

PILOTS' (GENERAL AVIATION) AWARD 1998
AUSTRALIAN FEDERATION OF AIR PILOTS

1. AWARD TITLE

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

2. ARRANGEMENT

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3. DEFINITIONS

- 3.1 Appropriate accommodation** means accommodation which is as a minimum, quiet and free from factors which may reduce adequate rest and must provide a separate room for each pilot.
- 3.2 Assignment** means a tour of duty conducted by a pilot operating from other than the pilot's home base without having been transferred.
- 3.3 Calendar day** means all time between midnight (zero hours) and the following midnight (2400 hours).

- 3.4 Casual pilot** means a pilot engaged to perform occasional and/or irregular pilot duties.
- 3.5 Check pilot** means a pilot who is approved by the Civil Aviation Safety Authority to conduct, and who does so conduct, flight proficiency tests for the issue and renewal of pilots' approvals, ratings, licences, and who certifies to the competency of pilots so tested.
- 3.6 Chief Flying Instructor** means the instructor appointed by a school and approved by the Civil Aviation Safety Authority to carry out the function of Chief Flying Instructor, or Chief Pilot at the school rating level specified on the flying school licence issued to the school by the Civil Aviation Safety Authority.
- 3.7 Chief Pilot** means the pilot appointed by the employer and who is approved by the Civil Aviation Safety Authority to perform the duties and responsibilities of the Chief Pilot.
- 3.8 Child** means a child of the pilot under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the pilot for the purposes of adoption, other than a child or step-child of the pilot or of the spouse of the pilot or a child who has previously lived continuously with the pilot for a period of six months or more.
- 3.9 CAO** means Civil Aviation Orders made under subsection 98(4A) or referred to in subsection 98(5) of the *Civil Aviation Act 1988*.
- 3.10 CAR** means Civil Aviation Regulations
- 3.11 Continuous Service** means service will be considered as continuous which includes all approved absences under the award and other employer and pilot agreed absences.
- 3.12 Dead head travel** means all travel performed at the direction of the employer not associated with the actual operation of the aircraft and will be regarded as duty time.
- 3.13 Designated day off** means a day or days on which a pilot is rostered to be free of all duty in their home base or base to which the pilot has been temporarily transferred and will extend from 2200 hours on the day preceding until 0600 hours on the day succeeding such day.
- 3.14 Duty time** means all time on duty in accordance with the CAO's and this award.
- 3.15 First Officer** means a pilot who is appointed as First Officer by the employer and who currently is licensed by the Civil Aviation Safety Authority to act as second or third in command of an aircraft requiring two or more pilots.
- 3.16 Flight Instructor Grade I** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Civil Aviation Safety Authority with a Grade I Instructor rating and who is required by their employer to exercise the privileges of their rating and whose duties include flight instruction.
- 3.17 Flight Instructor Grade II** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Civil Aviation Safety Authority with a Grade II

Instructor rating, or Grade I Instructor rating and who is required by their employer to exercise the privileges of their rating and whose duties include flight instruction.

- 3.18 Flight Instructor Grade III** means a person who is the holder of a commercial or higher pilot's licence which is endorsed by the Civil Aviation Safety Authority with a Grade III Instructor rating and who is required by their employer to exercise the privileges of their rating and whose duties include flight instruction.
- 3.19 Flight time** means time on duty as a crew member in an aircraft and is calculated from chock to chock.
- 3.20 Home base** means the base at which a pilot from time to time is permanently domiciled.
- 3.21 Layover** will mean the continuous period of time in excess of nine hours in every 24 hours period standing alone from the time of commencement of duties that a pilot spends free of duty between consecutive duty periods at a port other than the pilot's home base. For the purpose of this definition a temporary transfer base will be regarded as home base.
- 3.22 Low capacity RPT** means flying performed as Low-Capacity Airline Operations.
- 3.23 Night operations** means all duty between the hours of 2300 and 0400 hours local time at departure base.
- 3.24 Permanent** means any period in excess of 180 days.
- 3.25 Permanent transfer** means the transfer of a pilot from home base to a new home base for a period of 180 calendar days or more.
- 3.26 Pilot** means a person who is the holder of a Commercial Pilot's Licence or Airline Transport Pilot's Licence and is employed under the provisions of the award.
- 3.27 Redundancy** when an employer decides that the position held by that pilot is no longer required and this is not due to the ordinary and customary turnover of labour.
- 3.28 Salary** will mean base salaries and additions to base salaries prescribed by clause 32 – Classification and salary of this award.
- 3.29 Senior Instructor** means a pilot who is designated by their employer as Senior Instructor and who is required to carry out duties associated therewith in addition to flying duties.
- 3.30 Sign off time** means the time an operating pilot completes all duties associated with a tour of duty, which unless otherwise agreed to between the parties will be fifteen minutes after the actual arrival where flight duty is involved.
- 3.31 Sign on time** means the actual sign on time for duty by an operating pilot where flight duty is involved which will not be less than 45 minutes prior to the scheduled departure of the flight, (and not less than fifteen minutes in the case of Flight Instructors commencing flight instruction duties), unless otherwise agreed between an employer and the pilot.

