PRESIDENT KOVACIC
 DEPUTY PRESIDENT BULL

SYDNEY, 21 SEPTEMBER 2018

4 yearly review of modern awards – Casual employment and Part-time employment – casual conversion – Air Pilots Award 2010.

A. Further to the Full Bench decision issued by the Fair Work Commission on 9 August 2018 [[\[2018\] FWCFB 4695](#)] [1](#), the above award is varied as follows:

1. By renumbering clause 11.4 as clause 11.5.
2. By inserting a new clause 11.4 as follows:

11.4 Right to request casual conversion

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

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

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

(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

(e) Any request under this subclause must be in writing and provided to the employer.

(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

(g) Reasonable grounds for refusal include that:

(i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);

(ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

(i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 10. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.5(d).

(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.

(q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

3. By updating the table of contents and cross-references accordingly.

B. This determination comes into operation from 1 October 2018. In accordance with

s.165(3) of the *Fair Work Act 2009* these items do not take effect until the start of the first full pay period on or after 1 October 2018.



VICE PRESIDENT

1 See also [\[2017\] FWCFB 3541](#).

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MA000046 PR610068
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.156 – 4 yearly review of modern awards

4 yearly review of modern awards – Payment of wages
 (AM2016/8)

AIR PILOTS AWARD 2010

[[MA000046](#)]

Airline operations

JUSTICE ROSS, PRESIDENT
 DEPUTY PRESIDENT BOOTH
 DEPUTY PRESIDENT CLANCY
 COMMISSIONER CRIBB
 COMMISSIONER HUNT

MELBOURNE, 16 OCTOBER 2018

4 yearly review of modern awards – payment of wages common issue – payments on termination model term – Air Pilots Award 2010.

A. Further to the Full Bench decision issued by the Fair Work Commission on 15 August 2018 [[\[2018\] FWCFB 4735](#)], [1](#) the above award is varied as follows:

1. By deleting clause 12.4 and inserting the following:

12.4 Payment on termination of employment

(a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:

(i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee under this award and the [NES](#).

(b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.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 s.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.

2. By updating the table of contents and cross-references accordingly.

B. This determination comes into operation from 1 November 2018. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 November 2018.

PRESIDENT

1 See also decision issued on 17 July 2018, [\[2018\]FWCFB 3566](#)

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PR701683
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
s.156 - 4 yearly review of modern awards

Part-day public holidays
(AM2014/301)

VICE PRESIDENT HATCHER
COMMISSIONER HAMPTON
COMMISSIONER JOHNS

SYDNEY, 7 NOVEMBER 2018

Part-day public holidays variation.

A. Further to the decisions¹ issued and the statements² published by the Commission in relation to the issue of part-day public holidays it is ordered that the awards listed in Appendix A be varied as follows:

1. By deleting the year “2017” appearing in the schedule heading of the schedules listed at Appendix A.
2. By deleting the words “December 2017” wherever they appear in the schedules listed in Appendix A and inserting “December in each year”.
3. By deleting the words “This schedule is an interim provision and subject to further review.” in the schedules listed in Appendix A.
4. By updating the table of contents accordingly.

B. This determination comes into operation from 21 November 2018. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 21 November 2018.

VICE PRESIDENT

Appendix A—Awards to be varied for part-day public holidays

Award title	Award ID	Schedule to be varied
<i>Aboriginal Community Controlled Health Services Award 2010</i>	MA000115	Schedule E
<i>Aged Care Award 2010</i>	MA000018	Schedule E
<i>Air Pilots Award 2010</i>	MA000046	Schedule F
<i>Aircraft Cabin Crew Award 2010</i>	MA000047	Schedule E

<i>Airline Operations—Ground Staff Award 2010</i>	MA000048	Schedule F
<i>Airport Employees Award 2010</i>	MA000049	Schedule F
<i>Ambulance and Patient Transport Industry Award 2010</i>	MA000098	Schedule C
<i>Amusement, Events and Recreation Award 2010</i>	MA000080	Schedule F
<i>Animal Care and Veterinary Services Award 2010</i>	MA000118	Schedule E
<i>Aquaculture Industry Award 2010</i>	MA000114	Schedule F
<i>Architects Award 2010</i>	MA000079	Schedule C
<i>Asphalt Industry Award 2010</i>	MA000054	Schedule E
<i>Banking, Finance and Insurance Award 2010</i>	MA000019	Schedule F
<i>Book Industry Award 2010</i>	MA000078	Schedule B
<i>Broadcasting, Cinemas and Recorded Entertainment Award 2010</i>	MA000091	Schedule K
<i>Building and Construction General On-site Award 2010</i>	MA000020	Schedule E
<i>Business Equipment Award 2010</i>	MA000021	Schedule F
<i>Car Parking Award 2010</i>	MA000095	Schedule E
<i>Cement and Lime Award 2010</i>	MA000055	Schedule F
<i>Cemetery Industry Award 2010</i>	MA000070	Schedule F
<i>Children's Services Award 2010</i>	MA000120	Schedule E
<i>Cleaning Services Award 2010</i>	MA000022	Schedule H
<i>Clerks—Private Sector Award 2010</i>	MA000002	Schedule E
<i>Commercial Sales Award 2010</i>	MA000083	Schedule D

