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<p><b>Part 1—Application and Operation</b></p> <p><b>1. Title</b></p> <p>This award is the <i>Air Pilots Award 2010</i>.</p> <p><b>2. Commencement and transitional</b></p> <p><b>2.1</b> This award commences on 1 January 2010.</p> <p><b>2.2</b> 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.</p> <p><b>2.3</b> 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:</p> <ul style="list-style-type: none"> <li>• minimum wages and piecework rates</li> <li>• casual or part-time loadings</li> <li>• Saturday, Sunday, public holiday, evening or other penalties</li> <li>• shift allowances/penalties.</li> </ul> <p><b>2.4</b> Neither the making of this award nor the operation of any transitional</p>	<p><b>Part 1—Application and Operation of this Award</b></p> <p><b>1. Title and commencement</b></p> <p><b>1.1</b> This award is the <i>Air Pilots Award 2016</i>.</p> <p><b>1.2</b> This modern award, as varied, commenced operation on 1 January 2010.</p> <p><b>1.3</b> Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>References to transitional arrangements removed - obsolete</i></p>

<p>arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><b>2.5</b> The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p><b>2.6</b> The Fair Work Commission may review the transitional arrangements:</p> <ul style="list-style-type: none"> <li>(a) on its own initiative; or</li> <li>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</li> <li>(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</li> <li>(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.</li> </ul>	
<p><b>3. Definitions and interpretation</b></p> <p><b>3.1</b> In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>addition to salary</b> means a payment in addition to the pilot's minimum salary, which is regarded as salary for all purposes as if part of salary, other than the payment of commission for aerial application operations</p> <p><b>aerial application</b> means a flight for the purpose of applying application material, including any flight in support of such operations such as inspection of a work area, pilot training or checking, training of another crew member, travel from a landing area to a work area and back, carriage of a passenger as permitted by CASA regulations, or preparation for any of the above activities. Aerial application includes all operations previously called agricultural operations.</p>	<p><b>2. Definitions</b></p> <p>In this award, unless the contrary intention appears:</p> <p><b>Act</b> means the <i>Fair Work Act 2009</i> (Cth)</p> <p><b>addition to salary</b> means a payment in addition to the pilot's minimum salary, which is regarded as salary for all purposes as if part of salary, other than the payment of commission for aerial application operations</p> <p><b>aerial application</b> means a flight for the purpose of applying application material, including any flight in support of such operations such as inspection of a work area, pilot training or checking, training of another crew member, travel from a landing area to a work area and back, carriage of a passenger as permitted by CASA regulations, or preparation for any of the above activities. Aerial application includes all operations previously called agricultural operations.</p>

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

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

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

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

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

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

**CAR** means Civil Aviation Regulations

**CASA** means Civil Aviation Safety Authority

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

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

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

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

**default fund employee** means an employee who has no chosen fund

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

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

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

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

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

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

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

**exempt public sector superannuation scheme** has the meaning given by

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)

**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)

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

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

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

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

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

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

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

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

the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

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

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

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

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

**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

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

instruction

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

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

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

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

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

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

**permanent transfer** means the transfer of a pilot from home base to a

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

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

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

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

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

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

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

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

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

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

new home base for a period of 180 calendar days or more

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

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

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

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

**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

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

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

**URTI** means upper respiratory tract infection

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

**standard rate** means the minimum salary for a Captain single engine UTBNI 1360 kg in A.1.1 divided by 52

**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

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

**URTI** means upper respiratory tract infection

*Definitions relating to transitional instruments removed - obsolete*



<p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.2</b> Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p><b>4. Coverage</b></p> <p><b>4.1</b> This award covers employers throughout Australia of air pilots and those employees.</p> <p><b>4.2</b> The award does not cover an employee covered by an industry award that contains pilot classifications or an employee excluded from award coverage by the Act.</p> <p><b>4.3</b> The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.4</b> 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 <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p><b>4.5</b> 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.</p> <p><b>4.6</b> Subject to clause 4.1 where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>	<p><b>4. Coverage</b></p> <p><b>4.1</b> This occupational award covers employers throughout Australia of air pilots and those employees who are engaged in the air pilots industry in respect of work by their employees in the classifications listed in clause 18—Minimum wages to the exclusion of any other modern award.</p> <p><b>4.2</b> The award does not cover:</p> <ul style="list-style-type: none"> <li>(a) an employee covered by an industry award that contains pilot classifications or an employee excluded from award coverage by the Act.</li> <li>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</li> <li>(c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</li> </ul> <p><b>4.3</b> This award covers any employer which supplies on-hire employees in classifications set out in clause 11—Classifications and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.</p> <p><b>4.4</b> Subject to clause 4.1, where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>

<p><b>5. Access to the award and the National Employment Standards</b></p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p><b>6. The National Employment Standards and this award</b></p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p><b>3. The National Employment Standards and this award</b></p> <p><b>3.1</b> The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>...</p> <p><b>3.3</b> The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>5. Effect of variations made by the Fair Work Commission</b></p> <p>A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>
<p><b>7. Award flexibility</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>6. Award flexibility for individual arrangements</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>8. Facilitative provisions</b></p> <p><b>8.1 Facilitative provisions</b></p> <p>(a) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it.</p> <p>(b) The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by an award.</p> <p>(c) Where agreement is reached with the majority of employees in the workplace or part of it to implement a facilitative provision that requires agreement between the employer and majority of employees in the workplace or part of it, that agreement binds all such employees.</p>	<p><b>7. Facilitative provisions for flexible working arrangements</b></p> <p><b>7.1 Facilitative provisions</b></p> <p>(a) This award contains facilitative provisions that allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it.</p> <p>(b) The specific award provisions establish both the standard award condition and the framework within which agreement can be reached as to how particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by an award.</p> <p>(c) Where agreement is reached with the majority of employees in the workplace or part of it to implement a facilitative provision that requires agreement between the employer and majority of employees in the workplace or part of it, that agreement binds all such employees.</p>

<p><b>8.2</b> An employee or employees may nominate a representative to meet and confer with the employer under this clause.</p> <p><b>8.3</b> If any dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in this award.</p>	<p><b>7.2</b> An employee or employees may nominate a representative to meet and confer with the employer under this clause.</p> <p><b>7.3</b> If any dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in this award.</p> <p><b>7.4</b> Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1131 406 2110 1193"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>15.4</td> <td>Maximum flying times</td> <td>An individual or the majority of employees</td> </tr> <tr> <td>15.5</td> <td>One or two pilot operation</td> <td>An individual or the majority of employees</td> </tr> <tr> <td>15.6</td> <td>Reserve time</td> <td>An individual or the majority of employees</td> </tr> <tr> <td>15.7</td> <td>Periods of duty</td> <td>An individual or the majority of employees</td> </tr> <tr> <td>15.8</td> <td>Periods of free duty</td> <td>An individual or the majority of employees</td> </tr> <tr> <td>23.6</td> <td>When payment will be made for annual leave</td> <td>An individual</td> </tr> <tr> <td>23.7(a)</td> <td>Recall of pilot from annual leave</td> <td>An individual</td> </tr> <tr> <td>C.5.2</td> <td>Annual leave – payment</td> <td>An individual</td> </tr> <tr> <td>D.5.5(a)(iii)</td> <td>Duty/flight time</td> <td>An individual</td> </tr> <tr> <td>D.5.5(b)(vi)</td> <td>Multiple day tours</td> <td>An individual</td> </tr> <tr> <td>D.6.5(e)</td> <td>E.6.5 Hours of duty</td> <td>A majority of employees</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	15.4	Maximum flying times	An individual or the majority of employees	15.5	One or two pilot operation	An individual or the majority of employees	15.6	Reserve time	An individual or the majority of employees	15.7	Periods of duty	An individual or the majority of employees	15.8	Periods of free duty	An individual or the majority of employees	23.6	When payment will be made for annual leave	An individual	23.7(a)	Recall of pilot from annual leave	An individual	C.5.2	Annual leave – payment	An individual	D.5.5(a)(iii)	Duty/flight time	An individual	D.5.5(b)(vi)	Multiple day tours	An individual	D.6.5(e)	E.6.5 Hours of duty	A majority of employees
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D.5.5(a)(iii)	Duty/flight time	An individual																																			
D.5.5(b)(vi)	Multiple day tours	An individual																																			
D.6.5(e)	E.6.5 Hours of duty	A majority of employees																																			
<p><b>8.4 Aerial application operations</b></p> <p>(a) This clause applies only to aerial application operations.</p> <p>(b) Where the employer or its pilots wish to make an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process will apply:</p>	<p><b>7.5 Aerial application operations</b></p> <p>(a) Clause 7.5 applies only to aerial application operations.</p> <p>(b) Where the employer or its pilots wish to make an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process will apply:</p>																																				

<p>(i) a consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established; or</p> <p>(ii) for the purposes of the consultative process, the pilots may nominate any person to represent them.</p>	<p>(i) a consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established; or</p> <p>(ii) for the purposes of the consultative process, the pilots may nominate any person to represent them.</p>
<p><b>Part 2—Consultation and Dispute Resolution</b></p> <p><b>9. Consultation</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>Part 6—Consultation and Dispute Resolution</b></p> <p><b>28. Consultation</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>10. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p><b>29. Dispute resolution</b></p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p><b>Part 3—Types of Employment and Termination of Employment</b></p> <p><b>11. Types of employment</b></p> <p><b>11.1</b> Pilots under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p><b>11.2</b> 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. The employer will also advise the pilot about the duration of any probation period, which will not be greater than six months.</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>8. Types of employment</b></p> <p><b>8.1</b> Pilots under this award will be employed in one of the following categories:</p> <p>(a) full-time;</p> <p>(b) part-time; or</p> <p>(c) casual.</p> <p><b>8.2</b> 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. The employer will also advise the pilot about the duration of any probation period, which will not be greater than six months.</p>
<p><b>11.3 Casual employment</b></p> <p>(a) This clause does not apply to employees engaged in aerial application operations.</p> <p>(b) A casual pilot will be paid per flying hour at the rate of 1/800th of the annual salary prescribed for the class of work performed (including additions to salary).</p>	<p><b>9. Casual employment</b></p> <p><b>9.1</b> This clause does not apply to employees engaged in aerial application operations.</p> <p><b>9.2</b> A casual pilot will be paid per flying hour at the rate of 1/800th of the annual salary prescribed for the class of work performed (including additions to salary).</p>

<p>(c) A casual pilot will be paid in addition to the amount in clause 11.3(b) an amount of 25% for each hour. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.</p> <p>(d) Casual pilots must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly in accordance with usual payment methods for full-time employees.</p> <p>(e) On each occasion a casual pilot is required to attend work the pilot is entitled to minimum payment as follows:</p> <p>(i) for a period of duty (including rostered stand-by) of four hours or less, a minimum payment of two hours; and</p> <p>(ii) for a period of duty (including rostered stand-by) exceeding four hours, a minimum of four hours.</p> <p>(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.</p>	<p><b>9.3</b> A casual pilot will be paid an amount of <b>25%</b> for each hour in addition to the amount in clause 9.2. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.</p> <p><b>9.4</b> Casual pilots must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly in accordance with usual payment methods for full-time employees.</p> <p><b>9.5</b> <b>Minimum payments</b></p> <p>(a) A casual pilot is entitled to the following minimum payment on each occasion they are required to attend work:</p> <p>(i) for a period of duty (including rostered stand-by) of four hours or less, a minimum payment of two hours; and</p> <p>(ii) for a period of duty (including rostered stand-by) exceeding four hours, a minimum of four hours.</p> <p>(b) Where actual flight time exceeds the minimum shift payments detailed in clause 9.5, payment is to be calculated for each flying hour or part thereof.</p>
<p><b>11.4</b> <b>Part-time employment</b></p> <p>(a) An employer may employ part-time pilots in any classification in this award.</p> <p>(b) A part-time pilot is a pilot who is engaged to perform less than the full-time hours at the workplace on a reasonably predictable basis.</p> <p>(c) Part-time pilots are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.</p> <p>(d) At the time of engagement the employer and the part-time pilot will agree in writing, on a pattern of work and which days of the week the pilot will work.</p> <p>(e) Any agreed variation to the regular pattern of work will be recorded in writing.</p> <p>(f) An employer is required to roster a part-time pilot for a minimum of</p>	<p><b>10.</b> <b>Part-time employment</b></p> <p><b>10.1</b> An employer may employ part-time pilots in any classification in this award.</p> <p><b>10.2</b> A part-time pilot is a pilot who is engaged to perform less than the full-time hours at the workplace on a reasonably predictable basis.</p> <p><b>10.3</b> Part-time pilots are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.</p> <p><b>10.4</b> At the time of engagement the employer and the part-time pilot will agree in writing, on a pattern of work and which days of the week the pilot will work.</p> <p><b>10.5</b> Any agreed variation to the regular pattern of work will be recorded in writing.</p> <p><b>10.6</b> An employer is required to roster a part-time pilot for a minimum of two</p>

<p>two consecutive flying hours.</p> <p>(g) 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 clause 11.3.</p>	<p>consecutive flying hours.</p> <p>10.7 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 clause 9.</p>
<p><b>12. Termination of employment</b></p> <p><i>Provision not reproduced - no change</i></p> <p><b>12.3 Job search entitlement</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>Part 7—Termination of Employment and Redundancy</b></p> <p><b>30. Termination of employment</b></p> <p><i>Provision not reproduced</i></p> <p><i>Clause 12.3 and 13.4 moved to clause 34</i></p>
<p><b>13. Redundancy</b></p> <p><i>Provision not reproduced - no change</i></p>	<p><b>31. Redundancy</b></p> <p><b>32. Transfer to lower paid job on redundancy</b></p> <p><b>33. Employee leaving during redundancy notice period</b></p> <p><b>34. Job search entitlement</b></p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p>
<p><b>13.5 Transitional provisions – NAPSA employees</b></p> <p><b>13.6 Transitional provisions – Division 2B State employees</b></p>	<p><i>Provisions removed - obsolete</i></p>
<p><b>Part 4—Minimum Wages and Related Matters</b></p> <p><b>14. Classifications</b></p> <p>All employees covered by this award must be classified according to the applicable structure as set out in the relevant schedule.</p> <p>(a) <b>Airlines/General aviation</b></p> <p>See Schedule B</p> <p>(b) <b>Regional airlines</b></p> <p>See Schedule C</p>	<p><b>Part 2—Types of Employment and Classifications</b></p> <p><b>11. Classifications</b></p> <p><b>11.1</b> All employees covered by this award must be classified according to the applicable structure as set out in the relevant schedules:</p> <p>(a) <b>Airlines/General aviation</b></p> <p>See Schedule A</p> <p>(b) <b>Regional airlines</b></p> <p>See Schedule B</p>

<p>(c) <b>Aerial application operations</b> See Schedule D</p> <p>(d) <b>Helicopter operations</b> See Schedule E</p> <p><b>14.2</b> Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p><b>14.3</b> The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>	<p>(c) <b>Aerial application operations</b> See Schedule C</p> <p>(d) <b>Helicopter operations</b> See Schedule D</p> <p><b>11.2</b> Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p><b>11.3</b> The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>
<p><b>15. Change of pilot category/classification</b></p> <p><b>15.1 Temporary</b></p> <p>(a) An employer may require a pilot to carry out flying duties of a different category or classification either within the pilot's home base or at a temporary transfer base.</p> <p>(b) If the relief or temporary transfer involves flying duties of a category or classification attracting a higher level of remuneration and/or employment benefit, the pilot will be paid for all such duties at the applicable higher rate and benefit appropriate to the pilots period of service with the employer for a minimum of one week. Except as stated in clause 15.1(c), the remuneration rate and benefits will return to the pilots normal rate at the expiry of the relief/transfer or one week, whichever is the latter.</p> <p>(c) Should a period or periods of flying in a category or classification attracting a higher level of remuneration and/or benefits exceed 90 days in the aggregate in any 12 month period standing alone, excluding a period spent relieving another pilot on long service leave, the pilot will be paid at the higher rate of remuneration and benefit for 12 months.</p> <p>(d) If, during a relief or temporary transfer a pilot is required to carry out flying duties in a category or classification attracting a lower level of remuneration the pilot will continue on the existing salary scale.</p>	<p><b>12. Change of pilot category/classification</b></p> <p><b>12.1 Temporary</b></p> <p>(a) An employer may require a pilot to carry out flying duties of a different category or classification either within the pilot's home base or at a temporary transfer base.</p> <p>(b) If the relief or temporary transfer involves flying duties of a category or classification attracting a higher level of remuneration and/or employment benefit, the pilot will be paid for all such duties at the applicable higher rate and benefit appropriate to the pilot's period of service with the employer for a minimum of one week. Except as stated in clause 12.1(c), the remuneration rate and benefits will return to the pilot's normal rate at the expiry of the relief/transfer or one week, whichever is the latter.</p> <p>(c) Should a period or periods of flying in a category or classification attracting a higher level of remuneration and/or benefits exceed 90 days in the aggregate in any 12 month period standing alone, excluding a period spent relieving another pilot on long service leave, the pilot will be paid at the higher rate of remuneration and benefit for 12 months.</p> <p>(d) If, during a relief or temporary transfer a pilot is required to carry out flying duties in a category or classification attracting a lower level of remuneration the pilot will continue on the existing salary scale.</p>

