

**IN THE FAIR WORK COMMISSION
AT SYDNEY**

Matter: B2023/543

Virgin Australia Regional Airlines Pty Ltd

Applicant

Australian Licensed Aircraft Engineers Association

Respondent

Statement of Stephen Purvinas

I, Stephen Purvinas, of [REDACTED] NSW, say:

Background

1. I am the Federal Secretary of the Australian Licensed Aircraft Engineers Association (**ALAEA**). I have held this role since 1 July 2006.
2. I have worked in the aviation industry since 1986, when I commenced my apprenticeship as an Aircraft Mechanic.
3. We are a small union with about 2000 members. As Federal Secretary, I am required to work as head of the ALAEA, and as an Industrial Officer. This means I am involved in day-to-day negotiations and dealings with employers. Virgin Australia Regional Airlines (**VARA**) and other Virgin Group companies form part of my portfolio of work. I have had direct involvement in all VARA (formerly SkyWest) and all Virgin Group negotiations since 2006. A copy of our working structure is annexure **SP-01** to this statement.
4. I have led our team in negotiations with VARA in the current round of bargaining. I did not attend meetings between 13 March 2023 and 16 May 2023. I was on leave. ALAEA Assistant Federal Secretary, Peter Gill, took carriage of the negotiations while I was away. Mr Gill did appraise me of developments over this time through regular phone conversations.

5. Of VARA's 60 engineers, 41 are ALAEA members. 17 are ineligible to join because they are not licenced.
6. My statement predominantly responds to the statement of Joanna Glynn dated 30 June 2023. I make this statement based on my direct knowledge and observations. Some comments I make are based on information provided to me by others, I believe that information to be true and correct.

The current status of bargaining

7. Since Ms Glynn filed her witness statement, bargaining has continued to progress, and contrary to what Ms Glynn predicted at [277], the parties' positions have changed and we have moved closer together. I note that Ms Glynn has not been involved in any of the continued discussions.
8. The continuing discussions started with an afternoon face to face meeting in the ALAEA Bexley office on Tuesday 27 June 2023. In attendance were Job VandenHeuvel and Chris Snook from Virgin Australia. The ALAEA was represented by Chris Tamblyn, ALAEA Senior Vice President, and I.
9. There were three further video conference meetings across 4 and 5 July 2023. There have also been several phone discussions. Each of these discussions has been productive and courteous. We have requested a further meeting for 18 July 2023.
10. We have, as a result, come close to reaching agreement between the bargaining representatives.
11. At the outset, I want to say that I am a bit reluctant to disclose these conversations. Ordinarily I would treat these as confidential and 'without prejudice'. When I say 'without prejudice' I am not referring to this as a legal concept, or as a matter of privilege. By this phrase I really am referring to the idea that parties in a negotiation might float ideas or make offers to allow possibilities for agreement to be explored without the fear of this being later held against them by the other side. Several of our offers throughout bargaining have been made on this basis. The ability to speak freely is ordinarily important to the bargaining process.

12. The only reason I am disclosing these is because VARA has decided to lead evidence of similarly confidential and 'without prejudice' discussions, including extensive evidence of discussions in a confidential conciliation process, in support of its application. Indeed, as I discuss below, its evidence actively misrepresents some of these 'package' offers as representing unconditional agreement on individual line items (e.g. the wage freeze). Accordingly, I have formed the view that it is necessary to disclose these matters to give the Commission a full picture of where negotiations are. Because of the unusual circumstances of this application, and the nature of VARA's evidence, I do not think this will have the chilling effect it ordinarily might.

13. The latest VARA proposal, as I understand it, is:
 - a. A two-year wage freeze followed by three annual 3% increases. The first increase to apply from 1 July 2022.
 - b. The limit on the number of Cat A licence holders VARA can employ will increase from 10% to 15%.
 - c. The agreement would expire on 30 June 2025.
 - d. The proposed company public holiday clause would remain.
 - e. Unpaid bonuses would not be paid.
 - f. Backpay from 1 July 2022 to 1 July 2023 will not be paid.
 - g. From 1 July 2023, a 737-transition allowance calculated at 1.5% of an employee's base salary would apply, and end two years later.
 - h. From 1 July 2023, a new generation allowance calculated at 6% of an employee's base salary would apply and be ongoing.

14. There is one matter that remains unresolved. It is our claim for the maximum redundancy payment to be lifted to 52 weeks' pay, from the current cap of 20 weeks. If this was agreed to by VARA, we would have agreement on all the above matters.

15. Of course, it remains open to VARA to put an agreement in the terms set out at [13] to employees. If it did so, the ALAEA would run a neutral campaign; that is, while we would not actively encourage our members to vote yes, we would not run an active no campaign. This is our usual practice except where we consider the proposed agreement to be unfair or particularly bad. In those circumstances, we run a no campaign.
16. In the 425 application, I gave evidence that the sense I got from members from a Teams meeting on 28 May 2023, shortly before the last proposed agreement was put out to a vote, was that the offer was close, but not quite acceptable. At the time, my view was that the impasse could be resolved by negotiation. The negotiations that have occurred since then have gone a long way toward doing just that.
17. In particular, an obstacle to agreement was the fact that VARA had described the Transition Allowance as being 4% in its materials, but members had immediately pulled out their calculators and realized that it was less than that. In fact, as Ms Glynn explains at [209], it is a more complicated calculation, but the way it was described to employees did not convey this. From my discussions I understand this perceived discrepancy between the promise and the text influenced a number of peoples' decision to vote no. This is not a feature of the current proposal.

The ALAEA's position in bargaining

18. Throughout Ms Glynn's evidence, she suggests that the ALAEA has been advancing inconsistent positions and 'moving the goalposts' throughout bargaining; that is, she says we have been increasing our demands as VARA has improved its offer.
19. This is not correct.
20. To the extent that I can understand it, Ms Glynn's view in this regard seems to be based on her belief that the ALAEA unconditionally agreed to a wage freeze for 2020 and 2021. This is not a position we have ever put.

21. I discuss the various offers in more detail below, but in summary the position the ALAEA has always advanced is that, while its primary position is for wage increases of 3% in each year covered by the agreement, we were willing to accept a wage freeze for 2020 and 2021 if it was adequately compensated for in other ways. Throughout bargaining we have been open to exploring what this compensation looks like, as I discuss below.
22. I thought that compensation, if it were financial, should be at a level roughly reflecting the increases that would have been paid if a wage freeze was not imposed, and our offers have reflected that. Ms Glynn's evidence reflects a comprehensive misunderstanding of our position from the start. Additionally, she ignores the various new asks that VARA put forward without explanation, which I discuss below.
23. This is probably because she was not involved in bargaining at all until February 2023, and is relying on things various people (mostly unnamed) have reported to her. I additionally do not agree that she has 'led' negotiations; while she has been present at meetings since this time the bulk of the discussions have been between me and the engineering managers. The person who did most of the talking from the other side is engineering manager Nick Fourie. The HR and IR people rarely speak. I think Ms Glynn only attended one or two bargaining meetings prior to conciliation.

Ms Glynn's representations about me

24. Throughout her evidence, Ms Glynn claims to have been informed that I have said various things to various people, apparently to suggest that the ALAEA has been unreasonable in bargaining. Her evidence in this respect consistently does not reflect the full substance of what was said. I discuss these matters in turn below when I deal with the chronology of events, but some key matters need to be addressed in full first.
25. At [129], Ms Glynn says that during a phone call with Mr Reynolds, I indicated that the ALAEA were '*now seeking compensation for the wage freeze period*', and describes this as a substantial revision to our position. It was no such thing.

26. Mr Reynolds and I have a good working relationship and can freely discuss things, including off the record chats. This is an important part of the bargaining process. This discussion was to explore options to resolve the negotiations. I recall the conversation including words to the effect of:

Me: An adequate resolution would see an outcome that averaged 3% per annum including the wage freeze years.

Mr Reynolds: But you had previously said you would agree to a wage freeze.

Me: We did, that offer was without prejudice and open for 7 days. You guys did not take up the offer. We said we would revert to our original claims, and we are.

Mr Reynolds: But you never asked for 3% across wage freeze years. This is new.

Me: No, it is not. We always said we wanted compensation for a wage freeze. We told VARA the value sat at 3% per annum. Earlier we said we would trade that for absolute job security, that was rejected too.

27. The offer I was referring to was a rollover agreement with 3% increases starting on 1 July 2022. VARA rejected that and continued to seek significant reductions in conditions. Its position at that time in respect of wage increases was 2.5%, 3% and 3%, with various additional lump sum payments. It is not accurate for Ms Glynn to describe this as '3% on average' as it simply was not a 3x3% wage increase (as lump sum payments are one-offs, they are treated differently).

28. At [143], Ms Glynn says she is informed that I said, '*VARA presents its offer and I reject it*'. I did not say this. I never talk this way. I represent an

organisation and its members. I use the word 'we'. At this time, I recall saying words to the effect of:

Me: *While VARA continues to make substandard offers, we can reject them.*

29. We considered the offer substandard at this time because it did not include adequate compensation for the 2 year wage freeze. This position cannot possibly have been surprising to VARA.
30. At [146], Ms Glynn describes a meeting on 3 November 2022. Again, she was not there. She says I indicated a willingness to seek FWC assistance in resolving our bargaining dispute. I asked if this was conciliation or arbitration. When VARA said it would be for conciliation, I confirmed we would be willing for that step to occur.
31. Ms Glynn also says that I told VARA I did not care about the 2% profit share we were putting at risk. I did say this with some additional words. I explained that the profit share was a one-off payment. It did not add to base wages or super. The money was gone once it was spent. Our members wanted proper wage rises that would be there every year and increase over time, and were willing to forgo the one-off payment to secure these instead.
32. At [177], Ms Glynn says that during a phone call with her, we discussed VARA handing back B737-700s to Virgin Tech. Ms Glynn and I have a good working relationship and can freely discuss things. I recall the conversation including words to the effect of:

Ms Glynn: *It may not surprise you, but the company has decided that because of the PIA, the B737-700 work will go back to Virgin Tech.*

Me: *Yes, we expected that. We knew you would scare the blokes by taking their new toy off them.*

Ms Glynn: *We just won't have enough labour to do the work with industrial action happening.*

Me: You know that's not true. We have offered to cover all stoppages with overtime. Labour is not your problem. Virgin just wants to punish the blokes.

33. The PIA taken by ALAEA members has been designed to ensure that VARA still has sufficient labour to cover needed work, although at an additional cost. I do not believe there was an operational reason to remove the B737-700 work.

Cat A LAMEs

34. At [170], Ms Glynn describes a Cat A LAME as a LAME with limited certification scope and paid approximately \$47,000 less per annum. A Cat A holder is not qualified to certify for all work on an aircraft. A Cat A holder is only trained and qualified to sign for specific tasks. For example, a mechanical Cat A holder may be qualified to add engine oil, change a wheel, and replace a soiled seat cushion. An avionics Cat A holder may be qualified to change a light globe, change an aircraft battery, and test an onboard video player. Although a Cat A holder may have limited scope, the tasks they are trained to do are common tasks that may occupy half the total work.
35. VARA has no Cat A licence holders. Neither does the main body of Virgin Australia Engineers, who are employed by Virgin Tech (**VT**). Both enterprise agreements allow a 10% cap of Cat A licence holders across their respective workforces. At VT, there is an additional requirement that a Cat A licence holder receive full LAME training within 2 years. VARA does not have this. The ALAEA proposed the training clause at VT to create a genuine career pathway for those LAMEs.
36. VARA's Cat A recent proposal has major implications for young workers, and existing LAMEs. VARA's recent proposal wants the current 10% allowance to move to 100%, without training guarantees. This would allow VARA to flood the workforce with significantly cheaper, and less qualified, Cat A LAMEs. They could then declare existing LAME jobs redundant.

37. It is a concerning job security issue, and the recently added position was unacceptable. I note that it was introduced 2 years into negotiations without warning. In my view, it significantly shifted the goalposts and became a talking point for our members who realized it may be a step that could cost them their jobs. This new claim was viewed by our members as more significant than any of the earlier allowance reductions proposed by VARA combined. Its addition is a major reason why the last proposed agreement was voted down.