<i>Concrete Products Award 2010</i>	MA000056	Schedule E
<i>Contract Call Centre Award 2010</i>	MA000023	Schedule E
<i>Corrections and Detention (Private Sector) Award 2010</i>	MA000110	Schedule F
<i>Dredging Industry Award 2010</i>	MA000085	Schedule B
<i>Dry Cleaning and Laundry Industry Award 2010</i>	MA000096	Schedule G
<i>Educational Services (Post-Secondary Education) Award 2010</i>	MA000075	Schedule G
<i>Educational Services (Schools) General Staff Award 2010</i>	MA000076	Schedule F
<i>Educational Services (Teachers) Award 2010</i>	MA000077	Schedule C
<i>Electrical, Electronic and Communications Contracting Award 2010</i>	MA000025	Schedule F
<i>Electrical Power Industry Award 2010</i>	MA000088	Schedule F
<i>Fast Food Industry 2010</i>	MA000003	Schedule E
<i>Fire Fighting Industry Award 2010</i>	MA000111	Schedule C
<i>Fitness Industry Award 2010</i>	MA000094	Schedule E
<i>Food, Beverage and Tobacco Manufacturing Award 2010</i>	MA000073	Schedule F
<i>Funeral Industry Award 2010</i>	MA000105	Schedule F
<i>Gardening and Landscaping Services Award 2010</i>	MA000101	Schedule F
<i>Gas Industry Award 2010</i>	MA000061	Schedule F
<i>General Retail Industry Award 2010</i>	MA000004	Schedule F
<i>Graphic Arts, Printing and Publishing Award 2010</i>	MA000026	Schedule G
<i>Hair and Beauty Industry Award 2010</i>	MA000005	Schedule F
<i>Health Professionals and Support Services Award 2010</i>	MA000027	Schedule F

<i>Higher Education Industry—Academic Staff—Award 2010</i>	MA000006	Schedule B
<i>Higher Education Industry—General Staff—Award 2010</i>	MA000007	Schedule H
<i>Horse and Greyhound Training Award 2010</i>	MA000008	Schedule D
<i>Horticulture Award 2010</i>	MA000028	Schedule E
<i>Hospitality Industry (General) Award 2010</i>	MA000009	Schedule H
<i>Hydrocarbons Field Geologists Award 2010</i>	MA000064	Schedule D
<i>Hydrocarbons Industry (Upstream) Award 2010</i>	MA000062	Schedule F
<i>Joinery and Building Trades Award 2010</i>	MA000029	Schedule F
<i>Journalists Published Media Award 2010</i>	MA000067	Schedule C
<i>Labour Market Assistance Industry Award 2010</i>	MA000099	Schedule E
<i>Legal Services Award 2010</i>	MA000116	Schedule E
<i>Live Performance Award 2010</i>	MA000081	Schedule F
<i>Local Government Industry Award 2010</i>	MA000112	Schedule F
<i>Mannequins and Models Award 2010</i>	MA000117	Schedule C
<i>Manufacturing and Associated Industries and Occupations Award 2010</i>	MA000010	Schedule F
<i>Marine Tourism and Charter Vessels Award 2010</i>	MA000093	Schedule E
<i>Marine Towage Award 2010</i>	MA000050	Schedule B
<i>Maritime Offshore Oil and Gas Award 2010</i>	MA000086	Schedule C
<i>Market and Social Research Award 2010</i>	MA000030	Schedule E
<i>Meat Industry Award 2010</i>	MA000059	Schedule F

