



AIRWORK PERSONNEL PILOTS' ENTERPRISE AGREEMENT 2017

Australian Federation of Air Pilots

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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Airwork Personnel Pty Ltd
(AG2017/5393)

AIRWORK PERSONNEL PILOTS' ENTERPRISE AGREEMENT 2017

Airline operations

COMMISSIONER LEE

MELBOURNE, 7 DECEMBER 2017

Application for approval of the Airwork Personnel Pilots' Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Airwork Personnel Pilots' Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Airwork Personnel Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Federation of Air Pilots being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 December 2017. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Annexure A



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30 November 2017

Commissioner Lee
Fair Work Commission
By email: member.assist@fwc.gov.au

Dear Commissioner Lee,

RE: **AG2017 5393 –AIRWORK PERSONNEL PILOTS' ENTERPRISE AGREEMENT 2017**
("AGREEMENT")

UNDERTAKING

Airwork Personnel Pty Ltd hereby provides the following undertaking in respect of the Agreement, as requested by the Fair Work Commission:

1. Clause 24.3(a)

The Agreement will not limit the taking of compassionate leave to circumstances where a Pilot's immediate family member or member of the Pilot's household is within Australia. Pilots are entitled to compassionate leave in accordance with the National Employment Standards.

2. Appendix A

With regards to the classifications provided under Appendix A of the Agreement, the relevant comparative classification under the *Air Pilots Award 2010* for all employees covered by the Agreement is the "*Narrow body aircraft*" classifications.

Signed:

A handwritten signature in blue ink, appearing to read "Simon Lange", is written over a horizontal line.

Simon Lange
General Manager
Airwork Personnel Pty Ltd
ACN 124 945 384

Airwork Personnel Pilots' Enterprise Agreement 2017

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

1. Title

This Enterprise Agreement shall be known as the Airwork Personnel Pilots' Enterprise Agreement 2017.

2. Arrangement

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3. Introduction

3.1 Application

- (a) This Agreement is called the Airwork Personnel Pilots' Enterprise Agreement 2017 (herein referred to as "this Agreement").
- (b) All Pilot services will be provided by the Company to Airwork Flight Operations for engagement in the airline operations of Airwork Flight Operations.

3.2 Policies & Procedures

- (a) The following policies and procedures apply to the Pilots' employment:
 - (i) All policies and procedures of the Company; and
 - (ii) All policies and procedures of Airwork Flight Operations.
- (b) The Company and the Pilots shall comply with the above policies and procedures, as varied from time to time provided:
 - (i) the Company has made the policies and procedures available to the Pilot; and
 - (ii) the policies and procedures and amendments thereto are not inconsistent with this Agreement.

4. Definitions

- 4.1 **AFAP** – means Australian Federation of Air Pilots.
- 4.2 **Agreement** – means the Airwork Personnel Pilots' Enterprise Agreement 2017.
- 4.3 **Airwork Flight Operations** – means Airwork Flight Operations Pty Limited ACN 119 011 871.
- 4.4 **Award** – means the Air Pilots Award 2010.
- 4.5 **Captain** – means a Pilot employed in command of an aircraft.
- 4.6 **CASA** – means Civil Aviation Safety Authority of Australia.
- 4.7 **Charter Flight** – means an ad hoc flight that does not form part of the current standard network scheduling as varied from time to time and currently includes flights to the Indian Oceania Territories on behalf of the government and Pacific Air express.
- 4.8 **Company** – means Airwork Personnel Pty Ltd ACN 124 945 384.
- 4.9 **DIL** – means a day-off in lieu which is defined as a period of 7.6 hours for a full-time employee (pro-rated for a part-time employee).
- 4.10 **Duty** – Any task (including positioning) that a Pilot is required to carry out associated with the business of Airwork. For the avoidance of doubt, Duty

includes (but is not limited to) admin duties, simulator duties, ground courses, positioning or otherwise being required to passenger.

- 4.11 **Duty Period** – means a period, which starts when a Pilot is required to report for Duty until the pilot is free of all Duty in accordance with the Civil Aviation Rules (NZ), as applicable to particular flights undertaken by a Pilot and the terms of the Agreement. Duty Period accrues to a Pilot's Salary Working Hours.
- 4.12 **First Officer** – means a Pilot employed as Co-Pilot of an aircraft.
- 4.13 **Flight Deck Duty** - means the total time a Pilot is required as operating crew on the Flight Deck during Flight Duty Period.
- 4.14 **Flight Duty Period** - means a period, which starts when a Pilot is required to report for a duty period in which flight as a Pilot of the operating crew is undertaken and finishes not less than 15 minutes after the end of the block time of the final flight as an operating crew member. Flight Duty Period does not include deadhead travel.
- 4.15 **Flight Time** – means not less than the total time between when an aircraft first moves from its parking place, until the latter of the aircraft coming to a rest at the designated parking position or until all engines are stopped. All references to Block Hours is a reference to Flight Time for the purpose of this Agreement only.
- 4.16 **FWC** – means Fair Work Commission.
- 4.17 **FW Act** – means the *Fair Work Act 2009* (Cth) as amended.
- 4.18 **FRMS** – means Fatigue Risk Management System.
- 4.19 **FRMS Committee** – means a consultative committee comprised of four (4) Pilots and four (4) Management representatives.
- 4.20 **Home Base** – means the Pilot's permanent operational base as referenced in the Pilot's letter of appointment, or as varied in writing.
- 4.21 **Layover** – means the continuous period of time in excess of nine (9) 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.
- 4.22 **NES** – means the National Employment Standards as set out at Part 2-2 of the FW Act.
- 4.23 **NZCAA** – means Civil Aviation Authority of New Zealand.
- 4.24 **Ordinary Hours of Work** – means the Salary Working Hours for the purpose of this Agreement.
- 4.25 **Pilot** – means a Pilot employed by the Company in a full-time, part-time, casual or fixed term Pilot designation but does not include a Pilot designated by the Company or Airwork Flight Operations as a management Pilot who is engaged under a management contract.

- 4.26 Positive Vote** – means the date upon which this Agreement has received a majority vote of the Pilots in accordance with the FW Act, resulting in the Agreement being able to be held with the FWC for approval.
- 4.27 Productivity Bonus** – means monthly bonus per hour of Flight Time or part thereof flown per calendar month by the Pilot, greater than those hours as published in Appendix A, less any amount paid under Appendix B, Additional Payments – Working on a Rostered Day Off.
- 4.28 Public Holiday** - means a day gazetted as such in the relevant State or Territory of the Pilot's Home Base.
- 4.29 Reserve Duty** – Pilots on Reserve Duty are required to attend work within 60 minutes of call in.
- 4.30 Right Hand Seat Allowance** – means the allowance payable to a Right Hand Seat Pilot in accordance with Appendix B or Appendix C of this Agreement.
- 4.31 Right Hand Seat Pilot** – means a Pilot who is qualified as a Captain to fly from the right hand seat and who is rostered for a particular flight to be a Right Hand Seat Pilot.
- 4.32 Rostered Day Off ("RDO")** – except when the Pilot has elected to fly on a Rostered Day Off under Appendix B, Additional Payments – Working on a Rostered Day Off, a Rostered Day Off means a 24 hour period, or consecutive periods, in which a Pilot is rostered to be free of Duty in his or her Home Base, or base of temporary transfer, during which the Pilot will not be rostered for 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.
- 4.33 Salary Working Hours** – means up to 42 hours per week calculated from Monday to Sunday as follows:
- (Duty Period + Reserve Duty at home) less any hours worked in accordance with Appendix B, Additional Payments – Working on a Rostered Day Off.
- 4.34 Serious Misconduct** – means misconduct of a serious and wilful nature and is usually conduct of a type that would make it unreasonable to require the Company to continue employment of the Pilot concerned.
- 4.35 Sign-Off** - means the time which the Pilot completes a Duty Period. In the case of Flight Duty Period this includes all tasks associated with Flight Deck Duty and which, unless otherwise agreed to, will be 30 minutes for domestic services and 45 minutes for international services.
- 4.36 Sign-On** - means the time the Pilot is required to report for a Duty, and which in the case of a Flight Duty Period, unless otherwise agreed between the Pilot on the one hand and the Company and Airwork Flight Operations on the other, will not be less than 60 minutes for domestic services and international services, prior to the scheduled departure of the flight.

5. Duration

The nominal expiry date of this Agreement shall be 30 June 2020 ("Nominal Expiry Date").

The Operative Date of the Agreement shall be seven (7) days after the date that the FWC approves the Agreement ("the Operative Date").

Discussions will commence no later than six (6) months prior to the Nominal Expiry Date of this Agreement over the terms of a new enterprise agreement to replace this Agreement. The Company will roster at least two Pilot representatives for any meeting relating to the negotiations of a new agreement.