<p><b>15.2 Permanent</b></p> <p>(a) On a change of category or classification of work, years of service with the employer will determine the incremental level in the new category or classification of work.</p> <p>(b) On promotion to a different category or classification of work attracting a higher remuneration, the pilot will maintain their existing salary until proficient in the new category or classification.</p> <p>(c) <b>Transfer to lower paid duties</b> 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.</p> <table border="1" data-bbox="268 571 1041 798"> <thead> <tr> <th>Period of service</th> <th>Minimum notice</th> </tr> </thead> <tbody> <tr> <td>Under 1 year continuous service</td> <td>3 weeks</td> </tr> <tr> <td>Over 1 year but under 3 years continuous service</td> <td>6 weeks</td> </tr> <tr> <td>Over 3 years continuous service</td> <td>8 weeks</td> </tr> </tbody> </table>	Period of service	Minimum notice	Under 1 year continuous service	3 weeks	Over 1 year but under 3 years continuous service	6 weeks	Over 3 years continuous service	8 weeks	<p><b>12.2 Permanent</b></p> <p>(a) On a change of category or classification of work, years of service with the employer will determine the incremental level in the new category or classification of work.</p> <p>(b) On promotion to a different category or classification of work attracting a higher remuneration, the pilot will maintain their existing salary until proficient in the new category or classification.</p> <p>(c) <b>Transfer to lower paid duties</b> If a pilot is transferred to lower paid duties by reason of reduction of establishment or phase out or withdrawal of aircraft type, the pilot will be given the following minimum notice or paid at the existing salary rate for the notice specified below:</p> <table border="1" data-bbox="1288 571 2101 798"> <thead> <tr> <th>Period of service</th> <th>Minimum notice</th> </tr> </thead> <tbody> <tr> <td>Under 1 year continuous service</td> <td>3 weeks</td> </tr> <tr> <td>Over 1 year but under 3 years' continuous service</td> <td>6 weeks</td> </tr> <tr> <td>Over 3 years' continuous service</td> <td>8 weeks</td> </tr> </tbody> </table>	Period of service	Minimum notice	Under 1 year continuous service	3 weeks	Over 1 year but under 3 years' continuous service	6 weeks	Over 3 years' continuous service	8 weeks
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Over 3 years' continuous service	8 weeks																
<p><b>16. Training—classifications</b></p> <p><b>16.1</b> This clause does not apply to employees engaged in aerial application operations.</p> <p><b>16.2</b> Where the employer requires a pilot to reach and maintain minimum qualifications for a particular aircraft type in accordance with this award, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer.</p> <p><b>16.3</b> 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.</p> <p><b>16.4</b> Where a pilot fails the second check in clause 16.3, the pilot may, where practicable, be reclassified to the previous or a mutually agreed equivalent position.</p> <p><b>16.5</b> Where employment commences under this award the pilot's service required to be undertaken by the prospective employer, prior to commencing employment, during training period will be recognised and any training required to be conducted at the employee's cost will be reimbursed to the pilot.</p>	<p><b>13. Training—classifications</b></p> <p><b>13.1</b> This clause does not apply to employees engaged in aerial application operations.</p> <p><b>13.2</b> Where the employer requires a pilot to reach and maintain minimum qualifications for a particular aircraft type in accordance with this award, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer.</p> <p><b>13.3</b> 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.</p> <p><b>13.4</b> Where a pilot fails the second check in clause 13.3, the pilot may, where practicable, be reclassified to the previous or a mutually agreed equivalent position.</p> <p><b>13.5</b> Where employment commences under this award the pilot's service required to be undertaken by the prospective employer, prior to commencing employment, during training period will be recognised and any training required to be conducted at the employee's cost will be reimbursed to the pilot.</p>																



<p><b>17. Transfers</b></p> <p><b>17.1 Permanent</b></p> <p>(a) A pilot who is permanently transferred to another base at the direction of 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.</p> <p>(b) A pilot transferred to a new home base will be reimbursed the costs of appropriate accommodation until the pilot has obtained suitable permanent accommodation. The provision of the reimbursement will be limited to a period of up to two weeks.</p> <p>(c) A pilot will be given no less than 56 days written notice by their employer of an intended permanent transfer, provided that within this period the pilot will be given at least 28 days written notice of the actual date of transfer.</p> <p>(d) The pilot and the employer may mutually agree in a specific case that a shorter period of time represents adequate notice.</p> <p>(e) Where a pilot is permanently transferred they will be granted upon arrival at their new base such period of time, as they require up to a maximum of five days, free of all duty to attend to personal matters arising from them being so transferred.</p> <p>(f) Duty-free days prescribed by this award will not be used to meet the requirements of this clause.</p>	<p><b>14. Transfers</b></p> <p><b>14.1 Permanent</b></p> <p>(a) A pilot will be given no less than 56 days written notice by their employer of an intended permanent transfer, provided that within this period the pilot will be given at least 28 days written notice of the actual date of transfer.</p> <p>(b) The pilot and the employer may mutually agree in a specific case that a shorter period of time represents adequate notice.</p> <p>(c) Where a pilot is permanently transferred they will be granted upon arrival at their new base such period of time, as they require up to a maximum of five days, free of all duty to attend to personal matters arising from them being so transferred.</p> <p>(d) Duty-free days prescribed by this award will not be used to meet the requirements of this clause.</p> <p>(e) A pilot who is permanently transferred to another base at the direction of 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.</p> <p>(f) A pilot transferred to a new home base will be reimbursed the costs of appropriate accommodation until the pilot has obtained suitable permanent accommodation. The provision of the reimbursement will be limited to a period of up to two weeks.</p>
<p><b>17.2 Temporary</b></p> <p>(a) A pilot who is to be sent on a temporary transfer at the direction of the employer will be notified as soon as possible in advance, but unless the pilot 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.</p> <p>(b) A pilot whose child is due to be born will wherever possible, not be required by their employer to transfer away from the pilot's home</p>	<p><b>14.2 Temporary</b></p> <p>(a) A pilot who is to be sent on a temporary transfer at the direction of the employer will be notified as soon as possible in advance, but unless the pilot 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 the transfer.</p> <p>(b) A pilot whose child is due to be born will wherever possible, not be required by their employer to transfer away from the pilot's home</p>

<p>base during the two week period immediately preceding the anticipated confinement of their spouse or de facto partner and during the two-week period immediately following the birth of the child.</p> <p>(c) 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.</p> <p>(d) Until such time as agreed alternative accommodation becomes available the provisions of clause 19.8 will apply to a pilot on temporary transfer. The cost of such agreed alternative accommodation will be reimbursed to the pilot.</p> <p>(e) Clause 17.2(e) does not apply to employees engaged in aerial application operations. Where the temporary transfer is to be for a period in excess of 28 days the employer will reimburse the cost of travel for the pilot's spouse or de facto partner and each dependent child as defined to join the pilot when the agreed alternative accommodation is occupied by the pilot. 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 or de facto partner and each dependent child.</p> <p>(f) In the case of a temporary transfer a pilot will be reimbursed any actual reasonable personal expense to which the pilot incurred as a result of such transfer away from the pilot's home base.</p> <p>(g) 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.</p>	<p>base during the two week period immediately preceding the anticipated confinement of their spouse or de facto partner and during the two-week period immediately following the birth of the child.</p> <p>(c) 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.</p> <p>(d) Until such time as agreed alternative accommodation becomes available the provisions of clause 20.3(a) will apply to a pilot on temporary transfer. The cost of such agreed alternative accommodation will be reimbursed to the pilot.</p> <p>(e) Clause 14.2(e) does not apply to employees engaged in aerial application operations. Where the temporary transfer is to be for a period in excess of 28 days the employer will reimburse the cost of travel for the pilot's spouse or de facto partner and each dependent child, as defined, to join the pilot when the agreed alternative accommodation is occupied by the pilot. Where agreed, if alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days, the pilot will be entitled to reimbursement of the travel and accommodation costs of the pilot's spouse or de facto partner and each dependent child.</p> <p>(f) In the case of a temporary transfer a pilot will be reimbursed any actual reasonable personal expense to which the pilot incurred as a result of the transfer away from the pilot's home base.</p> <p>(g) 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.</p>
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<p><b>18. Minimum wages</b></p> <p><b>18.1 Airline/General aviation</b> See Schedule B</p> <p><b>18.2 Regional airlines</b> See Schedule C</p> <p><b>18.3 Aerial application operations</b> See Schedule D</p> <p><b>18.4 Helicopter operations</b> See Schedule E</p>	<p><b>Part 4—Wages and Allowances</b></p> <p><b>18. Minimum wages</b></p> <p><b>18.1 Airline/General aviation</b> See Schedule A</p> <p><b>18.2 Regional airlines</b> See Schedule B</p> <p><b>18.3 Aerial application operations</b> See Schedule C</p> <p><b>18.4 Helicopter operations</b> See Schedule D</p>
<p><b>19. Allowances</b></p> <p><i>Clause inserted - proposed new provision</i></p>	<p><b>20. Allowances</b></p> <p><b>20.1</b> Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule F for a summary of monetary allowances and method of adjustment.</p>
<p><b>19.1 Provision of transport and travel</b></p> <p>(a) This clause does not apply to pilots employed by regional airlines.</p> <p>(b) A pilot when required by their employer:</p> <p>(i) to undertake any travel in the course of their employment;</p> <p>(ii) when required by their employer or CASA, subject to the employer’s prior approval, to undertake any travel for the purposes of any training or certification, or</p> <p>(iii) for any other reason in the course of their employment,</p> <p>will be provided with travel for all such duty travel at no expense to the pilot.</p> <p>(c) Where an employer requires a pilot to layover the employer will</p>	<p><b>20.3 Expense related allowances</b></p> <p>(b) <b>Provision of transport and travel</b></p> <p>(i) Clause 20.3(b) does not apply to pilots employed by regional airlines.</p> <p>(ii) A pilot when required by their employer:</p> <ul style="list-style-type: none"> <li>• to undertake any travel in the course of their employment;</li> <li>• when required by their employer or CASA, subject to the employer’s prior approval, to undertake any travel for the purposes of any training or certification, or</li> <li>• for any other reason in the course of their employment,</li> </ul> <p>will be provided with travel for all such duty travel at no</p>

<p>provide accommodation and travel at no cost to the pilot and be confirmed prior to departure from home base, or in aerial application operations, at the earliest practicable time or as otherwise agreed between the pilot and employer.</p> <p>(d) Where any travel undertaken involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with the provision of clause 19.8.</p> <p>(e) Where a pilot has their employer's prior approval to use their own car in the performance of their duties the pilot will be paid at the rate of \$0.78 per kilometre.</p>	<p>expense to the pilot.</p> <p>(iii) Where an employer requires a pilot to layover the employer will provide accommodation and travel at no cost to the pilot. The accommodation and travel will be confirmed prior to departure from home base, or in aerial application operations, at the earliest practicable time or as otherwise agreed between the pilot and employer.</p> <p>(iv) Where any travel undertaken involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with the provision of clause 20.3(a).</p> <p>(v) Where a pilot has their employer's prior approval to use their own car in the performance of their duties the pilot will be paid at the rate of <b>\$0.78</b> per kilometre.</p>
<p><b>19.2 Engineering and other duties allowances</b></p> <p>(a) This clause does not apply to employees engaged in aerial application operations.</p> <p>(b) 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 9.9% of the standard rate for each such inspection.</p> <p>(c) A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid 5% of the standard rate for each hour or part thereof whilst so engaged in addition to all other entitlements.</p> <p>(d) In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid 12% of the standard rate for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.</p> <p>(e) Nothing in this clause will be construed to remove the obligations of a pilot to supervise the loading and/or unloading of their aircraft.</p>	<p><b>20.2 Wage related allowances</b></p> <p>(a) <b>Engineering and other duties allowances</b></p> <p>(i) This clause does not apply to employees engaged in aerial application operations.</p> <p>(ii) In addition to all other entitlements, a pilot with approval to carry out 50 hourly inspections who, in circumstances determined by the pilot's employer is required to act on that approval, will be paid an allowance of <b>\$75.76</b> per inspection.</p> <p>(iii) A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid an allowance of <b>\$38.26</b> for each hour or part thereof whilst so engaged in addition to all other entitlements.</p> <p>(iv) In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid an allowance of <b>\$91.83</b> for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.</p>

<p><b>19.3 Night operations</b></p> <p>(a) This clause does not apply to employees engaged in aerial application operations.</p> <p>(b) Pilots must be paid a personal inconvenience allowance of 1.8% of the standard rate for each night operation flown.</p>	<p>(v) Nothing in this clause will be construed to remove the obligations of a pilot to supervise the loading and/or unloading of their aircraft.</p> <p><b>(b) Night operations</b></p> <p>(i) This clause does not apply to employees engaged in aerial application operations.</p> <p>(ii) Pilots must be paid a personal inconvenience allowance of <b>\$13.77</b> per night operation flown.</p>
<p><b>19.4 Loss of licence allowance</b></p> <p>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 \$1695.00 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the first date for payment of salary after production by the pilot of proof of payment.</p>	<p><b>20.3 Expense related allowances</b></p> <p><b>(c) Loss of licence allowance</b></p> <p>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 <b>\$1695.00</b> to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the first date for payment of salary after production by the pilot of proof of payment.</p>
<p><b>19.5 Overseas duty</b></p> <p>(a) 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 3.9% of the standard rate on each occasion.</p> <p>(b) The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the pilot. 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.</p> <p>(c) Passport and vaccination expenses incurred by a pilot to operate overseas will be reimbursed by the employer.</p>	<p><b>20.2 Wage related allowances</b></p> <p><b>(d) Overseas duty</b></p> <p>(i) 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 <b>\$29.84</b> per occasion.</p> <p>(ii) The employer will also be responsible for the provision and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the pilot. These items will include but not necessarily be limited to:</p> <ul style="list-style-type: none"> <li>• the requisite customs and entry documentation;</li> <li>• accommodation, adequate currency or credit cards valid in the ports to be visited; and</li> <li>• letters of introduction or similar documentation to facilitate assistance from Australian diplomatic consular representatives or appropriate neutral representatives.</li> </ul> <p>(iii) Passport and vaccination expenses incurred by a pilot to operate overseas will be reimbursed by the employer.</p>

<p><b>19.6 Telephone allowance</b></p> <p>(a) 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 (in the case of aerial application operations, only half the rental) and the cost of all business calls. This provision will operate only in respect of one installation per pilot at any one base. The provision of a mobile telephone will satisfy this requirement.</p> <p>(b) 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 full-time or part-time pilots, 50% of rental costs.</p> <p><b>19.7 Uniform or protective clothing</b></p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p><b>20.3 Expense related allowances</b></p> <p><b>(d) Telephone allowance</b></p> <p>(i) 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 (in the case of aerial application operations, only half the rental) and the cost of all business calls. This provision will operate only in respect of one installation per pilot at any one base. The provision of a mobile telephone will satisfy this requirement.</p> <p>(ii) 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 full-time or part-time pilots, <b>50%</b> of rental costs.</p> <p><b>(e) Uniform or protective clothing</b></p> <p>(i) Clause 20.3(e) does not apply to employees engaged in aerial application operations or in cases where the employer provides a uniform and/or protective clothing and equipment.</p> <p>(ii) Where an employer requires a uniform to be worn on duty but does not provide one, the employer will pay an allowance of <b>\$277.55</b>, payable upon employment and annually.</p> <p>(iii) Where the employer does not require a uniform, an allowance of <b>\$5.20</b> per week will be paid towards the cost of excessive wear and tear to the pilot's own clothing.</p> <p>(iv) 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.</p>
<p><b>19.8 Accommodation and meal allowance</b></p> <p>(a) This clause does not apply to pilots employed by regional airlines.</p> <p>(b) 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</p>	<p><b>20.3 Expense related allowances</b></p> <p><b>(a) Accommodation and meal allowance</b></p> <p>(i) This clause does not apply to pilots employed by regional airlines.</p>

<p>necessarily incurred in relation to accommodation and meals, in addition to an allowance of \$19.10 per night. The additional allowance does not apply in the case of a temporary transfer from home base.</p> <p>(c) 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 clause 19.8(b), a hardlying allowance of \$84.71.</p> <p>(d) Where the employer and pilot agree, an allowance of \$121.64 may be paid instead of the allowance in clauses 19.8(b) and 19.8(c).</p> <p>(e) 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:</p> <table border="1" data-bbox="268 654 739 941"> <thead> <tr> <th></th> <th style="text-align: right;">Allowance</th> </tr> <tr> <th></th> <th style="text-align: right;">\$</th> </tr> </thead> <tbody> <tr> <td>0630–0800 hours</td> <td style="text-align: right;">25.77</td> </tr> <tr> <td>1200–1330 hours</td> <td style="text-align: right;">28.88</td> </tr> <tr> <td>1800–2000 hours</td> <td style="text-align: right;">49.65</td> </tr> <tr> <td>Incidentals</td> <td style="text-align: right;">19.10</td> </tr> </tbody> </table> <p>(f) For each night or part thereof when a pilot is required to camp out, a pilot will be paid \$93.12 camping out allowance. The allowance payable under this clause is instead of all other allowances in this clause.</p>		Allowance		\$	0630–0800 hours	25.77	1200–1330 hours	28.88	1800–2000 hours	49.65	Incidentals	19.10	<p>(ii) When a pilot is required in the course of employment to layover from the pilot’s home base, all costs necessarily incurred in relation to accommodation and meals will be reimbursed, in addition to an allowance of <b>\$19.10</b> per night. The additional allowance does not apply in the case of a temporary transfer from home base.</p> <p>(iii) 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 clause 20.3(a)(ii), a hardlying allowance of <b>\$84.71</b>.</p> <p>(iv) Where the employer and pilot agree, an allowance of <b>\$121.64</b> may be paid instead of the allowance in clauses 20.3(a)(ii) and 20.3(a)(iii).</p> <p>(v) 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:</p> <table border="1" data-bbox="1366 798 2105 1037"> <thead> <tr> <th></th> <th style="text-align: right;">\$ per meal</th> </tr> </thead> <tbody> <tr> <td>0630–0800 hours</td> <td style="text-align: right;">25.77</td> </tr> <tr> <td>1200–1330 hours</td> <td style="text-align: right;">28.88</td> </tr> <tr> <td>1800–2000 hours</td> <td style="text-align: right;">49.65</td> </tr> <tr> <td>Incidentals</td> <td style="text-align: right;">19.10</td> </tr> </tbody> </table> <p>(vi) For each night or part thereof when a pilot is required to camp out, a pilot will be paid <b>\$93.12</b> camping out allowance. The allowance payable under this clause is instead of all other allowances in this clause.</p>		\$ per meal	0630–0800 hours	25.77	1200–1330 hours	28.88	1800–2000 hours	49.65	Incidentals	19.10
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<p><b>19.9 Reimbursement of expenses—generally</b></p> <p>The employer must fully reimburse a pilot for all costs necessarily incurred by the pilot which are associated with the operation of the aircraft, including expenses relating to the entertainment of or assistance rendered to passengers or clients.</p>	<p><b>20.3 Expense related allowances</b></p> <p>(f) <b>Reimbursement of expenses—generally</b></p> <p>The employer must fully reimburse a pilot for all costs necessarily incurred by the pilot which are associated with the operation of the aircraft, including expenses relating to the entertainment of or assistance rendered to passengers or clients.</p>																						