<i>Medical Practitioners Award 2010</i>	MA000031	Schedule B
<i>Mining Industry Award 2010</i>	MA000011	Schedule F
<i>Miscellaneous Award 2010</i>	MA000104	Schedule F
<i>Mobile Crane Hiring Award 2010</i>	MA000032	Schedule E
<i>Nursery Award 2010</i>	MA000033	Schedule E
<i>Nurses Award 2010</i>	MA000034	Schedule C
<i>Oil Refining and Manufacturing Award 2010</i>	MA000072	Schedule F
<i>Passenger Vehicle Transportation Award 2010</i>	MA000063	Schedule E
<i>Pastoral Award 2010</i>	MA000035	Schedule D
<i>Pest Control Industry Award 2010</i>	MA000097	Schedule E
<i>Pharmaceutical Industry Award 2010</i>	MA000069	Schedule E
<i>Pharmacy Industry Award 2010</i>	MA000012	Schedule E
<i>Plumbing and Fire Sprinklers Award 2010</i>	MA000036	Schedule F
<i>Ports, Harbours and Enclosed Water Vessels Award 2010</i>	MA000052	Schedule B
<i>Poultry Processing Award 2010</i>	MA000074	Schedule E
<i>Premixed Concrete Award 2010</i>	MA000057	Schedule E
<i>Professional Diving Industry (Industrial) Award 2010</i>	MA000108	Schedule C
<i>Professional Diving Industry (Recreational) Award 2010</i>	MA000109	Schedule C
<i>Quarrying Award 2010</i>	MA000037	Schedule F
<i>Racing Clubs Events Award 2010</i>	MA000013	Schedule E
<i>Racing Industry Ground Maintenance Award 2010</i>	MA000014	Schedule E

<i>Real Estate Industry Award 2010</i>	MA000106	Schedule F
<i>Registered and Licensed Clubs Award 2010</i>	MA000058	Schedule G
<i>Restaurant Industry Award 2010</i>	MA000119	Schedule F
<i>Road Transport and Distribution Award 2010</i>	MA000038	Schedule F
<i>Road Transport (Long Distance Operations) Award 2010</i>	MA000039	Schedule D
<i>Salt Industry Award 2010</i>	MA000107	Schedule F
<i>Seafood Processing Award 2010</i>	MA000068	Schedule E
<i>Seagoing Industry Award 2010</i>	MA000122	Schedule C
<i>Security Services Industry Award 2010</i>	MA000016	Schedule E
<i>Silviculture Award 2010</i>	MA000040	Schedule D
<i>Social, Community, Home Care and Disability Services Industry Award 2010</i>	MA000100	Schedule H
<i>Sporting Organisations Award 2010</i>	MA000082	Schedule E
<i>State Government Agencies Award 2010</i>	MA000121	Schedule E
<i>Stevedoring Industry Award 2010</i>	MA000053	Schedule F
<i>Storage Services and Wholesale Award 2010</i>	MA000084	Schedule E
<i>Supported Employment Services Award 2010</i>	MA000103	Schedule E
<i>Surveying Award 2010</i>	MA000066	Schedule E
<i>Telecommunications Services Award 2010</i>	MA000041	Schedule F
<i>Textile, Clothing, Footwear and Associated Industries Award 2010</i>	MA000017	Schedule H
<i>Timber Industry Award 2010</i>	MA000071	Schedule I
<i>Transport (Cash in Transit) Award 2010</i>	MA000042	Schedule D

<i>Travelling Shows Award 2010</i>	MA000102	Schedule D
<i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i>	MA000089	Schedule G
<i>Victorian Local Government Award 2015</i>	MA000132	Schedule E
<i>Waste Management Award 2010</i>	MA000043	Schedule E
<i>Water Industry Award 2010</i>	MA000113	Schedule F
<i>Wine Industry Award 2010</i>	MA000090	Schedule F
<i>Wool Storage, Sampling and Testing Award 2010</i>	MA000044	Schedule E

1 21 December 2012 [[\[2012\] FWAFB 10738](#)], 13 November 2013 [[\[2013\] FWCFCB 8938](#)], 12 November 2014 [[\[2014\] FWCFCB 7830](#)], 7 November 2018 [[\[2018\] FWCFCB 6540](#)]

2 15 May 2015 [[\[2015\] FWC 3317](#)], 21 October 2015 [[\[2015\] FWC 7248](#)], 23 October 2015 [[\[2015\] FWCFCB 7262](#)] (see also Statement of 16 November 2017, [[\[2017\] FWCFCB 5893](#)])

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MA000046 PR701448
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards—Family Friendly Working Arrangements
 (AM2015/2)

AIR PILOTS AWARD 2010

[[MA000046](#)]