Beyond the Nominal Expiry Date, when this Agreement provides for annual CPI increases, those increases will continue until a new agreement comes into effect.

6. Parties Covered

This Agreement covers:

- (a) Airwork Personnel Pty Limited, ACN 124 945 384 (the Company);
- (b) All employees of the Company engaged as a Pilot; and
- (c) Subject to an application under the FW Act, the AFAP.

7. Relationships with Awards, Agreements and NES

This Agreement shall operate to the exclusion of and wholly replaces any and all other agreements, and awards that would otherwise apply to the employment of Pilots.

For the purpose of the Better Off Overall Test, the Award will apply.

The NES shall have effect subject to any terms of this Agreement permitted by subsections (2) and (4) of section 55 of the FW Act.

8. Flexibility Term

8.1 The Company and a Pilot covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in clause 8.1(a); and
- (c) the arrangement is genuinely agreed to by the Company and Pilot.

8.2 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Pilot being better off overall than the Pilot would be if no arrangement was made.

8.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and Pilot; and
- (c) is signed by the Company and Pilot and if the employee is under 18 years of age, signed by a parent or guardian of the Pilot; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Pilot will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

8.4 The Company must give the Pilot a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The Company or Pilot may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Company and Pilot agree in writing — at any time.

9. Consultation

9.1 This term applies if the Company:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the Pilots; or
- (b) proposes to introduce a change to the regular roster or Ordinary Hours of Work of the Pilots.

Major Change

9.2 For a major change referenced in clause 9.1(a):

- (a) The Company must notify the relevant Pilots and the AFAP of the decision to introduce the major change;

(b) subclauses 9.3 to 9.9 apply; and

(c) A change to the regular roster in this clause means a Network Change which is not included in the current schedule and is an introduction of a new route. Consultation is not required under this clause in respect to roster changes that have been made as part of the Pilot's normal pattern of work, days and shifts and as is permitted for under clause 13 that is not considered a Network Change.

9.3 The relevant Pilots may appoint a representative for the purposes of the procedures in this term.

9.4 If:

(a) a relevant Pilot appoints, or relevant Pilots appoint, a representative for the purposes of consultation; and

(b) the Pilot or Pilots advise the Company of the identity of the representative;

the Company must recognise the representative.

9.5 As soon as practicable after making its decision, the Company must:

(a) discuss with the relevant Pilots:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Pilots; and

(iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Pilots; and

(b) for the purposes of the discussion — provide, in writing, to the relevant Pilots and the AFAP:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the Pilots; and

(iii) any other matters likely to affect the Pilots.

9.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Pilots.

9.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Pilots and the AFAP.

9.8 If a term in the Agreement provides for a major change to productions, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 9.3 and 9.5 are taken not to apply.

9.9 In this term, a major change is *likely to have a significant effect on Pilots* if it results in:

- (a) the termination of the employment of Pilots; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Pilots; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Pilots; or
- (f) the need to relocate Pilots to another workplace; or
- (g) the restructuring of jobs; or
- (h) the introduction of new equipment or new aircraft types; or
- (i) changes to the legal or operational structure of the Company.

9.10 In this term, relevant Pilots means the Pilots who may be affected by the major change.

Change to regular roster or Ordinary Hours of Work

9.11 For a change referred to in paragraph 9.1(b):

- (a) the Company must notify the relevant employees of the proposed change; and
- (b) subclauses 9.12 to 9.16 apply.

9.12 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.13 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the Pilot or Pilots advise the Company of the identity of the representative;

the Company must recognise the representative.

9.14 As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion - provide to the relevant employees:
- (c) all relevant information about the change, including the nature of the change; and

- (d) information about what the Company reasonably believes will be the effects of the change on the Pilots; and
- (e) information about any other matters that the Company reasonably believes are likely to affect the Pilots; and
- (f) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

9.15 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

9.16 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

10. Dispute Resolution

10.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES;

this term sets out procedures to settle the dispute.

10.2 A Pilot who is a party to the dispute may appoint a representative, for the purposes of the procedures in this term.

10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Pilot or Pilots and relevant supervisors and/or management.

10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

10.5 The FWC may deal with the dispute in two stages:

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

10.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) a Pilot must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) a Pilot must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Pilot to perform; or
 - (iv) there are other reasonable grounds for the Pilot to refuse to comply with the direction.

10.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

11. Engagement

11.1 Letter of Appointment

All Pilots will receive a Letter of Appointment on or before commencement of employment. The Letter of Appointment will set out:

- (a) the status of the Pilot's engagement;
- (b) the Pilot's classification under this Agreement;
- (c) any other terms and conditions of employment unique to the Pilot's engagement; and
- (d) their Home Base.

11.2 Duty

Pilots will carry out such duties as are appropriate to the needs of the airline operated by Airwork Flight Operations and are within the limits of the Pilot's skill, competency and training.

In the performance of the Pilot's Duty, the Pilot must make every reasonable and appropriate endeavour to promote the interests of the Company, protect and promote the Company's activities and reputation and refrain from acting in conflict with the interests of the Company, in dealing with any outside interest other than the FWC or any regulatory authorities. The Pilot must perform all of the Pilot's Duty in a proper, reasonable and efficient manner, in accordance with the standards of diligence, skill and care reasonably expected of a duly qualified person in the Pilot's position and in accordance with generally accepted practices appropriate to those activities.

Each Pilot acknowledges and agrees to attend and participate in at least one meeting held by the Company per calendar year, where the agenda item "operational efficiencies" is discussed with the intention that the Company and the Pilots work together to find cost saving initiatives.

11.3 Exclusive Service

Unless the Company gives its written consent, the Pilot will not, during the period of employment by the Company, perform duties or fly an aircraft (except for leisure or private purposes) other than in the service of the Company and Airwork Flight Operations. The Company will not unreasonably withhold its consent.

11.4 Part-time Employment

Part-time Employment will be available at the Company's discretion. A part-time Pilot is engaged to perform less hours than a full-time Pilot on a reasonably predictable basis. The Pilot will be informed in writing at the time of engagement of the expected hours of employment. Any variation to these hours will be recorded in writing. The Part-time entitlements will be a pro-rata portion of the full-time entitlements.

11.5 Casual Employment

A casual Pilot's monetary entitlements are set out in Appendix C: Casual Pilots. No other payments under this Agreement apply to casual Pilots. The Pilot will be informed in writing at the time of engagement of the start date of employment. Clauses 12, 14 (except 14.6, 14.7, 14.8 and 14.10), 20, 21, 23 and 24 of this Agreement do not apply to casual Pilots.

11.6 Fixed Term Pilots

Where, having regard to the operational requirements of the Company, the engagement of a fixed term Pilot is deemed necessary, the Company may elect to engage one or more Pilots on a full-time or part-time basis for a fixed period. The Pilot will be informed in writing at the time of the engagement of the start and end date of employment. Clauses 12, 14 (except clauses 14.3, 14.6, 14.7, 14.8 and 14.10), 20 (except clause 20.11) and 21, do not apply to fixed term Pilots whose employment comes to an end as a result of the efflux of time.

11.7 Job Sharing

Two or more Pilots can enter into a written agreement with the Company in respect of a job share arrangement. The written agreement will detail the terms and conditions of the job share arrangement for the individual Pilots.

11.8 Confidentiality

Subject to clause 11.2, a Pilot must not at any time, except as required by law, either during or after their employment with the Company, disclose or use, other than in the proper performance of the Pilot's duties or with the prior written consent of the Company, any trade secret or confidential information belonging to or concerning the business of the Company, its staff and customers, or any of its or their related entities, joint ventures or business partners or its or their affairs which is acquired by the Pilot under the Pilot's employment.

Confidential information includes, but is not limited to, any information (written, electronically conveyed or oral) of a commercial, potential, technical, financial or personal nature, which is not publicly available, except by breach of this Agreement.

12. Probationary Period

A Pilot on commencement will be engaged on a probationary period of six months. A Pilot's employment can be terminated during the probationary period on a minimum of 14 days' notice or payment in lieu thereof.

13. Roster Principles

13.1 Prescribed rostering provisions

- (a) Both the Pilots and the Company accept that there will be occasions that the roster does not follow the established rostering pattern, but that variations to patterns or alterations to existing rosters may be necessary to meet the operational requirements of the customers of Airwork Flight Operations. Changes to rostering patterns or existing rosters will be made in consultation with the affected pilots.
- (b) The Company and Pilots agree that all rostering of the Pilots will be in accordance with the Company's flight and duty limitations and subject to the provisions of this clause.
- (c) The Company will not roster Pilots in excess of 12 hours per individual duty without the mutual agreement of the affected Pilots.
- (d) Rosters shall be for a calendar month and will not be published less than seven (7) days prior to the first day of the calendar month of the rostered period.