- 3.32 Temporary transfer** means the transfer of a pilot from home base to another base for the purpose of being temporarily utilised at that base for a minimum of six days and a maximum of 180 days.
- 3.33 Training Pilot** means a pilot other than a Check Pilot who is appointed to perform route endorsing and or training duties.
- 3.34 The Federation** means the Australian Federation of Air Pilots.
- 3.35 URTI** means Upper Respiratory Tract Infection.

4. DATE THE AWARD STARTS

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

5. WHERE AND WHO THE AWARD COVERS

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

6. WHO IS BOUND BY THIS AWARD?

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

7. RELATIONSHIP WITH OTHER AWARDS

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

8. ENTERPRISE FLEXIBILITY PROVISIONS

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

Where an employer or pilots wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process will apply:

- 8.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
- 8.2** For the purpose of the consultative process the pilots may nominate the Federation or another to represent them.

8.3 Where agreement is reached an application will be made to the Commission.

9. POSTING OF AWARD

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

10. FACILITATIVE PROVISIONS

10.1 A facilitative provision provides that the standard approach in an award may be departed from by agreement between an individual employer and an employee, or the majority of employees, in the enterprise or part of the enterprise concerned.

10.2 The following lists the facilitative provisions and the level of agreement required:

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

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

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

10.5 Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

10.6 If any dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure in clause 11 – Dispute resolution procedure.

11. DISPUTE RESOLUTION PROCEDURE

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

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

11.6 Redundancy disputes

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

12. ANTI-DISCRIMINATION

- 12.1 It is the intention of the respondents to this award to achieve the principal object in S.3(j) of the *Workplace Relations Act 1996* through respecting and valuing diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 12.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 12.3 Nothing in this clause is taken to affect:

- 12.3.1** Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 12.3.2** A pilot, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 12.3.3** The exemptions in s.170CK(3) and (4) of the Act.

13. TYPES OF EMPLOYMENT

13.1 General

- 13.1.1** Pilots under this award will be employed in one of the following categories:
- full-time pilots; or
 - part-time pilots; or
 - casual pilots.
- 13.1.2** At the time of engagement an employer will inform each pilot of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Which will include any provision for a probationary period not greater than six months.

13.2 Casual Employment

- 13.2.1** A casual pilot will be paid per flying hour at the rate of 1/800 of the annual salary prescribed for the class of work performed (including additions to salary).
- 13.2.2** A casual pilot will be paid in addition to the amount in 13.2.1 an amount of 25 percent for each hour.
- 13.2.3** Casual pilots must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- 13.2.4** On each occasion a casual pilot is required to attend work the pilot is entitled to minimum payment as follows;
- 13.2.4(a)** for a tour of duty or stand by away from the airport up to four hours, a minimum of two hours pay; and
- 13.2.4(b)** A tour of duty or stand by away from the airport exceeding four hours, a minimum of four hours pay.
- 13.2.5** For the purposes of calculation payment is to be calculated for each flying hour or part thereof.

13.3 Part-time pilots

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

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

14. PILOT DUTIES

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

15. HOURS OF WORK

15.1 Flying hours

- 15.1.1** A pilot will not fly and the employer will not roster the pilot to fly as a flight crew member in excess of 900 hours in 365 consecutive days.
- 15.1.2** A pilot will not fly and the employer will not roster the pilot to fly in excess of 100 hours in 30 consecutive days.