Negotiation Authority

38. At [262], Ms Glynn states that VARA attendees at meetings are authorised to make offers. This is technically true. The problem is the extent of their authority is to express offers that have been pre-approved by persons higher up in the organization, who never attend negotiation meetings.
39. This is why I have previously referred to the meeting attendees as messengers. Without access to the decision makers, we cannot explain, argue, or support our claims to the extent necessary to convince the other side that our claims should be agreed. I don't know what is being communicated back to the real decision makers.
40. Having access to actual decision makers has overcome roadblocks we have previously encountered with the Virgin Group. In 2010, the VT Engineers were on the eve of protected industrial action. Then Virgin Australia CEO Brett Godfrey attended two days of negotiation with us, and agreement was reached.
41. In 2014 at VT the parties were close to agreement, except the negotiators were not authorised to agree to our job security proposal. That impasse was overcome in one meeting between me and Virgin Australia CEO John Borghetti, because he was able to actually negotiate.
42. On 29 June 2023, I emailed Ms Glynn requesting we meet with people higher up i.e. the actual negotiators. I thought this a reasonable and natural step to take considering it has worked in the past. The request has not been accepted. My email request is Tab **56** of Exhibit **JG-1**.

43. I know Ms Glynn is not authorised to agree to terms beyond positions fixed by persons higher up. On 28 February 2023, she told me this when explaining the Virgin Group structure. It was at a VT enterprise negotiation meeting. The answer was applicable to both VARA and VT because they come under the same structure.
44. In short, there is a central Virgin Group Enterprise Agreement committee that sets wage outcomes. Ms Glynn is not part of that committee. I took notes of her explanation from that meeting. A copy of the VT meeting notes is annexure **SP-02** to this statement.
45. Based on Ms Glynn's explanation above, I formally requested access to persons of authority for VT negotiations; that is, these committee members. The request explains the dilemma in more detail. A copy of the request is annexure **SP-03** to this statement. This is the same thing we have been asking for at VARA.
46. At [262], in relation to my request for VARA to include authorised people, and not just messengers, Ms Glynn states:
- “This comment is a strange comment by Mr Purvinas, given that he himself requires authority to engage in bargaining offers, and has sought to take time to reflect and circulate offers outside bargaining meetings and conferences before the Commission.”*
47. My authority resides in ALAEA rule 27(1)(n) by way of my position as ALAEA Federal Secretary. I am the only person authorised to represent the ALAEA at negotiations, and/or discussions with employers. I do not need to gain further authority from another person or group. I do take time to reflect and canvas the views of those I represent, when new information is presented, but I am in a position to bargain including by making compromises at any meeting I attend. I am not there simply to relay pre-approved positions; instead, I have scope to negotiate. My concern is that the VARA reps do not.
48. I believe if we had access to persons with authority during these negotiations, the current outstanding matters could be resolved faster.

Virgin's Group Strategy

49. At [20](b), [23](c)(ii), [40], [41], [108], [109], [165] and [218], Ms Glynn discusses or refers to Group wages policies, mandates, alignment, consistency, and approach to bargaining. I understand this policy to be a 2-year wage freeze followed by 3% pa wage increases. At [175], Ms Glynn refers to an email where Mr Miller stated to staff that they:

"...will not be deviating from this approach for individual work groups".

50. I know that the Virgin Group has deviated from this approach for at least one other workgroup. On 22 June 2023, an offer was made to the AMWU for Engineers at VT. It was 15.1% over 3 years. This was explained by their manager, Mr Job VandenHeuvel, in a memo to staff released that day. A copy of VT memo 1 is annexure **SP-04** to this statement.

51. On 8 July 2023, Mr VandenHeuvel released a further memo to staff explaining how the offer to Engineers at VT had improved to 15.6% over 3 years. A copy of the VT memo 2 is annexure **SP-05** to this statement.

52. At [80], [81], [109], [270], [271] and [272], Ms Glynn refers to other Virgin employee groups accepting or agreeing to enterprise agreement terms and how that should set a standard for VARA.

53. This may well be VARA's position, but it is not something that employees should in my view be required to accept. What is negotiated between Virgin and other workgroups is between them and their unions. We do not have any input into processes adopted by other unions.

54. The concept also disregards historical anomalies. For example, other workgroups may have had consistent pay increases each year, VARA Engineers have received only 3 pay increases in 10 years. For this reason, I disagree with the one size fits all approach.

Network and Others

55. At [40](d), [52], [53], [54], [165] and [273], Ms Glynn compares wages at Network Aviation to VARA. I disagree with this approach because Ms Glynn focuses on raw wages alone and omits other remuneration, conditions, and considerations, packaged inside and outside enterprise agreements.
56. On 30 June 2023, a LAME employed by VARA, Chris Jackson, resigned to move to Network. He starts on 28 July 2023. Mr Jackson was a long-term member of our VARA negotiation team. I rang him after he resigned to find out why he preferred employment at Network. He told me his reasons included better job security, parking that is much closer to the workplace, career progression opportunities, better rostering with regular 6-day breaks, working in two hangars instead of one, and higher overtime penalty rates. He said morale at VARA was poor and he had concerns with the direction management were taking the company. He also said a move to Network would give him a pay increase because of the Network shift allowance.
57. From 1 July 2023, Network offer a \$10,000 sign on bonus for any Engineer who joins their business. The Network sign on bonus is annexure **SP-06** to this statement.
58. In the last two years at least eight Engineers resigned from VARA to take up employment at Network. They are Aircraft Maintenance Engineer (**AME**) Aaron Hyde, Alister Slater (AME), Michael McLaughlin (AME), Scott Dolling (AME), Jordan Wood (AME), Licenced Aircraft Maintenance Engineer (**LAME**) Justin Salas, Matt Briggs (LAME). VARA has lost over 10% of its Engineering workforce to Network. No Engineers have moved from Network to VARA.
59. As Ms Glynn notes at [52], a new Enterprise Agreement commenced at Network on 8 March 2023. I negotiated the new Network Agreement. It delivered immediate increases of at least 9.3% to all Engineers and a further 3% increase on 1 June 2023.
60. At **Tab 1 of Exhibit JG-1**, Ms Glynn presents some tables comparing VARA wages to Network wages. The tables appear incorrect to me. I did not check

every level. I focused on the most common LAME classification, which is a LAME grade 6 who is licenced on two aircraft variants and has more than 5 years' service. This reflects the majority of LAMES at VARA.

61. I calculate the Network LAME at a higher pay rate. I created a simple table below from the current Enterprise Agreements:

| Annually | VARA | Network |
|----------------------|---------------------|------------------|
| Base salary | \$153,587.10 | \$128,004 |
| Licence payments | Included in base | \$24,597 |
| Shift allowance | Included in base | \$7,680 |
| 5-year loyalty bonus | \$6,168.02 | Included in base |
| Total | \$159,755.12 | \$160,281 |

62. At [166], Ms Glynn says that VARA wages should be compared against other operators. I agree that any comparison should be plural and include a range of other operators, not just Network. A wider comparison has already been made by VARA. In November 2022, VARA presented us with a comparison table that included a third airline that operates in the charter sector, Alliance. The comparison included proposed VARA increases and was prior to the March increases at Network. VARA sat somewhere in between Network and Alliance at that point in time. A copy of the 2022 comparison is annexure **SP-07** to this statement.

63. VARA also operates in the Regular Public Transport (**RPT**) sector. RPT operators like Qantas, VT, Jetstar, Regional Express, and QantasLink provide other employment opportunities for VARA Engineers. I believe a proper wage analysis would include those airlines too.

First bargaining round

64. At [69], Ms Glynn refers to the first bargaining Notice of Employee Representation Rights (**NERR**). This was issued during COVID, and the Virgin Group were in administration. I attended creditor meetings and was appointed

to the committee of inspection through that process. This process weighed heavily on me at the time because many jobs were on the line.

65. I recall around mid-August 2020 receiving a call from Virgin Australia's Todd Reynolds. Mr Reynolds explained to me that a prospective new owner wanted all enterprise agreements opened and settled with 2-year wage freezes included. Mr Reynolds explained that we only had a few weeks to do this. I was supportive of the concept because without a new owner, the airline would be broken up and sold.
66. At [70]-[74], Ms Glynn describes these things with some accuracy. During the August 2020 through September 2020 discussions, I was supportive of a wage freeze, but only if it was coupled with absolute job security.
67. At [72](a), Ms Glynn states that VARA was also seeking a 15% cost reduction. I opposed the 15% cost reduction because the VARA proposals only targeted existing allowances, effectively reducing take-home pay for LAMEs. I thought this a step too far when combined with a wage freeze, absent any other trade-offs. Accordingly, I responded that the ALAEA was open to considering the reductions, but only in exchange for no cost lifestyle improvements for our members.
68. On 4 September 2020, the second creditors meeting took place. I attended the meeting as the offer made by BAIN was accepted. After this, we met once more on 18 September 2020. The urgency to open the VARA Enterprise Agreement seemed to dissipate from both sides. There was no appetite from the ALAEA to continue because the existing enterprise agreement was not due to expire until 7 February 2021. Internally, the ALAEA also resolved not to agree to a wage freeze without something substantial in return. At that stage, absolute job security was our aim.

Second bargaining round – general observations

69. At [76], Ms Glynn refers to the second bargaining Notice of Employee Representation Rights (NERR). This was 23 February 2021. I viewed this as the first proper set of enterprise agreement negotiations as opposed to the

earlier attempt to open an operating agreement. COVID was still a problem, but less so in Western Australia where VARA operates. VARA worked through the pandemic largely unaffected and were making profit.

70. From the outset of the negotiations, VARA wanted a 2-year wage freeze. I was mindful that freezing wages for two years was a big ask of employees, and in my view was something that should be adequately compensated for with improvements elsewhere. In my view, adequate compensation was 3% for each of the frozen years, or something of equal value. I have expressed this consistently since the first meeting on 15 April 2021.
71. At [165], Ms Glynn refers to an email she sent me on 27 February 2023. She says that any proposal must be viewed as a total package. We have also viewed the offers we have made as a total package concept and have done so from the start of negotiations.
72. At [264], Ms Glynn provides a table with the negotiation positions through time. From 10 June 2021 to 26 August 2021, it says the ALAEA agreed with the wage freeze. I disagree. Through that period, I said we would consider a wage freeze, or offered to accept it under certain conditions, as part of a total package. Unrestrained agreement to a wage freeze has never been our position, and this has always been made clear to VARA.
73. We never wrote to VARA with a static 'log of claims'. I was mindful that doing so may limit the compensation options for the wage freeze and impede bargaining. This has not been a line-by-line style negotiation for either side.
74. At [20](a), Ms Glynn says we have been unwilling to compromise. I disagree. The wage freeze is the biggest claim of either party. We have been willing to consider it and have made without prejudice and/or conditional options to accept it.
75. At [20](a), Ms Glynn says we have been inconsistent. I disagree. We have put forward various positions which were equally acceptable to us, none of which VARA has accepted. Any inconsistency was due to different settlement options

being explored; a normal process I see across the many organisations I deal with.

76. At [20](a), Ms Glynn says on occasions we have changed the goalposts. I disagree. We have always said there should be compensation for the wage freeze years equivalent to 3% for each year; we have simply been flexible about whether this is back pay or something else.
77. VARA has often changed the goalposts. Examples include:
- a. On 23 February 2023, VARA added a new claim to remove entirely the current 10% limit on the number of Cat A licence holders they can employ, as Ms Glynn identifies at [264]. This is a substantial claim that may deskill and alter the entire makeup of the workforce, and is of major concern to ALAEA members.
 - b. On or about 28 March 2023, the Full Court of the Federal Court of Australia handed down its decision in *CFMMEU v OS MCAP Pty Ltd* [2023] FCAFC 51 (**OS MCAP**). For workers this was a significantly favourable decision in relation to their right to take Public Holidays. Without consultation, VARA introduced a new clause into the draft agreement offered directly to the workforce in May 2023 to counter the effect that OS MCAP would have on VARA. A copy of the draft agreement with the changed clause at 51.3 is annexure **SP-08** to this statement.
78. These evolutions in position are due to a factor both parties have been dealing with: time. By way of illustration, we had initially agreed to a 3-year agreement expiring on 1 July 2023 (**Tab 7 of Exhibit JG-1**). This has now passed. All original claims we made were designed for those years, not additional years.