13.2 Rostered Days Off

- (a) Pilots shall have at least the same number of RDOs in a month as there are weekend days unless mutually agreed by the Pilot and the Company. Further, at least half of the RDOs shall be on weekend days.
- (b) Where a Pilot agrees to reduce his/her total monthly RDOs for each RDO forgone, a DIL shall be credited to that Pilot's DIL balance and utilised by the Pilot within three (3) months from the date of accrual. In the event that the Pilot does not utilise the credited DIL within three (3) months from the date of accrual, it will be paid out to the Pilot at the applicable rate.

13.3 Rules Applicable after the roster has been published

- (a) The Company will roster Pilots within the Company's flight and duty limitations, subject to the terms of this clause.
- (b) Except in the case of casual Pilots (who can be asked to undertake flight Duty at any time), changes may be made by the Company or Airwork Flight Operations to the Roster after it has been issued as specified in this clause or otherwise by agreement with the Pilot.

13.4 Duty Changes within the Buffer Period

The roster may be changed within a period of two (2) hours either side of the originally rostered period (the Buffer Period). All reallocated flight duties, or displaced reserve periods, and consequent duties allocated shall be wholly contained within the Buffer Period.

13.5 Duty Changes outside the Buffer Period

Any changes to the Pilot's roster outside of the Buffer Period and must be with the agreement of the Pilot. Flight Duty Period that is extended by agreement will be paid at the Extended Flight Duty Period - Rate of Pay set out in Appendix B.

13.6 General Rules Applicable after Roster has been Published

- (a) A Pilot may be placed on reserve as a consequence of the operational requirements of Airwork Flight Operations and the Company.
- (b) Any changes to the roster shall be advised to the crew as soon as they are known by the Company and Airwork Flight Operations should avoid contacting a crew member who is on an RDO or a rest period unless the changes affect the next duty period. The Pilot will confirm receipt of the change notification as soon as possible.
- (c) All changes must be advised in writing as soon as practicable after a verbal advice. All verbal advice of duty changes must be to the Pilot concerned in person.
- (d) The Pilot on Reserve Duty must be contactable within any scheduled Reserve Duty period and shall acknowledge the appointed duty as soon as possible.

13.7 Rest and Fatigue

- (a) It is the Pilot's responsibility to be adequately rested for duty. However, nothing will affect the Pilot's right to be absent from duty due to fatigue.
- (b) The Company in consultation with the FRMS Committee will introduce a FRMS by the compliance date set by CASA. In the event that the Company has not implemented a FRMS by the compliance date set by CASA then the Company will operate from that date to the relevant approved civil aviation regulations and applicable health and safety legislation until the FRMS is implemented.

14. Wages and Related Matters

14.1 No other Payments

Unless otherwise agreed by the Company and a Pilot in writing, the money and benefits received by the Pilot under this Agreement is in full satisfaction of all benefits arising from the Pilot's employment including wages, overtime, allowances, Public Holidays and any additions to the salary under the Award.

14.2 Classifications and Salaries

- (a) The remuneration set out in Appendix A are the minimum for the classifications under this Agreement. For the avoidance of doubt, the remuneration set out in Appendix A compensates a Pilot for working Salary Working Hours.
- (b) In the event a Pilot undertakes more than the Salary Working Hours, the Pilot shall then be entitled to the Overtime Rates as set out in Appendix B.
- (c) A Pilot who is promoted from First Officer to Captain shall continue to be paid at the lower rate until the Pilot passes a check to line on the higher classification.
- (d) Management, Check/Training allowances and loadings will be paid in accordance with Appendix B to those Pilots who take on additional duties at the direction of the Company.

14.3 Calculation of Productivity Bonus

In addition to the Annual Base Salary set out in Appendix A, the Pilot will be paid the Productivity Bonus for each hour worked in excess of pre-determined Flight Time per calendar month. The Productivity Bonus and specific Flight Time are set out in Appendix B and are established by the Company and may change from time to time.

14.4 Salary Sacrifice

A Pilot may salary sacrifice part of their salary to the full extent permissible by the Australian Tax Office. The salary sacrifice must:

- (a) be with the written authority of the Pilot;
- (b) be immediately stopped at the written request of the Pilot;
- (c) not reduce or alter the Company's superannuation contribution calculation or obligation to pay superannuation in accordance with the Agreement; and
- (d) immediately be reviewed in the event of any change to any relevant legislation or ATO rulings.

14.5 Allowances

- (a) The list of allowances payable to the Pilot is set out in Appendix B and where applicable Appendix C. Such allowances will be paid in each salary cycle, in accordance with clause 15.1 of this Agreement unless specified otherwise in this Agreement.
- (b) Unless otherwise provided in this Agreement, all Allowances will increase on 1 July of each year based on the June published figures of the Australian Bureau of Statistics CPI - All Groups weighted average for the eight (8) capital cities. This increase will be determined in September and back paid to 1 July.

14.6 Parking and Transport

Parking will be arranged by the Company at the Pilot's Home Base when required to report for duty.

All transport will be as per the policy of the Company with the exception of the following:

- (a) Where the Pilot is required to use their own car in the performance of the business of the Company or Airwork Flight Operations the Pilot will be paid an allowance at the rate specified in Appendix B.
- (b) Where the Pilot is away from their Home Base, the Company shall provide the Pilot with suitable transport between the airport and the Pilot's place of accommodation after and before duty at the overnight location.
- (c) Other than for a Layover, or where otherwise agreed, it shall be the Pilot's responsibility to arrange their own transport to and from work at Home Base.

14.7 Passports and other documents

- (a) Pilots shall obtain, and keep operative and current at all times, a passport of at least six (6) months validity, and any visas or entry permits which are prescribed by countries through which the company operates, and which it requires the Pilot to obtain. The Company shall reimburse the Pilot the costs of obtaining or renewing a passport or visa(s).
- (b) Whilst working in a protected area, Pilots shall comply with all statutory and other requirements imposed in respect of that area.
- (c) Pilots maintain their security clearance in accordance with the requirements of the Company and the Controlling Authority, e.g. ASIC. The Company shall reimburse the Pilot the cost of obtaining or renewing all applicable security clearances.
- (d) Where a Pilot's passport or other travel documents are invalid, or their license is suspended or withdrawn by NZCAA, the Company may suspend that Pilot from duty on full pay until such documents are made valid, the costs of which shall be borne by the Company.
- (e) This subclause 14.7 will not apply where a Pilot's license is suspended due to a medical disability.

14.8 Expense Reimbursement

The Company shall reimburse the Pilot for all reasonable travel, accommodation and other expenses which the Pilot incurs in the exercise of their duties in accordance with the policy of the Company.

- (a) All expense claims must be fully supported by receipts. Any amounts over AUD \$20.00 not supported by a receipt will not be reimbursed.
- (b) Payment of any expense claims will be made in the next expense pay cycle after approval.

- (c) Expense claims should be submitted to the Pilot's Manager for approval.

14.9 Location and relocation allowances

- (a) A Pilot's usual place of work will be confirmed in their letter of offer of employment. However, due to the operational requirements of the Company, the Pilot may be required to relocate to another location at any time. The Company will consult with the Pilot about any proposal to relocate the Pilot and will take into account the Pilot's personal circumstances before making a final decision in regard to relocation.
- (b) Where the Pilot is required to relocate for a temporary period (i.e. a period of less than six (6) months), the Company will give the Pilot at least 14 days' notice of relocation.
- (c) Where the Pilot is required to relocate permanently (i.e. a period of more than six (6) months), unless agreed otherwise, the Company will give the Pilot at least 30 days' notice.
- (d) Where the Pilot is required to temporarily relocate and the Company agrees that their family may also be relocated, the costs associated with that relocation (limited to relocation of household items and travel costs of family members) will be met by the Company provided the Company has given prior consent to the costs being incurred. Subject to the Pilot completing a living away from home declaration, as required from the Australia Taxation Office from time to time and submitting such completed declaration to the Company, the Company agrees to provide suitable accommodation during the period of temporary transfer, where suitable accommodation means accommodation determined as such by the Company.
- (e) Where the Pilot is permanently relocated and is required to sell their residence, the Company will also reimburse legal fees and agent fees associated with the sale of that residence and the purchase of a new residence at the place of relocation upon the production of the original receipts, up to a maximum of AUD \$17,500.00 per relocation. Consideration will be given to reimbursement above this level on a case by case basis.
- (f) The Company will also provide assistance towards the cost of temporary accommodation required as a result of relocation, the quantum to be agreed from time to time. Such assistance will be provided for two weeks unless agreed otherwise between the pilot and the Company.
- (g) For the avoidance of doubt, any relocation of less than two (2) weeks is not deemed to be a relocation and the above provisions do not apply. However, the Company will meet any Company approved costs associated with such relocation, including travel and accommodation.