<p><b>19.10 Transport allowance</b></p> <p>(a) This clause does not apply to employees engaged in aerial application operations.</p> <p>(b) A pilot will be reimbursed an amount of \$7.40 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 clause 19.1(e).</p>	<p><b>(g) Transport allowance</b></p> <p>(i) Clause 20.3(g) does not apply to employees engaged in aerial application operations.</p> <p>(ii) A pilot will be reimbursed an amount of <b>\$7.40</b> 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 clause 20.3(b)(v).</p>
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**19.11 Adjustment of expense related allowances**

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

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

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

**Schedule F—Summary of Monetary Allowances**

**F.3 Expense-related allowances:**

**F.3.1 Adjustment of expense related allowances**

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

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Meal allowance	Take away and fast foods sub-group
Transport allowance	Transport group



<p><b>19.12 Night vision goggles</b></p> <p>(a) This subclause does not apply to pilots engaged in aerial application operations.</p> <p>(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:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;"><b>% of standard rate per annum</b></th> </tr> </thead> <tbody> <tr> <td>Single pilot command</td> <td style="text-align: center;">995.56</td> </tr> <tr> <td>Multi pilot command</td> <td style="text-align: center;">663.46</td> </tr> <tr> <td>Co-pilot</td> <td style="text-align: center;">497.33</td> </tr> </tbody> </table>		<b>% of standard rate per annum</b>	Single pilot command	995.56	Multi pilot command	663.46	Co-pilot	497.33	<p><b>20.2 Wage related allowances</b></p> <p>(c) <b>Night vision goggles</b></p> <p>(i) Clause 20.2(c) does not apply to pilots engaged in aerial application operations.</p> <p>(ii) 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:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;"><b>\$ per annum</b></th> </tr> </thead> <tbody> <tr> <td>Single pilot command</td> <td style="text-align: center;">7618.12</td> </tr> <tr> <td>Multi pilot command</td> <td style="text-align: center;">5076.86</td> </tr> <tr> <td>Co-pilot</td> <td style="text-align: center;">3805.62</td> </tr> </tbody> </table>		<b>\$ per annum</b>	Single pilot command	7618.12	Multi pilot command	5076.86	Co-pilot	3805.62
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<p><b>20. Payment of wages</b></p> <p><b>20.1 Frequency of payment</b></p> <p>(a) This clause does not apply to employees engaged in aerial application operations.</p> <p>(b) Wages must be paid weekly, fortnightly or monthly in arrears.</p> <p>(c) Wages may be paid other than by week or fortnight or month by agreement between the employer and the majority of employees affected.</p> <p>(d) Reimbursement of expense claims will be made within 21 days of lodgement.</p> <p><b>20.2 Method of payment</b></p> <p>Wages must either be paid by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.</p> <p><b>20.3</b> Where pending an investigation into an accident or incident in which a pilot has been involved (or as a result of a drug or alcohol test conducted under CASA regulations), the employer does not propose to permit the pilot to continue flying, the employer may suspend the pilot on minimum salary (including any additions to salary as defined) for a period not</p>	<p><b>19. Payment of wages</b></p> <p><b>19.1 Frequency of payment</b></p> <p>(a) This clause does not apply to employees engaged in aerial application operations.</p> <p>(b) Wages must be paid weekly, fortnightly or monthly in arrears.</p> <p>(c) Wages may be paid other than by week or fortnight or month by agreement between the employer and the majority of employees affected.</p> <p>(d) Reimbursement of expense claims will be made within 21 days of lodgement.</p> <p><b>19.2 Method of payment</b></p> <p>Wages must either be paid by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.</p> <p><b>19.3</b> If an investigation is pending into an accident or incident in which a pilot has been involved (or as a result of a drug or alcohol test conducted under CASA regulations), the employer does not propose to permit the pilot to continue flying, the employer may suspend the pilot on minimum salary (including any additions to salary as defined) for a period not exceeding 28 days and the pilot will have recourse to the dispute resolution procedure</p>																

<p>exceeding 28 days and the pilot will have recourse to the dispute resolution procedure specified in this award.</p>	<p>specified in this award.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>
<p><b>21. District allowances</b></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p><b>22. Accident pay</b></p> <p><b>22.1</b> In addition to any statutory entitlement to workers compensation a pilot will be paid make-up pay.</p> <p><b>22.2</b> The amount of make-up pay will be the difference between the workers compensation entitlement and the amount of salary plus allowances (not including commission for aerial application operations) that the pilot would have received had the pilot been at work for the period.</p> <p><b>22.3</b> The amount in clause 22.2 will not apply for the first five or aggregate of five working days of incapacity nor will it apply during any paid leave period.</p> <p><b>22.4</b> Make-up pay, where no ascertainable amount is available will be based on the average for the previous 12 months for aerial application operations and three months for all other pilots or lesser period of time which any pilot has been employed.</p> <p><b>22.5</b> Make-up pay will be payable for a maximum period or aggregate of period in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.</p> <p><b>22.6</b> Make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the pilot and the employer.</p> <p><b>22.7</b> Nothing in this clause will affect the right of an employer to terminate a pilot's employment in accordance with this award. No pilot will be terminated as a result of their having received make-up pay or as a means of avoiding make-up pay obligations.</p> <p><b>22.8</b> 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 will cease from the date of such redemption.</p>	<p><b>21. Accident pay</b></p> <p><b>21.1</b> In addition to any statutory entitlement to workers compensation a pilot will be paid make-up pay.</p> <p><b>21.2</b> The amount of make-up pay will be the difference between the workers compensation entitlement and the amount of salary plus allowances (not including commission for aerial application operations) that the pilot would have received had the pilot been at work for the period.</p> <p><b>21.3</b> The amount in clause 21.2 will not apply for the first five or aggregate of five working days of incapacity nor will it apply during any paid leave period.</p> <p><b>21.4</b> Make-up pay, where no ascertainable amount is available will be based on the average for the previous 12 months for aerial application operations and three months for all other pilots or lesser period of time which any pilot has been employed.</p> <p><b>21.5</b> Make-up pay will be payable for a maximum period or aggregate of period in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.</p> <p><b>21.6</b> Make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the pilot and the employer.</p> <p><b>21.7</b> Nothing in this clause will affect the right of an employer to terminate a pilot's employment in accordance with this award. No pilot will be terminated as a result of their having received make-up pay or as a means of avoiding make-up pay obligations.</p> <p><b>21.8</b> 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 will cease from the date of such redemption.</p>

<p><b>22.9</b> Where the pilot recovers damages from the employer or from a third party in respect of a compensable injury independent of statutory entitlements, the pilot will be liable to repay to the employer the amount of make-up pay which the pilot has received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.</p> <p><b>22.10</b> Any period spent on workers compensation will accrue for the purposes of accumulation of annual leave, personal/carer's leave and long service leave entitlements.</p>	<p><b>21.9</b> Where the pilot recovers damages from the employer or from a third party in respect of a compensable injury independent of statutory entitlements, the pilot will be liable to repay to the employer the amount of make-up pay which the pilot has received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.</p> <p><b>21.10</b> Any period spent on workers compensation will accrue for the purposes of accumulation of annual leave, personal/carer's leave and long service leave entitlements.</p>
<p><b>22.11 Accident insurance</b></p> <p>(a) An employer will provide each of their pilots with accident insurance for a death benefit of not less than \$69,807 for employees engaged in aerial application operations and \$251,305 for all other pilots over and above any entitlement available under accident compensation legislation.</p> <p>(b) The insurance benefit from clause 22.11(a) 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.</p> <p>(c) A pilot's entitlement under a superannuation scheme provided by their employer, to a death benefit of not less than an amount prescribed in clause 22.11(a) will satisfy the objective of this clause.</p> <p>(d) Should an employer's insurer reject a proposal for cover of a pilot under clause 22.11(a), 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 \$698.07 for aerial application operations and \$418.83 for all other operations.</p> <p>(e) Payment under clause 22.11(a) will be deemed to discharge the employer's obligation in this subclause.</p> <p><b>22.12 Pilot indemnity</b></p> <p>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</p>	<p><b>21.11 Accident insurance</b></p> <p>(a) An employer will provide each of their pilots with accident insurance for a death benefit of not less than <b>\$69,807</b> for employees engaged in aerial application operations and <b>\$251,305</b> for all other pilots over and above any entitlement available under accident compensation legislation.</p> <p>(b) The insurance benefit from clause 21.11(a) 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.</p> <p>(c) A pilot's entitlement under a superannuation scheme provided by their employer, to a death benefit of not less than an amount prescribed in clause 21.11(a) will satisfy the objective of this clause.</p> <p>(d) Should an employer's insurer reject a proposal for cover of a pilot under clause 21.11(a), 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 <b>\$698.07</b> for aerial application operations and <b>\$418.83</b> for all other operations.</p> <p>(e) Payment under clause 21.11(a) will be deemed to discharge the employer's obligation in this subclause.</p> <p><b>21.12 Pilot indemnity</b></p> <p>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</p>

<p>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.</p>	<p>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.</p>
<p><b>23. Superannuation</b> <i>Provision not reproduced - no change</i></p>	<p><b>22. Superannuation</b> <i>Provision not reproduced - no change</i></p>
<p><b>Part 5—Hours of Work and Related Matters</b></p> <p><b>24. Hours of work, days off and rest periods</b></p> <p><b>24.1</b> Clause 24 does not apply to employees engaged in aerial application operations.</p> <p><b>24.2</b> Hours of work, days off and rest periods will be determined in accordance with the following provided that ordinary hours of work must not average more than 38 per week:</p> <ul style="list-style-type: none"> <li>(a) the regulations approved by CASA from time to time;</li> <li>(b) general or employer-specific exemptions to, or concessions under, the regulations approved by CASA from time to time; or</li> <li>(c) a Fatigue Risk Management System (FRMS) that has been developed by the employer after consultation with the affected pilots and/or their representatives and approved by CASA to apply to particular employers and employees.</li> </ul>	<p><b>Part 3—Hours of Work</b></p> <p><b>15. Hours of work, days off and rest periods</b></p> <p><b>15.1</b> Clause 15 does not apply to employees engaged in aerial application operations.</p> <p><b>15.2</b> Hours of work, days off and rest periods will be determined in accordance with the following provided that ordinary hours of work must not average more than 38 per week:</p> <ul style="list-style-type: none"> <li>(a) the regulations approved by CASA from time to time;</li> <li>(b) general or employer-specific exemptions to, or concessions under, the regulations approved by CASA from time to time; or</li> <li>(c) a Fatigue Risk Management System (FRMS) that has been developed by the employer after consultation with the affected pilots and/or their representatives and approved by CASA to apply to particular employers and employees.</li> </ul>
<p><b>24.3</b> Where a pilot works in accordance with clause 24.2(a) the following provisions will apply.</p> <ul style="list-style-type: none"> <li>(a) A pilot will not fly and the employer will not roster the pilot to fly in excess of 100 hours in 30 consecutive days.</li> <li>(b) 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. A pilot engaged in flight instruction will not be required to</li> </ul>	<p><b>15.4</b> If a pilot works in accordance with clause 15.2(a) the following provisions will apply:</p> <ul style="list-style-type: none"> <li>(a) A pilot will not fly and the employer will not roster the pilot to fly in excess of 100 hours in 30 consecutive days.</li> <li>(b) 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.</li> </ul>

<p>exceed six hours of flight instructional flight time in any tour of duty.</p> <p>(c) The flight time in a tour of duty already commenced may be extended to the maximum prescribed by the limitations in CAO 48, CAO 48E, or an approved FRMS.</p> <p>(d) Where an extension occurs the pilot will receive a rest period on the ground of not less than:</p> <p>(i) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each 15 minutes or part thereof by which the pilot's flight time exceeded eight hours; or</p> <p>(ii) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the flight time exceeded eight hours.</p>	<p>(c) A pilot engaged in flight instruction will not be required to exceed six hours of instructional flight time in any tour of duty.</p> <p>(d) The flight time in a tour of duty already commenced may be extended to the maximum prescribed by the limitations in CAO 48, CAO 48E, or an approved FRMS.</p> <p>(e) Where an extension occurs the pilot will receive a rest period on the ground of not less than:</p> <p>(i) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each 15 minutes or part thereof by which the pilot's flight time exceeded eight hours; or</p> <p>(ii) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the flight time exceeded eight hours.</p>
<p><b>24.4 One or two pilot operation</b></p> <p>Clauses 24.5 to 24.7 apply to circumstances where an employer is operating a one or two pilot operation in accordance with clause 24.2(a).</p> <p><b>24.5 Reserve time</b></p> <p>(a) 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 11 hours.</p> <p>(b) On any day a rostered tour of duty will not be immediately preceded by or immediately followed by a period of reserve duty.</p> <p><b>24.6 Periods of duty</b></p> <p>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</p>	<p><b>15.5 One or two pilot operation</b></p> <p>Clauses 15.6 to 15.8 apply to circumstances where an employer is operating a one or two pilot operation in accordance with clause 15.2(a).</p> <p><b>15.6 Reserve time</b></p> <p>(a) 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 11 hours.</p> <p>(b) On any day a rostered tour of duty will not be immediately preceded by or immediately followed by a period of reserve duty.</p> <p><b>15.7 Periods of duty</b></p> <p>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</p>

<p>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.</p>	<p>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.</p>
<p><b>24.7 Periods free of duty</b></p> <p>(a) 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.</p> <p>(b) The employer will ensure that a pilot is rostered at least one weekend off in each 28 day cycle, where practical.</p> <p>(c) 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.</p> <p>(d) 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.</p> <p>(e) Where a tour of duty, rostered to terminate before 2200 hours on the day preceding the day or days rostered free of duty, is extended by delays so that it terminates after 2200 hours, the pilot will be regarded as having worked on a day off. In those circumstances clause 24.7(h) applies, except where a pilot receives six or more calendar days free of duty in any fortnight standing alone.</p> <p>(f) 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.</p> <p>(g) 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.</p> <p>(h) 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:</p>	<p><b>15.8 Periods free of duty</b></p> <p>(a) 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.</p> <p>(b) The employer will ensure that a pilot is rostered at least one weekend off in each 28 day cycle, where practical.</p> <p>(c) 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.</p> <p>(d) 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.</p> <p>(e) Where a tour of duty, rostered to terminate before 2200 hours on the day preceding the day or days rostered free of duty, is extended by delays so that it terminates after 2200 hours, the pilot will be regarded as having worked on a day off. In those circumstances clause 15.8(f) applies, except where a pilot receives six or more calendar days free of duty in any fortnight standing alone.</p> <p>(f) 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:</p> <ul style="list-style-type: none"> <li>• a substitute duty-free day will be arranged within a month of the day worked; and</li> <li>• the pilot will receive an additional amount of <b>\$94.89</b> per day worked.</li> </ul> <p>(g) 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.</p>

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| <ul style="list-style-type: none"> <li>(i) a substitute duty-free day will be arranged within a month of the day worked; and</li> <li>(ii) the pilot will receive an additional amount of 12.4% of the standard rate for each day worked.</li> <li>(i) 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.</li> <li>(j) A tour of duty or period of reserve time at home will be preceded by a rest period on the ground of at least: <ul style="list-style-type: none"> <li>(i) nine consecutive hours embracing the hours between 2200 and 0600 local time; or</li> <li>(ii) 10 consecutive hours.</li> </ul> </li> <li>(k) When an aircraft is scheduled to arrive at such a time that the pilots would be free of duty not later than 2200 hours local time and the aircraft is delayed beyond that time, the nine hour rest period prescribed may be commenced up to 2300 hours local time, provided the succeeding tour of duty does not exceed six hours.</li> <li>(l) An employer will not roster a pilot for a tour of duty in excess of 11 hours. Where a tour of duty has commenced it may be extended to 12 hours.</li> <li>(m) Where an extension occurs the pilot will receive a rest period on the ground of not less than: <ul style="list-style-type: none"> <li>(i) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each 15 minutes or part thereof by which the tour of duty time exceeds 11 hours; or</li> <li>(ii) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the tour of duty time exceeded 11 hours.</li> </ul> </li> <li>(n) Where a tour of duty already commenced exceeds 12 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.</li> </ul> | <ul style="list-style-type: none"> <li>(h) 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.</li> <li>(i) When a pilot on assignment away from home base is not required for duty on any rostered duty day, the day will not be deemed to be a day off.</li> <li>(j) A tour of duty or period of reserve time at home will be preceded by a rest period on the ground of at least: <ul style="list-style-type: none"> <li>(i) nine consecutive hours embracing the hours between 2200 and 0600 local time; or</li> <li>(ii) 10 consecutive hours.</li> </ul> </li> <li>(k) When an aircraft is scheduled to arrive at a time that the pilots would be free of duty not later than 2200 hours local time and the aircraft is delayed beyond that time, the nine hour rest period prescribed may be commenced up to 2300 hours local time, provided the succeeding tour of duty does not exceed six hours.</li> <li>(l) An employer will not roster a pilot for a tour of duty in excess of 11 hours. Where a tour of duty has commenced it may be extended to 12 hours.</li> <li>(m) Where an extension occurs the pilot will receive a rest period on the ground of not less than: <ul style="list-style-type: none"> <li>(i) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each 15 minutes or part thereof by which the tour of duty time exceeds 11 hours; or</li> <li>(ii) 10 consecutive hours plus one additional hour for each 15 minutes or part thereof by which the tour of duty time exceeded 11 hours.</li> </ul> </li> <li>(n) Where a tour of duty already commenced exceeds 12 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.</li> </ul> |
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<p>(o) Where a pilot has completed two consecutive tours of duty, the aggregate of which exceeds eight hours flight time or 11 hours duty time, and the intervening rest period is less than:</p> <p>(i) 12 consecutive hours embracing the hours between 2200 and 0600 local time; or</p> <p>(ii) 24 consecutive hours, if not embracing the hours between 2200 and 0600 local time,</p> <p>the pilot will have a rest period on the ground of at least 12 consecutive hours embracing the hours between 2200 and 0600 local time or 24 consecutive hours, prior to commencing a further tour of duty.</p> <p>(p) When an aircraft is scheduled to arrive at such a time that the pilot would be free of duty not later than 2200 hours local time and the aircraft is delayed beyond that time, the 12 hour rest period may be commenced up to 2300 hours provided that the succeeding tour of duty does not exceed six hours.</p> <p>(q) A pilot will not commence a flight and an employer will not roster the pilot for a flight unless during the seven day 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.</p> <p>(r) 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.</p>	<p>(o) Where a pilot has completed two consecutive tours of duty, the aggregate of which exceeds eight hours flight time or 11 hours duty time, and the intervening rest period is less than:</p> <p>(i) 12 consecutive hours embracing the hours between 2200 and 0600 local time; or</p> <p>(ii) 24 consecutive hours, if not embracing the hours between 2200 and 0600 local time,</p> <p>the pilot will have a rest period on the ground of at least 12 consecutive hours embracing the hours between 2200 and 0600 local time or 24 consecutive hours, prior to commencing a further tour of duty.</p> <p>(p) When an aircraft is scheduled to arrive at such a time that the pilot would be free of duty not later than 2200 hours local time and the aircraft is delayed beyond that time, the 12 hour rest period may be commenced up to 2300 hours provided that the succeeding tour of duty does not exceed six hours.</p> <p>(q) A pilot will not commence a flight and an employer will not roster the pilot for a flight unless during the seven day 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.</p> <p>(r) 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.</p>
<p><b>24.8 Facilitative provision</b></p> <p>Clauses 24.3 to 24.7 may be varied by agreement between the employer and a majority of the employees in the workplace or part of it.</p>	<p><b>15.3 Facilitative provision</b></p> <p>Clauses 15.4 to 15.8 may be varied by agreement between the employer and a majority of the employees in the workplace or part of it.</p>