Second bargaining round – specific matters

79. At [75]-[177], Ms Glynn sets out the negotiations from 7 February 2021 to 8 March 2023.

80. I agree with the dates of meetings and correspondence expressed throughout this period. However, Ms Glynn's statement does not capture the full detail of what happened, probably because she was not involved in any meetings before 1 February 2023.
81. At [79](d), Ms Glynn says the ALAEA provided a 'log of claims' on 10 June 2021. At the subsequent meeting on 24 June 2021, VARA presented a slide pack that they say captured the parties' claims (**Tab 8 of Exhibit JG-1**). The slide pack has a VARA claim for a wage freeze and notes the ALAEA will consider it. The slide pack also reflects a purported ALAEA claim for a wage freeze followed by 3% increases on 1 July 2022 and 1 July 2023. This was not an accurate reflection of our proposal. I note that the slide pack also identifies that we had not agreed to a wage freeze.
82. We maintained the position that compensation must be paid for the wage freeze. Across meetings over this period, I constantly verbalized the value of the wage freeze to be 3% pa. I thought adequate compensation for the wage freeze could be absolute job security, which is what we put to VARA at the time. VARA never agreed to this claim.
83. At [90], Ms Glynn describes a 'without prejudice' offer we made to settle with a rollover agreement plus a wage freeze. We said the agreement should conclude at the end of 2024. At that time, I recall a shift in Australia's economic outlook. A CPI swing was imminent, and I thought the chance of VARA convincing employees to agree to a wage freeze was reducing. That is why we put forward, as a single point-in-time offer to resolve bargaining quickly, that package position. VARA chose not to accept it, the moment passed, and bargaining resumed.
84. At [92](b), Ms Glynn says our offer was considered by VARA and rejected in part because VARA had not yet returned to profitability post-administration. I assume she means the Virgin Group as a whole. VARA did not need to return to profitability as it had made profits through COVID.
85. At [97] – [99], Ms Glynn refers to a without prejudice offer we made to agree to a wage freeze followed by three 3% increases. This offer would take the

agreement to mid-2025. At [100], Ms Glynn rightly says that our offer was expressed to only be open for 7 days. If it was not agreed, the ALAEA would revert to our original claims. It was not agreed, and we reverted to our original claims.

86. I made this offer with a 7-day limit because I knew the CPI swing was on. Each day that passed reduced the likelihood of this being acceptable to the employees.
87. At [114], Ms Glynn sets out a table of differences between the parties on 1 June 2022. It shows that we had agreed to a wage freeze. I disagree, for the reasons set out above: while we had put package offers *including* a wage freeze these were conditional on the whole package being accepted. By 1 June 2022, VARA had rejected our without prejudice offer on an overall package that included a wage freeze. We continued to remain open to accepting a wage freeze, conditional on the whole package.
88. At [127], Ms Glynn provides a table from a slide deck presented to JCC members on 26 August 2022. It shows a total increase of 5.0% on 1 July 2022. I recall discussing this with members of our negotiation team (who are JCC members). They highlighted that a 2.5% wage increase and some bonuses that may or may not be paid was not a 5.0% increase. They rightly said that only the 2.5% increase would carry forward in future years. Bonuses were one off.
89. At [129], Ms Glynn refers to a telephone call I had with Mr Reynolds, and suggests that I changed the ALAEA's position. At [130], Ms Glynn says this was the first occasion the ALAEA had signalled substantive disagreement with the wage freeze. I disagree. We have always sought compensation for the wage freeze through either absolute job security or other adequate compensation that we valued and expressed as 3% pa. If this was not forthcoming an alternative position we advanced was no wage freeze.
90. At [138], Ms Glynn expresses surprise that I referred to VARA's offer of 26 August 2022 [126] as substandard. She thought the offer met the ALAEA's claim on wages. The 26 August 2022 VARA offer was a wage freeze followed

by 2%, then 3% and 3%, and did not adequately compensate for the wage freeze with other conditions. It accordingly did not meet our claim on wages.

91. At [147]–[148] and [151], Ms Glynn refers to feedback received by managers from Engineers between 2 November 2022 and 21 November 2022. I received feedback from our negotiation team about these meetings. I was told the managers were trying to sell another variation of their uncompensated wage freeze to the workforce and the presentation was not well received. I was told that appetite for further protected industrial action increased after these meetings.
92. At [171], Ms Glynn says that she understood the wage freeze period claim to be a key one for the ALAEA. This is correct and always has been. What we are willing to negotiate about is *how* this period is compensated for, which has been clear throughout bargaining.
93. At [177], Ms Glynn refers to the impacts of protected industrial action. PIA has not interrupted VARA’s services to customers. Our members are taking PIA but covering all lost shifts with overtime. VARA’s manning levels are normal except VARA must pay overtime rates for many shifts. The disruption matter was ventilated in the earlier cooling off application. Mr Miller’s evidence in the 425 application was that records maintained by VARA show that no cancellations or delays have been attributed to industrial action. I deal with the question of the B737-700 fleet above.
94. At [178]-[242], Ms Glynn refers to events over the period of conciliation before the Fair Work Commission. I was on leave over this period and did not attend conciliation. I am informed by our attendees that VARA never offered or asked for any form of arbitration during the conciliation period. We have previously indicated a willingness to consider this.

The s.240 dispute

95. The ALAEA participated in a number of conciliation conferences as part of the s.240 dispute filed by VARA. These conferences were conducted off the record and we understood them to be confidential. This was a useful process which

allowed the parties to talk freely and explore options with the Commission's assistance.

96. I am concerned that Ms Glynn has proceeded to put forward detailed evidence about the events of those conferences, including annexing a number of emails expressly stated to be confidential. If it is the case that we have to assume that everything said in a confidential and off the record conciliation will later be used against us in subsequent proceedings, this is likely to lead to both parties speaking less frankly and in my view will make the process less useful.
97. I accordingly do not propose to comment further on the s.240 proceedings.

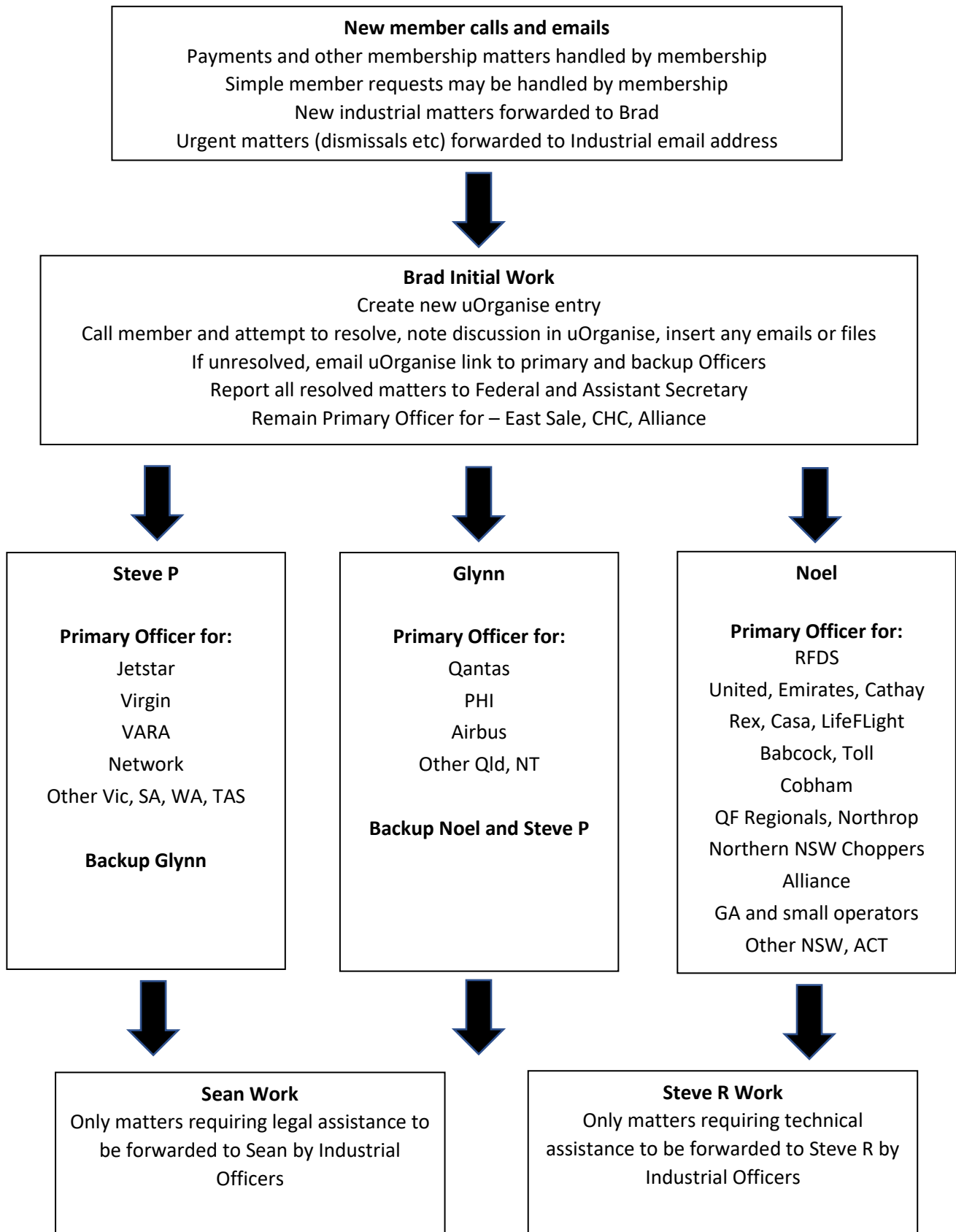
Dispute not Intractable

98. I have over two decades experience as a union official, including 16 years as the Federal Secretary. I have been involved in a significant number of enterprise bargaining processes across the aviation industry, including difficult and lengthy negotiations.
99. Based on my experience, I do not believe the current bargaining dispute to be intractable. We are very close and both parties continue to move. There are reasonable steps VARA could take to settle it. The parties are on talking terms, and as set out above have in fact continued to productively talk. Despite PIA, there has always been an open line of communication.
100. VARA could take the most recent discussions, put the agreed items into a draft agreement, leave out our redundancy claim, and put it to a workforce ballot. The ALAEA would neither oppose nor support the ballot, which as set out above is our customary position when an agreement, although not totally agreed, is within the range of acceptability.