14.10 Medical Expenses

The Company will reimburse necessary Pilot annual medical costs incurred by the Pilot. Claims must be submitted in a reasonable timeframe following the medical and have the receipts attached. The Company reserves the right not

to reimburse Pilot Annual Medical Costs where the Pilots Annual Medical has lapsed.

15. Payment of Salaries

- 15.1** All Pilots shall be paid on a fortnightly basis at the Company's discretion by either cheque or by electronic funds transfer to the Pilot's nominated bank account or other financial institution.
- 15.2** Monies owing on termination of employment will be paid to the Pilot on the day of termination or where agreed forwarded by registered post on the next working day provided all property of the Company, Airwork Flight Operations, its clients, or the Airport Authority that is in the possession of the Pilot has been returned to the Company. The Company will be responsible to return all property of Airwork Flight Operations or the Airport Authority to the relevant owner.
- 15.3** Payment of the pro rata portion of the Fuel Savings Bonus (if any) shall be paid with the normal payment to Pilots.
- 15.4** In the case of a Pilot being overpaid the Pilot will repay the overpayment in the time and manner agreed or failing agreement at the rate of 7.5% of the overpaid amount for every salary cycle until the overpayment is recovered.

16. Contacting the Pilot

- 16.1** The Pilot shall advise the Company and Airwork Flight Operations and keep updated at all times the Pilot's:
- (a) Home Telephone Number
 - (b) Mobile Telephone Number
 - (c) Residential Address
 - (d) Email Address
 - (e) Next of Kin Details
 - (f) Facsimile Number (if available)
- 16.2** Company email will be the dominant method by which the Company and Airwork Flight Operations will communicate in writing with the Pilots.
- 16.3** All emails between the Company or Airwork Flight Operations on the one hand and the Pilot on the other provided on a commercial in confidence basis and relating to operational issues is confidential and must not be retransmitted to third parties without the Company's consent.

17. Indemnity and Release of Pilots

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 Company 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

Company. The Company 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 Company's policy.

18. Access to Terms and Conditions of Employment

The Company will provide the Pilot with access to the terms and conditions of employment, including a copy of this Agreement and the NES and posting a copy of this Agreement and the NES electronically for ease of reference. A copy of this Agreement and the NES shall be provided to each new Pilot upon commencement of employment.

19. Accidents and Incidents

In the event of any accident or incident, the Company or Airwork Flight Operations may remove the Pilot from the active roster with pay at the appropriate classification rate pending investigation of the incident. Throughout any such investigation process, the Pilot may be assisted by another person of their choice.

20. Termination of Employment

Termination of employment is provided for in the NES. This clause provides occupational specific detail.

- 20.1** This clause does not apply to casual Pilots or temporary Pilots where such employment has terminated as a result of the effluxion of time.
- 20.2** In order to terminate the employment of a full-time or part-time Pilot the Company (or the Pilot) must give written notice to the Pilot (or the Company) in advance of the termination date, in accordance with the table below:

Period of Continuous Service	Notice
6 months or less	14 days
Above 6 months	28 days

- 20.3** Provided, if the Pilot is over 45 years old and has completed at least two (2) years of continuous service, the period of notice required to be given by the Company is increased by one week.
- 20.4** The Company may deduct an amount equal to the unworked period of notice if the Pilot terminates his/her own employment and does not give the notice specified in clause 20.2. Such amount is calculated at the relevant base rate of pay.
- 20.5** The period of notice may be reduced or waived by agreement between the Pilot and the Company.
- 20.6** The period of notice does not apply in the case of Serious Misconduct.
- 20.7** The Company may make a payment in lieu of the period of notice set out in clause 20.2, or any part of that period, calculated on the Pilot's base rate, if the Company does not require the Pilot to work the appropriate period (or part period) of notice.

20.8 Payment on termination

The required amount of payment instead of notice must equal the total of all amounts that, if the Pilot's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the Pilot because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the Pilot's Ordinary Hours of Work (even if not standard hours).
- (b) the amounts ordinarily payable to the Pilot in respect of those hours, including (for example) allowances, loading and penalties.
- (c) any other amounts payable under the Pilot's contract of employment.
- (d) 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 day or days at the normal rate of salary.

20.9 Terminated away from home

- (a) Where the employment of the Pilot is terminated by either the Pilot or the Company while the Pilot is away from Home Base on an overnight or temporary transfer, the Pilot must be reimbursed for the cost of transport back to Home Base for the Pilot, their spouse, dependent children under 21 years of age and their possessions.
- (b) Where the Pilot has transferred to a new Home Base at the Company's direction and is subsequently terminated by the Company within 12 months, the Pilot must be reimbursed for the cost of transport to the previous Home Base for the Pilot, his or her spouse, dependent children under 21 years of age and their possessions.

20.10 Except as allowed for in clause 20.12, the Company may terminate employment by giving notice or payment in lieu of notice (as per clause 20.2 if for any reason the Pilot cannot perform duties and responsibilities for a period of three (3) consecutive months in any 12 month period during the term of this Agreement.

20.11 The Company may terminate the employment without notice and without any payment in lieu of notice if:

- (a) The Pilot commits any act of serious misconduct or commits any serious breach of the terms and conditions of the Agreement; or
- (b) If approval to hold the position of Pilot is withdrawn by NZCAA.

20.12 Termination for medical reasons

- (a) If the Pilot is prevented by accident or mental or physical illness from properly carrying out their duties under this Agreement for more than an aggregate period of four months within any twelve month period (or if the Company believes that the Pilot is unlikely to be able to perform their duties for such period), the Company may terminate the Pilot's employment in accordance with clause 20.2 above. However the Company will consider all possible employment options (including redeployment) within the Airwork group of companies. Provided that no

Pilot shall have their employment terminated whilst on approved personal leave, or has untaken personal leave available to them.

- (b) Before taking any action under the subclause above, the Company may request the Pilot to undergo a medical examination by a registered medical practitioner (at the Company's cost) nominated by the Company or if the Pilot wishes two medical practitioners, one nominated by the Company and one by the Pilot. The Company will take into account any report or recommendations made available to it as a result of that examination and any other relevant medical reports or recommendations which it might receive or might wish to be tendered to it by or on the Pilot's behalf.

20.13 Job search entitlement

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

21. Redundancy

21.1 Pilots exempted

This clause 21 does not apply to Casual Pilots or Fixed Term Pilots whose employment has terminated as a result of the effluxion of time. This clause 21 does not apply if the Pilot's employment is terminated as a consequence of Serious Misconduct, or for reasons relating to the Pilots conduct, capacity or performance.

21.2 NES

Redundancy is dealt with by the NES. This clause provides for occupational specific detail.

21.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 20.2, if the Pilot's employment is terminated by reason of redundancy they will be paid, the following amount of severance pay in respect of a continuous period of 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 calculated at the Base Salary set out in Appendix A.

Provided that the severance payments must not exceed the amount which the Pilot would have earned if employment with the Company had proceeded to the Pilot's normal retirement date.

21.4 Pilot leaving during notice period

If the Pilot's employment is terminated by reason of redundancy he or she may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. However, in this circumstance, the Pilot will not be entitled to the balance of the payment in lieu of notice for the balance of the notice period.

21.5 Time off during notice period

- (a) During the period of notice of termination given by the Company, a full time Pilot must 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.
- (b) If the Pilot has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Pilot, at the request of the Company, is required to produce proof of attendance at an interview or he or she is not entitled to receive payment for the time absent. For this purpose a statutory declaration is sufficient.

21.6 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 / endorsement required at the time of termination due to redundancy.

21.7 Voluntary Redundancy

- (a) Where a redundancy situation arises the Company shall, in the first instance, seek expressions of interest for voluntary redundancy (and if applicable relocation) from all permanent pilots. Should the Company accept any or all of those expressions of interest, those so accepted shall be treated in accordance with clause 21.
- (b) If sufficient expressions of interest are either not received or accepted following the process under sub-clause 21.7(a), the Company may invoke enforced redundancies after taking into account operational requirements and any personal circumstances of affected Pilots.
- (c) At any time during the process under subclause 21.7(b) the Company may accept a voluntary expression of interest from the Pilot.

22. Suspension

Where the Company considers it necessary for the protection of the operational and business interests of the Company, the Company may, following a preliminary investigation, require the Pilot to undertake alternative duties consistent with the Pilot's abilities or remain away from work, on pay, while it concludes its investigation. Prior to suspending a Pilot the Pilot shall be provided with written reasons for the

decision including the outcome of the preliminary investigation. The Pilot shall be entitled to be represented during the preliminary and substantive investigation.

23. Annual Leave

23.1 Annual leave is provided for in the NES. This clause provides occupational and Company specific detail.

23.2 Entitlement to annual leave

A Pilot is entitled to annual leave such that the Pilot's total entitlement to annual leave pursuant to the NES and this Agreement 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.

23.3 Annual leave loading

The salaries set out in Appendix A are inclusive of annual leave loading. No additional payment for annual leave loading will be paid.