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

15.2 Reserve time

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

15.3 Periods of duty

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

15.4 Periods free of duty

- 15.4.1** When a pilot completes the maximum permissible flying or duty hours prescribed in CAO 48 the employer will not require the pilot to perform any further duties whatsoever for the remainder of the relevant period.
- 15.4.2** The employer will ensure that a pilot is rostered at least one weekend off in each 28 day cycle, where practical.

- 15.4.3** A pilot on a temporary assignment away from home base may elect to defer duty-free days. The pilot will receive the deferred days off immediately upon return to home base.
- 15.4.4** A pilot will not be rostered for a tour of duty terminating after 2200 hours on the day preceding the rostered day or days free of duty and will not be rostered to commence duty prior to 0600 hours on the day following the day or days free of duty.
- 15.4.5** Where a tour of duty, rostered to terminate before 2200 hours on the day preceding the day or days rostered free of duty, is extended by delays so that it terminates after 2200 hours, the pilot will be regarded as having worked on a day off. In the above circumstances 15.4.8 applies, except where a pilot receives six or more calendar days free of duty in any fortnight standing alone.
- 15.4.6** Where a tour of duty is cancelled and the pilot has been notified of the cancellation by 1900 hours on the preceding day, then the day of the cancellation may be regarded as a day off.
- 15.4.7** If a tour of duty scheduled to commence after 1200 hours is cancelled, and the pilot has been notified of the cancellation by 2000 hours on the preceding day, then the day of the cancellation may be regarded as a day off.
- 15.4.8** A pilot will not be required to work on a rostered duty-free day. In the event of unforeseen circumstances an employer may request a pilot to work on a rostered duty-free day. If a pilot agrees to work:
- 15.4.8(a)** a substitute duty-free day will be arranged within a month of the day worked; and
 - 15.4.8(b)** the pilot will receive an additional amount of \$69.65 for each day worked.
- 15.4.9** When a pilot on assignment away from home base is not required for duty on any rostered duty day, such day will not be deemed to be a day off.
- 15.4.10** A tour of duty or period of reserve time at home will be preceded by a rest period on the ground of at least:
- 15.4.10(a)** nine consecutive hours embracing the hours between 2200 and 0600 local time; or
 - 15.4.10(b)** ten consecutive hours.
- 15.4.11** When an aircraft is scheduled to arrive at such a time that the pilots would be free of duty not later than 2200 local time and the aircraft is delayed beyond that time, the nine hour rest period prescribed may be commenced up to 2300 local time, provided the succeeding tour of duty does not exceed six hours.
- 15.4.12** An employer will not roster a pilot for a tour of duty in excess of eleven hours. Where a tour of duty has commenced it may be extended to twelve hours.

15.4.13 Where an extension occurs the pilot will receive a rest period on the ground of not less than:

15.4.13(a) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeds eleven hours; or

15.4.13(b) ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeded eleven hours.

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

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

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

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

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

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

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

15.4.18 The employer will not roster a pilot to fly when completion of the flight will result in the pilot exceeding 90 hours of duty of any nature associated with the employment in each fortnight standing alone. For the purpose of this clause, duties associated with a pilot's employment include reserve time at the airport, tour of duty, deadhead transportation, administrative duties and all forms of ground training. The operator will designate the day on which the first of the fortnightly periods will start.

15.5 Facilitative provision

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

16. ROSTER

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

17. MEAL BREAKS

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

18. CHANGE OF PILOT CATEGORY / CLASSIFICATION

18.1 Temporary

- 18.1.1** An employer may require a pilot to carry out flying duties of a different category of classification either within the pilots' home base or at a temporary transfer base.
- 18.1.2** If the relief or temporary transfer involves flying duties of a category or classification attracting a higher level of remuneration and/or employment benefit, the pilot will be paid for all such duties at the applicable higher rate and benefit appropriate to the pilots period of service with the employer for a minimum of one week. Except as stated in 18.1.3, the remuneration rate and benefits will return to the pilots normal rate at the expiry of the relief/transfer or one week, whichever is the latter.
- 18.1.3** Should a period or periods of flying in a category or classification attracting a higher level of remuneration and/or benefits exceed 90 days in the aggregate in any twelve month period standing alone, excluding a period spent relieving another pilot on long service leave, the pilot will be paid at the higher rate of remuneration and benefit for twelve months.
- 18.1.4** If, during a relief or temporary transfer a pilot is required to carry out flying duties in a category or classification attracting a lower level of remuneration the pilot will continue on the existing salary scale.