Stephen Purvinas

14 July 2023

ALAEA Incoming Workflow Chart



ALAEA Meeting Notes

| | |
|---------------------------|---|
| Meeting Purpose | VT 2023 EA meeting 1 |
| Date/Location/Time | 28 Feb 2023/Bne hangar and online/midday EDST |
| ALAEA Attendees | SP, PG, CT, DF, ES, GH, MM |
| Others | Job, Jo, Derek, Nigel, Paul, Alice |

| | |
|--------------------------|--|
| JV | Introductions. Suggest meetings each fortnight. Hoping for in person meetings combined with online if unable to attend. |
| SP | Sought approval for ALAEA committee structure. FS or AFS at each meeting. Tambo and Dean release for all meetings. 3 additional reps nominated and released from duty to attend. All other reps to be invited and attend online in their own time. |
| JV/JG | Agree to ALAEA committee structure. |
| JG | Short presentation. Will call on finance to give overview at future meeting. Explained VT internal mechanisms including their internal EA approval committee. VT will be seeking productivity improvements. |
| SP | Sought that future meeting be held with the EA approval committee. Sought information about productivity now compared to a point in time 6 months prior to Covid. |
| JG | Opposed future meetings with EA approval committee. Wanted more detail about productivity request. |
| SP | Provided further detail about measuring productivity. Advised that the productivity and EA approval committee requests would be put in writing. |
| JV | Not expecting any claims to be submitted yet. |
| SP | Advised that the ALAEA were ready to present our 6 claims. |
| SP | Claim 1. Wages linked to year-on-year CPI each proceeding December. Year 1 2022 CPI. Year 2 higher 2023 CPI or 5%. Year 2 higher of 2024 CPI or 5%. |
| SP | Claim 2. Redundancy terms to be equal of highest terms within VA group. This most likely being pit crew. |
| SP | Claim 3. Return of all conditions lost during Covid. This includes reduced minimum numbers and pre commitment to type training. |
| SP | Claim 4. Allowances to all increase by 15% and then CPI each year. |
| SP | Claim 5. Employees who have worked 4 years PNS with VT to be paid long term PNS allowance of \$15,000. |
| SP | Claim 6. New 2IC payment at half a Senior Engineer payment. This is one 2IC per senior and each outport employee. |
| JG | Requested claims in writing. |
| All | Next meeting 13 March 2023 |
| Minutes taken by: | Steve Purvinas |

Mr Job Vandenheuvel
Head of Aircraft Maintenance
Virgin Australia

cc. Jo Glynn

By Email

EA Meeting Follow Up

Dear Job,

We write to follow up on matters discussed at the first EA meeting for a Virgin Tech (VT) replacement enterprise agreement.

Negotiating Team

We were told that Virgin has an EA approval committee that sets wage outcomes. We asked for that committee to attend these bargaining sessions. The request was declined. Now we cannot present our case to a person with authority. Virgin may claim that the things we say during bargaining will be passed to the EA approval committee for their consideration. Undertaking this process through an intermediary is neither timely nor in good faith. We renew our request for this committee to attend the bargaining meetings.

Productivity Improvements

You indicated that Virgin would be seeking productivity improvements. We too would like productivity examined. We requested data that represents a period of time before COVID and a period of time now. This will assist both sides to evaluate both your intended claim, our current claim, and productivity generally. We propose that the best documents to achieve that end be agreed at our next meeting.

ALAEA Claims

Our claims in are tabled below.

| | | |
|---|--------------|--|
| 1 | Wages | Year 1 2022 CPI. Year 2 higher 2023 CPI or 5%. Year 2 higher of 2024 CPI or 5%. |
|---|--------------|--|

| | | |
|----------|-------------------|---|
| | Detail | <p>1 May 2023 – 30 April 2024. Wages (that are not allowances) to increase by the Australian CPI over the twelve months to the December 2022 quarter.</p> <p>1 May 2024 – 30 April 2025. Wages (that are not allowances) to increase by the Australian CPI over the twelve months to the December 2023 quarter. Should CPI be less than 5%, the wage increase shall be 5%.</p> <p>1 May 2025 – 30 April 2026. Wages (that are not allowances) to increase by the Australian CPI over the twelve months to the December 2024 quarter. Should CPI be less than 5%, the wage increase shall be 5%.</p> <p>If a replacement agreement is not approved by 1 May 2023, a lump sum equivalent to the amount that would have been paid as if it had been. This is the lump sum backpay.</p> |
| 2 | Redundancy | Redundancy terms to be equal of highest terms within VA group. |
| | Detail | <p>Severance payments at clause 65 are equivalent to the minimum terms of the Fair Work Act (FWA). We understand that some parts of the Virgin Australia group are provided better terms than the FWA. We request VT supply a copy of the best severance terms that cover any group of Virgin Australia employees. Our claim seeks to match those terms.</p> |
| 3 | Pre Covid | Return of all conditions lost during Covid. |
| | Detail | <p>We seek a return to the previous (2017 EA) Schedule 2, Table 1 minimum manning requirement numbers on day shift.</p> <p>We seek a return to the previous (2017 EA) Schedule 2, Table 2 LAME B Grade roles in each Line Section.</p> <p>We seek re-commitment and new applicable dates to apply to the 2017 EA clause 21 training provisions. For clarity, this is the one (1) aircraft Type Training course for eligible employees.</p> |
| 4 | Allowances | Increase by 15% and then CPI each year. |
| | Detail | <p>1 May 2023 – 30 April 2024. All allowances to increase by 15%.</p> <p>1 May 2024 – 30 April 2025. All allowances to increase by the Australian CPI over the twelve months to the December 2023 quarter. Should CPI be less than 5%, the allowance increase shall be 5%.</p> |

| | | |
|----------|------------|--|
| | | <p>1 May 2025 – 30 April 2026. All allowances to increase by the Australian CPI over the twelve months to the December 2024 quarter. Should CPI be less than 5%, the allowances increase shall be 5%.</p> <p>If a replacement agreement is not approved by 1 May 2023, a lump sum equivalent to the amount that would have been paid as if it had been. This is the lump sum allowance backpay.</p> |
| 5 | PNS | \$15,000 pa for those who have worked PNS for 4 years or more. |
| | Detail | <p>New provision to be added to clause 42 and schedule 3 recognising long term night shift workers. It shall include a payment starting at \$15,000 pa for any VT employee who has worked PNS in a broken or unbroken period totalling 4 years or more. The payment to start from 1 May 2023. The payment would replace the PNS payment at 42.1 for those employees eligible for the higher payment.</p> <p>If a replacement agreement is not approved by 1 May 2023, a lump sum equivalent to the amount that would have been paid as if it had been. This is the lump sum 4-year PNS payment backpay.</p> |
| 6 | 2IC | New 2IC payment at half a Senior Engineer payment. |
| | Detail | <p>New provision to create a 2IC position in all ports. A payment to apply at all times to eligible employees equivalent to half the Senior Engineer allowance. When a 2IC undertakes the Senior Engineer role for 1 day or more, they will be paid the Senior Engineer allowance instead of the 2IC allowance. Another employee will then step into the 2IC role. This payment is to recognise the work undertaken by employees who fill in for Senior Engineers when the Senior is temporarily unavailable, or do similar work at outports.</p> <p>At main ports there shall be one 2IC attached to each Senior Engineer.</p> <p>At outports, all Engineers shall be 2ICs.</p> |

Kind Regards


 Steve Purvinas

22 June 2023

A note from:

Job VandenHeuvel

Head of Aircraft Maintenance

Hello everyone,

I wanted to provide an update on the recent EA negotiations for Virgin Tech.

AMEs

Today we met with the AMWU, where we presented our revised offer for AMEs, which I foreshadowed in my last update. The offer represents a minimum 15.1% increase to all AME grades over a 3-year agreement. The AMWU are currently considering our proposal.

LAMEs

In our last meeting with the ALAEA, we had agreed to another meeting on 28 June where we were scheduled to present our proposal for LAMEs. Disappointingly, yesterday we received two notices of Protected Industrial Action (PIA) from the ALAEA. These notices advised that, from 27 June until further notice, participants will take work stoppages for the last two shifts of each shift cycle, along with overtime bans for shifts of less than 11.4 hours.


The timing and the rapid escalation of this PIA is an unnecessary response to the constructive and timely manner in which negotiations have been progressing. It damages bargaining relationships, diverts resources and focus from getting the deal done, and has the potential to impact Virgin Tech's reputation as a reliable maintenance provider. It also comes after eligible VT engineers are being paid a 4% Profit Share bonus this month.

We believe the revised proposal we will share with ALAEA representatives at next week's meeting would meet the expectations of our LAME team members.

If you have any questions at all, please feel free to call me for a chat.

Regards,

Job



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8 July 2023



Hello everyone

I wanted to update you on the Enterprise Agreement negotiations for the Virgin Tech Engineers.

Over the past weeks, we have had multiple meetings with both the ALAEA and AMWU to discuss the matters that are important to you.

Although it has been customary at Virgin Tech to confine the 'negotiating table' dialogue to the two parties (Virgin Australia management team and the relevant union), I wanted to share with you, directly, what is included in the offer.

Sharing this directly with our team members is not a reflection on the negotiating teams nor does it replace the negotiation process - both sides have worked tirelessly over the past few weeks to negotiate a fair and equitable outcome for both parties and will continue to do so.

What is included:

1. **A minimum of 15.6% increase to base salary** for all team members over the life of the agreement made up of the following:

| | Year 1 1 May 23 | Year 2 1 May 24 | Year 3 1 May 25 | Total (Compounded) |
|-----------------------|---------------------------|---------------------------|---------------------------|------------------------------|
| Base salary increases | 3% (+6%*) | 3% | 3% | 15.6% |

2. **Backpay** of base salary from commencement of the Agreement to 1 May 2023.

3. **Introduction of a new tier for Permanent Night Shift Allowance** (\$2500 more than current PNS) for all team members that have completed 4 years of PNS or more.
4. **Increases to minimum manning levels**
5. **Introduction of a Deputy Senior Allowance** (half of Senior Engineer Allowance) for VT team members fulfilling the role.
6. **Introduction of a new Small Ports Allowance** (ports of five or less VT engineers) which includes the current on call allowance and reflects the additional duties performed when based at a small port.
7. **B737NG or B737MAX Type Training guaranteed** for eligible Team Members over the life of the agreement
8. **AME 4A salary increase** to \$125,000 in the first year (29% increase), reflective of exercising their license for CAT A listed tasks when not acting in a higher duty.
9. **Restriction Removal Training support** for all B1s with E1, E4, E5 restrictions
10. **CAT A Training support** for eligible AMEs

**Additional 6% applies to all team members and is reflected in the new grading structure.*

There is one important item which we are still working through, relating to redundancy. We have explored multiple options in the negotiations, including the company committing that there will be no compulsory redundancies at Virgin Tech during the life of this agreement. We're continuing discussions and keen to reach a resolution on this point as soon as possible so we can then put the full offer to each of you to vote on.

Moving forward

I ask you to reconsider taking PIA, and seriously review the above and the benefits it provides. If you want to discuss any of the details, please reach out to me directly at any time.

I know we are all eager to resolve this negotiation as soon as possible and to reduce any further unnecessary impacts on our ability to be a reliable service provider.

Regards
Job

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From: Brenton Gale [REDACTED]
Date: 6 July 2023 at 16:26:30 AWST
Subject: Network Turbine Solutions – Opportunities for experienced engineers

Message from Brenton Gale General Manager Engineering



Hi All

As you are aware, Project Phoenix will deliver 4 x A319 aircraft into Network Aviation over the next 12 months.

As part of this, there is substantial opportunity for our engineering team to progress their careers within NTS and we are providing promotional opportunities for a number of apprentices, AMEs and LAMEs.

To supplement our resources and further support Project Phoenix we have also opened external recruitment for experienced B1 LAMEs and AMEs.

The attraction of qualified and experienced engineers will assist both our business and existing team by supporting growth. We will also continue to invest in our internal talent through completion of apprenticeships and the provision of type course training on both the F100 and A320.

Ensuring we have the right number of experienced engineers aligned to the needs of our business will help facilitate the operational resilience requirements we have as a growing business.

However, given the current competitive labour market and our requirements to meet anticipated demand, we have introduced two incentive programs to expedite the recruitment of experienced engineers:

2023 sign-on incentive for new hires

2023 referral program for current employees who refer a new hire,
(together, the 2023 Incentive & Referral Program)

Further information regarding the 2023 Incentive & Referral Program

From 1 July 2023, the Company is offering a \$10,000 sign-on incentive to prospective AMEs and LAMEs employed by NTS. In order to be eligible, the prospective employee must:

have a Cert IV/Diploma in Aeroskills and at least two years' experience as an AME at the time that they commence at NTS (for an AME position) or be type-rated on an aircraft operated by Network Aviation and maintained by NTS (for a LAME position); and

not be a current employee of the Qantas Group.


The payment will be split in two, with half paid at the commencement into the role and the other half paid at the successful completion of the probation period (six months).

For our current employees, the Company is offering a \$2,500 (gross) referral bonus if you refer a candidate from an external company, subject to the following conditions:

the AME has a Cert IV/Diploma in Aeroskills and at least two years' experience at the time that they commence at NTS or the LAME is type-rated on an aircraft operated by Network Aviation and maintained by NTS; and

the referred candidate is not a current Qantas Group employee; and

the candidate is successful in completing their six-month probation period.