Airline operations

JUSTICE ROSS, PRESIDENT
 VICE PRESIDENT HATCHER
 COMMISSIONER SPENCER

MELBOURNE, 21 NOVEMBER 2018

4 yearly review of modern awards – family friendly working arrangements common issue – requests for flexible working arrangements model term – Air Pilots Award 2010

A. Further to the decision issued by the Full Bench on 20 November 2018 [[\[2018\] FWCFB 6863](#)], the above award is varied as follows:

1. By inserting clause 26A—Requests for flexible working arrangements as follows:

26A. Requests for flexible working arrangements

26A.1 Employee may request change in working arrangements

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

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

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

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

26A.2 Responding to the request

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

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

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

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

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

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

(a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(b) If the employer and employee could not agree on a change in working arrangements under clause 26A.2, the written response under s.65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and

(ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

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

26A.5 Dispute resolution

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

2. By updating the table of contents and cross-references accordingly.

B. This determination comes into operation from 1 December 2018. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 December 2018.

PRESIDENT

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MA000046 PR704096
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.157—variation of modern award

Expense-related allowances 2018
 (AM2018/5)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

JUSTICE ROSS, PRESIDENT
 VICE PRESIDENT HATCHER
 COMMISSIONER HAMPTON

MELBOURNE, 4 FEBRUARY 2019

Expense-related allowances.

A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:

1. By deleting the amount “\$1904” appearing in clause 19.4 and inserting “\$1967”.
2. By deleting the amount “\$19.10” appearing in clause 19.8(b) and inserting “\$19.76”.
3. By deleting the amount “\$84.71” appearing in clause 19.8(c) and inserting “\$87.63”.
4. By deleting the amount “\$121.64” appearing in clause 19.8(d) and inserting “\$125.83”.
5. By deleting the table appearing in clause 19.8(e) and inserting the following:

Allowance

\$

0630–0800 hours	27.19
1200–1330 hours	30.46
1800–2000 hours	52.37
Incidentals	19.76

6. By deleting the amount “\$93.12” appearing in clause 19.8(f) and inserting “\$96.33”.
7. By deleting the amounts “\$78,414” and “\$282,291” appearing in clause 22.11(a) and inserting “\$81,009” and “\$291,632” respectively.
8. By deleting the amounts “\$784.14” and “\$470.47” appearing in clause 22.11(d) and inserting “\$810.09” and “\$486.04” respectively.
9. By deleting the amount “\$109.15” appearing in clause C.4.2 and inserting “\$112.91”.
10. By deleting the amount “\$93.12” appearing in clause C.4.3 and inserting “\$96.33”.
11. By deleting the amounts “\$19.10” and “\$42.03” appearing in clause C.4.4 and inserting “\$19.76” and “\$43.48” respectively.
12. By deleting the amounts “\$26.64”, “\$29.84” and “\$51.31” appearing in clause C.4.5(a) and inserting “\$27.19”, “\$30.46” and “\$52.37” respectively.
13. By deleting the amount “\$121.64” appearing in clause C.4.6 and inserting “\$125.83”.
14. By deleting the amount “\$29.35” appearing in clause E.4.2(c) and inserting “\$30.36”.
15. By deleting the amounts “\$26.64”, “\$29.84” and “\$51.31” appearing in clause E.5.6(b)(ii) and inserting “\$27.19”, “\$30.46” and “\$52.37” respectively.
16. By deleting the amount “\$20.33” appearing in clause E.5.6(c) and inserting “\$20.75”.
17. By deleting the amount “\$20.33” appearing in clause E.5.6(d) and inserting “\$20.75”.
18. By deleting the amount “\$21.85” appearing in clause E.5.6(f) and inserting “\$22.60”.
19. By deleting the amount “\$30.55” appearing in clause E.6.4(c) and inserting “\$31.60”.
20. By deleting the amounts “\$5.03” and “\$1.80” appearing in clause E.6.6(c)(i) and inserting “\$5.20” and “\$1.86” respectively.

B. This determination comes into operation from 4 February 2019. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 4 February 2019.

PRESIDENT

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MA000046 PR707657
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.157—variation of modern award

Expense-related allowances 2019
 (AM2019/9)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

JUSTICE ROSS, PRESIDENT
 VICE PRESIDENT HATCHER
 COMMISSIONER HAMPTON

SYDNEY, 20 JUNE 2019

Expense-related allowances.