18.2 Permanent

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

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

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

19. TRAINING - CLASSIFICATION

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

20. TRANSFERS

20.1 Permanent

- 20.1.1 A pilot who is permanently transferred by the employer will be reimbursed for all reasonable expenses incurred by the pilot for the consequential removal of the pilot, immediate family (including dependent children under 21 years of age), and their furniture, possessions and personal effects as approved by the employer prior to the transfer.
- 20.1.2 A pilot transferred to a new home base will be reimbursed the costs of appropriate accommodation until the pilot has obtained suitable permanent accommodation and the provision of the reimbursement will be limited to a period of up to two weeks.
- 20.1.3 A pilot will be given no less than 56 days written notice by his employer of an intended permanent transfer, provided that within this period the pilot will be given at least 28 days written notice of the actual date of transfer.
- 20.1.4 Except that the pilot and the employer may mutually agree in a specific case that a shorter period of time represents adequate notice.

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

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

20.2 Temporary

20.2.1 A pilot who is to be sent on a temporary transfer will be notified as soon as possible in advance, but unless the pilot consents to less notice, this will in no case be later than 48 hours prior to the pilot's scheduled departure from the pilot's home base to commence such transfer.

20.2.2 A pilot whose child is due to be born will wherever possible, not be required by his employer to transfer away from the pilot's home base during the two week period immediately preceding the anticipated confinement of his wife and during the two-week period immediately following the birth of the child.

20.2.3 On completion of a temporary transfer assignment a pilot will be granted one day free of all duty for each week or part thereof in respect of the pilot's period of transfer at their home base.

20.2.4 Until such time as agreed alternative accommodation becomes available the provisions of clause 31 – Accommodation and meal allowances will apply to a pilot on temporary transfer. The cost of such agreed alternative accommodation will be reimbursed to the pilot.

20.2.5 Where the temporary transfer is to be for a period in excess of 28 days the employer will reimburse the cost of travel for the pilot's spouse and each dependent child as defined to join the pilot when the agreed alternative accommodation is occupied by the pilot. Excepting that where agreed alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days the pilot will be entitled to reimbursement of the travel and accommodation costs of the pilot's spouse and each dependent child.

20.2.6 In the case of a temporary transfer a pilot will be reimbursed any actual reasonable personal expense to which the pilot will be put as a result of such transfer away from the pilot's home base.

20.2.7 If a pilot on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either the pilot's expense arrangements or the terms of the pilot's transfer, the pilot will be allowed additional expenses subject to the approval of the employer, and either the pilot or the employer may raise for attention any inadequacy of terms of the transfer.

20.3 By agreement at the enterprise between the employer and affected employee/s the provisions contained in this clause may be varied in accordance with the provisions contained in clause 10 – Facilitative provisions.

21. REDUNDANCY

21.1 Definitions

21.1.1 Business includes trade, process, business or occupation and includes part of any such business.

21.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the pilot has been doing done by anyone and that decision leads to the termination of employment of the pilot, except where this is due to the ordinary and customary turnover of labour.

21.1.3 Small employer means an employer who employs fewer than 15 employees.

21.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

21.1.5 Week's pay means the ordinary time rate of pay for the pilot concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

21.2 Transfer to lower paid duties

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

21.3 Severance pay

21.3.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined in 21.1, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay

6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

* **Week's pay** is defined in 21.1.

21.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in 21.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

* **Week's pay** is defined in 21.1.

21.3.3 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

21.3.4 Continuity of service shall be calculated in the manner prescribed by clause 3.11. Provided that service prior to 31 March 2005 shall not be taken into account in calculating an entitlement to severance pay for an employee of a small employer pursuant to 21.3.2.

21.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [[PR032004](#), 26 March 2004] and the *Redundancy Case Supplementary Decision* [[PR062004](#), 8 June 2004].

21.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 22 – Termination of Employment. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

21.5 Alternative employment

21.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

21.5.2 This provision does not apply in circumstances involving transmission of business as set in 21.7.

21.6 Job search entitlement

21.6.1 During the period of notice of termination given by the employer in accordance with 22.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

21.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 22.3.