More information will follow as to how this referral process will work – but please note that this excludes you from the current  [Group Employee Referral program](#). You will be paid the referral bonus for each referral made, subject to the eligibility criteria above being met.

The 2023 Incentive & Referral Program will remain in place until December 2023 (or earlier if the objectives of the program are satisfied).

I am looking forward to sharing details of further career opportunities as we navigate an exciting period of both growth and opportunity for Network Aviation and our team.

Regards,

Brenton

This messages has been sent to Network Aviation engineering teams

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EA Comparison Engineers - Perth November 2022



Comparison of key financial terms | VARA pay significantly above Network and lower than Alliance on all levels except B1/B2 Two Types. This is a snapshot but does not indicate the full picture.



Network

Alliance

| | | | | | | | |
|--|---|--------------|-------|--|--------------------------|--------------------|--|
| Base salary (including proposed increases) + annual allowances | B1R One Type | \$ 132,407.1 | (5%) | B1R One Type | \$ 119,083 (-\$ 13.3k) | B1R One Type | \$ 157,320.49 (+\$ 24.9k)* |
| | B1R Two Types | \$ 152,331 | (40%) | B1R Two Types | \$ 134,342.9 (-\$ 17.9k) | B1R Two Types | \$ 166,021.23 (+\$ 13.6k)* |
| | B1 or B2 One Type | \$ 142,922 | (17%) | B1 or B2 One Type | \$ 124,275.7 (-\$ 18.6k) | B1 or B2 One Type | \$ 162,073.33 (+\$ 19.1k)* |
| | B1 or B2 Two Types | \$ 163,748.9 | (33%) | B1 or B2 Two Types | \$ 139,507.3 (-\$ 24.2k) | B1 or B2 Two Types | \$ 171,404.07 (+\$ 7.6k)* |
| | B1/B2 One Type | \$ 160,401.6 | (0%) | B1/B2 One Type | \$ 126,353.2 (-\$ 34.k) | B1/B2 One Type | \$ 171,050.48 (+\$ 10.6k)* |
| | B1/B2 Two Types | \$ 185,593.3 | (5%) | B1/B2 Two Types | \$ 141,584.8 (-\$ 44k) | B1/B2 Two Types | \$ 179,751.22 (-\$ 5.8k)* |
| Increases to base pay | 3% (2022), 3% (2023), 3% (2024) | | | 3% (2022), 3% (2023), 3% (2024) (*current offer) | | | CPI |
| Other payments | 5 year recognition payment - \$6322.22 annually (included above) | | | n/a | | | LAME (Perth based B1 .1 or B2)- \$ 15,660.91 AME (Perth based AME, ALMW or Category A) - \$ 4,060.10, experience payments and licence combination bonus (included above) |
| Bonus | 0.5% paid in Jul '22. 2% of base salary paid in Dec '22 and possible 4% paid in approx. Sep '23 | | | \$5,000 one off bonus plus 1000 shares Up to 6% of salary (annual salary plus productivity) (in EA) | | | N/A |
| Shift Penalties | Perm Night Shift - 20% Work between 2.30am and 5.00am – 20% entire shift | | | If rostered for work between the hours of 12:01am and 4:59am, the employee will receive an additional 4% pay in recognition of the late night shift. | | | None |

* The Alliance rates indicated are based on the highest possible rates – including the maximum 10 years experience and the Perth retention bonus.

Realistic comparison | VARA LAME's with two types are paid the highest across levels due to their redundant licences



| | Network | Alliance |
|----------|--|--------------|
| B1 R | <p>Now - Grade 4 (\$152,362) – Grade 6 (\$163,780) (most at Grade 6)</p> <p>737 - Grade 6 (\$163,780) – Grade 9 (\$180,544) (most at Grade 6)</p> | \$166,021 |
| B1 or B2 | <p>Now - B1 or B2 – Grade 5 (\$160,432) – Grade 12 - \$196,329) (Most at Grade 6);</p> <p>737 - Grade 6 (\$163,780) – Grade 12 (\$196,329) (most at Grade 6)</p> | \$171,404.07 |
| B1/B2 | <p>Now and with B737- B1/B2 – Grade 11 (\$191,023) – Grade 15 – (\$211,832)</p> | \$179,551.22 |

Summary – current state

- B1R's**
 - At lowest are **12% above** Network and **9% below** Alliance
 - At highest VARA is **26% above** Network and **8% above** Alliance
- B1 or B2**
 - At lowest are **13% above** Network and **7% below** Alliance
 - At highest **29% above** Network and **13% above** Alliance
- B1 or B2**
 - At lowest are **26% above** Network and **6% above** Alliance
 - At highest are **33% above** Network and **15% above** Alliance

Assumptions

- Two Types
- 5 years' or more service
- Base pay + other annual allowances

Comparison of Other Terms



Network

Alliance

| | | | |
|----------------------|---|--|--|
| Hours of work | 38.5 hours per week averaged over a roster cycle 308 hours over 8 weeks 4 on/ 4 off 11 hour work day | 80 hours per fortnight. Averaged over 12 months. Min 2 days off in a fortnight No more than 7 consecutive days | 38 hours per week 4 on / 4 off roster 12 hour work day (max 16 hours incl OT) |
| Meal & Rest Breaks | 15 mins, 20 mins, 15 mins | 20 mins paid break | 15 mins, then 30 mins, then 15 mins |
| Included in salary | 38.5 hours per week all leave payments Shift work weekends, 5 PHOLs | shift loadings, weekend and public holiday penalties associated with working shift work and public holidays. | The remuneration is in full satisfaction of all benefits arising from the Employees employment including wages, public holidays, leave loading, and shift loadings. |
| Annual Leave Loading | None. Salary is inclusive of leave loading. | None. Salary is inclusive of leave loading. | None. Salary is inclusive of leave loading. |
| Personal Leave | 110 hours | 80 hours (10 days) | FT Shiftworker – 100 hours |
| Public Holidays | 5 days included in salary, others are additional | No additional remuneration will be paid for working, or not working, a public holiday. | No additional remuneration will be paid for working, or not working, a public holiday. |
| Redundant licences | Redundant licences – pay frozen until level catches up. | | Eligible Licence payments only apply to aircraft as listed on the Alliance Airlines AOC. Redundant licences – held at level and all future wage increases offset until overtaken. |

Comparison of Terms



Network



Alliance

| | | | |
|-----------------------------|--|---|---|
| Allowances | Travel – 1 day off for every 5 days working away Higher Duties – Travel – paid at ATO rates Shift Supervisor – \$12,500 First Aid – Work Boots - \$200 Stranded O/N – Flying Engineer – Heat Treatment - | Supervisor - \$25,343.61 per year Disability - \$1.01 per hour First Aid - \$14.05 per week | Supervisor - \$223.09 per week (\$11,600 per year) 2IC - \$79 per week First Aid - \$13.71 per week Confined Space - \$9 per hour (min 3 hours) Stranded Engineer (O/N) - \$110 per event Work Boots - \$150 Own accommodation and meals - \$133.36 |
| Overtime | <i>All hours - time and a half</i> | <i>All hours – double time</i> | <i>All hours - time and a half</i> |
| Public Holidays | 5 days included in salary, others are additional | No additional remuneration will be paid for working, or not working, a public holiday. | No additional remuneration will be paid for working, or not working, a public holiday. |
| Upskill training | Company training without loss of pay | | Max 2 weeks to attend practical training for competencies MEA201, MEA203, MEA223, MEA227, MEA246 and MEA260 to remove exclusions E1, E4 and E5 from their CASA category B1 .1 Licence |
| Training bond | \$12,500 max with 2 years service, discount for years of service | \$15k max, discount 5% per year and 3 years guaranteed service | 2 years guaranteed service and \$20k max |
| Redundancy | Award standard notice of termination Max 20 weeks (3 weeks per year) | Award standard notice of termination Max 16 weeks redundancy | Award standard notice of termination Max 16 weeks redundancy |
| Insurance | Death/disablement - \$ 250k Indemnity clause | | Death/disablement - \$ 45k Bomb scare - \$172,856 |
| Accident Make up pay | 26 weeks | 26 weeks | 52 weeks |



Structure for LAME's includes levels B – 15. Progression is based on qualification and introduction of new aircraft.

On Company approval of a new type, LAME's progress as follows:

- B1 Restricted LAME: two (2) grades per type rating
- B1 or B2 LAME: three (3) grades per type rating
- B1 and B2 LAME: five (5) grades per type rating

If an aircraft is decommissioned, LAME remains on current classification level (with annual salary increases) until a new type is introduced at which time they may progress through the levels (if entitled to based on number of licences already held)

Progression through classification structure

Network

Structure is based on number of active types (One type or Two or More) + experience as a LAME (2 years' or less, more than 2 less than 5 and more than 5 years experience).

If an aircraft is decommissioned, then LAME remains at level.

Alliance

Structure is based on number of types maintained (One or Two) and qualifications.

Where an aircraft ceases to be operated or maintained by the Company, a licensed aircraft maintenance engineer holding a valid Maintenance Authorisation Certificate rating on that aircraft only, will continue to be paid the Employee's base rate for that level. Such base rate will be offset against all future wage increases until overtaken by such wage increases.

Evenly spacing the LAME Levels



| | | | 14 | | 13 | | 10 | |
|----|---------------|--------------|---------------|---------------|---------------|--------------|---------------|--------------|
| | | \$ 85,099.00 | \$ 6,078.50 | \$ 77,457.00 | \$ 5,958.23 | | \$ 57,115.00 | \$5711.5 |
| 1 | \$ 115,368.00 | | \$ 115,368.00 | \$ - | \$ 115,368.00 | \$ - | \$ 115,368.00 | \$ - |
| 2 | \$ 123,010.00 | \$ 7,642.00 | \$ 121,446.50 | -\$ 1,563.50 | \$ 123,010.00 | \$ - | \$ 123,010.00 | \$ - |
| 3 | \$ 133,268.00 | \$ 10,258.00 | \$ 127,525.00 | -\$ 5,743.00 | \$ 128,968.23 | -\$ 4,299.77 | \$ 133,268.00 | \$ - |
| 4 | \$ 142,448.00 | \$ 9,180.00 | \$ 133,603.50 | -\$ 8,844.50 | \$ 134,926.46 | -\$ 7,521.54 | \$ 138,979.50 | -\$ 3,468.50 |
| 5 | \$ 150,321.00 | \$ 7,873.00 | \$ 139,682.00 | -\$ 10,639.00 | \$ 140,884.69 | -\$ 9,436.31 | \$ 144,691.00 | -\$ 5,630.00 |
| 6 | \$ 153,587.00 | \$ 3,266.00 | \$ 145,760.50 | -\$ 7,826.50 | \$ 146,842.92 | -\$ 6,744.08 | \$ 150,402.50 | -\$ 3,184.50 |
| 7 | \$ 154,809.00 | \$ 1,222.00 | \$ 151,839.00 | -\$ 2,970.00 | \$ 152,801.15 | -\$ 2,007.85 | \$ 156,114.00 | \$ 1,305.00 |
| 8 | \$ 163,153.00 | \$ 8,344.00 | \$ 157,917.50 | -\$ 5,235.50 | \$ 158,759.38 | -\$ 4,393.62 | \$ 161,825.50 | -\$ 1,327.50 |
| 9 | \$ 169,943.00 | \$ 6,790.00 | \$ 163,996.00 | -\$ 5,947.00 | \$ 164,717.62 | -\$ 5,225.38 | \$ 167,537.00 | -\$ 2,406.00 |
| 10 | \$ 174,990.00 | \$ 5,047.00 | \$ 170,074.50 | -\$ 4,915.50 | \$ 170,675.85 | -\$ 4,314.15 | \$ 173,248.50 | -\$ 1,741.50 |
| 11 | \$ 180,166.00 | \$ 5,176.00 | \$ 176,153.00 | -\$ 4,013.00 | \$ 176,634.08 | -\$ 3,531.92 | \$ 178,960.00 | -\$ 1,206.00 |
| 12 | \$ 185,342.00 | \$ 5,176.00 | \$ 182,231.50 | -\$ 3,110.50 | \$ 182,592.31 | -\$ 2,749.69 | \$ 184,671.50 | -\$ 670.50 |
| 13 | \$ 190,383.00 | \$ 5,041.00 | \$ 188,310.00 | -\$ 2,073.00 | \$ 188,550.54 | -\$ 1,832.46 | \$ 190,383.00 | \$ - |
| 14 | \$ 195,425.00 | \$ 5,042.00 | \$ 194,388.50 | -\$ 1,036.50 | \$ 194,508.77 | -\$ 916.23 | \$ 195,425.00 | \$ - |
| 15 | \$ 200,467.00 | \$ 5,042.00 | \$ 200,467.00 | \$ - | \$ 200,467.00 | \$ - | \$ 200,467.00 | \$ - |



**Virgin Australia Regional Airlines
Aircraft Engineers (Western
Australia) Enterprise Agreement 2023**

**Virgin Australia Regional Airlines Aircraft Engineers (Western Australia)
Enterprise Agreement 2023**

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement will be known as the Virgin Australia Regional Airlines Aircraft Engineers (Western Australia) Enterprise Agreement 2023.