<p><b>25. Rostering</b></p> <p><b>25.1</b> Clause 25 does not apply to employees engaged in aerial application operations.</p> <p><b>25.2</b> Rosters of pilots will be compiled to cover a minimum 14 day period and published not less than seven days prior to the commencement of the roster period.</p> <p><b>25.3</b> 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.</p> <p><b>25.4</b> A pilot's rostered duty-free days may only be altered with the consent of both parties.</p> <p><b>25.5</b> Any alterations to rosters will be advised in writing to the affected pilot(s) as early as practicable.</p> <p><b>25.6</b> A pilot must not be displaced from their rostered duty period except for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) disruptions to service;</li> <li>(b) checking and training;</li> <li>(c) cancellation of a flight; or</li> <li>(d) the pilot has insufficient hours to complete a flight.</li> </ul> <p><b>25.7</b> The employer may grant exchange of flying and/or day-to-day flights between pilots upon request of the pilots concerned, provided that a pilot's ability to complete their subsequent flying within the roster period will not be reduced as a result.</p> <p><b>25.8</b> The employer must make every endeavour to keep a pilot in their (designated) rostered duty period.</p>	<p><b>16. Rostering arrangements</b></p> <p><b>16.1</b> Clause 16 does not apply to employees engaged in aerial application operations.</p> <p><b>16.2</b> Rosters of pilots will be compiled to cover a minimum 14 day period and published not less than seven days prior to the commencement of the roster period.</p> <p><b>16.3</b> 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.</p> <p><b>16.4</b> A pilot's rostered duty-free days may only be altered with the consent of both parties.</p> <p><b>16.5</b> Subject to clause 28.2, any alterations to rosters will be advised in writing to the affected pilot(s) as early as practicable.</p> <p><b>16.6</b> A pilot must not be displaced from their rostered duty period except for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) disruptions to service;</li> <li>(b) checking and training;</li> <li>(c) cancellation of a flight; or</li> <li>(d) the pilot has insufficient hours to complete a flight.</li> </ul> <p><b>16.7</b> The employer may grant exchange of flying and/or day-to-day flights between pilots upon request of the pilots concerned, provided that a pilot's ability to complete their subsequent flying within the roster period will not be reduced as a result.</p> <p><b>16.8</b> The employer must make every endeavour to keep a pilot in their (designated) rostered duty period.</p>
<p><b>26. Breaks</b></p> <p><b>26.1</b> 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.</p>	<p><b>17. Breaks</b></p> <p><b>17.1</b> 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.</p>

<p><b>26.2</b> The provision of clause 26.1 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 an acceptable standard.</p>	<p><b>17.2</b> The provision of clause 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 an acceptable standard.</p>
<p><b>Part 6—Leave and Public Holidays</b></p> <p><b>27. Annual leave</b></p> <p><b>27.1</b> Annual leave is provided for in the NES. This clause provides occupational specific detail.</p> <p><b>27.2 Entitlement to annual leave</b></p> <p>An employee is entitled to annual leave such that the employee’s total entitlement to annual leave pursuant to the NES and this award for each year of employment is a total of 42 days annual leave, inclusive of Saturdays, Sundays and public holidays on full salary for each completed year of service, with a right to take two rostered days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.</p> <p><b>27.3 Annual leave loading</b></p> <p>(a) Clause 27.3 does not apply to employees engaged in aerial application operations.</p> <p>(b) In addition to the entitlement to payment under clause 27.2, a pilot when proceeding on annual leave will be paid in respect of the first 28 of 42 days annual leave (inclusive of Saturdays, Sundays and public holidays) falling due each year either:</p> <p>(i) an annual leave loading equivalent to 17.5% of the salary inclusive of allowances and additions to salary prescribed by this award; or</p> <p>(ii) the pilot’s actual salary inclusive of allowances and additions to salary,</p> <p>whichever amount is greater.</p>	<p><b>Part 5—Leave and Public Holidays</b></p> <p><b>23. Annual leave</b></p> <p><b>23.1</b> Annual leave is provided for in the NES. This clause provides occupational specific detail.</p> <p><b>23.2 Entitlement to annual leave</b></p> <p>An employee is entitled to annual leave such that the employee’s total entitlement to annual leave pursuant to the NES and this award for each year of employment is a total of 42 days annual leave, inclusive of Saturdays, Sundays and public holidays on full salary for each completed year of service, with a right to take two rostered days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.</p> <p>NOTE: Where an employee is receiving overaward payments such that the employee’s base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p> <p><b>23.3 Annual leave loading</b></p> <p>(a) Clause 23.3 does not apply to employees engaged in aerial application operations.</p> <p>(b) In addition to the entitlement to payment under clause 23.2, a pilot when proceeding on annual leave will be paid in respect of the first 28 of 42 days annual leave (inclusive of Saturdays, Sundays and public holidays) falling due each year either:</p> <p>(i) an annual leave loading equivalent to <b>17.5%</b> of the salary inclusive of allowances and additions to salary prescribed by this award; or</p> <p>(ii) the pilot’s actual salary inclusive of allowances and additions to salary,</p> <p>whichever amount is greater.</p>

**27.4 When annual leave can be taken**

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

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

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

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

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.

**23.4 When annual leave can be taken**

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

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

- (a) This clause does not apply to employees engaged in aerial application operations.
- (b) On termination of employment a pilot will be paid fully instead of annual leave:
  - (i) for all untaken annual leave entitlements that have fallen due in relation to any completed years of service, in accordance with clause 23.2, and the loading specified in clause 23.3 for each completed year of service;
  - (ii) for the balance of the employment period, or for the whole period where it has been less than one completed year, at the rate of 1/365th of the entitlement in clause 23.1 for each completed day of employment in respect of which annual leave has not been granted; and
  - (iii) the annual leave loading, as specified in clause 23.3, will be paid in the case of redundancy.

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

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.

<p><b>27.7 Recall of pilot from annual leave</b></p> <p>(a) An employer will not be entitled to recall a pilot from annual leave except by mutual agreement between the employer and the pilot.</p> <p>(b) Where a pilot is so recalled the pilot will be granted two days' annual leave in place of each such day and the pilot may elect to add such additional entitlements to the balance of this interrupted annual leave period.</p> <p>(c) Clause 27.7(b) does not apply to employees engaged in aerial application operations.</p>	<p><b>23.7 Recall of pilot from annual leave</b></p> <p>(a) An employer will not be entitled to recall a pilot from annual leave except by mutual agreement between the employer and the pilot.</p> <p>(b) Where a pilot is so recalled the pilot will be granted two days' annual leave in place of each such day and the pilot may elect to add such additional entitlements to the balance of this interrupted annual leave period.</p> <p>(c) Clause 23.7(b) does not apply to employees engaged in aerial application operations.</p>
<p><b>27.8 Illness during a period of annual leave</b></p> <p>(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:</p> <p>(i) the pilot will advise the employer as soon as practicable after the commencement of the illness or injury; and</p> <p>(ii) produces proof of illness or injury to the employer within seven days of return to duty.</p> <p>(b) Every consideration will be given to granting the equivalent substitute recreation leave in the manner requested by the pilot.</p>	<p><b>23.8 Illness during a period of annual leave</b></p> <p>(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:</p> <p>(i) the pilot will advise the employer as soon as practicable after the commencement of the illness or injury; and</p> <p>(ii) produces proof of illness or injury to the employer within seven days of return to duty.</p> <p>(b) Every consideration will be given to granting the equivalent substitute recreation leave in the manner requested by the pilot.</p>
<p><b>28. Personal/carer's leave and compassionate leave</b></p> <p><b>28.1</b> Personal/carer's leave and compassionate leave are provided for in the NES.</p> <p><b>28.2</b> Clauses 28.3 to 28.5 inclusive of this clause apply to full-time and part-time pilots only.</p> <p><b>28.3 Additional personal leave for URTI</b></p> <p>(a) In addition to the entitlements in the NES, pilots will be granted up to six days' paid leave per year for a disability associated with</p>	<p><b>24. Personal/carer's leave and compassionate leave</b></p> <p><b>24.1</b> Personal/carer's leave and compassionate leave are provided for in the NES.</p> <p><b>24.2</b> Clauses 24.3 to 24.5 inclusive of this clause apply to full-time and part-time pilots only.</p> <p><b>24.3 Additional personal leave for URTI</b></p> <p>(a) In addition to the entitlements in the NES, pilots will be granted up to six days' paid leave per year for a disability associated with an</p>

<p>URTI.</p> <p>(b) The paid leave in this clause is not cumulative.</p> <p>(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.</p> <p>(d) If the URTI prevents flying duties only the pilot will report for work and will perform ground based duties only.</p> <p>(e) If the URTI prevents any work, the employer may require a medical certificate specifying the nature of the URTI.</p> <p>(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.</p> <p><b>28.4 The effect of workers compensation</b></p> <p>There is no entitlement to paid leave of absence for any period the employee is receiving workers compensation payments.</p> <p><b>28.5 Return from personal leave</b></p> <p>A pilot who has been granted paid personal leave for an injury or illness in respect of which they have consulted a medical practitioner will remain on such leave subject to their entitlements, until such time as they are deemed to be medically fit in accordance with the relevant CASA regulations and/or CAR's to resume flying.</p>	<p>upper respiratory tract infection (URTI).</p> <p>(b) The paid leave in this clause is not cumulative.</p> <p>(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.</p> <p>(d) If the URTI prevents flying duties only the pilot will report for work and will perform ground based duties only.</p> <p>(e) If the URTI prevents any work, the employer may require a medical certificate specifying the nature of the URTI.</p> <p>(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.</p> <p><b>24.4 The effect of workers compensation</b></p> <p>There is no entitlement to paid leave of absence for any period the employee is receiving workers compensation payments.</p> <p><b>24.5 Return from personal leave</b></p> <p>A pilot who has been granted paid personal leave for an injury or illness in respect of which they have consulted a medical practitioner will remain on such leave subject to their entitlements, until such time as they are deemed to be medically fit in accordance with the relevant CASA regulations and/or CARs to resume flying.</p>
<p><b>28.6 Illness while on duty</b></p> <p>(a) This clause does not apply to employees engaged in aerial application operations.</p> <p>(b) A pilot who becomes ill while on duty away from home base and who is unable to perform further duties, is entitled to:</p> <p>(i) daily travelling allowance up until sign-off in home base, plus reasonable out-of-pocket expenses excluding meals and laundry. If the pilot is hospitalised, daily travelling allowance will cease whilst the pilot is hospitalised. Reasonable out-of-pocket expenses incurred by the pilot while away from home</p>	<p><b>24.6 Illness while on duty</b></p> <p>(a) Clause 24.6 does not apply to employees engaged in aerial application operations.</p> <p>(b) A pilot who becomes ill while on duty away from home base and who is unable to perform further duties, is entitled to:</p> <p>(i) daily travelling allowance up until sign-off in home base, plus reasonable out-of-pocket expenses excluding meals and laundry. If the pilot is hospitalised, daily travelling allowance will cease whilst the pilot is hospitalised. Reasonable out-of-pocket expenses incurred by the pilot while away from home</p>

<p>base must be met by the employer;</p> <ul style="list-style-type: none"> <li>(ii) accommodation of an appropriate standard (if required);</li> <li>(iii) transport to and from airport, accommodation or doctor;</li> <li>(iv) booked travel to home base; and</li> <li>(v) transport to home or doctor if the pilot requires this on arrival at home base.</li> </ul> <p>(c) An employer and an individual pilot may agree to the payment of an allowance instead of any or all of the above.</p>	<p>base must be met by the employer;</p> <ul style="list-style-type: none"> <li>(ii) accommodation of an appropriate standard (if required);</li> <li>(iii) transport to and from airport, accommodation or doctor;</li> <li>(iv) booked travel to home base; and</li> <li>(v) transport to home or doctor if the pilot requires this on arrival at home base.</li> </ul> <p>(c) An employer and an individual pilot may agree to the payment of an allowance instead of any or all of the above.</p>
<p><b>29. Community service leave</b> Community service leave is provided for in the NES.</p>	<p><b>26. Community service leave</b> Community service leave is provided for in the NES.</p>
<p><b>30. Parental leave</b> Parental leave is provided for in the NES.</p>	<p><b>25. Parental leave</b> Parental leave is provided for in the NES.</p>
<p><b>31. Public holidays</b></p> <p><b>31.1</b> For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>(a) the minimum wage provided for in this award; and</li> <li>(b) the entitlement to annual leave in clause 27,</li> </ul> <p>take into account an employee’s entitlement to public holidays in the NES and include compensation for all public holidays provided for in the NES.</p> <p><i>Clause inserted – proposed new provision</i></p>	<p><b>27. Public holidays</b></p> <p><b>27.1</b> For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>(a) the minimum wage provided for in this award; and</li> <li>(b) the entitlement to annual leave in clause 23,</li> </ul> <p>take into account an employee’s entitlement to public holidays in the NES and include compensation for all public holidays provided for in the NES.</p> <p><b>27.2 Part-day public holidays</b> For provisions in relation to part-day public holidays see Schedule G.</p>
<p><b>Schedule A —Transitional Provisions</b> <i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p><b>Schedule B—Classifications, Minimum Salaries and Additions to Salaries—Airlines/General Aviation</b></p>	<p><b>Schedule A—Classifications, Minimum Salaries and Additions to Salaries—Airlines/General Aviation</b></p>

**B.1 Classifications and minimum salaries**

**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	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

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

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

**A.1 Classifications and minimum salaries**

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

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

Classification	Minimum salary per annum			Classification	Minimum salary per annum		
	\$				\$		
	Captain	First Officer	Second Officer		Captain	First Officer	Second Officer
Fokker 28	110,086	72,972		Fokker 28	110,086	72,972	
CRJ-50	110,086	72,972		CRJ-50	110,086	72,972	
BAe-146	119,178	78,700		BAe-146	119,178	78,700	
Fokker 100B	119,178	78,700		Fokker 100B	119,178	78,700	
Boeing 717	119,178	78,700		Boeing 717	119,178	78,700	
Narrow body aircraft	124,941	82,285		Narrow body aircraft	124,941	82,285	
Wide body aircraft–single deck	143,448	94,394	57,260	Wide body aircraft–single deck	143,448	94,394	57,260
Wide body aircraft–double deck	161,955	106,503	64,526	Wide body aircraft–double deck	161,955	106,503	64,526

**B.1.3 Additions to minimum salary**

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

- (a) A pilot flying a piston engine aircraft engaged on commuter operations will be paid an additional allowance of 183% of the standard rate per annum.
- (b) A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of a Senior Commercial Pilots’ Licence or Airline Transport Pilots Licence by their company or CASA (or who operates under an exemption from holding that licence) will be paid 604% of the standard rate per annum.
- (c) A pilot flying a turbo-prop aircraft will be paid 797% of the standard rate per annum.
- (d) A pilot (excluding Fokker-28 pilots) flying a turbo jet aircraft will be paid 1280% of the standard rate per annum.