21.7 Transmission of business

21.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

21.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

21.7.1(b) Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

21.7.2 The Commission may vary 21.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

21.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

21.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

22 TERMINATION OF EMPLOYMENT

22.1 Notice of termination by employer

22.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

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

22.1.2 In addition to the notice in 22.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

22.1.3 Payment in lieu of the prescribed notice in 22.1.1 and 22.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

22.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

22.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

22.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

22.1.4(c) any other amounts payable under the employee's contract of employment.

22.1.5 The period of notice in this clause does not apply:

- 22.1.5(a)** in the case of dismissal for serious misconduct;
- 22.1.5(b)** to apprentices;
- 22.1.5(c)** to employees engaged for a specific period of time or for a specific task or tasks;
- 22.1.5(d)** to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- 22.1.5(e)** to casual employees.

22.1.6 Continuous service is defined in clause 3.11.

22.2 Notice of termination by an employee

22.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

22.2.2 If an employee fails to give the notice specified in 22.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 22.1.4.

22.3 Job search entitlement

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

22.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 21 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

22.5 Qualification on termination

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

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

23. ANNUAL LEAVE

- 23.1** A pilot on permanent hire will be entitled to 42 consecutive days' recreation leave inclusive of Saturdays, Sundays and public holidays on full salary for each completed year of service, with a right to take two rostered days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.
- 23.2** A period of leave will commence on a Monday unless otherwise mutually agreed.
- 23.3** Normally leave will be granted and will be taken when it falls due every twelve months from the date on which it falls due or alternatively fifteen months from the date of commencement of the preceding period of leave unless mutually agreed to defer.
- 23.4** Annual recreation leave will be taken in no more than two periods unless otherwise mutually agreed between the pilot and the employer.
- 23.5** In addition to the entitlement to payment under 23.1 of this clause, a pilot when proceeding on recreation leave will be paid in respect of the first four of six weeks recreation leave falling due each year either:
- 23.5.1** a recreation leave loading equivalent to 17.5 percent of the award salary inclusive of allowances and additions to salary prescribed by the award; or
 - 23.5.2** the pilot's actual salary inclusive of allowances and additions to salary; whichever amount is greater.
- 23.6** On termination of employment a pilot will be paid fully in lieu of recreation leave:
- 23.6.1** For all untaken recreation leave entitlements that have fallen due in relation to any completed years of service, in accordance with 23.1 of this clause, and the loading specified in 23.5 hereof for each completed year of service; and
 - 23.6.2** For the balance of the employment period, or for the whole period where it has been less than one completed year, at the rate of 1/365 of the entitlement in 23.1 for each completed day of employment in respect of which recreation leave has not been granted.
 - 23.6.3** The recreation leave loading, as specified in 23.5 of this clause, will be paid in the case of redundancy.
- 23.7** A pilot will be paid in full for the period of leave to be taken prior to commencing such leave unless mutually agreed between the pilot and the employer.
- 23.8** An employer will not be entitled to recall a pilot from recreation leave except by mutual agreement between the employer and the pilot. Where a pilot is so recalled the pilot will be granted two days' recreation leave in place of each such day and the pilot may elect to add such additional entitlements to the balance of this interrupted recreation leave period.
- 23.9** Where a pilot becomes seriously ill during recreation leave, for a period of not less than seven consecutive days the duration of such illness will be counted as sick leave to the extent that the pilot has credited sick leave. Providing that firstly the pilot will advise

the employer as soon as practicable after the commencement of the illness and secondly produces proof of illness to the employer within seven days of return to duty.

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

24. PERSONAL LEAVE

24.1 Amount of personal leave

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

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

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

Personal leave

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

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

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

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

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

24.6 Sick leave

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

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

24.6.2 Additional sick leave related (URTI)

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

24.6.2(b) The paid leave in this clause is not cumulative.

24.6.2(c) Pilots will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties only or whether the URTI prevents them from performing any work.

24.6.2(d) If the URTI prevents flying duties only the pilot will report for work and will perform ground based duties only.

24.6.3(e) If the URTI prevent any work, the employer may require a medical certificate specifying the nature of the URTI.

24.6.3(f) Where a pilot reports for work and performs ground duties only in accordance with this clause, the entitlement under this clause will not be affected.

24.6.4 There is no entitlement to paid leave of absence for any period the employee is receiving worker's compensation payments.

24.6.5 The pilot will, as soon as reasonably practicable, inform the employer of his/her inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence.