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 Company.
- (d) Where ever practicable annual leave will be taken at a time agreed by the Company and the Pilot, otherwise at a time fixed by the Company. However, the company will not unreasonably refuse a request from a Pilot to take annual leave.
- (e) Annual leave may be taken in advance of the entitlement accruing by agreement with the Company.

23.5 Proportionate annual leave on termination of employment

- (a) 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 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 23.2 for each completed day of employment in respect of which annual leave has not been granted.

23.6 When payment will be made for annual leave

A Pilot will be paid in the normal pay cycles of the Company for all annual leave entitlements.

23.7 Recall of Pilot from annual leave

- (a) The Company will not be entitled to recall a Pilot from annual leave except by mutual agreement between the Company and the Pilot.
- (b) Where a Pilot is recalled in accordance with clause 23.7(a), the Pilot will be granted two (2) days' annual leave in place of each such day and the Pilot may elect to add such additional entitlements to the balance of an interrupted annual leave period if applicable.

23.8 Illness during a period of annual leave

- (a) Where a Pilot becomes seriously ill during annual leave, the duration of such illness will be counted as personal/carer's leave to the extent that the Pilot has credited personal/carer's leave. Providing that firstly the Pilot will advise the Company as soon as practicable after the commencement of the illness and secondly produces proof of illness to the Company within seven days of return to duty.
- (b) Every consideration will be given to granting the equivalent substitute recreation leave in the manner requested by the Pilot.

23.9 Responding to an Annual Leave request

Unless agreed otherwise, the Company will approve or decline a request for annual leave submitted by a Pilot within 14 days of the application being made, provided that the Pilot has made the application at least six (6) weeks before the proposed commencement date of the annual leave.

23.10 Cashing Out of Annual Leave

- (a) A Pilot and the Company may agree to the Pilot cashing out up to two weeks of their credited annual leave entitlement every 12 months.
- (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Pilot.
- (c) The Company will not require the Pilot to cash out an entitlement to annual leave, nor exert undue influence or pressure on the Pilot in relation to a decision about whether or not to cash out a period of annual leave.
- (d) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.

24. Other Leave**24.1 Personal Leave - Sick Leave and Carer's Leave**

Personal leave is provided for in the NES. This clause provides an occupational specific detail.

The Pilot shall be entitled in each year of service to 10 days' paid personal leave per year, which includes both sick leave and carer's leave.

- (a) A Pilot who is not fit for work because of a personal illness or personal injury will at any time be entitled, without deduction of salary, to be absent from work on sick leave to the extent of his or her sick leave credits.
- (b) There is no entitlement to paid leave of absence for any period the Pilot is receiving workers' compensation payments.
- (c) The Pilot will, as soon as reasonably practicable, inform the Company of his/her inability to attend for duty and state the nature of the injury or illness and the estimated duration of the absence.
- (d) A Pilot who has exhausted his/her accumulated sick leave credits 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.
- (e) A Pilot is required to produce a medical certificate to the Company where the Pilot has had two (2) consecutive days personal leave or four (4) aggregate days personal leave in any year of service.
- (f) A Pilot who has been granted paid sick leave for an illness or injury in respect of which he/she has consulted a medical practitioner will remain on such leave subject to his/her entitlements from time to time, until such time as he/she is deemed to be medically fit in accordance with the relevant NZCAA regulations to resume flying.
- (g) Any unused personal leave will not be payable by the Company to the Pilot upon the termination of employment.
- (h) Unused personal leave accrues from year to year.
- (i) On all occasions of personal leave, a Pilot is required to put in a Leave form stating the type and period of personal leave being taken.

24.2 Additional Personal Leave for URTI

- (a) In addition to the personal leave entitlements set out at clause 24.1 above, the Pilot will be granted up to six days' paid leave per year for a disability associated with an upper respiratory tract infection (URTI). The paid leave in this clause is not cumulative. The Pilot 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.
- (b) If the URTI prevents the Pilot from undertaking any work, the Company requires the Pilot to produce a medical certificate specifying the nature of the URTI for two or more consecutive URTI days of leave.

- (c) Where a Pilot reports for work and performs ground duties only in accordance with this clause, the entitlement under this clause will not be effected.
- (d) Any URTI leave taken by a Pilot shall be recorded on the Pilot's payslip.

24.3 Compassionate leave

- (a) A Pilot will be entitled to two days compassionate leave including travelling time without loss of pay on each occasion and on production of satisfactory evidence of the death or serious illness or injury in Australia of the Pilot's immediate family member or member of the Pilot's household. For casual Pilots, compassionate leave in this sub-clause is unpaid leave.
- (b) The Pilot may in addition to the period of compassionate leave stated above and after this period is exhausted use up to three (3) days personal leave for each occasion described above.

24.4 Carer's Leave

- (a) Paid Leave Entitlement

A Pilot other than a casual is entitled to use the Pilot's personal leave entitlements each year to provide care or support for members of the Pilot's immediate family or household who suffer a personal illness or injury or unexpected emergency. This entitlement is subject to the Pilot being responsible for the care and support of the person concerned.

- (b) Notice Required

- (1) Before taking carer's leave, a Pilot must where practicable give at least two hours' notice before the Pilot's next rostered starting time.
- (2) The notice must include:
 - (A) The name of the person requiring care and support and the relationship to the Pilot;
 - (B) The reasons for taking such leave; and
 - (C) The estimated length of absence.
- (3) If it is not practicable for the Pilot to give prior notice of absence, the Pilot must notify the Company by telephone at the first opportunity.
- (4) Evidence Supporting the Claim

The Pilot must, if required by the Company, provide satisfactory evidence that the Pilot is required to care and support the member due to personal illness or injury or an unexpected emergency by production of a medical certificate or statutory declaration. If the supporting documentation is a medical certificate it must state that the member will have a personal illness or injury during the period.

If the supporting documentation is a statutory declaration it must state that the Pilot requires leave because of:

- (A) a personal illness or injury of the member; or
- (B) an unexpected emergency affecting the member.

(c) Unpaid Leave

If a Pilot's entitlement to paid carer's leave is exhausted, a Pilot may take up to two (2) days unpaid carer's leave on each occasion that an immediate family or household member requires care and support because of personal illness or injury or unexpected emergency. Such leave is subject to the provision of evidence supporting the claim as set out in clause 24.4(b)(4) above. The Pilot may take additional unpaid carer's leave by agreement with the Company.

(d) Casual pilots

For clarification, a Casual pilot is entitled to unpaid carer's leave.

24.5 Illness while on Duty

A Pilot who becomes ill while on duty away from Home Base and who is unable to perform further duties, is entitled to:

- (a) daily travelling allowance up until Sign-Off in Home Base, plus reasonable out-of-pocket expenses including meals and laundry. If the Pilot is hospitalised, daily travelling allowance will cease whilst the Pilot is hospitalised. Reasonable out-of-pocket expenses incurred by the Pilot while away from Home Base must be met by the Company;
- (b) accommodation of an appropriate standard (if required);
- (c) transport to and from airport, accommodation or doctor;
- (d) booked travel to home base; and
- (e) transport to home or doctor if the Pilot requires this on arrival at Home Base.

24.6 Parental Leave

Subject to the terms of this clause, the Pilot is entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child in accordance with the provisions of the NES and any other relevant legislation that provides an entitlement for parental leave.

(a) Variation of period of parental leave

- (1) Provided that the maximum period of parental leave does not exceed the period provided for in the FW Act, the Pilot may change the period of parental leave on one occasion, or on more than one occasion if the Company agrees.
- (2) The Pilot must give at least 14 days written notice to the Company of the period by which the leave is to be extended.

(b) Parental Leave and other entitlements

- (1) Parental Leave is regarded as service for all purposes of this Agreement.
- (2) The Pilot may in lieu of or in conjunction with parental leave, access other paid leave entitlements which have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding the maximum leave allowance in accordance with the FW Act.
- (3) The period for which payment is made must be deducted from the Pilot's accrued personal leave where the Pilot is ill or injured for that period of leave.
- (4) The Company must pay the contribution to superannuation in accordance with clause 29 for the maximum period of leave provided for under the FW Act.

24.7 Transfer to a safe job

- (a) Where the Pilot is pregnant and, in the opinion of a registered DAME, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Pilot make it inadvisable for the Pilot to continue at her present work, the Pilot must, if the Company deems it practicable, be transferred to a safe job until the commencement of maternity leave. All the terms and conditions will remain the same.
- (b) If the transfer to a safe job is not practicable, the Pilot is entitled to take paid no safe job leave for the risk period as per the NES.

24.8 Requirement to Cease Flying

- (a) Subject to medical advice, the Company may require a Pilot to cease flying at any time during her pregnancy.
- (b) If a Pilot is required to cease flying under this clause she will either accept any mutually alternative duties offered, or commence leave.