2 Parties and Application

2.1 The parties to this Agreement are:

- (a) VARA;
- (b) those employees of VARA who are employed and working in Western Australia in the classifications and rates of pay covered in Schedule 3 – Classifications and Rates of Pay of this Agreement (**Team Members**).

2.2 This Agreement is binding upon:

- (a) VARA;
- (b) those employees of VARA who are employed and working in Western Australia in the classifications and rates of pay covered in Schedule 3 – Classifications and Rates of Pay of this Agreement; and
- (c) the ALAEA after it gives the FWC notice in accordance with section 183 of the Act.

3 Duration

3.1 This Agreement commences operation seven (7) days after it is approved by the Fair Work Commission (**Commencement Date**) subject to the following:

- (a) Part 4 – Classifications and Rates of Pay and Schedules 3, 4 and 5 will commence from the first full pay period after the Commencement Date.

3.2 The nominal expiry date of this Agreement is 30 June 2026.

3.3 Negotiations for a new agreement will commence no later than six (6) months prior to the expiry date of this Agreement.

4 Relationship to other industrial instruments

4.1 This Agreement is a comprehensive stand-alone agreement and operates to the exclusion of any other industrial instrument, including modern awards and the *Virgin Australia Regional Airlines Aircraft Engineers Enterprise Agreement 2017*, which might otherwise apply to the Team Members. It does not exclude the operation of state and federal legislation in relation to occupational health and safety, anti-discrimination, equal employment opportunity, long service leave and workers compensation.

4.2 The terms of this Agreement apply in a manner that does not exclude the NES. No provision of the NES is displaced by this Agreement, but the NES provisions may be supplemented by the terms of this Agreement although only to the extent that the effect of these terms is not detrimental to a Team Member in any respect when compared to the NES.

5 No Extra Claims

5.1 The Parties to this Agreement and those covered by the Agreement agree that this Agreement satisfies all claims of both parties to this Agreement in respect of the employment of the Team Members.

- 5.2 It is a term of this Agreement that the Team Members will not support or advance any other or extra claims against VARA and vice versa for so long as this Agreement remains within its nominal term.
- 5.3 It is also a term of this Agreement that the Team Members will not engage in any industrial action in support of or for the purpose of advancing any other or extra claims against VARA for so long as this Agreement remains within its nominal term.
- 5.4 Nothing in this clause prevents an employee from taking action around health and safety as defined in section 19(2) of the Act.

6 Definitions

Accident has the same meaning as defined in section 30DL of the *Civil Aviation Act 1988* (Cth), as amended or replaced.

Accommodation means accommodation provided for a Team Member by VARA in accordance with VARA's established standards.

Act means the Fair Work Act 2009 (Cth) and the *Fair Work Regulations 2009* (Cth), as amended or replaced.

Agreement means this enterprise agreement (Virgin Australia Regional Airlines Aircraft Engineers Enterprise Agreement 2023).

ALAEA means the Australian Licensed Aircraft Engineers Association.

Approved Accommodation means accommodation which is, as a minimum, quiet and free from factors which reduce adequate rest and must provide a separate room for each Team Member.

Aircraft Maintenance Engineer (AME) means any tradesperson employed by VARA who is not licensed or in a role where the license is not recognised and is employed to assist in the maintenance, repair, overhaul, modification, assembly and/or testing of aircraft, aircraft systems, aircraft components, aircraft engines and for associated equipment.

AME 1 means a Team Member who meets basic requirements of an Aircraft Maintenance Engineer as defined in the AME Skills Matrix in Schedule 6 of this Agreement.

AME 2 means a Team Member who meets basic requirements of an AME 1, together with additional competencies as defined in the AME Skills Matrix in Schedule 6 of this Agreement.

Aircraft Type means a specific make and model of aircraft, including that aircraft series, as grouped and identified in this Agreement under Aircraft Type Payments.

AMO means an Approved Maintenance Organisation

Annualised Salary means the Team Member's yearly salary as defined by clause 32 – Rates of Pay and Schedule 3 of this Agreement.

Apprentice has the same meaning as defined in the relevant State authority in relation to apprentices.

ASIC means and Aviation Security Identification Card, or equivalent successor requirement.

CASA is the Civil Aviation Safety Authority and includes any successor organisation.

CASR means the *Civil Aviation Safety Regulations 1998* (Cth), as amended or replaced.

Casual means a Team Member engaged on a casual basis.

Company Approval means any LAME or qualified AME who has been appropriately trained and is issued with a company approval for certification of maintenance.

Day means the 24 hour period between midnight on one day and midnight on the following day.

Duty means any type of work performed as a Team Member and the period of time spent performing this work, including approved meetings and approved training.

FWC means the Fair Work Commission or its successor.

Leader means a Team Member's immediate manager or supervisor.

Home Base means any base at which a Team Member is domiciled for a period in excess of 180 days.

Immediate Family means:

- (a) a spouse, child, parent, grandparent, grandchild or sibling of the Team Member; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse of the Team Member.

Incident has the same meaning as defined in the section 30DL of the *Civil Aviation Act 1988* (Cth), as amended or replaced.

Licensed aircraft maintenance engineer (LAME) means a Team Member who holds a current CASA licence in any of the following categories: A, B or C under CASR Part 66 and is employed as a LAME.

Licensed aircraft maintenance engineer Grade B (LAME Grade B) means a Team Member who holds either a CASA B1 or B2 Part 66 licence but not rated on an aircraft type operated by VARA or maintained under the VARA AMO Approval Certificate.

Licensed aircraft maintenance engineer Grade A (LAME Grade A) means a Team Member who, on the authority of the VARA AMO, holds a company authorisation to exercise the privileges and responsibilities of their CASA Part 66 "A" Category licence and can only certify for his/her work.

NES means the National Employment Standards under the Act, as amended or replaced.

Ordinary hours of work mean a Team Member's ordinary rostered hours.

Overnight means being away from Home Base where duty extends past midnight.

POC means practical on-course training.

OJT means on the job training.

Night Shift means a rostered shift of between 8 and 12 hours that commences, ends or contains hours between the hours of midnight and 5am.

Permanent Night Shift means a permanent roster cycle working consecutive night shifts only.

Rest Period is time free from all duty.

Roster means a document containing a Team Member's work pattern, shift cycle, reporting for duty and end of duty times, holidays and other absences from duty and information as required by VARA.

Roster Pattern means a regular pattern that outlines the days/ nights that are worked and the days off in a roster cycle.

Roster Cycle means the frequency in which a roster pattern will repeat.

Redundancy means VARA no longer requires a Team Member's role to be performed by any Team Member because of changes in operational requirements of VARA.

Section means either Line Maintenance or Hangar Maintenance within a Port.

Severance Payment means a payment by VARA in consequence of a Team Member's employment being terminated due to redundancy and where no offer of adequate alternative employment is made.

SMS Means Company/Group Safety Management System

Supervisor means a Team Member who is appointed by VARA to direct and supervise other Team Members during the course of their employment.

Team Member means any person employed by VARA in Western Australia in any of the classifications covered by this Agreement.

Time in this Agreement refers to local time, unless otherwise specified.

VARA means Virgin Australia Regional Airlines Pty Ltd (ACN 008 997 662).

Virgin Australia Group means the Virgin Australia Group of Companies consisting of Virgin Australia Holdings Pty Ltd, Virgin Australia International Holdings Pty Ltd, Virgin Australia Airlines Pty Ltd and its Related Bodies Corporate as defined in the *Corporations Act 2001* (Cth) (as amended).

PART 2 - FLEXIBILITY AND CONSULTATION

7 Flexibility

7.1 VARA and a Team Member 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;
- (v) leave loading; and

(b) The arrangement meets the genuine needs of VARA and the Team Member in relation to one or more of the matters mentioned in clause 7.1(a); and

(c) The arrangement is genuinely agreed to by VARA and the Team Member.

7.2 VARA must ensure that the terms of the individual flexibility arrangement:

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

7.3 VARA must ensure that the Individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by VARA and the Team Member and if the Team Member is under 18 years of age, signed by a parent or guardian of the Team Member; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Team Member 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.

7.4 VARA must give the Team Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 VARA or the Team Member 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 VARA and the Team Member agree in writing - at any time.

8 Joint Consultative Committee

8.1 A joint consultative committee (JCC) will operate during the life of this Agreement in order to provide for consultation on ongoing issues pertaining to the terms and conditions of Team Members covered by this Agreement.

8.2 The JCC will cooperate positively to increase VARA's productivity and competitiveness and to enhance the job security and career prospects of Team Members.

8.3 The JCC can examine areas of concern in relation to this Agreement and make recommendations to the parties of the Agreement. The JCC will also be the forum to discuss any significant work change matters VARA seeks to implement and which will impact on Team Members.

8.4 The JCC will meet as needed, but at a minimum, at least quarterly.

8.5 The JCC will have equal representation from VARA and Team Members, and may include participation from an ALAEA representative as required.

8.6 The JCC will have a standing agenda item to discuss:

- (a) resourcing requirements, including the engagement of contractors; and

- (b) licence coverage.

9 Consultation

9.1 This term applies if VARA:

- (a) is considering making a 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 Team Members; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

9.2 For a major change referred to in clause 9.1:

- (a) VARA must notify the relevant Team Members of the decision to introduce the major change; and
- (b) Clauses 9.3 to 9.8 apply.

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

9.4 If:

- (a) a relevant Team Member appoints, or relevant Team Members appoint, a representative for the purposes of consultation; and
- (b) the Team Member(s) advise VARA of the identity of the representative,

VARA must recognize the representative.

- (c) As soon as practicable after notifying Team Members, VARA must discuss with the relevant Team Members:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Team Members; and
 - (iii) measures VARA is taking to avert or mitigate the adverse effect of the change on the Team Members; and
- (d) for the purposes of the discussion—provide, in writing, to the relevant Team Members:
 - (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 Team Members; and
 - (iii) any other matters likely to affect the Team Members.

9.5 In providing this information to a Team Member, VARA is not required to disclose confidential or commercially sensitive information to the relevant Team Members however it will provide sufficient information to inform the Team Member of the relevant matters. Team Members who receive information from VARA under this provision agree to keep such information confidential. Disclosure to legal and tax advisors is permitted as is disclosure to a Team Member's partner or spouse.

9.6 VARA must give prompt and genuine consideration to matters raised about the major change by the relevant Team Members or their representatives and it agrees to

demonstrate, where requested to do so, in writing, how the matters raised were considered and, where appropriate, incorporated into the final decision.

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

- (a) the termination of the employment of Team Members; or
- (b) major change to the composition, operation or size of VARA's workforce or to the skills required of Team Members; 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 Team Members; or
- (f) the need to relocate Team Members to another workplace; or
- (g) the restructuring of jobs.

9.8 In this clause, *relevant Team Member* means the Team Member who may be affected by a change referred to in clause 9.1.