A. Pursuant to s.157 of the *Fair Work Act 2009*, the above award is varied as follows:

1. By deleting the amount “\$1967” appearing in clause 19.4 and inserting “\$2005”.
2. By deleting the amount “\$19.76” appearing in clause 19.8(b) and inserting “\$20.10”.
3. By deleting the amount “\$87.63” appearing in clause 19.8(c) and inserting “\$89.13”.
4. By deleting the amount “\$125.83” appearing in clause 19.8(d) and inserting “\$127.98”.
5. By deleting the table appearing in clause 19.8(e) and inserting the following:

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

6. By deleting the amount "\$96.33" appearing in clause 19.8(f) and inserting "\$97.98".
7. By deleting the amounts "\$81,009" and "\$291,632" appearing in clause 22.11(a) and inserting "\$82,591" and "\$297,328" respectively.
8. By deleting the amounts "\$810.09" and "\$486.04" appearing in clause 22.11(d) and inserting "\$825.91" and "\$495.53" respectively.
9. By deleting the amount "\$112.91" appearing in clause C.4.2 and inserting "\$114.84".
10. By deleting the amount "\$96.33" appearing in clause C.4.3 and inserting "\$97.98".
11. By deleting the amounts "\$19.76" and "\$43.48" appearing in clause C.4.4 and inserting "\$20.10" and "\$44.22" respectively.
12. By deleting the amounts "\$27.19", "\$30.46" and "\$52.37" appearing in clause C.4.5(a) and inserting "\$28.05", "\$31.43" and "\$54.03" respectively.
13. By deleting the amount "\$125.83" appearing in clause C.4.6 and inserting "\$127.98".
14. By deleting the amount "\$30.36" appearing in clause E.4.2(c) and inserting "\$30.88".
15. By deleting the amounts "\$27.19", "\$30.46" and "\$52.37" appearing in clause E.5.6(b)(ii) and inserting "\$28.05", "\$31.43" and "\$54.03" respectively.
16. By deleting the amount "\$20.75" appearing in clause E.5.6(c) and inserting "\$21.41".
17. By deleting the amount "\$20.75" appearing in clause E.5.6(d) and inserting "\$21.41".
18. By deleting the amount "\$22.60" appearing in clause E.5.6(f) and inserting "\$22.99".
19. By deleting the amount "\$31.60" appearing in clause E.6.4(c) and inserting "\$32.14".
20. By deleting the amounts "\$5.20" and "\$1.86" appearing clause E.6.6(c)(i) and inserting "\$5.29" and "\$1.89" respectively.

B. This determination comes into operation from 1 July 2019. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2019.

PRESIDENT

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MA000046 PR707456
FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009
 s.285—Annual wage review

Annual Wage Review 2018–19
 (C2019/1)

AIR PILOTS AWARD 2010
[\[MA000046\]](#)

Airline operations

JUSTICE ROSS, PRESIDENT
 VICE PRESIDENT HATCHER
 DEPUTY PRESIDENT ASBURY
 COMMISSIONER HAMPTON
 PROFESSOR RICHARDSON
 MR GIBBS
 MR APTED

SYDNEY, 20 JUNE 2019

Annual Wage Review 2018–19.

A. Further to the decision issued by the Expert Panel in the Annual Wage Review 2018–19 on 30 May 2019 [[\[2019\] FWCFB 3500](#)], the above award is varied as follows:

1. By deleting the table appearing in clause B.1.1 and inserting the following:

	Minimum salary per annum	
	\$	
	Captain	First Officers
		Second Pilots
Single engine UTBNI 1360 kg	44,871	38,522
Single engine 1360 kg – 3359 kg	46,778	38,522
Single engine 3360 kg & above	54,326	42,407

Multi engine UTBNI 3360 kg	52,246	40,757
Multi engine 3360 kg UTBNI 5660 kg	54,326	42,407
Multi engine 5660 kg UTBNI 8500 kg	57,298	44,225
Multi engine 8500 kg UTBNI 12000 kg	61,638	46,972
Multi engine 12000 kg UTBNI 15000 kg	66,250	50,016
Multi engine 15000 kg UTBNI 19000 kg	72,195	53,652
Multi engine 19000 kg & above - unless otherwise listed	77,242	56,533
Dash 8 100-15650 kg MTOW	72,195	53,652
Dash 8 200-16466 kg MTOW	72,195	53,652
Dash 8 300-19505 kg MTOW	72,195	53,652
Dash 8 400-28998 kg MTOW	77,123	56,533