24.9 Relinquishing a Vacancy if Training not already commenced before Maternity Leave

If, before commencing maternity leave, a Pilot has not completed transitional training for a vacancy already allocated to her, she will relinquish the vacancy.

24.10 Applying for a Promotion during Maternity Leave

During maternity leave a Pilot may apply for advertised employment opportunities, including a standing bid provided the training for that opportunity is planned to commence after the end of her maternity leave.

25. Long Service Leave

- 25.1** The amount of long service leave to which the Pilot is entitled is in accordance with the applicable legislation of the State which applies to the Pilot.

- 25.2** At the request of the Pilot and with the approval of the Company, long service leave on half pay may be granted for a period not exceeding twice the normal entitlement.

26. Jury Service

- 26.1** If the Pilot is required to attend for jury service during their normal duty time they shall be reimbursed an amount equal to the difference between the amount paid in respect of their attendance on such jury service and the amount of the salary the Pilot would have received had the Pilot performed their normal duties.
- 26.2** The Pilot shall notify the Company as soon as possible of the date upon which the Pilot is required to attend for jury service.

27. Community Service Leave

Community Service Leave is provided in accordance with the NES.

28. Accident Make Up Pay

- 28.1** In addition to any statutory entitlements to Workers' Compensation under the State Legislation, the Pilot shall be paid make up pay.
- 28.2** Make up pay shall;
- (a) Be an amount of money equal to the difference between the Pilot's Workers' Compensation entitlements and the amount of salary plus regular allowances that the Pilot would have received had the Pilot been at work for the period concerned. Provided that it shall not apply during any period of paid leave.
 - (b) If no specific earnings figure can be ascertained, the figure used shall be the average earnings over the previous three months or such lesser period of time during which the Pilot has been employed.
 - (c) Be payable for a maximum period or aggregate periods up to 52 weeks in respect of incapacity arising from any one injury or illness.
 - (d) Be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Pilot and the Company.
 - (e) Nothing in this clause shall affect the right of the Company to terminate the Pilot's employment in accordance with clause 20 of this Agreement, provided that the Pilot shall not be terminated as a result of having received make-up pay or as a means of avoiding make-up pay obligations on the part of the Company.
 - (f) In the event that the Pilot receives a lump sum in redemption of statutory compensation entitlements, the liability of the Company to pay make-up pay shall cease from the date of such redemption.
 - (g) Where the Pilot recovers damages from the Company or from a third party in respect of a compensable injury independently of statutory entitlements, he or she shall be liable to repay the amount of make-up pay which he or she has received in respect of the illness or injury and

shall have no further make-up pay entitlements in respect of the injury or illness.

29. Superannuation

- 29.1** The Company shall pay superannuation contributions, not less than that required under the *Superannuation Guarantee (Administration) Act 1992* (or subsequent relevant legislation), on behalf of all Pilots into a fund nominated by the Pilot, or in default into a complying superannuation fund nominated by the Company. Payments made in accordance with this clause will be remitted to the relevant superannuation fund.
- 29.2** If the Pilot authorises the Company to deduct monies from their salary for voluntary superannuation contribution payments the Company shall pay those monies not less than monthly to the superannuation fund nominated by the Pilot.
- 29.3** Subject to the governing rules of the relevant superannuation fund, the Company must make the superannuation contributions provided for under clause 29.1 while the Pilot is absent because of:
- (a) **Paid leave** – while the employee is on any paid leave;
 - (b) **Work-related injury or illness** – for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (1) the Pilot is receiving workers' compensation payments or is receiving regular payments directly from the Company in accordance with the statutory requirements; and
 - (2) The employee remains employed by the Company.

30. Training

- 30.1** The Company will pay all course fees, simulator rental costs, accommodation and allowances during the initial and recurrent training for a Pilot to maintain their licence coverage.
- 30.2** The Company may enter into a training bond with a Pilot provided that:
- (a) This clause 30.2 will not apply to any Pilot employed by the Company on or before the Operative Date unless the Company introduces a new aircraft type and an existing Pilot does not have the necessary licence classification new type rating to fly that new aircraft type. The training bond will apply to the new type rating only;
 - (b) A new Pilot who is employed after the Operative Date may be subject to a training bond where the Company facilitates training for the new Pilot to obtain the necessary licence classification new type rating required on employment to fly the Company's aircraft, provided that any such Pilot will not be subject to concurrent bonds (i.e. a second bond shall extinguish a first bond) should the Company introduce a new aircraft type for which the Pilot may also be bonded where that Pilot does not have the necessary licence classification new type rating to fly that new aircraft type;

- (c) A maximum term of associated Return of Service ("ROS") of 12 months applies;
 - (d) The maximum amount of training costs to which a Pilot is bonded is \$15,000.00;
 - (e) No Pilot will be subject to concurrent bonds;
 - (f) The bond is pro-rated on a daily basis for the 12 month term of the ROS; and
 - (g) Where necessary, the bond will be waived in response to pressing circumstances.
- 30.3** The Company will not bond any Pilot in regards to any training or associated costs relating to:
- (a) Any recurrent training regardless of the aircraft; or
 - (b) Current type command upgrade training; or
 - (c) Any differences courses.
- 30.4** Any existing bond will become void in the event of either loss of aviation medical or any termination of employment at the initiative of the Company.

31. Medical Checks

A Pilot may, at the Company's expense, be required to undergo a medical check from an agreed medical practitioner where it is reasonably suspected that the Pilot may have a medical condition that may compromise the Pilot's responsibilities under any applicable Civil Aviation legislation, any other legislation, or at Common Law.

32. Health and safety

- 32.1** The Company will make every effort to ensure that the Pilots' workplace is safe.
- 32.2** The parties must comply with all relevant legislation.
- 32.3** The Pilot is required to know and comply with the health and safety rules and procedures of the Company and Airwork Flight Operations provided such rules and procedures are made available to the Pilot by the Company and in particular, to take all practicable steps to ensure the Pilot's own fitness for work and safety and the safety of others in the place of work.
- 32.4** The Pilot is required to ensure he or she maintains the ability to perform all required duties safely and effectively.
- 32.5** The Pilot must advise the Company and Airwork Flight Operations of any medical conditions (including stress-related symptoms) which may impact on the Pilot's ability to perform his or her duties safely or effectively.

Signed by
Airwork Personnel Pty Ltd
ACN 124 945 344

by:

Simon Lange

[Name]

[Position] General Manager

Authority to Sign

Acacia St, Brisbane
Address

06 Nov 2017.
Date

Signed for and on behalf of the
Employees of Airwork Personnel
Pty Ltd

DAVID STEPHENS

[Name]

Employee Representative

BARGAINING REPRESENTATIVE
Authority to Sign

132 Albert Rd St Marys
Address

9.11.17
Date

In the presence of:

RF
Witness Signature

Pauline McCann
Witness Name (please print)

B Acacia St Brisbane Airport 4008
Address

06.11.2017
Date

In the presence of:

Baynham
Witness Signature

BELINDA BAYNHAM (TP(Quai)) 122191
Witness Name (please print)

227 WILSON RD BUCCAN
Address

9.11.17
Date

APPENDIX A: WAGES**CAPTAIN****1. ANNUAL BASE SALARY**

Classification Level	Years of Service in the Rank of Captain	Gross Annual Rate (AUD)
1	1 st to 3 rd year of service	\$170,000.00
2	4 th year of service	\$175,000.00
3	5 th year of service	\$181,000.00
4	6 th year of service	\$188,000.00
5	7 th year of service	\$196,000.00
6	8 th year of service and greater	\$203,000.00

The Annual Base Salary will be increased on 1 July of each year from 1 July 2018 until the Nominal Expiry Date based on the June published figures of the Australian Bureau of Statistics CPI - All Groups weighted average for the eight (8) capital cities. This increase will be determined in September and back paid to 1 July.

2. CLASSIFICATION LEVEL

The Classification Level in clause 1 under heading Captains above will be determined as follows:

- (a) a Captain employed by the Company on a Full-Time basis as at 10 February 2017 and who remains employed by the Company on a full-time basis at the date this Agreement is approved by the FWC will either be classified at their relevant level (based on years of service with the Company as a Captain) or have their period of service with the Company grandfathered to Classification Level 2, being four years of service, whichever is the more beneficial to the Captain. The Captain's period of service will then increase to the next applicable Classification Level on the anniversary of the Agreement approval date by the FWC; or
- (b) all other Captains will be classified according to their period of service with the Company in the ranking of Captain and will then increase to the next applicable Classification Level on the anniversary of their commencement date with the Company (if employed as a Captain from commencement) or their commencement date in the rank of Captain (if promoted to Captain after initially being employed by the Company as a First Officer).