24.6.6 A pilot who has exhausted his accumulated sick leave credits as prescribed in 24.6.1 of this clause but who would otherwise qualify for further paid sick leave may be granted additional leave on half pay for not more than 90 working days in any year of service.

24.6.7 Subject to the provisions of clause 24.6.1 and clause 24.6.5 hereof a certificate from a duly qualified medical practitioner will support an application for paid sick leave.

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

24.6.9 A pilot who has been granted paid sick leave for an illness or injury in respect of which he has consulted a medical practitioner will remain on such leave subject to his entitlements from time to time, until such time as he is deemed to be medically fit in accordance with the relevant CAO's and/or CAR's to resume flying.

24.7 Bereavement Leave

A pilot on permanent hire will be entitled to use up to three days' personal leave including travelling time without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the pilot's spouse, (including the

defacto wife or husband with whom the pilot is living), father, mother (including foster/step-parents), sister, brother, child, step-child or parents-in-law.

24.8 Carer's leave

24.8.1 Paid leave entitlement

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

24.8.2 Notice required

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

24.8.2(b) The notice must include:

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

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

24.8.2(d) Evidence supporting the claim

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

24.8.3 Unpaid leave

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

25. PARENTAL LEAVE

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

25.1 Basic Entitlement

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

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

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

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

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

25.2 Maternity Leave

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

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

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

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

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

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

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

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

25.3 Paternity leave

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

24.4 Adoption leave

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

adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

25.5 Variation of period of parental leave

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

25.6 Parental leave and other entitlements

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

25.7 Transfer to a safe job

25.7.1 Where a pilot is pregnant and in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to, the pilot will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

25.7.2 If the transfer to a safe job is not practicable, the pilot may elect, or the employer may require the pilot, to commence parental leave.

25.8 Returning to work after a period of parental leave

25.8.1 A pilot will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

25.8.2 A pilot will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of a pilot transferred to a safe job pursuant to 25.7, the pilot will be entitled to return to the position they held immediately before such transfer.

25.8.3 Where such position no longer exists but there are other positions available, which the pilot is qualified for and is capable of performing, the pilot will be entitled to a position as nearly comparable in status and pay to that of their former position.

25.9 Replacement pilots

25.9.1 A replacement pilot is a pilot specifically engaged or temporarily promoted or transferred, as a result of a pilot proceeding on parental leave.

25.9.2 A replacement pilot will be informed of the temporary nature of the employment and of the rights of the pilot who is being replaced.

26. JURY SERVICE

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

27. LONG SERVICE LEAVE

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

28. PAYMENT OF WAGES

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

- 28.5** Reimbursement of expense claims will be made within 21 days of lodgment.

29. ACCIDENT PAY

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

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

29.5 Accident pay

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

29.6 Pilot indemnity

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

30. ALLOWANCES

30.1 Provision of transport

- 30.1.1** Where a pilot will be away from home base for more than 48 hours the employer will, upon request by the pilot, provide suitable transport or the cost thereof between the pilot's home and the pilot's base airport irrespective of time of

departure or return. Where a pilot lives in excess of 50 kilometres from their base airport the employer may elect to pay the pilot the allowance of 62 cents per kilometre prescribed in 30.1.3 hereof in lieu of the provision of transport.

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

30.1.3 Private vehicle used on employer's business

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

30.1.3(b) Where a pilot agrees to use their private vehicle for the employer's purposes the pilot will be paid an allowance of 62 cents per kilometre.

30.2 Transport allowance

A pilot will be reimbursed an amount of \$6.20 in respect of return travel between the pilot's home and the pilot's home base airport where a pilot signs on for duty or signs off from duty between the hours of 1900 and 0700. This allowance will not be paid to a pilot who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in 30.1.3 hereof.

30.3 Engineering and other duties allowances

30.3.1 In addition to all other entitlements, a pilot with approval to carry out 50 hourly inspections who, in circumstances determined by the pilot's employer is required to act on that approval will be paid \$55.60 for each such inspection.

30.3.2 A pilot who is required to carry out duties which require the qualifications of a Licensed Aircraft Maintenance Engineer will be paid \$28.30 for each hour or part thereof whilst so engaged in addition to all other entitlements.

30.3.3 In addition to all other entitlements the pilot of an aircraft carrying freight only, where either the weight of freight carried during each tour of duty exceeds 500 kg, or the certified maximum take-off weight of the aircraft exceeds 3400 kg, will be paid \$67.65 for each tour of duty on which the employer requires the pilot to physically load or unload the aircraft.