2. By deleting the table appearing in clause B.1.2 and inserting the following:

Classification	Minimum salary per annum		
	Captain	First Officer	Second Officer
			\$
Fokker 28	124,140	82,288	
CRJ-50	124,140	82,288	
BAe-146	134,391	88,747	
Fokker 100B	134,391	88,747	
Boeing 717	134,391	88,747	
Narrow body aircraft	140,892	92,790	

Wide body aircraft–single deck	161,760	106,444	64,570
Wide body aircraft–double deck	182,630	120,099	72,763

3. By deleting the table appearing in clause C.1.1 and inserting the following:

Minimum salary per annum

\$

Captain

Co-pilot

Group 1

Cessna 206	51,106	
Cessna 207	51,106	
Cessna 210	51,106	

Group 2

Aero Commander 500	56,627	
Beechraf 55	56,627	
Beecherall 58	56,627	
Britten Norman BN2	56,627	
Cessna 310	56,627	
Cessna 337	56,627	
Cessna 402	56,627	
Cessna 414	56,627	
Partenavia P68	56,627	
Piper PA23	56,627	

Piper PA30	56,627
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Piper PA31	56,627
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Piper PA34	56,627
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Piper PA60 Aerostar	56,627
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Group 3

Beechcrall 65	58,552
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Cessna 404	58,552
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Cessna 421	58,552
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Group 4

Cessna 441	62,705
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Nomad N22	62,705
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Nomad N24	62,705
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Group 5

Beechcraft 200	71,124	51,503
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Swearingen 226	71,124	51,503
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Swearingen 227	71,124	51,503
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De Havilland 6-100	71,124	51,503
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De Havilland 6-200	71,124	51,503
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De Havilland 6-300	71,124	51,503
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Casa 212	71,124	51,503
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Embraer 110	71,124	51,503
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Group 6

Jetstream 31	73,050	52,139
Beach 1900	73,050	52,139
Metro 23	73,050	52,139

Group 7

Cessna 550	75,954	52,985
McDonnell Douglas	75,954	52,985
DC3	75,954	52,985
Shorts SD-330	75,954	52,985
Shorts SD-360	75,954	52,985
Mohawk	75,954	52,985

Group 8

Saab-Fairchild	81,084	55,570
340 A		

Group 9

De Havilland	87,534	58,869
Dash 8-102, 200 and 300	87,534	58,869
Dash 8-400	93,537	62,868

4. By deleting the table appearing in clause D.9.1 and inserting the following:

Aerial application flying hours experience in the industry	Minimum salary per week
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\$

0–1000	740.80
1001–2000	764.90
2001–3000	796.60
Over 3000	860.60

5. By deleting the amount “\$225.24” appearing in clause D.9.2 and inserting “\$232.00”.

6. By deleting the table appearing in clause E.5.1 and inserting the following:

Minimum salary per annum

\$

Single engine

1st year of service	55,474
2nd year of service	56,773
3rd year of service	58,018
4th year of service	59,238
5th year of service	60,538
6th year of service	61,836
7th year of service	63,138
8th year of service	64,438
9th year of service	65,736

Twin 0–9000 lbs

1st year of service	59,238
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2nd year of service	60,538
3rd year of service	61,836
4th year of service	63,138
5th year of service	64,438
6th year of service	65,736
7th year of service	67,037
8th year of service	68,336
9th year of service	69,635
<i>Twin over 9000 lbs</i>	
1st year of service	61,836
2nd year of service	63,138
3rd year of service	64,438
4th year of service	65,736
5th year of service	67,037
6th year of service	68,336
7th year of service	69,635
8th year of service	70,790
9th year of service	72,235

7. By deleting the table appearing in clause E.6.1 and inserting the following:

Single engine command	Minimum salary per annum
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\$

565

UTBNI 9000 lbs

1st year of service	57,938
2nd year of service	59,238
3rd year of service	60,538
4th year of service	61,836
5th year of service	63,138
6th year of service	64,438
7th year of service	65,736
8th year of service	67,035
9th year of service	68,336
10th year of service	69,635
11th year of service	70,934
12th year of service	72,235
13th year of service	73,534
14th year of service	74,835
15th year of service	76,136

All other operations command

1st year of service	64,438
2nd year of service	65,736
3rd year of service	67,035
4th year of service	68,336

5th year of service	69,635
6th year of service	70,934
7th year of service	72,235
8th year of service	73,534
9th year of service	74,835
10th year of service	76,136
11th year of service	77,433
12th year of service	78,733
13th year of service	80,033
14th year of service	81,331
15th year of service	82,632

B. This determination comes into operation from 1 July 2019. In accordance with s.166(5) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2019.

PRESIDENT

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