9.9 All parties agree to act in good faith in relation to the consultation process provided for in this clause.

10 Process for Avoiding or Resolving Disputes

10.1 VARA is committed to providing a fair and equitable workplace, and ensuring concerns within the workplace are resolved as quickly and effectively as possible.

10.2 The procedure outlined in this clause should be followed to prevent and settle disputes and grievances concerning the NES and the application of this Agreement.

10.3 If a Team Member has a concern, the Team Member should try to resolve it in the following manner:

- (a) try and resolve it with the Team Member's immediate manager in the first instance. The Team Member's immediate manager will consider the matter and respond as soon as reasonably practicable in the circumstances.
- (b) if the Team Member cannot resolve the matter with his or her immediate manager, the Team Member may refer it to the VARA Head of Maintenance for review.

10.4 If the matter is unable to be resolved at the workplace and all steps in this process have been taken, a Team Member who is 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 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 Fair Work Commission may then arbitrate the dispute.

- 10.6 During the process outlined above, a Team Member has the right to:
- (a) be treated fairly;
 - (b) be represented by a person or organisation of the Team Member's choice.
- 10.7 During this process, each party has the right to seek advice and support from a member of the People Team.
- 10.8 If a Team Member has raised a concern via this process, whilst it is being resolved, the Team Member must continue to work in accordance with the Team Member's contract of employment unless there is reasonable concern about an imminent risk to the Team Member's health or safety.
- 10.9 The status quo will remain until the matter is resolved.
- 10.10 The Parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 10.11 The Team Member must also comply with any reasonable direction given by VARA.
- 10.12 Where the dispute is related to a change which has been proposed via the Consultation clause, the Parties agree that the process can deal with both the process of consultation and the substance of the change.
- 10.13 The Parties to the dispute agree to be bound by the decision made by the FWC, subject to accessing the right to appeal.

PART 3 - GENERAL CONDITIONS OF EMPLOYMENT

11 Types of Employment

11.1 General

- (a) Team Members under this Agreement will be employed in one of the following categories:
 - (i) Full time
 - (ii) Part time
 - (iii) Casual
 - (iv) Fixed term / task
- (b) At the time of engagement VARA will inform each Team Member of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual. The engagement will include, with the exception of casuals, a probationary period of three (3) months.

11.2 Full-time

A full time Team Member is engaged for an average of 38 hours per week plus an average of 0.5 hours per week of reasonable additional hours (shift workers), or 38 hours per week (day workers) over a roster period.

11.3 Part-time

- (a) A part-time Team Member is a Team Member who works less than full-time hours and:
 - (i) has a regular pattern of work; and

- (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Team Members who do the same kind of work.
 - (b) At the time of engagement, VARA and the part-time Team Member will agree in writing, on a regular pattern of work, which days of the week the Team Member will work.
 - (c) Any agreed variation to the regular pattern of work will be recorded in writing.
 - (d) VARA may roster a part-time employee for a minimum of four (4) consecutive hours.
- 11.4 VARA may require a Team Member to work reasonable overtime at overtime rates and such Team Member will work overtime in accordance with such requirements.

11.5 Casual

- (a) A casual Team Member must be paid per hour at the rate of 1/38.5 of the weekly rate prescribed for the classification of work performed plus 25% loading. This loading is instead of entitlements to leave, redundancy entitlements and other matters from which casuals are excluded by the terms of this Agreement and the Act.
- (b) Casual Team Members are entitled to a minimum payment of four (4) hours work at the appropriate rate for the classification in which they are engaged and work.
- (c) Casual Team Members acknowledge and agree that:
 - (i) they are not permanent Team Members of VARA; and
 - (ii) casual engagement means there are no guaranteed hours of work; and
 - (iii) VARA makes no firm advance commitment to work, whether or not according to an agreed pattern of work.

11.6 Fixed Term/ Task

- (a) Team Members may be employed on a fixed term/ task basis for a total period up to 12 months (or longer where a specific project will have a duration of longer than 12 months and the Team Member is notified of this duration at the commencement of the contract).
- (b) The use of fixed term/ task employment will be limited to backfilling for periods of leave or other absences by Team Members, or to provide Team Members with opportunities in preference to outsourcing the work to contractors. The intention of fixed term/task employment is not to “roll over” fixed term/task contracts as a means to avoid permanent employment where such permanent employment would be reasonable.
- (c) A Team Member engaged under this arrangement will be engaged on terms and conditions no less favourable than an equivalent full time or part-time Team Member under this Agreement.
- (d) Existing or new Team Members will only be employed on a fixed term/ task basis where there is agreement of the Team Member in writing.

12 Safety at Work

- 12.1 VARA takes its safety obligations seriously. Consistent with this, Team Members agree to present for work fit for duty.
- 12.2 Where a Team Member is not fit for duty, the Team Member will notify their immediate

manager as soon as possible before or during their shift.

- 12.3 Team Members have an obligation to comply with relevant workplace health and safety legislation and take positive steps to ensure the health, safety and wellbeing of all Team Members, guests and general public in and around the workplace.

13 Policies and Regulations

- 13.1 VARA has in place policies and procedures which assist it in managing its operations. Team Members are required to familiarise themselves and comply with these policies and procedures including, but not limited to, VARA's drug and alcohol policy.
- 13.2 VARA is subject to CASA requirements. Team Members are required to comply with all CASA requirements, as relevant to a Team Member's role.

14 Duties

- 14.1 Team Members are expected to be proficient in the performance of their duties at VARA. Team Members' duties in this context include compliance by the Team Member with all reasonable and lawful directions by VARA.
- 14.2 Team Members are required to perform the duties and meet the standards of performance and conduct that are communicated to the Team Member from time to time. Without limiting these obligations, Team Members are required to:
- (a) perform such duties that are reasonably required of a Team Member from time to time;
 - (b) exercise reasonable skill and care in performing the Team Member's duties;
 - (c) commit his or her efforts to furthering the interests of VARA;
 - (d) comply with all reasonable directions and instructions given or issued to the Team Member by VARA;
 - (e) act honestly and in accordance with VARA's values and standards of behaviour and conduct;
 - (f) conduct themselves in a professional and responsible manner whilst engaged in any activity connected with work;
 - (g) take all reasonable steps to protect VARA and the Virgin Australia Group's property and not damage, steal or otherwise deal with our property in a manner which is inconsistent with this obligation; and
 - (h) comply with all legislation and regulations that are relevant to the Team Member's role.

- 14.3 VARA must also act in a way consistent with the above.

14.4 Aircraft Ground Handling

- (a) Schedule 1 outlines those aircraft ground handling functions that may be performed by appropriately qualified ground handling agents in support of VARA line operations. However, Team Members may continue to perform these aircraft ground handling duties, in support of their own maintenance tasks, where required by VARA.

- (b) The removal of the aircraft ground handling functions outlined in Schedule 1 will not result in any involuntary redundancies of existing Team Members.

15 Anti-Discrimination

- 15.1 VARA is committed to the achievement of a workforce that respects and values the diversity of employees and helps to prevent and eliminate discrimination and harassment in accordance with the applicable state and federal legislation.
- 15.2 In fulfilling its obligations, VARA makes every endeavour to ensure neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

16 Uniforms

- 16.1 VARA will provide Team Members with a uniform which must be worn to an appropriate standard whilst undertaking the Team Member's duties.
- 16.2 All Team Members must, at their own expense, replace any uniform items if replacement becomes necessary as a result of conditions other than fair wear and tear and/or damage during the course of duty.
- 16.3 Should any item of uniform be lost or stolen, it must be reported as soon as possible.
- 16.4 A Team Member's uniform remains the property of VARA and should be returned in good condition if the Team Member leaves VARA's employment, changes position, or VARA requests that the Team Member return it.

17 ASIC

- 17.1 Team Members must maintain an ASIC. Where a Team Member is unable to hold an ASIC, the Team Member accepts that this may mean that VARA cannot allow the Team Member to continue his or her employment with VARA.

18 Property

- 18.1 The unauthorised removal or possession of VARA's property or the property of other persons is not permitted.
- 18.2 Prior to leaving VARA, Team Members must immediately return all property.

19 Indemnity

- 19.1 VARA will, to the extent permitted by law, indemnify and release Team Members against all claims and demands made against a Team Member arising out of any negligence by the Team Member in performing the Team Member's duties (except where the Team Member's conduct was wilful, reckless, fraudulent, unlawful or not in good faith).
- 19.2 VARA will also, to the extent permitted by law, provide legal counsel and defend a Team Member in any legal action arising in connection with the performance of the Team Member's duties and indemnify the Team Member and hold him or her harmless from any judgment that may be made against the Team Member as far as permitted at law. If a Team Member is required to act as a witness, VARA will give the Team Member a reasonable period free of duty to prepare and appear as a witness, subject to operational requirements.

20 Accident, Incident Investigation and Disciplinary Procedures

- 20.1 In the event of an accident or incident and/or a discipline or grievance related matter,

where requested by VARA, Team Members involved are to make a statement, without prejudice, as soon as practicable. Such statement may be made in the presence of a support person.

- 20.2 VARA is entitled to stand the Team Member down, with pay, while undertaking its investigation in accordance with its operating procedures and obligations.
- 20.3 Where no further action is necessary, VARA will direct the Team Member to resume normal work.
- 20.4 Where further action is required in relation to the investigation or actions arising out of the investigation, the Team Member will be informed by VARA of the further action.
- 20.5 Where a disciplinary process is proposed, the rules of procedural fairness shall apply, including the right to representation.

21 Transfer of Business

- 21.1 Where there is a transfer of business the relevant provisions of the Act shall apply.

22 Stand Down

- 22.1 VARA may stand a Team Member down with or without pay for any day that they cannot be usefully employed because of any strike or stoppage of work through any cause for which VARA cannot reasonably be held responsible, subject to the following conditions:
 - (a) VARA will notify the Team Member of the stand down.
 - (b) A Team Member who is stood down will be treated for all purposes (other than payment of wages) as having continuity of service and employment regardless of the stand down.
 - (c) A Team Member who is stood down may, at any time during the period of stand down, terminate their employment without notice and will be entitled to receive from VARA as soon as practicable any monies due at the time of termination. The day on which the Team Member exercises the right of termination without notice will be the day on which the employment is terminated.
 - (d) Any Team Member stood down for a period of more than five (5) working days who has exercised the right to take other employment will be entitled to work out notice of termination of employment with the other employer of up to one (1) week, provided the Team Member notifies VARA.
 - (e) A Team Member whom VARA proposes to stand down may elect to take, for the period of the stand down only and for such further time as is reasonably required for the Team Member to return to their normal residence, any annual leave to which the Team Member is entitled or which is accruing to the Team Member and upon such election being exercised the Team Member's annual leave will be reduced accordingly.
 - (f) VARA will not deduct payment for any public holiday which occurs during the period of stand down of a Team Member (other than of a Team Member who is engaged in a strike or stoppage at VARA) except to the extent that such Team Member has become entitled to payment for the public holiday in other employment. A Team Member claiming payment for a public holiday will, if required by VARA, provide a statutory declaration setting out details of any other employment during this period and the remuneration received.

23 Insurance

23.1 VARA will provide the Team Member with accident death insurance that provides a death benefit or total incapacity benefit for work-related accident of not less than \$250,000, subject to the exclusions in the relevant policy.

24 Base Transfers

24.1 A Team Member who is required by VARA to relocate permanently from his or her current Home Base will be entitled to the reimbursement of reasonable relocation expenses for the Team Member and their immediate family.

25 Career Advancement for AMEs

25.1 VARA is committed to ensuring genuine career progression opportunities for AMEs, and fairness and transparency as part of the selection and recruitment process for progression from AME to LAME. This clause applies to progression from AME to permanent LAME roles.

25.2 All progression is subject to a vacancy for a permanent LAME role being available as determined by VARA after considering operational requirements and the AME/LAME skills and licences ratios. There is no automatic progression from an AME to a LAME role, and any progression requires Company Approval.

25.3 Unless otherwise agreed by VARA, AMEs must progress through all AME classification levels before becoming eligible for appointment as a LAME.