**A.1.3 Additions to minimum salary**

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

- (a) **Flying a piston engine aircraft**  
A pilot flying a piston engine aircraft engaged on commuter operations will be paid an additional allowance of **\$1400.33** per annum.
- (b) **Senior Commercial Pilots’ Licence or Airline Transport Pilots Licence**  
A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of a Senior Commercial Pilots’ Licence or Airline Transport Pilots Licence by their company or CASA (or who operates under an exemption from holding that licence) will be paid **\$4621.87** per annum.
- (c) **Flying a turbo-prop aircraft**



<p><b>B.1.4</b> Pilots (excluding Fokker-28 pilots) who are required to carry out flying using an instrument rating will be paid an additional allowance as follows:</p> <table border="1"> <thead> <tr> <th><b>Instrument flying rating</b></th> <th><b>Percentage of standard rate</b></th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">%</td> </tr> <tr> <td>Command or Class 1</td> <td style="text-align: center;">732</td> </tr> <tr> <td>Co-pilot or Class 2</td> <td style="text-align: center;">476</td> </tr> <tr> <td>Night VFR or Class 4</td> <td style="text-align: center;">183</td> </tr> </tbody> </table>	<b>Instrument flying rating</b>	<b>Percentage of standard rate</b>		%	Command or Class 1	732	Co-pilot or Class 2	476	Night VFR or Class 4	183	<p style="text-align: right;">A pilot flying a turbo-prop aircraft will be paid <b>\$6098.72</b> per annum.</p> <p><b>(d) Flying a turbo jet aircraft</b></p> <p style="text-align: right;">A pilot (excluding Fokker-28 pilots) flying a turbo jet aircraft will be paid <b>\$9794.69</b> per annum.</p> <p><b>A.1.4</b> Pilots (excluding Fokker-28 pilots) who are required to carry out flying using an instrument rating will be paid an additional allowance as follows:</p> <table border="1"> <thead> <tr> <th><b>Instrument flying rating</b></th> <th><b>\$ per annum</b></th> </tr> </thead> <tbody> <tr> <td>Command or Class 1</td> <td style="text-align: center;">5601.34</td> </tr> <tr> <td>Co-pilot or Class 2</td> <td style="text-align: center;">3642.40</td> </tr> <tr> <td>Night VFR or Class 4</td> <td style="text-align: center;">1400.33</td> </tr> </tbody> </table>	<b>Instrument flying rating</b>	<b>\$ per annum</b>	Command or Class 1	5601.34	Co-pilot or Class 2	3642.40	Night VFR or Class 4	1400.33
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<p><b>B.1.5</b> 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.</p> <p><b>B.1.6 First Officer/Second Pilot</b></p> <p>A First Officer/Second Pilot will be paid the relevant instrument rating under clause B.1.4 above where applicable and in addition 65% of the amounts specified in clause B.1.3(a), (c) or (d).</p> <p><b>B.1.7 Salaries—flight instruction</b></p> <p>The following additions to the minimum salary provided in clauses B.1.1 and B.1.2 for flight instruction.</p> <p><b>(a)</b> On appointment a flight instructor will be paid on the following basis:</p> <p style="padding-left: 20px;"><b>(i) Single engine:</b></p> <p style="padding-left: 40px;">Grade III single engine charter</p> <p style="padding-left: 40px;">Grade II single engine charter plus 417% of the standard rate per annum</p> <p style="padding-left: 40px;">Grade I single engine charter plus 834% of the standard rate</p>	<p><b>A.1.5</b> 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.</p> <p><b>A.1.6 First Officer/Second Pilot</b></p> <p>A First Officer/Second Pilot will be paid the relevant instrument rating under clause A.1.4 where applicable and in addition 65% of the amounts specified in clauses A.1.3(a), (b) or (c).</p> <p><b>A.1.7 Salaries—flight instruction</b></p> <p>The following are additions to the minimum salary provided in clauses A.1.1 and A.1.2 for flight instruction.</p> <p><b>(a)</b> On appointment a flight instructor will be paid on the following basis:</p> <p style="padding-left: 20px;"><b>(i) Single engine:</b></p> <p style="padding-left: 40px;">Grade III single engine charter</p> <p style="padding-left: 40px;">Grade II single engine charter plus <b>\$3190.93</b> per annum</p> <p style="padding-left: 40px;">Grade I single engine charter plus <b>\$6381.85</b> per annum</p>																		

<p>per annum</p> <p><b>(ii) Multi engine</b></p> <p>Grade III multi engine charter</p> <p>Grade II multi engine charter plus 417% of the standard rate per annum</p> <p>Grade I multi engine charter plus 834% of the standard rate per annum</p> <p><b>(b)</b> Despite CAO 40.1.7 subsection 4.2, an instructor who has not achieved their 50 hours flight time instruction in navigational sequences but who has logged 300 hours in total will be paid as a Grade II flight instructor.</p> <p><b>(c)</b> A Grade I instructor engaged on single engine aircraft covering eight years of service with the same employer will be paid increments of 106% of the standard rate for the sixth, seventh and eighth year of service with the employer.</p>	<p><b>(ii) Multi engine</b></p> <p>Grade III multi engine charter</p> <p>Grade II multi engine charter plus <b>\$3190.93</b> per annum</p> <p>Grade I multi engine charter plus <b>\$6381.85</b> per annum</p> <p><b>(b)</b> Despite CAO 40.1.7 subsection 4.2, an instructor who has not achieved their 50 hours flight time instruction in navigational sequences but who has logged 300 hours in total will be paid as a Grade II flight instructor.</p> <p><b>(c)</b> A Grade I instructor engaged on single engine aircraft covering eight years of service with the same employer will be paid increments of <b>\$811.12</b> per annum for the sixth, seventh and eighth year of service with the employer.</p>																		
<p><b>B.1.8</b> 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:</p> <table border="1" data-bbox="197 906 1084 1145"> <thead> <tr> <th>Instrument flying rating</th> <th>Percentage of standard rate</th> </tr> <tr> <td></td> <td>%</td> </tr> </thead> <tbody> <tr> <td>Command or Class 1</td> <td>732</td> </tr> <tr> <td>Co-pilot or Class 2</td> <td>476</td> </tr> <tr> <td>Night VFR or Class 4</td> <td>183</td> </tr> </tbody> </table> <p><b>B.1.9</b> A flight instructor not being a Chief Flying Instructor (CFI) who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of 5% in addition to the salary determined under clauses B.1.7 and B.1.8.</p> <p><b>B.1.10</b> A flight instructor not being a CFI who is approved by CASA to conduct flight tests for the issue of CASA licences or ratings on a licence and is required to carry out this function by their employer will be paid an additional amount at the rate of 5% of salary per annum applicable to the</p>	Instrument flying rating	Percentage of standard rate		%	Command or Class 1	732	Co-pilot or Class 2	476	Night VFR or Class 4	183	<p><b>A.1.8</b> 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:</p> <table border="1" data-bbox="1223 900 2018 1107"> <thead> <tr> <th>Instrument flying rating</th> <th>\$ per annum</th> </tr> </thead> <tbody> <tr> <td>Command or Class 1</td> <td>5601.34</td> </tr> <tr> <td>Co-pilot or Class 2</td> <td>3642.40</td> </tr> <tr> <td>Night VFR or Class 4</td> <td>1400.33</td> </tr> </tbody> </table> <p><b>A.1.9</b> A flight instructor not being a Chief Flying Instructor (CFI) who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of 5% in addition to the salary determined under clauses A.1.7 and A.1.8.</p> <p><b>A.1.10</b> A flight instructor not being a CFI who is approved by CASA to conduct flight tests for the issue of CASA licences or ratings on a licence and is required to carry out this function by their employer will be paid an additional amount at the rate of 5% of salary per annum applicable to the instructor's years of service.</p>	Instrument flying rating	\$ per annum	Command or Class 1	5601.34	Co-pilot or Class 2	3642.40	Night VFR or Class 4	1400.33
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<p>instructor's years of service.</p> <p><b>B.1.11</b> A flight instructor not being a CFI who carries out combined functions listed in clauses B.1.9 and B.1.10 will be paid an additional amount at the rate of 7% of their annual salary per annum.</p> <p><b>B.1.12</b> 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.</p>	<p><b>A.1.11</b> A flight instructor not being a CFI who carries out combined functions listed in clauses A.1.9 and A.1.10 will be paid an additional amount at the rate of <b>7%</b> of their annual salary per annum.</p> <p><b>A.1.12</b> 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.</p>																																															
<p><b>B.1.13</b> A CFI will be paid the highest of the following payments applicable to the rating of their school in addition to the salary determined under clauses under B.1.7 and B.1.8.</p> <table border="1" data-bbox="197 651 896 938"> <thead> <tr> <th>School rating</th> <th>Percentage of salary</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">%</td> </tr> <tr> <td>Private</td> <td style="text-align: center;">6</td> </tr> <tr> <td>Commercial</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Instrument</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Instructor</td> <td style="text-align: center;">15</td> </tr> </tbody> </table> <p>The above amounts relate to pilot, supervisory and CASA regulations specified duties. These rates are viewed as being the minimum payable and offer the opportunity for negotiation between the CFI and the employer for further remuneration for other managerial functions.</p> <p><b>B.1.14 Salaries—general provisions</b></p> <p>The following additions to salary, as specified in clauses B.1.1, B.1.2 and B.1.4 will apply to all pilots, other than those engaged as flight instructors.</p> <p>Where the pilot designated is responsible for:</p> <table border="1" data-bbox="600 1340 1052 1476"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">% of salary</th> </tr> <tr> <th>10 pilots or less</th> <th>11 pilots or more</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">%</td> <td></td> </tr> <tr> <td>Training pilot</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> </tr> <tr> <td>Pilot who is designated as</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> </tr> </tbody> </table>	School rating	Percentage of salary		%	Private	6	Commercial	8	Instrument	10	Instructor	15		% of salary		10 pilots or less	11 pilots or more		%		Training pilot	5	6	Pilot who is designated as	5	6	<p><b>A.1.13</b> A CFI will be paid the highest of the following payments applicable to the rating of their school in addition to the salary determined under clauses A.1.7 and A.1.8.</p> <table border="1" data-bbox="1220 646 1809 901"> <thead> <tr> <th>School rating</th> <th>% of salary</th> </tr> </thead> <tbody> <tr> <td>Private</td> <td style="text-align: center;">6</td> </tr> <tr> <td>Commercial</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Instrument</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Instructor</td> <td style="text-align: center;">15</td> </tr> </tbody> </table> <p>The above amounts relate to pilot, supervisory and CASA regulations specified duties. These rates are viewed as being the minimum payable and offer the opportunity for negotiation between the CFI and the employer for further remuneration for other managerial functions.</p> <p><b>A.1.14 Salaries—general provisions</b></p> <p>The following additions to salary, as specified in clauses A.1.1, A.1.2 and A.1.4 will apply to all pilots, other than those engaged as flight instructors.</p> <p>Where the pilot designated is responsible for:</p> <table border="1" data-bbox="1220 1289 2116 1492"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">% of salary</th> </tr> <tr> <th>10 pilots or less</th> <th>11 pilots or more</th> </tr> </thead> <tbody> <tr> <td>Training pilot</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> </tr> <tr> <td>Pilot who is designated as</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> </tr> </tbody> </table>	School rating	% of salary	Private	6	Commercial	8	Instrument	10	Instructor	15		% of salary		10 pilots or less	11 pilots or more	Training pilot	5	6	Pilot who is designated as	5	6
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	10 pilots or less	11 pilots or more																																														
	%																																															
Training pilot	5	6																																														
Pilot who is designated as	5	6																																														
School rating	% of salary																																															
Private	6																																															
Commercial	8																																															
Instrument	10																																															
Instructor	15																																															
	% of salary																																															
	10 pilots or less	11 pilots or more																																														
Training pilot	5	6																																														
Pilot who is designated as	5	6																																														

A training pilot	5	6	Senior Pilot		
A pilot who is designated as Senior Pilot	5	6	Check pilot	7	8
A check pilot	7	8	Check and training pilot	8	10
A check and training pilot	8	10	Pilot who is designated as Chief Pilot	8	10
A pilot who is designated as Chief Pilot	8	10	Pilot who is a check and training pilot and is designated as Chief Pilot	10	12
A pilot who is a check and training pilot and is designated as Chief Pilot	10	12	Pilot who is a check and training pilot and is designated as Senior Pilot	10	11
A pilot who is a check and training pilot and is designated as Senior Pilot	10	11			

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

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

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

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

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

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

**C.1 Minimum salaries**

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

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
<b>Group 1</b>		
Cessna 206	45,320	
Cessna 207	45,320	
Cessna 210	45,320	
<b>Group 2</b>		
Aero Commander 500	50,217	
Beechcraf 55	50,217	

**B.1 Minimum salaries**

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

	Minimum salary per annum	
	\$	
	Captain	Co-pilot
<b>Group 1</b>		
Cessna 206	45,320	
Cessna 207	45,320	
Cessna 210	45,320	
<b>Group 2</b>		
Aero Commander 500	50,217	
Beechcraf 55	50,217	

Current award

Air Pilots Award 2016

Beecherall 58	50,217		Beecherall 58	50,217	
Britten Norman BN2	50,217		Britten Norman BN2	50,217	
Cessna 310	50,217		Cessna 310	50,217	
Cessna 337	50,217		Cessna 337	50,217	
Cessna 402	50,217		Cessna 402	50,217	
Cessna 414	50,217		Cessna 414	50,217	
Partenavia P68	50,217		Partenavia P68	50,217	
Piper PA23	50,217		Piper PA23	50,217	
Piper PA30	50,217		Piper PA30	50,217	
Piper PA31	50,217		Piper PA31	50,217	
Piper PA34	50,217		Piper PA34	50,217	
Piper PA60 Aerostar	50,217		Piper PA60 Aerostar	50,217	
<b>Group 3</b>			<b>Group 3</b>		
Beechcrall 65	51,924		Beechcrall 65	51,924	
Cessna 404	51,924		Cessna 404	51,924	
Cessna 421	51,924		Cessna 421	51,924	
<b>Group 4</b>			<b>Group 4</b>		
Cessna 441	55,606		Cessna 441	55,606	
Nomad N22	55,606		Nomad N22	55,606	
Nomad N24	55,606		Nomad N24	55,606	
<b>Group 5</b>			<b>Group 5</b>		
Beechcraft 200	63,072	45,673	Beechcraft 200	63,072	45,673
Swearingen 226	63,072	45,673	Swearingen 226	63,072	45,673
Swearingen 227	63,072	45,673	Swearingen 227	63,072	45,673
De Havilland 6-100	63,072	45,673	De Havilland 6-100	63,072	45,673
De Havilland 6-200	63,072	45,673	De Havilland 6-200	63,072	45,673
De Havilland 6-300	63,072	45,673	De Havilland 6-300	63,072	45,673
Casa 212	63,072	45,673	Casa 212	63,072	45,673
Embraer 110	63,072	45,673	Embraer 110	63,072	45,673
<b>Group 6</b>			<b>Group 6</b>		
Jetstream 31	64,780	46,236	Jetstream 31	64,780	46,236
Beach 1900	64,780	46,236	Beach 1900	64,780	46,236
Metro 23	64,780	46,236			

<p><b>Group 7</b></p> <p>Cessna 550 67,355 46,986</p> <p>McDonnell Douglas 67,355 46,986</p> <p>DC3 67,355 46,986</p> <p>Shorts SD-330 67,355 46,986</p> <p>Shorts SD-360 67,355 46,986</p> <p>Mohawk 67,355 46,986</p> <p><b>Group 8</b></p> <p>Saab-Fairchild 71,904 49,279</p> <p>340 A 71,904 49,279</p> <p><b>Group 9</b></p> <p>De Havilland 77,624 52,204</p> <p>Dash 8-102, 200 and 300 77,624 52,204</p> <p>Dash 8-400 82,948 55,751</p>	<p>Metro 23 64,780 46,236</p> <p><b>Group 7</b></p> <p>Cessna 550 67,355 46,986</p> <p>McDonnell Douglas 67,355 46,986</p> <p>DC3 67,355 46,986</p> <p>Shorts SD-330 67,355 46,986</p> <p>Shorts SD-360 67,355 46,986</p> <p>Mohawk 67,355 46,986</p> <p><b>Group 8</b></p> <p>Saab-Fairchild 71,904 49,279</p> <p>340 A 71,904 49,279</p> <p><b>Group 9</b></p> <p>De Havilland 77,624 52,204</p> <p>Dash 8-102, 200 and 300 77,624 52,204</p> <p>Dash 8-400 82,948 55,751</p>
<p><b>C.2 Multiple endorsements</b></p> <p><b>C.2.1</b> A pilot must not be required to maintain currency on more than three aircraft types with gross weights in excess of 3500 kg.</p> <p><b>C.2.2</b> Despite C.2.1, a pilot must not be required to maintain currency on more than two turbine aircraft types if they fly turbine aircraft with gross weights in excess of 5560 kg.</p> <p><b>C.2.3</b> A pilot must not be required to fly more than one turbine aircraft with a gross weight in excess of 5700 kg. A pilot flying one aircraft in excess of 5700 kg may fly one aircraft referred to in clause C.2.2 provided as a minimum the pilot must operate both types on no less than four sectors in 21 days. In addition, captains must be given an asymmetric training session every four months on each type.</p> <p><b>C.2.4</b> The provisions of clauses C.2.1 and C.2.2 do not apply to check captains and/or training captains.</p> <p><b>C.2.5</b> A pilot endorsed for two pilot operations must not revert to a single pilot operation unless currently on a single pilot operation on the type of aircraft.</p>	<p><b>B.2 Multiple endorsements</b></p> <p><b>B.2.1</b> A pilot must not be required to maintain currency on more than three aircraft types with gross weights in excess of 3500 kg.</p> <p><b>B.2.2</b> Despite clause B.2.1, a pilot must not be required to maintain currency on more than two turbine aircraft types if they fly turbine aircraft with gross weights in excess of 5560 kg.</p> <p><b>B.2.3</b> A pilot must not be required to fly more than one turbine aircraft with a gross weight in excess of 5700 kg. A pilot flying one aircraft in excess of 5700 kg may fly one aircraft referred to in clause B.2.2 provided as a minimum the pilot must operate both types on no less than four sectors in 21 days. In addition, captains must be given an asymmetric training session every four months on each type.</p> <p><b>B.2.4</b> The provisions of clauses B.2.1 and B.2.2 do not apply to check captains and/or training captains.</p> <p><b>B.2.5</b> A pilot endorsed for two pilot operations must not revert to a single pilot operation unless currently on a single pilot operation on the type of aircraft.</p>