3. RETENTION BONUS PAYMENT

- (a) This clause 3 only applies to Captains employed by the Company at 10 February 2017 and who remain employed by the Company at the dates in sub-clause (b) below.
- (b) Each eligible Captain will be entitled to receive 50% of the Retention Bonus Payment at each of the following dates:
 - (i) on the date that this Agreement is approved by the FWC, with such payment being made to the Captain in the first pay cycle after the Operative Date; and
 - (ii) on 1 January 2018, with such payment being made to the Captain in the first pay cycle after 1 January 2018.

- (c) The total "Retention Bonus Payment" is calculated using the following formula:

$$C = A - B$$

WHERE:

'A' - is the total Base Salary payable to the Captain between 1 October 2015 and the Operative Date at the applicable Base Salary for the Captain under this Agreement,

OR

In the event a Captain was a First Officer at any time during the period 1 October 2015 and the Operative Date, then 'A' will be calculated as follows:

The total Base Salary payable to the now Captain as a First Officer between 1 October 2015 and the date on which the First Officer was promoted to Captain at the applicable First Officers Base Salary under this Agreement,

PLUS

The total Base Salary payable to the now Captain between the date the First Officer was promoted to Captain and the Operative Date at the applicable Base Salary payable as a Captain under this Agreement.

'B' – is the total Base Salary actually paid to the Captain between 1 October 2015 and the Operative Date.

'C' – is the total Retention Bonus Payment which is the difference between 'A' and 'B'.

- (d) Notwithstanding sub-clause 3(a) above, the parties agree that the Captain will be entitled to the Retention Bonus Payment if they cease employment with the Company before the date in clause 3(b)(ii) above if:
- (i) the Captain retires from cockpit flying duties and:
 - A. has completed at least six (6) years of service with the Company in a particular rank; and
 - B. provides a minimum of six (6) months' notice of their retirement to the Company; or
 - (ii) the Captain ceases employment for medical retirement, being the situation where a Captain is deemed medically unfit by a duly qualified medical practitioner to continue cockpit flying duties indefinitely.

FIRST OFFICER**1. ANNUAL BASE SALARY**

Level	Years of Service in the Rank of First Officer	Gross Annual Rate (AUD)
1	1 st to 3 rd year of service	\$107,100.00
2	4 th year of service	\$112,000.00
3	5 th year of service	\$117,650.00
4	6 th year of service	\$122,200.00
5	7 th year of service	\$127,400.00
6	8 th year of service and greater	\$133,250.00

The Annual Base Salary will be increased on 1 July of each year from 1 July 2018 until the Nominal Expiry Date based on the June published figures of the Australian Bureau of Statistics CPI - All Groups weighted average for the eight (8) capital cities. This increase will be determined in September and back paid to 1 July.

2. CLASSIFICATION LEVEL

The Classification Level in clause 1 under heading First Officers above will be determined as follows:

- (a) a First Officer employed by the Company on a Full-Time basis as at 10 February 2017 and who remains employed by the Company on a full-time basis at the date this Agreement is approved by the FWC will either be classified at their relevant level (based on years of service with the Company as a First Officer) or have their period of service with the Company grandfathered to Classification Level 2, being four years of service whichever is the more beneficial to the First Officer. The First Officer's period of service will then increase to the next applicable Classification Level on the anniversary of the Agreement approval date by the FWC; or
- (b) all other First Officers will be classified according to their period of service with the Company in the ranking of First Officer and will then increase to the next applicable Classification Level on the anniversary of their commencement date with the Company.

3. RETENTION BONUS PAYMENT

- (a) This clause 3 only applies to First Officers employed by the Company at 10 February 2017 and who remain employed by the Company at the dates in sub-clause (b) below.
- (b) Each eligible First Officer will be entitled to receive 50% of the Retention Bonus Payment at each of the following dates:
 - (i) on the date that this Agreement is approved by the FWC, with such payment being made to the First Officer in the first pay cycle after the Operative Date; and
 - (ii) on 1 January 2018, with such payment being made to the First Officer in the first pay cycle after 1 January 2018.
- (c) The total "Retention Bonus Payment" is calculated using the following formula:

$$C = A - B$$

WHERE:

'A' - is the total Base Salary payable to the First Officer between 1 October 2015 and the Operative Date at the applicable Base Salary for the First Officer under this Agreement.

'B' - is the total Base Salary actually paid to the First Officer between 1 October 2015 and the Operative Date.

'C' - is the total Retention Bonus Payment which is the difference between 'A' and 'B'.

- (d) Notwithstanding sub-clause 3(a) above, the parties agree that the First Officer will be entitled to the Retention Bonus Payment if they cease employment with the Company before the date in clause 3(b)(ii) above if:
- (i) the First Officer retires from cockpit flying duties and:
 - A. has completed at least six (6) years of service with the Company in a particular rank; and
 - B. provides a minimum of six (6) months' notice of their retirement to the Company; or
 - (ii) the First Officer ceases employment for medical retirement, being the situation where a First Officer is deemed medically unfit by a duly qualified medical practitioner to continue cockpit flying duties indefinitely.

APPENDIX B: ALLOWANCES

1. ADDITIONAL PAYMENTS

Training Captain Allowance	Additional	\$9,800.00
Flight Examiner Captain Allowance	Additional	\$19,250.00

These payments will be paid to those Captains approved to perform the duties as a Training Captain and Flight Examiner Captain as applicable.

The Training Captain Allowance and Flight Examiner Captain Allowance may be activated on an annual basis by the Company as at 1 January each year. Activation will occur by written letter from the Company.

Working on a Rostered Day Off

- (a) If required to fly on a Rostered Day Off an additional payment for each Block Hours (pro-rata) of \$277.78 will apply to Captains and \$178.07 for First Officers. There will be a minimum payment of three hours at these rates per hour. If the Flight Hours are greater than three hours then the Pilot will be paid for the total Flight Time at the applicable rate shown here. Other than for the payment of the applicable allowances listed in Appendix B, a Pilot will not be entitled to any further payment if the Pilot works on an RDO and is paid in accordance with this clause.
- (b) If called in to work on a Rostered Day Off for Training, Standby (Reserve) or positioning, the Pilot will be paid an additional one day's pay.
- (c) If away from Home Base on a Rostered Day Off because of aircraft unserviceability or disruption due to weather then the Pilot will be paid an additional one day's pay.

Overtime Rates

Where a Pilot undertakes more than the Salary Working Hours, the Pilot shall than be entitled to the following Overtime Rates for all additional hours worked:

- (a) Captain: \$120.00 per additional hour (pro-rata);
- (b) First Officer: \$78.00 per additional hour (pro-rata).

Extended Flight Duty Period – Rate of Pay

If a Pilot extends their Flight Duty Period outside the Buffer Period they will be paid at the rate of \$277.78 per Block Hour for Captains and \$178.07 per Block Hour for First Officers, for each Block Hour (or part thereof) during the Extended Flight Duty Period.

2. LIST OF ALLOWANCES

- (a) **Use of Private Vehicle for Company Business:** If a private vehicle is used for Company business this will be reimbursed at the current ATO approved rate per kilometre. To claim private usage an expense claim should be submitted for approval. Reimbursement will be made through the payroll system.
- (b) **Domestic Travel:** All domestic travel should be pre-approved. Such pre-approval must include the submission of a budget detailing all costs including but not limited to airfares, accommodation, meals, Layover Allowance etc.

- (c) **Overseas Travel:** All overseas travel should be pre-approved prior to any booking being made. Requests for pre-approval should include the listing of all expenses to be incurred, including, but not limited to accommodation, Layover Allowance, meals, taxis etc.
- (d) **Choice of Airlines:** Cost of travel will be balanced out by urgency and flexibility required however the lowest cost option given these requirements must be used.
- (e) **Accommodation:** The Company has pre-approved accommodation suppliers. These accommodation suppliers must be used.
- (f) **Meal Allowances:** When a Pilot works for a period of more than 11 hours on any one day or continuous period, they are entitled to the relevant meal allowance below.

	Breakfast (0600-0800 hrs)	Lunch (1200-1400 hrs)	Dinner (1800-2000 hrs)
All Locations	AUD26.35	AUD29.52	AUD50.76

Meal Allowances will increase on 1 July of each year until the Nominal Expiry Date based on the greater of:

- (i) the June published figures of the Australian Bureau of Statistics CPI - All Groups weighted average for the eight (8) capital cities. This increase will be determined in September and back paid to 1 July; or
- (ii) three percent (3%).
- (g) **Away From Home Allowances:** A Pilot will be paid the following applicable allowances when they are required by the Company to be away from Home Base or away from their base of temporary transfer on a tour of duty:

	Total	Layover	Breakfast (0600-0800 hrs)	Lunch (1200-1400 hrs)	Dinner (1800-2000 hrs)
All Locations	AUD125.73	AUD19.10	AUD26.35	AUD29.52	AUD50.76

Layover Allowance claims will require authorisation and will be paid through the payroll system.