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

30.3.5 Night operations

Pilots who exceed eight night operations as defined in any 28 day duty cycle will be reimbursed \$8.00 for each night operation flown as a personal disability allowance.

30.4 Loss of licence allowance

30.4.1 In addition to all other remuneration prescribed by this award the employer will pay to each pilot on permanent hire an annual allowance of up to \$1000 to assist

the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the last date for payment of salary in April of each year on production by the pilot of proof of payment.

30.4.2 A pilot may request that his employer pay the allowance prescribed in 30.4.1 of this clause direct to the Australian Federation of Air Pilots' Mutual Benefit Fund.

30.4.3 Where a pilot employed as a Grade III Instructor has received payment of the amount specified in 30.4.1 of this clause and subsequently terminates his employment, the employer may deduct from monies due to the instructor on termination, such appropriate amount of payment under 30.4.1 as would have applied in respect of the wholly unexpired quarters of the premium year.

30.5 Overseas duty

30.5.1 A pilot who between sign on at home base and next sign off at home base operates into an overseas port will be paid an overseas operation allowance of \$25.00.

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

30.5.3 Passport and vaccination expenses incurred by a pilot to operate overseas will be reimbursed by the employer.

30.6 Telephone allowance

30.6.1 Where an employer requires a pilot to have a telephone at their residence the employer will pay any cost of installation or transfer plus rental and the cost of all business calls. This provision will operate only in respect of one installation per pilot at any one base. The provision of a mobile telephone will satisfy this requirement.

30.6.2 Where the employer does not require a pilot to have a telephone the employer will pay the cost of all business calls made on a pilot's personal telephone plus in the case of pilots on permanent hire, other than those engaged as Flight Instructors, 50 percent of rental costs.

30.7 Uniform

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

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

30.7.3 This clause will not apply where the employer provides clothing.

31. ACCOMMODATION AND MEAL ALLOWANCES

- 31.1** When a pilot is required in the course of employment to layover from the pilots' home base, the pilot will be reimbursed all costs necessarily incurred in relation to accommodation and meals.
- 31.2** When a pilot demonstrates to the satisfaction of the employer that appropriate accommodation was not available on the layover, a pilot will be paid, in addition to the reimbursement allowance in 31.1, a hard-lying allowance of \$62.10.
- 31.3** Where the employer and the pilot agree, an allowance of \$88.55 may be paid in lieu of the allowance in 31.1 and 31.2.
- 31.4** Where a pilot commences a tour of duty from a layover port involving duty during a meal period and such duty exceeds 30 minutes the pilot will be provided with a meal or be paid the following allowances:

	Allowance
0630-0800 hours	\$18.40
1200-1330 hours	\$20.55
1800-2000 hours	\$35.40
Incidentals	\$14.20

- 31.5** For each night or part thereof when a pilot is required to camp out, a pilot will be paid \$67.55 camping out allowance. The allowance payable under this subclause is in lieu of all other allowances in this clause.

32. CLASSIFICATION AND SALARY

- 32.1** *The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review—Wages May 2005 decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.*

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.
(includes Minimum Fair Pay Decision 2006)

32.2 Minimum salaries

32.2.1 Aircraft Classification

CAPTAINS

Classification	Previous Base Salary	Wage Adjustment Dec 06	New Base Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360kg			
	30,066	1423	31,489
1360kg & above			
	31,532	1423	32,955
Classification	Previous Base Salary	Wage Adjustment Dec 06	New Base Salary p.a.
	\$	\$	\$
Multi Engine			
UTBNI 3360kg			
	36,000	1423	37,423
3360kg UTBNI 5660 kg			
	37,884	1146	39,030
5560kg UTBNI 8500kg			
	40,170	1146	41,316
8500kg UTBNI 12000kg			
	43,508	1146	44,654
12000kg UTBNI 15000kg			
	47,055	1146	48,201
15000kg UTBNI 19000kg			
	51,628	1146	52,774

FIRST OFFICERS/SECOND PILOTS

Classification	Previous Base Salary	Wage Adjustment Dec 06	New Base Salary p.a.
	\$	\$	\$
Single Engine			
UTBNI 1360kg			
	23,114	1423	24,537