<p><b>C.3 Other duties allowance</b></p> <p><b>C.3.1</b> If the weight of freight carried during a tour of duty exceeds 500 kg and the employer requires the pilot to physically load or unload the aircraft, the pilot must be paid an allowance of 15.6% of the standard rate for the tour of duty.</p> <p><b>C.3.2</b> A pilot must not be required to carry out the duties referred to in clause C.3.1 if appropriate personnel or facilities are available. Payment of this allowance does not enable the employer to avoid providing appropriate personnel and facilities.</p>	<p><b>B.3 Other duties allowance</b></p> <p><b>B.3.1</b> If the weight of freight carried during a tour of duty exceeds 500 kg and the employer requires the pilot to physically load or unload the aircraft, the pilot must be paid an allowance of <b>\$119.37</b> per tour of duty.</p> <p><b>B.3.2</b> A pilot must not be required to carry out the duties referred to in clause B.3.1 if appropriate personnel or facilities are available. Payment of this allowance does not enable the employer to avoid providing appropriate personnel and facilities.</p>										
<p><b>C.4 Accommodation, camping out allowance, layover allowance, meals and duty travel</b></p> <p><b>C.4.1</b> This clause applies to pilots employed by a regional airline instead of clauses 19.1 and 19.8 of the award.</p> <p><b>C.4.2 Accommodation</b></p> <p>Pilots who are absent on layover in the course of their employment must be provided with accommodation of an appropriate standard. If a pilot is required by the employer to stay in accommodation which is not of an appropriate standard, the pilot must be paid an allowance of \$109.15 per night.</p> <p><b>C.4.3 Camping out allowance</b></p> <p>If a pilot is required by their employer to camp out in the course of their employment, the pilot must be paid a camping out allowance of \$93.12 per night. This allowance is instead of the allowances specified elsewhere in this clause.</p> <p><b>C.4.4 Layover allowance</b></p> <p>In addition to the other allowances in this clause, pilots on layover must be paid a layover allowance of:</p> <table border="0" data-bbox="197 1374 703 1463"> <tr> <td>Australia and dependencies</td> <td>\$19.10</td> </tr> <tr> <td>Elsewhere</td> <td>\$42.03</td> </tr> </table>	Australia and dependencies	\$19.10	Elsewhere	\$42.03	<p><b>B.4 Accommodation, camping out allowance, layover allowance, meals and duty travel</b></p> <p><b>B.4.1</b> This clause applies to pilots employed by a regional airline instead of clauses 20.3(a) and (b) of the award.</p> <p><b>B.4.2 Accommodation</b></p> <p>Pilots who are absent on layover in the course of their employment must be provided with accommodation of an appropriate standard. If a pilot is required by the employer to stay in accommodation which is not of an appropriate standard, the pilot must be paid an allowance of <b>\$109.15</b> per night.</p> <p><b>B.4.3 Camping out allowance</b></p> <p>If a pilot is required by their employer to camp out in the course of their employment, the pilot must be paid a camping out allowance of <b>\$93.12</b> per night. This allowance is instead of the allowances specified elsewhere in this clause.</p> <p><b>B.4.4 Layover allowance</b></p> <p>In addition to the other allowances in this clause, pilots on layover must be paid a layover allowance of:</p> <table border="1" data-bbox="1220 1334 1861 1463"> <thead> <tr> <th></th> <th>\$ per layover</th> </tr> </thead> <tbody> <tr> <td>Australia and dependencies</td> <td>19.10</td> </tr> <tr> <td>Elsewhere</td> <td>42.03</td> </tr> </tbody> </table>		\$ per layover	Australia and dependencies	19.10	Elsewhere	42.03
Australia and dependencies	\$19.10										
Elsewhere	\$42.03										
	\$ per layover										
Australia and dependencies	19.10										
Elsewhere	42.03										

**C.4.5 Meals**

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

Breakfast	\$25.77
Lunch	\$28.88
Dinner	\$49.65

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

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

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

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

By mutual agreement with the employer, the pilot can elect to be responsible for securing their own accommodation and meals on any layover, in which case the pilot must be paid an allowance of \$121.64.

**C.4.7 Duty travel**

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

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

**B.4.5 Meals**

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

	\$ per meal
Breakfast	25.77
Lunch	28.88
Dinner	49.65

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

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

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

**B.4.6 Pilot can secure own accommodation and meals**

By mutual agreement with the employer, the pilot can elect to be responsible for securing their own accommodation and meals on any layover, in which case the pilot must be paid an allowance of **\$121.64**.

**B.4.7 Duty travel**

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

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



<p>the employer must provide transport to and from the airport and accommodation of an appropriate standard and meals on each such occasion or an allowance instead thereof.</p>	<p>the employer must provide transport to and from the airport and accommodation of an appropriate standard and meals on each such occasion or an allowance instead thereof.</p>
<p><b>C.5 Sector limitations</b></p> <p><b>C.5.1</b> Subject to clause C.5.2, a pilot must not operate more than nine sectors in any tour of duty.</p> <p><b>C.5.2</b> If a pilot has a rest period of less than 11 hours at a base other than home base prior to commencing their next tour of duty, the pilot must not operate more than six sectors in that tour of duty.</p> <p><b>C.5.3</b> A deadhead travel sector counts as a sector for the purpose of this clause.</p> <p><b>C.6 Currency and proficiency training</b></p> <p><b>C.6.1</b> Any currency or proficiency training required by the employer must not be conducted at the conclusion of a tour of duty except by mutual agreement between the pilot and the employer.</p> <p><b>C.6.2 Opportunity to qualify</b></p> <p>(a) Type endorsement must not be commenced unless the pilot has successfully completed an approved engineering course where required for the type.</p> <p>(b) Line training must not be commenced unless the pilot has successfully completed the endorsement training for the type.</p> <p>(c) A pilot who is required to undergo a progress check must have completed a minimum of 75% of their line training.</p> <p>(d) A pilot who fails to achieve the required standard at a base check conducted during their line training must have the opportunity to repeat the base check prior to the completion of their line training.</p> <p>(e) A pilot who fails to achieve the required standard during the repeat of a base check or check-to-line is deemed to have failed their opportunity to qualify.</p>	<p><b>B.5 Sector limitations</b></p> <p><b>B.5.1</b> Subject to clause B.5.2, a pilot must not operate more than nine sectors in any tour of duty.</p> <p><b>B.5.2</b> If a pilot has a rest period of less than 11 hours at a base other than home base prior to commencing their next tour of duty, the pilot must not operate more than six sectors in that tour of duty.</p> <p><b>B.5.3</b> A deadhead travel sector counts as a sector for the purpose of this clause.</p> <p><b>B.6 Currency and proficiency training</b></p> <p><b>B.6.1</b> Any currency or proficiency training required by the employer must not be conducted at the conclusion of a tour of duty except by mutual agreement between the pilot and the employer.</p> <p><b>B.6.2 Opportunity to qualify</b></p> <p>(a) Type endorsement must not be commenced unless the pilot has successfully completed an approved engineering course where required for the type.</p> <p>(b) Line training must not be commenced unless the pilot has successfully completed the endorsement training for the type.</p> <p>(c) A pilot who is required to undergo a progress check must have completed a minimum of <b>75%</b> of their line training.</p> <p>(d) A pilot who fails to achieve the required standard at a base check conducted during their line training must have the opportunity to repeat the base check prior to the completion of their line training.</p> <p>(e) A pilot who fails to achieve the required standard during the repeat of a base check or check-to-line is deemed to have failed their opportunity to qualify.</p>

**C.6.3 Failure to qualify**

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

**C.6.4 Failure to maintain standard**

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

**B.6.3 Failure to qualify**

- (a) A pilot who fails conversion or command training and is not required to remain on the aircraft type or who does not seek to undertake a second period of training must revert to their previous equipment and status, or where the equipment is not available, to such lesser-rated equipment or status for which they can qualify.
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- (a) If a pilot is unable to maintain the required standard during a normal licence or instrument rating renewal, they are entitled to a period of training prior to being re-checked.
- (b) If the pilot fails the re-check, they are entitled to re-training for up to 20 sectors and/or two hours local flying or a simulator training equivalent. The pilot may elect to have this check conducted by a different check captain.
- (c) If a pilot fails their final re-check, they must revert to such lesser rated equipment or status as is available, for which they can qualify in accordance with clause B.6.3(a).

**C.7 Additions to salary**

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

	<b>Percentage of minimum salary</b>
	%
Training captain	6
Pilot designated as a senior base captain	6
Check captain	8
Check and training captain	10
Pilot designated as Chief pilot	10

**B.7 Additions to salary**

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

	<b>% of minimum salary</b>
Training captain	6
Pilot designated as a senior base captain	6
Check captain	8
Check and training captain	10
Pilot designated as Chief pilot	10
Senior base captain and a check and training	11

<p>Senior base captain and a check and training captain 11</p> <p>Pilot designated as Chief pilot and a check and training captain 12</p>	<table border="1"> <tr> <td data-bbox="1093 82 1706 132">captain</td> <td data-bbox="1706 82 2132 132"></td> </tr> <tr> <td data-bbox="1093 132 1706 256">Pilot designated as Chief pilot and a check and training captain</td> <td data-bbox="1706 132 2132 256">12</td> </tr> </table>	captain		Pilot designated as Chief pilot and a check and training captain	12
captain					
Pilot designated as Chief pilot and a check and training captain	12				
<p><b>Schedule D—Sector Specific Conditions—Aerial Application Operations</b></p> <p>Despite anything else contained in this award, the following clauses will apply to all employers and pilots conducting aerial application operations.</p> <p>If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.</p>	<p><b>Schedule C—Sector Specific Conditions—Aerial Application Operations</b></p> <p>Despite anything else contained in this award, the following clauses will apply to all employers and pilots conducting aerial application operations.</p> <p>If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.</p>				
<p><b>D.1 Definitions</b></p> <p><b>D.1.1 Aerial application pilot</b> means a pilot holding an agricultural or aerial application rating issued by CASA but does not include an executive officer of the company.</p> <p><b>D.1.2 Appropriate accommodation</b> 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.</p> <p><b>D.1.3 Charge out price of the aircraft</b> means the charge to the client excluding the cost of material applied.</p> <p><b>D.1.4 Layover</b> means the continuous period of time in excess of 10 hours in every 24 hour period standing alone from the time of commencement of duties that a pilot spends free of duty between consecutive duty periods at a port other than their home base. For the purposes of this definition a temporary transfer base will be regarded as home base.</p> <p><b>D.1.5 Night operations</b> mean aerial application operations conducted between last light and dawn.</p>	<p><b>C.1 Definitions</b></p> <p><b>C.1.1 Aerial application pilot</b> means a pilot holding an agricultural or aerial application rating issued by CASA but does not include an executive officer of the company.</p> <p><b>C.1.2 Appropriate accommodation</b> 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.</p> <p><b>C.1.3 Charge out price of the aircraft</b> means the charge to the client excluding the cost of material applied.</p> <p><b>C.1.4 Layover</b> means the continuous period of time in excess of 10 hours in every 24 hour period standing alone from the time of commencement of duties that a pilot spends free of duty between consecutive duty periods at a port other than their home base. For the purposes of this definition a temporary transfer base will be regarded as home base.</p> <p><b>C.1.5 Night operations</b> mean aerial application operations conducted between last light and dawn.</p>				
<p><b>D.2 Hours of work</b></p> <p><b>D.2.1</b> The flight time and duty time limitations upon a pilot will be in accordance with the relevant CASA regulations in force from time to time, or the dispensations approved by CASA and the pilots involved. Ordinary hours of work will not average more than 38 per week.</p>	<p><b>C.2 Hours of work</b></p> <p><b>C.2.1</b> The flight time and duty time limitations upon a pilot will be in accordance with the relevant CASA regulations in force from time to time, or the dispensations approved by CASA and the pilots involved. Ordinary hours of work will not average more than 38 per week.</p>				

<p><b>D.2.2</b> Pilots will accrue two days free from all duties for every five days worked. Subject to flight time limitations or dispensations, approved by CASA, days off will be taken by mutual agreement between the employer and the pilot.</p> <p><b>D.2.3</b> Where at the point of termination a pilot has accrued under this clause an entitlement to a day or days off the pilot will receive payment instead of such days(s) at the appropriate minimum salary.</p>	<p><b>C.2.2</b> Pilots will accrue two days free from all duties for every five days worked. Subject to flight time limitations or dispensations, approved by CASA, days off will be taken by mutual agreement between the employer and the pilot.</p> <p><b>C.2.3</b> Where at the point of termination a pilot has accrued under this clause an entitlement to a day or days off the pilot will receive payment instead of such days(s) at the appropriate minimum salary.</p>
<p><b>D.3 Stand-down provisions</b></p> <p><b>D.3.1</b> Despite anything elsewhere contained in this clause, the employer will be entitled to deduct payments from the salary of a pilot for any day such pilot cannot be usefully employed because of any strike, stoppage, seasonal variations including drought, or other limitations of work for which the employer cannot be held responsible but subject to the following conditions:</p> <ul style="list-style-type: none"> <li>(a) a pilot may be stood down only at home base;</li> <li>(b) when the employer proposes to exercise the right conferred by these provisions, the employer will notify the pilot. During the period such notification remains in force, the pilot will be deemed to be stood down for the purpose of these provisions;</li> <li>(c) any pilot who is stood down under these provisions will be treated for all purposes (other than payment of salaries) as having continuity of service and employment notwithstanding such standing down;</li> <li>(d) any pilot who is stood down under these provisions may at any time during the period they are stood down, terminate their employment without notice and will be entitled to receive as soon as practicable all salaries and other payments to which they are entitled up to the time of termination;</li> <li>(e) any pilot who is terminated under clause D.3.1(d) of these provisions will for all purposes (other than payment instead of notice) be treated as if their employment has been terminated by the employer without default of the pilot; and</li> <li>(f) any pilot whom the employer proposes to stand down under these</li> </ul>	<p><b>C.3 Stand-down provisions</b></p> <p><b>C.3.1</b> Despite anything elsewhere contained in this clause, the employer will be entitled to deduct payments from the salary of a pilot for any day such pilot cannot be usefully employed because of any strike, stoppage, seasonal variations including drought, or other limitations of work for which the employer cannot be held responsible but subject to the following conditions:</p> <ul style="list-style-type: none"> <li>(a) a pilot may be stood down only at home base;</li> <li>(b) when the employer proposes to exercise the right conferred by these provisions, the employer will notify the pilot. During the period such notification remains in force, the pilot will be deemed to be stood down for the purpose of these provisions;</li> <li>(c) any pilot who is stood down under these provisions will be treated for all purposes (other than payment of salaries) as having continuity of service and employment notwithstanding such standing down;</li> <li>(d) any pilot who is stood down under these provisions may at any time during the period they are stood down, terminate their employment without notice and will be entitled to receive as soon as practicable all salaries and other payments to which they are entitled up to the time of termination;</li> <li>(e) any pilot who is terminated under clause C.3.1(d) will for all purposes (other than payment instead of notice) be treated as if their employment has been terminated by the employer without default of the pilot; and</li> <li>(f) any pilot whom the employer proposes to stand down under these provisions will be entitled to elect to take any annual leave, to which</li> </ul>