Away From Home Allowances will increase on 1 July of each year until the Nominal Expiry Date based on the greater of:

- (i) the June published figures of the Australian Bureau of Statistics CPI - All Groups weighted average for the eight (8) capital cities. This increase will be determined in September and back paid to 1 July; or
- (ii) three percent (3%).

For the avoidance of doubt, a Pilot is only entitled to either the meal allowance in subsection (f) above or the Away From Home Allowance in this subsection.

- (h) **Expense Claims:** All expense claims must be fully supported by receipts. Any amounts over AUD 20 not supported by a receipt will not be reimbursed.

Expense claims are reimbursed through the payroll system in conjunction with an individual's pay.

Expense claims must be submitted within one month of the date of return.

- (i) **Rental Cars:** Rental cars, including the car class is to be submitted as part of the travel application detailed in sub-clause (b) and (c) above.
- (j) **Expense Claim Authorisation:** Expense claims should be submitted to the individual's Manager for approval.
- (k) **Loss of licence allowance:** Each permanent Pilot shall be entitled to an annual allowance of up to \$2,000.00 to assist the Pilot to hold adequate insurance against loss of licence or if such insurance is not available to the Pilot, the allowance may be applied towards personal income protection insurance. Payment of the allowance will be made within a reasonable time after production by the Pilot of proof of payment.

In the event that a Pilot is unable to obtain either insurance against loss of licence or personal income protection insurance the Company will contribute \$2,000.00 (gross) to the Pilot's nominated superannuation fund. Payment will be made within a reasonable time after the Pilot produces evidence to the Company's satisfaction that the Pilot is unable to obtain either insurance against loss of licence or personal income protection insurance.

- (l) **Right Hand Seat Allowance:** A Captain selected by the Company and Activated as a Right Hand Seat Pilot at least once during a Quarter Period will be paid \$1,412.50 per quarter. Activation will occur where a Captain performs right hand seat duties.

Where "Quarter Period" means:

- (a) 1 January to 31 March;
- (b) 1 April to 30 June;
- (c) 1 July to 30 September; and
- (d) 1 October to 31 December.

3. PRODUCTIVITY BONUS

This Bonus is paid in the next pay cycle after the end of each calendar month.

Threshold:

The Monthly Productivity Bonus is subject to the Pilot having flown greater than 60 Flight Hours per calendar month ("Threshold Flight Hours"). Monthly Productivity Bonus per Flight Hour (or pro rata) for Flight Hours flown above the Threshold Flight Hours per calendar month:

Classification		
Captain	\$277.78	Annual increases to the Productivity Bonus from 1 July 2017 and for subsequent years until the Nominal Expiry Date will be based on the June published figures for each review year of the Australian Bureau of Statistics CPI - All Groups weighted average for the eight capital cities.
It is agreed that 50% of paxing hours shall be used towards the calculation of the monthly Productivity Bonus.		
First Officer	\$178.07	Annual increases to the Productivity Bonus from 1 July 2017 and for subsequent years until the Nominal Expiry Date will be based on the June published figures for each review year of the Australian Bureau of Statistics CPI - All Groups

weighted average for the eight capital cities.

It is agreed that 50% of paxing hours shall be used towards the calculation of the monthly Productivity Bonus.

APPENDIX C: CASUAL PILOTS

1. RATES OF PAY

Classification	Standard Rate
Casual Captain	\$295.16 per block hour minimum three (3) hours
Casual First Officer	\$191.85 per block hour minimum of three (3) hours

Annual increases to the Casual Pilots Standard Rate from 1 July 2018 and for subsequent years until the Nominal Expiry Date will be based on the June published figures for each review year of the Australian Bureau of Statistics CPI – All Groups weighted average for the eight (8) capital cities. This increase will be determined in September and back paid to 1 July.

2. SPECIAL RATES FOR CASUAL CAPTAIN

Training rate - \$312.16, which is subject to annual increases from 1 July 2017 and for subsequent years based on the June published figures for each review year of the Australian Bureau of Statistics CPI – All Groups weighted average for the eight (8) capital cities.

Checking rate - \$328.57, which is subject to annual increases from 1 July 2017 and for subsequent years based on the June published figures for each review year of the Australian Bureau of Statistics CPI – All Groups weighted average for the eight (8) capital cities.

Night Reserve Duty - \$500.00 for the night or \$295.16 per block hour whichever is the greater

Administration, Travel or Simulator duties - \$620.00 per day

Special Rates for Casual First Officers

Night Reserve Duty - \$320.00

Administration, Travel or Simulator duties - \$470.00 per day.

3. LIST OF ALLOWANCES (FOR CASUAL PILOTS ONLY)

- (a) **Use of Private Vehicle for Company Business:** If a private vehicle is used for Company business this will be reimbursed at the current ATO approved rate per kilometre. To claim private usage an expense claim should be submitted for approval. Reimbursement will be made through the payroll system.
- (b) **Domestic Travel:** All domestic travel should be pre-approved. Such pre-approval must include the submission of a budget detailing all costs including but not limited to airfares, accommodation, meals, Layover Allowance etc.
- (c) **Overseas Travel:** All overseas travel should be pre-approved prior to any booking being made. Requests for pre-approval should include the listing of all expenses to be incurred, including, but not limited to accommodation, Layover Allowance, meals, taxis etc.
- (d) **Paxing into Flight Deck Duty** – If a Casual Pilot is required to pax into active Flight Deck Duty he/she shall be entitled to an additional payment equal to one (1) hour's

Flight Time pay in addition to the payment for the Total Flight Duty he/she performs on that Rostered Duty Period.

- (e) **Charter Flight Cancellation** – In the event a Charter Flight is cancelled within 24 hours before sign-on, the casual Pilot shall be entitled to a payment of three (3) block hours.

4. RETENTION BONUS PAYMENT

- (a) This clause 4 only applies to Casual Pilots employed by the Company at 10 February 2017 and who remain employed by the Company at the dates in sub-clause (b) below.
- (b) Each eligible Casual Pilot will be entitled to receive 50% of the Retention Bonus Payment at each of the following dates:
 - (i) on the date that this Agreement is approved by the FWC, with such payment being made to the Casual Pilot in the first pay cycle after the Operative Date; and
 - (ii) on 1 January 2018, with such payment being made to the Casual Pilot in the first pay cycle after 1 January 2018.
- (c) The total "Retention Bonus Payment" is calculated using the following formula:

$$C = A - B$$

WHERE:

'A' - is the total standard rate amount payable to the Casual Pilot between 1 October 2015 and the Operative Date at the applicable Base Salary for the Casual Pilot under this Agreement.

'B' – is the total standard rate actually paid to the Casual Pilot between 1 October 2015 and the Operative Date.

'C' – is the total Retention Bonus Payment which is the difference between 'A' and 'B'.

- (d) Notwithstanding sub-clause 4(a) above, the parties agree that the Casual Pilot will be entitled to the Retention Bonus Payment if they cease employment with the Company before the date in clause 4(b)(ii) above if:
 - (i) the Casual Pilot retires from cockpit flying duties and:
 - A. has completed at least six (6) years of service with the Company in a particular rank; and
 - B. provides a minimum of six (6) months' notice of their retirement to the Company; or
 - (ii) the Casual Pilot ceases employment for medical retirement, being the situation where a Casual Pilot is deemed medically unfit by a duly qualified medical practitioner to continue cockpit flying duties indefinitely.
- (e) The Casual Pilot acknowledges and agrees that in addition to the above requirements being met that payment of the Retention Bonus Payment remains conditional on the Casual Pilot attending and participating in at least one meeting held by the Company per calendar year, where the agenda item "operational efficiencies" is discussed with the intention that the Company and the Casual Pilot work together to find cost saving

initiatives as a means of mitigating the cost increases that the Retention Bonus Payment will have on the Company's expenditure.

30 November 2017

Commissioner Lee
Fair Work Commission
By email: member.assist@fwc.gov.au

Dear Commissioner Lee,

**RE: AG2017 5393 –AIRWORK PERSONNEL PILOTS' ENTERPRISE AGREEMENT 2017
("AGREEMENT")**

UNDERTAKING

Airwork Personnel Pty Ltd hereby provides the following undertaking in respect of the Agreement, as requested by the Fair Work Commission:

1. Clause 24.3(a)

The Agreement will not limit the taking of compassionate leave to circumstances where a Pilot's immediate family member or member of the Pilot's household is within Australia. Pilots are entitled to compassionate leave in accordance with the National Employment Standards.

2. Appendix A

With regards to the classifications provided under Appendix A of the Agreement, the relevant comparative classification under the *Air Pilots Award 2010* for all employees covered by the Agreement is the "*Narrow body aircraft*" classifications.

Signed:



Simon Lange
General Manager
Airwork Personnel Pty Ltd
ACN 124 945 384