1360kg & above			
	24,067	1423	25,490
Classification	Previous Base Salary	Wage Adjustment Dec 06	New Base Salary p.a.
	\$	\$	\$
Multi Engine			
UTBNI 3360kg			
	26,903	1423	28,326
3360kg UTBNI 5660kg			
	28,171	1423	29,594
5660kg UTBNI 8500kg			
	29,571	1423	30,994
8500kg UTBNI 12000kg			
	31,682	1423	33,105
12000kg UTBNI 15000kg			
	34,025	1423	35,448
15000kg UTBNI 19000kg			
	36,824	1146	37,970

32.2.2 Larger Aircraft Rates

Pilots employed and engaged on Larger Aircraft operations will be paid the following minimum annual salary;

Classification	Previous Base Salary	Wage Adjustment Dec 06	New Base Salary p.a.
	\$	\$	\$
Captain- Fokker 28 CRJ-50	91,587	1146	92,733
First Officer- Fokker 28 CRJ-50	59,390	1146	60,536
Captain- BAe-146	99,472	1146	100,618

Fokker- 100 Boeing- 717			
First Officer- BAe-146 Fokker- 100 Boeing- 717	64,360	1146	65,506
Captain- Boeing 737 Boeing 727	104,472	1146	105,618
First Officer- Boeing 737 Boeing 727	67,472	1146	68,618

32.2.3 Additions to salary base

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

- 32.2.3(a) A pilot flying piston engine aircraft engaged on commuter operations will be paid an additional allowance of \$1028 per annum;
- 32.2.3(b) A pilot (excluding Fokker-28 pilots) required to hold and exercise the privileges of a Senior commercial Pilots' Licence or Airline Transport Pilots Licence by his company or CASA (or who operates under an exemption from holding that licence) - \$3390 per annum;
- 32.2.3(c) A pilot flying a turbo-prop aircraft - \$4474 per annum;
- 32.2.4(d) A pilot (excluding Fokker-28 pilots) flying a turbo-jet aircraft \$7188 per annum.

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

	Per annum \$
Command or Class 1	4110
Co-pilot or Class 2	2671
Night VFR or Class 4	1028

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

32.2.6 First Officer/Second Pilot

A First Officer/Second Pilot will be paid the relevant instrument rating under 32.2.4 above where applicable and in addition 65 percent of the amounts specified in 32.2.3(a)(c) or (d).

32.2.7 Salaries - flight Instruction

The following additions to the minimum salary provided in 32.2 for flight instruction.

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

Single engine:	grade III single engine charter grade II single engine charter plus \$2339 pa grade I single engine charter plus \$4680 pa
Multi engine:	grade III multi engine charger grade II multi engine charter plus \$2339 pa grade I multi engine charter plus \$4680 pa

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

A Grade I instructor engaged on single engine aircraft covering eight years of service with the same employer will be paid annual increments of \$594 for the sixth, seventh and eight year of service with the employer.

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

Instrument flying rating	Per Annum\$
Command or class 1	4110
Co-Pilot or class 2	2671
Night VFR or class 4	1028

32.2.9 An Instructor not being CFI who is designated by their employer as a Senior Instructor will be paid an additional amount at the rate of five percent in addition to the salary determined under 32.2.7 and 32.2.8.

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

32.2.11 An instructor not being CFI who carries out combined functions listed in 32.2.9 and 32.2.10 will be paid an additional amount at the rate of seven percent per annum applicable to their years of service.

32.2.12 Where a pilot who is engaged in a particular category or classification of work is required to carry out flying duties in a category or classification attracting a higher level of remuneration, the pilot will be paid for all such duties at the applicable higher rate of remuneration for a minimum period of seven days and will at the

same time be entitled to any higher employment benefits applicable to that category.

32.2.13 A CFI will be paid the highest of the following payments applicable to the rating of their school:

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

In addition to the salary determined under 32.2.7 and 32.2.8 above. The above amounts relate to pilot, supervisory and CAO specified duties. These rates are viewed as being the minimum payable and offer the opportunity for negotiation between the CFI and the employer for further remuneration for other managerial functions.

32.2.14 Salaries - General Provisions

The following additions to salary, as specified in 32.2.1, 32.2.2 and 32.2.4 will apply to all pilots, other than those engaged as Flight Instructors.

Where the pilot designated is responsible for:

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