<p>provisions will be entitled to elect to take any annual leave, to which the pilot is entitled or which is accruing to them.</p>	<p>the pilot is entitled or which is accruing to them.</p>																														
<p><b>D.4 Temporary transfer</b></p> <p>Where a temporary transfer is to be for a period in excess of 28 days the employer will provide travel for the pilot to their home base once every 28 days.</p>	<p><b>C.4 Temporary transfer</b></p> <p>Where a temporary transfer is to be for a period in excess of 28 days the employer will provide travel for the pilot to their home base once every 28 days.</p>																														
<p><b>D.5 Annual leave</b></p> <p><b>D.5.1</b> No leave loading is required to be paid for aerial application operations.</p> <p><b>D.5.2</b> A pilot will be paid in full at the base rate of pay for the period of leave to be taken prior to commencing such leave unless mutually agreed between the pilot and the employer.</p> <p><b>D.5.3 Proportionate annual leave on termination of employment</b></p> <p>(a) On termination of employment a pilot will be paid fully at the base rate of pay instead of annual leave.</p> <p>(b) For all untaken annual leave entitlements that have fallen due in relation to any completed years of service.</p> <p>(c) For the balance of the employment period, or for the whole period where it has been less than one completed year, at the rate of 1/365th of the annual base rate of pay for each completed day of employment in respect of which annual leave has not been granted.</p>	<p><b>C.5 Annual leave</b></p> <p><b>C.5.1</b> No leave loading is required to be paid for aerial application operations.</p> <p><b>C.5.2</b> A pilot will be paid in full at the base rate of pay for the period of leave to be taken prior to commencing such leave unless mutually agreed between the pilot and the employer.</p> <p><b>C.5.3 Proportionate annual leave on termination of employment</b></p> <p>(a) On termination of employment a pilot will be paid fully at the base rate of pay instead of annual leave.</p> <p>(b) For all untaken annual leave entitlements that have fallen due in relation to any completed years of service.</p> <p>(c) For the balance of the employment period, or for the whole period where it has been less than one completed year, at the rate of 1/365th of the annual base rate of pay for each completed day of employment in respect of which annual leave has not been granted.</p>																														
<p><b>D.6 Personal leave</b></p> <p><b>D.6.1</b> 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.</p> <p><b>D.6.2</b> 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:</p> <table border="1" data-bbox="197 1241 1048 1490"> <thead> <tr> <th>Length of time worked for employer</th> <th>Additional</th> <th>Cumulative</th> </tr> </thead> <tbody> <tr> <td>On appointment</td> <td>5 days</td> <td>5</td> </tr> <tr> <td>On completion of 6 months</td> <td>5 days</td> <td>10</td> </tr> <tr> <td>6 months to less than 12 months</td> <td>10 days</td> <td>20</td> </tr> <tr> <td>On completion of each 12 months thereafter</td> <td>10 days</td> <td></td> </tr> </tbody> </table>	Length of time worked for employer	Additional	Cumulative	On appointment	5 days	5	On completion of 6 months	5 days	10	6 months to less than 12 months	10 days	20	On completion of each 12 months thereafter	10 days		<p><b>C.6 Personal leave</b></p> <p><b>C.6.1</b> The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees.</p> <p><b>C.6.2</b> 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:</p> <table border="1" data-bbox="1227 1241 2114 1471"> <thead> <tr> <th>Length of time worked for employer</th> <th>Additional</th> <th>Cumulative</th> </tr> </thead> <tbody> <tr> <td>On appointment</td> <td>5 days</td> <td>5 days</td> </tr> <tr> <td>On completion of 6 months</td> <td>5 days</td> <td>10 days</td> </tr> <tr> <td>6 months to less than 12 months</td> <td>10 days</td> <td>20 days</td> </tr> <tr> <td>On completion of each 12 months thereafter</td> <td>10 days</td> <td></td> </tr> </tbody> </table>	Length of time worked for employer	Additional	Cumulative	On appointment	5 days	5 days	On completion of 6 months	5 days	10 days	6 months to less than 12 months	10 days	20 days	On completion of each 12 months thereafter	10 days	
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<p><b>D.6.3</b> Personal leave will be available to a maximum of 26 weeks in any one continuous absence.</p>	<p><b>C.6.3</b> Personal leave will be available to a maximum of 26 weeks in any one continuous absence.</p>																				
<p><b>D.7 Payment of wages</b></p> <p><b>D.7.1</b> Additions to minimum salary will be conditional upon the pilot lodging the required flying returns within seven days of the completion of each contract or month, whichever is applicable, and will be paid within 28 days thereof.</p> <p><b>D.7.2</b> The minimum salary for a casual pilot will be paid weekly, fortnightly or as agreed with the pilot. For commission payment will be in accordance with the company practice but no less favourable then as stipulated in clause D.7.1.</p> <p><b>D.7.3</b> Reimbursement of expense claims reasonably claimed by a pilot will be made within seven days of lodgement.</p>	<p><b>C.7 Payment of wages</b></p> <p><b>C.7.1</b> Additions to minimum salary will be conditional upon the pilot lodging the required flying returns within seven days of the completion of each contract or month, whichever is applicable, and will be paid within 28 days thereof.</p> <p><b>C.7.2</b> The minimum salary for a casual pilot will be paid weekly, fortnightly or as agreed with the pilot. Commission payment will be in accordance with the company practice but no less favourable then as stipulated in clause C.7.1.</p> <p><b>C.7.3</b> Reimbursement of expense claims reasonably claimed by a pilot will be made within seven days of lodgement.</p>																				
<p><b>D.8 Protective clothing</b></p> <p><b>D.8.1</b> The employer must reimburse the pilot for the cost of purchase and maintenance of protective clothing and equipment (excluding crash helmet).</p> <p><b>D.8.2</b> This clause will not apply where the employer provides and maintains the protective clothing and equipment.</p>	<p><b>C.8 Protective clothing</b></p> <p><b>C.8.1</b> The employer must reimburse the pilot for the cost of purchase and maintenance of protective clothing and equipment (excluding crash helmet).</p> <p><b>C.8.2</b> This clause will not apply where the employer provides and maintains the protective clothing and equipment.</p>																				
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<p><b>D.9.3</b> A pilot engaged on a casual basis will be paid a minimum of one day's pay for each day the pilot reports for work.</p> <p><b>D.9.4</b> A pilot engaged on a casual basis will be given as much notice as possible when notifying cancellation of daily duty.</p>	<p><b>C.9.3</b> A pilot engaged on a casual basis will be paid a minimum of one day's pay for each day the pilot reports for work.</p> <p><b>C.9.4</b> A pilot engaged on a casual basis will be given as much notice as possible when notifying cancellation of daily duty.</p>
<p><b>D.9.5 Minimum additions to minimum salary—commission</b></p> <p>In addition to the minimum salary prescribed in clauses D.9.1 and D.9.2, a pilot will be paid the following minimum rate of commission:</p> <ul style="list-style-type: none"> <li>• 8% of the charge-out price of the aircraft for spreading;</li> <li>• 10% of the charge-out price of the aircraft for liquid spraying, pasture grass seeding, rice seeding, rabbit baiting and sundry activities; and</li> <li>• 12.5% of the charge-out price of the aircraft for night spraying.</li> </ul> <p><b>D.9.6 Training and/or checking</b></p> <p>Where CASA approves an agricultural pilot to perform training and/or checking duties and that pilot is directed by their employer to undertake such training and/or checking of other pilots, they will be paid the greater of an additional 3% of the standard rate per hour or 100% of the commission payable above while in command of the aircraft.</p> <p><b>D.9.7 Chief pilot</b></p> <p>A pilot designated a Chief pilot by their employer will be paid an additional 5% of minimum salary.</p>	<p><b>C.9.5 Minimum additions to minimum salary—commission</b></p> <p>In addition to the minimum salary prescribed in clauses C.9.1 and C.9.2, a pilot will be paid the following minimum rate of commission:</p> <ul style="list-style-type: none"> <li>• 8% of the charge-out price of the aircraft for spreading;</li> <li>• 10% of the charge-out price of the aircraft for liquid spraying, pasture grass seeding, rice seeding, rabbit baiting and sundry activities; and</li> <li>• 12.5% of the charge-out price of the aircraft for night spraying.</li> </ul> <p><b>C.9.6 Training and/or checking</b></p> <p>Where CASA approves an agricultural pilot to perform training and/or checking duties and that pilot is directed by their employer to undertake such training and/or checking of other pilots, they will be paid the greater of an additional \$22.96 per hour or 100% of the commission payable above while in command of the aircraft.</p> <p><b>C.9.7 Chief pilot</b></p> <p>A pilot designated a Chief pilot by their employer will be paid an additional 5% of minimum salary.</p>
<p><b>Schedule E—Sector Specific Conditions—Helicopter Operations</b></p> <p>Despite anything else contained in this award, the following clauses will apply to all employers and pilots conducting helicopter operations.</p> <p>If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.</p>	<p><b>Schedule D—Sector Specific Conditions—Helicopter Operations</b></p> <p>Despite anything else contained in this award, the following clauses will apply to all employers and pilots conducting helicopter operations.</p> <p>If a provision in this Schedule is inconsistent with another provision in this award, the provision in this schedule prevails to the extent of the inconsistency.</p>
<p><b>E.1 All helicopter operations</b></p> <p>The following provisions apply to all aspects of helicopter operations:</p>	<p><b>D.1 All helicopter operations</b></p> <p>The following provisions apply to all aspects of helicopter operations.</p>

<p><b>E.1.1 Co-pilots reclassification</b></p> <p>The co-pilot of an aircraft will be paid 70% of the appropriate on-shore or off-shore command rate as defined in clauses E.5 (on-shore operations) and E.6 (off-shore operations) of Schedule E to this award. After two years, there will be an assessment and if successful, the co-pilot will be reclassified as a senior co-pilot and paid at the single engine command rate or if they were to fail the assessment, then they would remain at the co-pilot level until passing the assessment.</p> <p><b>E.1.2 Police operations</b></p> <p>All pilots engaged in such police operations will be covered for accident insurance against death or serious injury for an amount of not less than seven times their gross annual salary.</p>	<p><b>D.1.1 Co-pilots reclassification</b></p> <p>The co-pilot of an aircraft will be paid <b>70%</b> of the appropriate on-shore or off-shore command rate as defined in clauses D.5 (on-shore operations) and D.6 (off-shore operations) of Schedule D to this award. After two years, there will be an assessment. If successful, the co-pilot will be reclassified as a senior co-pilot and paid at the single engine command rate. If they were to fail the assessment, then they would remain at the co-pilot level until passing the assessment.</p> <p><b>D.1.2 Police operations</b></p> <p>All pilots engaged in police operations will be covered for accident insurance against death or serious injury for an amount of not less than seven times their gross annual salary.</p>
<p><b>E.2 Transfers</b></p> <p><b>E.2.1</b> A pilot transferred will be entitled to receive payments from the employer for all reasonable expenses incurred by the pilot for the removal of the pilot, their spouse or de facto partner and dependent children under 21 years of age and their furniture, possessions and personal effects from one home base to another home base approved by the employer in advance or storage charges for such furniture or possessions, on production of receipts for expenditure. Where a pilot is on transfer with their family, positive load seats will be provided.</p> <p><b>E.2.2</b> A base will be regarded as home base for the purpose of this clause if the pilot is transferred there for a period which is either expressed at the time to exceed 28 days or while not expressed to exceed 28 days, does in fact do so other than by mutual agreement. A transfer to another home base if the pilot is notified in an approved manner during the course of that period that the transfer will extend for a period beyond such 28 days in which event temporary reimbursement will cease and the provisions herein will become applicable.</p> <p><b>E.2.3</b> When special circumstances arise, pilots may be allowed additional expenses subject to the approval of the employer.</p> <p><b>E.2.4</b> Where a pilot is transferred to a new home base at the employer's direction, the pilot will be entitled to first class accommodation provided by the employer for a period of up to two weeks.</p>	<p><b>D.2 Transfers</b></p> <p><b>D.2.1</b> A pilot transferred will be entitled to receive payments from the employer for all reasonable expenses incurred by the pilot for the removal of the pilot, their spouse or de facto partner and dependent children under 21 years of age and their furniture, possessions and personal effects from one home base to another home base approved by the employer in advance or storage charges for such furniture or possessions, on production of receipts for expenditure. Where a pilot is on transfer with their family, positive load seats will be provided.</p> <p><b>D.2.2</b> A base will be regarded as home base for the purpose of this clause if the pilot is transferred there for a period which is either expressed at the time to exceed 28 days or while not expressed to exceed 28 days, does in fact do so other than by mutual agreement. A transfer to another home base if the pilot is notified in an approved manner during the course of that period that the transfer will extend for a period beyond such 28 days in which event temporary reimbursement will cease and the provisions of this clause will become applicable.</p> <p><b>D.2.3</b> When special circumstances arise, pilots may be allowed additional expenses subject to the approval of the employer.</p> <p><b>D.2.4</b> Where a pilot is transferred to a new home base at the employer's direction, the pilot will be entitled to first class accommodation provided by the employer for a period of up to two weeks.</p>



<p><b>E.2.5</b> In the case of a pilot being transferred to another base, at least one month's notice of such transfer will be given unless the pilot consents to shorter notice.</p> <p><b>E.2.6</b> Where a pilot is operating on a field tour basis, the pilot may elect on a temporary basis to move their family to and from the tour site at the pilot's own expense. In such a case the pilot will continue to remain on a tour basis for all allowances, work cycles and duty hours. The employer will not be constrained from moving the work site of such a pilot but will nonetheless avoid doing so needlessly.</p> <p><b>E.2.7</b> On arrival at a base to which they have been permanently transferred a pilot will be granted reasonable time off to attend to personal matters arising out of this relocation.</p> <p><b>E.2.8</b> A pilot will not be transferred more than once every two years except by mutual agreement.</p>	<p><b>D.2.5</b> In the case of a pilot being transferred to another base, at least one month's notice of such transfer will be given unless the pilot consents to shorter notice.</p> <p><b>D.2.6</b> Where a pilot is operating on a field tour basis, the pilot may elect on a temporary basis to move their family to and from the tour site at the pilot's own expense. In such a case the pilot will continue to remain on a tour basis for all allowances, work cycles and duty hours. The employer will not be constrained from moving the work site of such a pilot but will avoid doing so unnecessarily.</p> <p><b>D.2.7</b> On arrival at a base to which they have been permanently transferred a pilot will be granted reasonable time off to attend to personal matters arising out of this relocation.</p> <p><b>D.2.8</b> A pilot will not be transferred more than once every two years except by mutual agreement.</p>
<p><b>E.3 Duty travel</b></p> <p><b>E.3.1</b> A pilot when required:</p> <p>(a) by their employer to undertake any travel in the course of the pilot's employment; or</p> <p>(b) by their employer to undertake any travel for the purpose of any training or certification, or for any other reason in the course of the pilot's employment,</p> <p>will be provided with reasonable class travel for all such duty travel at no expense to the pilot.</p> <p><b>E.3.2</b> As far as practicable all travel arrangements (including accommodation where the employer elects to provide same) will be made by the employer prior to the departure of the pilot from their home base and all such arrangements will be made known to the pilot prior to such departure.</p> <p><b>E.3.3</b> Where any travel undertaken in accordance with clause E.3.1 involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with clause E.5.6.</p> <p><b>E.3.4</b> Where a pilot in the course of their employment is required by the employer to undertake any local travel by means of using taxi cabs or</p>	<p><b>D.3 Duty travel</b></p> <p><b>D.3.1</b> A pilot when required by their employer to undertake any travel:</p> <p>(a) in the course of the pilot's employment; or</p> <p>(b) for the purpose of any training or certification, or for any other reason in the course of the pilot's employment,</p> <p>will be provided with reasonable class travel for all such duty travel at no expense to the pilot.</p> <p><b>D.3.2</b> As far as practicable all travel arrangements (including accommodation where the employer elects to provide same) will be made by the employer prior to the departure of the pilot from their home base and all such arrangements will be made known to the pilot prior to such departure.</p> <p><b>D.3.3</b> Where any travel undertaken in accordance with clause D.3.1 involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with clause D.5.6.</p> <p><b>D.3.4</b> Where a pilot in the course of their employment is required by the employer to undertake any local travel by means of using taxi cabs or public transport, the pilot may elect to pay their fares en route, and in such cases the employer will, on production of proper receipts, reimburse the</p>

public transport, the pilot may elect to pay their fares en route, and in such cases the employer will, on production of proper receipts, reimburse the pilot for all expenses incurred by them in such travel.

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**E.4 Additions to salary**

**D.4 Additions to salary**

**E.4.1 Additional qualifications**

**D.4.1 Additional qualifications**

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

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

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

A pilot who is required to hold an ATPL will be paid **\$3940.83** per annum in addition to the salary prescribed in clause D.5.1.

**(b) Instrument flying rating**

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

**(b) Instrument flying rating**

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

<b>Instrument flying rate</b>	<b>Percentage of the standard rate per annum</b>
	<b>%</b>
Command	625
Co-pilot	406
Night LVMC	156

<b>Instrument flying rate</b>	<b>\$ per annum</b>
Command	4782.56
Co-pilot	3106.75
Night LVMC	1193.73

**(c) Supervisory pilots**

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

**(c) Supervisory pilots**

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

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

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

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

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

**(b) Telephone**

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

**(c) Camping out**

Where a pilot is required to camp out in the course of their duties an allowance, additional to the allowance prescribed in clause E.4.2(a) will be paid at the rate of \$29.35 per night, provided camping equipment of first class standard will be supplied and all messing and other arrangements will be organised by the employer.

**(d) Transport**

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

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

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

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

**(b) Telephone**

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

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**(d) Transport**

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

their place of accommodation and return at the required time.

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

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

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

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

**E.5.1 Minimum salaries**

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

**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

**D.5 On-shore helicopter operations specific provisions**

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

**D.5.1 Minimum salaries**

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

	Minimum salary per annum
	\$
<b>Single engine</b>	
1st year of service	49,194
2nd year of service	50,346
3rd year of service	51,449
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8th year of service	57,143
9th year of service	58,294
<b>Twin 0–9000 lbs</b>	
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

7th year of service	59,447	6th year of service	58,294
8th year of service	60,600	7th year of service	59,447
9th year of service	61,752	8th year of service	60,600
<b>Twin over 9000 lbs</b>		9th year of service	61,752
1st year of service	54,836	<b>Twin over 9000 lbs</b>	
2nd year of service	55,990	1st year of service	54,836
3rd year of service	57,143	2nd year of service	55,990
4th year of service	58,294	3rd year of service	57,143
5th year of service	59,447	4th year of service	58,294
6th year of service	60,600	5th year of service	59,447
7th year of service	61,752	6th year of service	60,600
8th year of service	62,776	7th year of service	61,752
9th year of service	64,057	8th year of service	62,776
		9th year of service	64,057

**E.5.2 Service credits**

Pilots on commencement are entitled to the following service credits:

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

**D.5.2 Service credits**

Pilots on commencement are entitled to the following service credits:

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

<p><b>E.5.3 Specific on-shore operations additions to salary</b></p> <p><b>(a) Cattle mustering</b></p> <p>A helicopter pilot engaged in cattle mustering will be paid additionally an amount of 2.5% of the standard rate per day for each day or part thereof upon which the pilot is so engaged.</p>	<p><b>D.5.3 Specific on-shore operations additions to salary</b></p> <p><b>(a) Cattle mustering</b></p> <p>A helicopter pilot engaged in cattle mustering will be paid additionally an amount of <b>\$19.13</b> per day for each day or part thereof upon which the pilot is so engaged.</p>										
<p><b>(b) Police operations</b></p> <p>Pilots engaged on police owned and operated helicopter operations will be paid a special allowance of 1045% of the standard rate per annum for twin engine operations, and 710% of the standard rate per annum for single engine operations where they are authorised to carry out operations pursuant to CAO 95.17.</p> <p><b>E.5.4 Specific on-shore allowances—overnight allowance</b></p> <p>The following overnight allowance will be paid to a pilot for each night spent away from their home base; such amount is to be additional to any other allowance provided for under this award in respect of time spent away from home base:</p> <table border="0" data-bbox="197 858 896 965"> <tr> <td>Australia and dependencies</td> <td>2.5% of the standard rate</td> </tr> <tr> <td>Overseas</td> <td>2.5% of the standard rate</td> </tr> </table>	Australia and dependencies	2.5% of the standard rate	Overseas	2.5% of the standard rate	<p><b>(b) Police operations</b></p> <p>Pilots engaged on police owned and operated helicopter operations will be paid a special allowance of <b>\$7996.44</b> per annum for twin engine operations, and <b>\$5432.99</b> per annum for single engine operations where they are authorised to carry out operations pursuant to CAO 95.17.</p> <p><b>D.5.4 Specific on-shore allowances—overnight allowance</b></p> <p>The following overnight allowance will be paid to a pilot for each night spent away from their home base; such amount is to be additional to any other allowance provided for under this award in respect of time spent away from home base:</p> <table border="1" data-bbox="1220 834 1863 986"> <thead> <tr> <th></th> <th>\$ per night</th> </tr> </thead> <tbody> <tr> <td>Australia and dependencies</td> <td>19.13</td> </tr> <tr> <td>Overseas</td> <td>19.13</td> </tr> </tbody> </table>		\$ per night	Australia and dependencies	19.13	Overseas	19.13
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Overseas	19.13										
<p><b>E.5.5 Hours of duty</b></p> <p><b>(a) Duty/flight time</b></p> <p><b>(i)</b> Duty time and flight time, except where expressly varied by this clause, will be carried out in accordance with the provisions of the Civil Aviation Orders Part 48 and concessions approved by the Secretary of CASA.</p> <p><b>(ii)</b> Employers will make every effort to ensure a pilot will be rostered at least one weekend off in each 28 days.</p> <p><b>(iii)</b> A pilot while at their home base will receive four days free from all duties in every 14 day period, such duty free days</p>	<p><b>D.5.5 Hours of duty</b></p> <p><b>(a) Duty/flight time</b></p> <p><b>(i)</b> Duty time and flight time, except where expressly varied by this clause, will be carried out in accordance with the provisions of the Civil Aviation Orders Part 48 and concessions approved by the Secretary of CASA.</p> <p><b>(ii)</b> Employers will make every effort to ensure a pilot will be rostered at least one weekend off in each 28 days.</p> <p><b>(iii)</b> A pilot while at their home base will receive four days free from all duties in every 14 day period, such duty free days will</p>										

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

<p>away from home base will accrue an entitlement to one day off at home base for each five days away. Any portion of five days away will, for the purpose of determining accrued days off be added to the subsequent period of duty. The calculation of the accrual of days off will include the day of departure where the scheduled departure time is prior to 1200 hours and the day of return where the schedule arrival time is after 1200 hours.</p> <ul style="list-style-type: none"> <li>(v) Any accrued days off accruing under the above clauses will not be included as part of annual leave.</li> <li>(vi) Any accrued days off under this clause will be taken immediately upon return to home base, provided that such accrued days may be taken at an alternative time mutually agreed upon between the pilot and the employer.</li> <li>(vii) For the purpose of this clause duty away from home base will not include training.</li> </ul>	<p>at home base for each five days away. Any portion of five days away will, for the purpose of determining accrued days off be added to the subsequent period of duty. The calculation of the accrual of days off will include the day of departure where the scheduled departure time is prior to 1200 hours and the day of return where the schedule arrival time is after 1200 hours.</p> <ul style="list-style-type: none"> <li>(v) Any accrued days off accruing under the above clauses will not be included as part of annual leave.</li> <li>(vi) Any accrued days off under this clause will be taken immediately upon return to home base, provided that such accrued days may be taken at an alternative time mutually agreed upon between the pilot and the employer.</li> <li>(vii) For the purpose of this clause duty away from home base will not include training.</li> </ul>
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**E.5.6 Travelling and working away from home base**

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

Breakfast	\$25.77
Lunch	\$28.88
Dinner	\$49.65

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

- (a) Consultation must occur between pilots and/or their representative before establishing hotel accommodation and/or arrangements for meals at new overnight points or before changing existing arrangements for meals and/or accommodation.
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	\$ per meal
Breakfast	25.77
Lunch	28.88
Dinner	49.65



<p>(iii) Where a pilot elects to charge any meal or meals direct to the employer the allowances for such meals prescribed by clause E.5.6(b)(ii) will not be payable nor will the amounts charged exceed those set out in clause E.5.6(b)(ii) in respect of any meal, or, where the three meals are taken the total of those amounts on a daily basis.</p> <p>(c) Where a pilot is not relieved from duty for a continuous period of 20 minutes between the fourth and fifth hours since the commencement of duty or at some other mutually agreed time, then the pilot will be paid an allowance of \$19.67.</p> <p>(d) Where, during a tour of duty a pilot is shut down away from home base between the hours of 1200 and 1400, the pilot will receive an allowance of \$19.67. The allowance will not be payable where the employer provides the pilot with a meal.</p> <p>(e) The employer will reimburse the pilot for reasonable actual laundry expenses incurred while away from home base.</p> <p>(f) Where first class accommodation is available in the area and cannot be or has not been provided, the employer will pay the pilot a disability allowance of up to \$21.85 per night if such is not provided. The payment of this allowance will not be deemed permissive avoidance of the obligations of the company to provide first class accommodation.</p>	<p>(iii) Where a pilot elects to charge any meal or meals direct to the employer the allowances for such meals prescribed by clause D.5.6(b)(ii) will not be payable nor will the amounts charged exceed those set out in clause D.5.6(b)(ii) in respect of any meal, or, where the three meals are taken the total of those amounts on a daily basis.</p> <p>(c) Where a pilot is not relieved from duty for a continuous period of 20 minutes between the fourth and fifth hours since the commencement of duty or at some other mutually agreed time, then the pilot will be paid an allowance of <b>\$19.67</b>.</p> <p>(d) Where, during a tour of duty a pilot is shut down away from home base between the hours of 1200 and 1400, the pilot will receive an allowance of <b>\$19.67</b>. The allowance will not be payable where the employer provides the pilot with a meal.</p> <p>(e) The employer will reimburse the pilot for reasonable actual laundry expenses incurred while away from home base.</p> <p>(f) Where first class accommodation is available in the area and cannot be or has not been provided, the employer will pay the pilot a disability allowance of up to <b>\$21.85</b> per night if such is not provided. The payment of this allowance will not be deemed permissive avoidance of the obligations of the company to provide first class accommodation.</p>
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<p><b>E.6 Off-shore helicopter specific provisions</b></p> <p><b>E.6.1 Minimum salaries</b></p> <p>The following must be the minimum annual salaries for helicopter pilots engaged in offshore hydrocarbons and gas operations, marine pilot transfer, search and rescue (as defined):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Single engine command</th> <th style="text-align: center;">Minimum salary per annum</th> </tr> <tr> <td></td> <th style="text-align: center;">\$</th> </tr> </thead> <tbody> <tr> <td colspan="2"><i>UTBNI 9000 lbs</i></td> </tr> <tr> <td>1st year of service</td> <td style="text-align: right;">51,379</td> </tr> <tr> <td>2nd year of service</td> <td style="text-align: right;">52,532</td> </tr> </tbody> </table>	Single engine command	Minimum salary per annum		\$	<i>UTBNI 9000 lbs</i>		1st year of service	51,379	2nd year of service	52,532	<p><b>D.6 Off-shore helicopter specific provisions</b></p> <p><b>D.6.1 Minimum salaries</b></p> <p>The following must be the minimum annual salaries for helicopter pilots engaged in off-shore hydrocarbons and gas operations, marine pilot transfer, search and rescue (as defined):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Single engine command</th> <th style="text-align: center;">Minimum salary per annum</th> </tr> <tr> <td></td> <th style="text-align: center;">\$</th> </tr> </thead> <tbody> <tr> <td colspan="2"><i>UTBNI 9000 lbs</i></td> </tr> <tr> <td>1st year of service</td> <td style="text-align: right;">51,379</td> </tr> <tr> <td>2nd year of service</td> <td style="text-align: right;">52,532</td> </tr> </tbody> </table>	Single engine command	Minimum salary per annum		\$	<i>UTBNI 9000 lbs</i>		1st year of service	51,379	2nd year of service	52,532
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Current award

Air Pilots Award 2016

3rd year of service	53,685	3rd year of service	53,685
4th year of service	54,836	4th year of service	54,836
5th year of service	55,990	5th year of service	55,990
6th year of service	57,143	6th year of service	57,143
7th year of service	58,294	7th year of service	58,294
8th year of service	59,447	8th year of service	59,447
9th year of service	60,600	9th year of service	60,600
10th year of service	61,752	10th year of service	61,752
11th year of service	62,904	11th year of service	62,904
12th year of service	64,057	12th year of service	64,057
13th year of service	65,209	13th year of service	65,209
14th year of service	66,363	14th year of service	66,363
15th year of service	67,516	15th year of service	67,516
<b>All other operations command</b>		<b>All other operations command</b>	
1st year of service	57,143	1st year of service	57,143
2nd year of service	58,294	2nd year of service	58,294
3rd year of service	59,447	3rd year of service	59,447
4th year of service	60,600	4th year of service	60,600
5th year of service	61,752	5th year of service	61,752
6th year of service	62,904	6th year of service	62,904
7th year of service	64,057	7th year of service	64,057
8th year of service	65,209	8th year of service	65,209
9th year of service	66,363	9th year of service	66,363
10th year of service	67,516	10th year of service	67,516
11th year of service	68,667	11th year of service	68,667
12th year of service	69,820	12th year of service	69,820
13th year of service	70,973	13th year of service	70,973
14th year of service	72,124	14th year of service	72,124
15th year of service	73,277	15th year of service	73,277

**E.6.2 Service credits**

Pilots on commencement are entitled to the following service credits:

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

**D.6.2 Service credits**

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<i>Single engine</i>	
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Any other IFR Helicopter lapsed or otherwise	1 year
Maximum IFR credit	2 years
Total maximum twin credit	4 years

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

**Special duties**

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

**E.6.4 Allowances**

**(a) Area allowances**

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

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

**Special duties**

A pilot employed for off-shore helicopter operations will be paid a special duties addition to salary of **\$5930.38** per annum.

**D.6.4 Allowances**

**(a) Area allowances**

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

<p><b>(b) Telephone</b></p> <p><b>(i)</b> Where the employer requires a pilot to install a telephone, the employer will pay all installation and rental costs.</p> <p><b>(ii)</b> The employer will reimburse pilots for all amounts paid for local and long distance calls made in connection with their employment. All such calls will be logged and the claim in respect of long distance calls will be supported by the appropriate Telstra (or other provider) statements.</p>	<p><b>(b) Telephone</b></p> <p><b>(i)</b> Where the employer requires a pilot to install a telephone, the employer will pay all installation and rental costs.</p> <p><b>(ii)</b> The employer will reimburse pilots for all amounts paid for local and long distance calls made in connection with their employment. All such calls will be logged and the claim in respect of long distance calls will be supported by the appropriate Telstra (or other provider) statements.</p>
<p><b>(c) Camping out</b></p> <p>Where a pilot is required to camp out in the course of their duties an allowance, additional to the allowance prescribed in clause E.6.4(a) will be paid at the rate of \$30.55 per night, provided camping equipment of first class standard will be supplied and all messing and other arrangements will be organised by the employer.</p>	<p><b>(c) Camping out</b></p> <p>Where a pilot is required to camp out in the course of their duties an allowance, additional to the allowance prescribed in clause D.6.4(a) will be paid at the rate of <b>\$30.55</b> per night, provided camping equipment of first class standard will be supplied and all messing and other arrangements will be organised by the employer.</p>
<p><b>(d) Transport</b></p> <p><b>(i)</b> Where a pilot will be away from home base for more than 48 hours, the employer will, upon request by the pilot, provide suitable transport or the cost thereof between the pilot's home and their base airport, irrespective of time of departure or return, provided that the employer may elect to pay the pilot an allowance of \$0.78 per kilometre instead of provision of transport, provided further that this will be for a maximum of 100 kilometres return.</p> <p><b>(ii)</b> Where a pilot stays at any designated place away from the pilot's home base, they will be provided by the employer with transport, free of cost to the pilot, between the airport and the pilot's place of accommodation, and return at the required time.</p> <p><b>(iii)</b> No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees.</p> <p><b>(iv)</b> Where a pilot agrees to use their private vehicle for the employer's purposes, then the pilot will be paid an allowance of \$0.78 per kilometre.</p>	<p><b>(d) Transport</b></p> <p><b>(i)</b> Where a pilot will be away from home base for more than 48 hours, the employer will, upon request by the pilot, provide suitable transport or the cost thereof between the pilot's home and their base airport, irrespective of time of departure or return, provided that the employer may elect to pay the pilot an allowance of <b>\$0.78</b> per kilometre instead of provision of transport, provided further that this will be for a maximum of 100 kilometres return.</p> <p><b>(ii)</b> Where a pilot stays at any designated place away from the pilot's home base, they will be provided by the employer with transport, free of cost to the pilot, between the airport and the pilot's place of accommodation, and return at the required time.</p> <p><b>(iii)</b> No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees.</p> <p><b>(iv)</b> Where a pilot agrees to use their private vehicle for the employer's purposes, then the pilot will be paid an allowance of <b>\$0.78</b> per kilometre.</p>

<p><b>E.6.5 Hours of duty</b></p> <p>(a) A pilot on duty away from home base will be entitled to accommodation, meals and transport in accordance with clause E.5.6.</p> <p>(b) A period of duty away from home base will be of up to 28 days duration provided, however, the tour may be extended a further 14 days by mutual agreement.</p> <p>(c) Where a pilot is on duty away from home base, the pilot may elect to defer duty free days in excess of those duty days referred to under CAO 48 and in this event, the pilot will on return to home base, immediately receive the deferred days off.</p> <p>(d) A pilot on tour of duty will be employed on the basis of twelve 28 day cycles of duty per annum, consisting of 15 days on duty and 13 days off. Such days off to be taken at the pilot's home base. In addition the pilot will be entitled to 42 days annual leave per annum (inclusive of Saturdays, Sundays and public holidays), which will consist of one period of 13 days off associated with a duty cycle plus 29 days.</p> <p>(e) Any accrued days off under the above clause will not be included as part of annual leave except as provided in clause E.6.5(d). Methods of achieving correct ratios between periods of duty away from home base and days off may be agreed between the majority of affected employees and individual employers provided the principles set out in this clause are adhered to.</p>	<p><b>D.6.5 Hours of duty</b></p> <p>(a) A pilot on duty away from home base will be entitled to accommodation, meals and transport in accordance with clause D.5.6.</p> <p>(b) A period of duty away from home base will be of up to 28 days duration provided, however, the tour may be extended a further 14 days by mutual agreement.</p> <p>(c) Where a pilot is on duty away from home base, the pilot may elect to defer duty free days in excess of those duty days referred to under CAO 48 and in this event, the pilot will on return to home base, immediately receive the deferred days off.</p> <p>(d) A pilot on tour of duty will be employed on the basis of twelve 28 day cycles of duty per annum, consisting of 15 days on duty and 13 days off. Such days off to be taken at the pilot's home base. In addition the pilot will be entitled to 42 days annual leave per annum (inclusive of Saturdays, Sundays and public holidays), which will consist of one period of 13 days off associated with a duty cycle plus 29 days.</p> <p>(e) Any accrued days off under the above clause will not be included as part of annual leave except as provided in clause D.6.5(d). Methods of achieving correct ratios between periods of duty away from home base and days off may be agreed between the majority of affected employees and individual employers provided the principles set out in this clause are adhered to.</p>
<p><b>E.6.6 Travelling and working away from home base</b></p> <p>(a) Consultation must occur with pilots and/or their representatives before establishing hotel accommodation and/or arrangements for meals at new overnight points or before changing existing arrangements for meals and/or accommodation.</p> <p>(b) Pilots away from home base on flight duty or training or other duty under employer direction will:</p> <p>(i) be provided with first class accommodation and transport as provided in clause E.6.4 or the employer may pay an</p>	<p><b>D.6.6 Travelling and working away from home base</b></p> <p>(a) Consultation must occur with pilots and/or their representatives before establishing hotel accommodation and/or arrangements for meals at new overnight points or before changing existing arrangements for meals and/or accommodation.</p> <p>(b) Pilots away from home base on flight duty or training or other duty under employer direction will:</p> <p>(i) be provided with first class accommodation and transport as provided in clause D.6.4 or the employer may pay an</p>

<p>allowance instead of the provision of accommodation; and</p> <p>(ii) be paid a daily travelling allowance (DTA) as set out in clause E.6.6(c).</p> <p>(c) <b>Pilots operating away from home base</b></p> <p>(i) A pilot on a tour of duty as per clause E.6.5 will be paid a DTA of \$5.03 per hour or part thereof calculated from arrival or departure from the operational base. Where breakfast, lunch and dinner are provided, a DTA of \$1.80 per hour or part thereof will apply instead.</p> <p>(ii) Where a pilot has not reached the operational base within eight hours of departure from their home base DTA will commence. Provided further that where a pilot departs their operational base and is then delayed, DTA will apply until eight hours prior to the pilot's return to home base or actual departure from operational base, whichever is later.</p>	<p>allowance instead of the provision of accommodation; and</p> <p>(ii) be paid a daily travelling allowance (DTA) as set out in clause D.6.6(c).</p> <p>(c) <b>Pilots operating away from home base</b></p> <p>(i) A pilot on a tour of duty as per clause D.6.5 will be paid a DTA of <b>\$5.03</b> per hour or part thereof calculated from arrival or departure from the operational base. Where breakfast, lunch and dinner are provided, a DTA of <b>\$1.80</b> per hour or part thereof will apply instead.</p> <p>(ii) Where a pilot has not reached the operational base within eight hours of departure from their home base DTA will commence. Provided further that where a pilot departs their operational base and is then delayed, DTA will apply until eight hours prior to the pilot's return to home base or actual departure from operational base, whichever is later.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule E—Summary of Hourly Rates of Pay</b></p> <p><i>Clause inserted - proposed new provision</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p><b>Schedule F—Summary of Monetary Allowances</b></p> <p><i>Clause inserted - proposed new provision</i></p>
<p><b>Schedule F—2015 Part-day Public Holidays</b></p> <p><i>Provision not reproduced – no change</i></p>	<p><b>Schedule G—2015 Part-day Public Holidays</b></p> <p><i>Provision not reproduced – no change</i></p>