25.4 VARA will give preference to internal AME candidates for selection to a permanent LAME vacancy subject to clause O.

25.5 Selection to a LAME role is based on merit and will involve a formal selection process, including an interview, as follows:

- (a) VARA will call for expressions of interest from candidates, and in considering those responses will have regard to matters including the candidates' qualifications, skills and experience.
- (b) Where two or more candidates have been short-listed, the Head of Maintenance or delegate will conduct an interview to select the successful candidate.
- (c) Where a Team Member is subject to performance management (including disciplinary action within the last 12 months or being placed on a performance improvement plan) they shall not be eligible for progression to a LAME role. Where the merit selection process relies upon unsatisfactory performance, any unsatisfactory performance relied on must have been documented and previously shared with the Team Member.
- (d) Feedback about recruitment decisions for unsuccessful candidates will be communicated to all candidates upon request, with a preference for face to face notification where possible.

25.6 An appeal process is available to any candidate who has a genuine concern regarding the recruitment process or the outcome. This process may progress the matter via the dispute resolution process.

25.7 CAT A Licence Holders

VARA may use Cat A licence holders subject to the following:

- (a) No Team Member employed as a LAME as at the Commencement Date will be issued an A Category LAME approval; and
- (b) these Team Members will be included in the LAME Training List in Schedule 2.

26 Company provided training

26.1 B737NG training

- (a) VARA is committed to providing B737NG type training for LAMEs. To this end, subject to course availability, by 30 March 2025 all Team Members employed as LAMEs at the Commencement Date will be provided with B737NG type training.
- (b) Once the LAME has completed the B737NG type training and the B737NG type is granted on the Team Member's CASA part 66 license, VARA will provide Company Approval to activate the B737NG authorisation for that Team Member, subject to VARA maintaining and continuing to maintain the aircraft.
- (c) Nothing in this clause is intended to overwrite the operation of other clauses in this Agreement.

26.2 Team Members may be provided with on-the-job training by VARA and/or by external training providers.

26.3 Selection for company provided aircraft type training will be based on a rotational selection process (Training List) as outlined in Schedule 2, and subject to the following conditions:

- (a) VARA will determine the number and type of training courses, including the number of Team Members permitted to attend each course, based on operational requirements; and
- (b) Where a Team Member is subject to performance management (including disciplinary action within the last 12 months), the Team Member shall not be eligible to participate in company provided training for a period up to 12 months following the disciplinary action. In this case, however, the Team Member will retain their position on the Training List.
- (c) In the event that there is no uptake from the Training List for that Section, Team Members can be directed to attend training (although they will retain their position on the Training List).
- (d) Successful completion and attainment of higher qualifications or additional aircraft type licences or Virgin Australia Group required type training under this clause shall not lead to progression to a higher classification unless approved by the Head of Maintenance and in accordance with Schedule 2.

26.4 Training support

- (a) A Team Member will be allowed time off without loss of pay for the purposes of attending examinations for company provided training.
- (b) A Team Member will not be required to attend for duty on any night shift which immediately precedes an examination. However, a Team Member undergoing examinations may be required to accept a shift change to enable this provision to be effective.
- (c) A Team Member who is required to attend a training course (including the gaining of experience) in Australia or overseas will be paid their Annualised Salary for such attendance.
- (d) Team Members required to attend a training course and/or experience training away from their Home Base will be provided with transport by VARA for the following:
 - (i) from the arrival airport to the Team Member's accommodation and return.
 - (ii) to and from the Team Member's place of accommodation and the place of

training.

- (e) Where a Team Member has been absent overseas for the purposes of training for a period of four (4) weeks or more, the Team Member will be entitled to two (2) days' paid resettlement leave.

26.5 Team Members are required to attend training as required by VARA and will not unreasonably refuse such training.

26.6 Existing Team Members will be given the opportunity to attend training on any new or existing aircraft type or equipment in priority to providing the same training to any contractors.

26.7 Training course bond

- (a) Prior to attending a company-provided aircraft type course, the Team Member must sign a written agreement acknowledging that a training bond will be applicable for that course.
- (b) The bond will be for a period of two (2) years on a reducing scale and will be the total cost of the training to VARA. The cost will not exceed \$AUS12,500. The cost and how it was determined will be noted on the letter of acceptance that is provided to the Team Member.
- (c) If a Team Member leaves VARA within two (2) years of completing the training, they will be liable to repay the value of the bond in accordance with the terms of this clause unless a variation to the terms of the bond are agreed to in writing by the parties.
- (d) Reimbursement will be made in accordance with the following scale, 0-12 months from completion of aircraft type course training = 100%, 13-18 months = 50 %, 19-23 months = 25%.
- (e) Reductions will be given for years of service as follows, 5 years = 25%, 7.5 years = 35% and 10 years and over = 50%.
- (f) In the case of termination prior to full liability being recovered, VARA may deduct the relevant amount from the Team Member's termination payment and the Team Member authorises that deduction
- (g) The bond will not have to be repaid if the Team Member is made redundant, terminates their employment due to certified medical reasons, or retires having previously notified VARA 12 months' prior to commencing the training.

26.8 By accepting the training course the Team Member acknowledges that failure to pass the course will mean that the Team Member will not receive Company Approval, and will not qualify for the increased payment for the qualification or aircraft type.

26.9 Team Members having accepted and passed the training course will be expected to obtain the licence within 18 months via POC or OJT. Consideration will be given to those who have not had the exposure to the aircraft for various reasons. Failure to obtain the license within this time will mean that the Team Member will not receive Company Approval, and will not qualify for the increased payment for the qualification or aircraft type.

26.10 When aircraft type training has been provided to a Team Member, VARA will make every reasonable effort to provide the Team Member with the appropriate practical training.

27 Workplace Representatives' Rights

- 27.1 VARA will recognise workplace representatives/ delegates of any union covered by this Agreement who are elected by Team Members and will treat these delegates fairly.
- 27.2 VARA will allow a union delegate to perform their role without any discrimination in their employment.
- 27.3 In allowing a union delegate to perform their role, delegates will be allowed a reasonable amount of paid time, if the Team Member is rostered on to work, to attend to representation issues, provided that the efficient operation of VARA and any customer airline takes precedence when attending to representation issues.
- 27.4 Subject to this Agreement, VARA recognises that endorsed workplace representatives/ union delegates may, if requested to do so by a Team Member, speak on behalf of union members in the workplace.

28 Travel

- 28.1 Where a Team Member is required to overnight away from Home Base for work-related purposes, VARA will provide transport to/ from the relevant away from Home Base airport and the VARA provided accommodation.
- 28.2 A Team Member (including the Team Member's dependents) travelling at VARA's direction by air for work-related purposes will travel in firm Economy class seating on Virgin Australia aircraft or, where this is not available, a full service air carrier (where possible) which is a licensed aviation operator.
- 28.3 Where the Team Member is travelling with an international positioning sector of more than eight (8) hours, the Team Member will be provided with an economy seat with space available upgrade privileges for highest available class of travel on Virgin Australia international flights.
- 28.4 Where an international positioning sector greater than eight (8) hours is not available on Virgin Australia aircraft, Virgin Australia will where possible book a space available upgradable business class ticket with a Virgin Australia interline partner or full service carrier.
- 28.5 Where a Team Member is not able to access a business class seat on an international positioning sector greater than eight (8) hours, the Team Member will be rostered a minimum rest period prior to their next duty of at least 24 hours.

29 Accommodation

- 29.1 Both VARA and Team Members covered by this Agreement acknowledge that travel for work-related purposes may be required.
- 29.2 Where a Team Member is required to overnight away from Home Base for work-related purposes, VARA will, where possible, provide accommodation to the following standards:
- (a) quiet and free from factors which may reduce adequate rest;
 - (b) a separate room for each Team Member; and
 - (c) ability to adequately control room temperature through air conditioning or heating (as required).
- 29.3 Where possible, four star accommodation will be provided where a Team Member is required to overnight away from Home Base. Where this is not available, the next best

available accommodation will be provided.

- 29.4 Where the accommodation standards outlined in clause 29.2 are not met, a hard lying allowance in accordance with Schedule 4 will be payable for each night the accommodation is used.
- 29.5 The minimum standard of accommodation outlined in clause 29.2 can be waived or varied for particular accommodation by agreement with the JCC or the individual Team Member.

30 Service Engineer or Field Work

- 30.1 Where a Team Member is required to work as a service engineer or as an engineer on field work, such that the Team Member will be away from Home Base for more than three (3) consecutive days, the following provisions will apply:
- (a) the Team Member will be paid as if the Team Member's normal Home Base roster had continued.
 - (b) the Team Member will be provided with the relevant ATO travel allowances in accordance with Schedule 4.
 - (c) a period of duty will not exceed 28 days' duration. The 28 day period may be extended for a further 14 days by agreement between VARA and the Team Member only.
 - (d) the Team Member will accrue an entitlement to one (1) day off with pay at Home Base for each five (5) working days away. For the purposes of determining accrued days off, any residual period of less than five (5) days will be added to the next period of field work. This accrued time off will be taken without loss of pay upon the Team Member's return to Home Base.

PART 4 - CLASSIFICATIONS AND RATES OF PAY

31 Classifications

- 31.1 Team Members covered by this Agreement will be classified in the classifications outlined in Schedule 3 of this Agreement.
- 31.2 An AME will progress to the next AME classification level when they satisfy the requirements of that level as outlined in AME Skills Matrix in Schedule 6 as determined by VARA.
- 31.3 Progression from AME to the LAME classification structure is by appointment by VARA and requires Company Approval.
- 31.4 Progression through the LAME classification levels will be as follows:
- (a) VARA will determine the mix and composition of aircraft type licences or exclusion removal that it requires in order to meet operational needs. Progression through the LAME classification structure is based on Company Approval, that is, skills required to be used by VARA rather than skills obtained. Completion and attainment of higher qualifications or additional type licences, either through company provided training or otherwise, shall not lead to automatic progression to a higher LAME classification unless approved by the Head of Maintenance and in accordance with Schedule 2.
 - (b) Once Company Approval has been obtained for an additional type licence, selection will be in accordance with the Training List in Schedule 2 of this Agreement.
 - (c) LAMEs Grades 1 to 15 means a Team Member who holds a current CASA Part 66 licence and who on the approval of VARA holds the relevant Company Approval to

exercise the privileges of that type rating. On Company Approval, LAMEs will progress through the grades as follows:

- B1 Restricted LAME: two (2) grades per type rating
- B1 or B2 LAME: three (3) grades per type rating
- B1 and B2 LAME: five (5) grades per type rating

32 Rates of Pay

32.1 Subject to clause 36 - Apprentices, Team Members will be paid the Annualised Salary outlined in Schedule 3 of the Agreement.

32.2 Annualised Salary increases will be 3% paid from the first pay day after the first full pay period following:

- (a) the Commencement Date, back paid to the first full pay period after 1 July 2022
- (b) 1 July 2023;
- (c) 1 July 2024; and
- (d) 1 July 2025.

32.3 The Team Member's Annualised Salary upon the Commencement Date outlined in Schedule 3 provides for the following increase for the following periods:

- (a) 1 July 2022 to 30 June 2023 - 3%;
- (b) 1 July 2023 to 30 June 2024 - 3%; and
- (c) 1 July 2024 to 30 June 2025 - 3%; and
- (d) 1 July 2025 to 30 June 2026 - 3%.

32.4 A Team Member's Annualised Salary has been calculated to remunerate the Team Member for the following elements (which are incorporated into the base salary):

- (a) Base salary for working an average of 38 hours per week for day workers, and an average of 38 hours per week, plus an average of 0.5 hours of reasonable additional hours per week, for shift workers over a roster cycle;
- (b) For all leave payments;
- (c) Except where provided for in this Agreement, for working shift work, weekends and on five (5) public holidays;
- (d) Except where provided for in this Agreement, for all penalties, loadings and allowances, but excluding the following allowances (these will be paid in addition to base salary where applicable):
 - (i) clause 29.4 - Hard Lying Allowance;
 - (ii) clause 39.10 - 5 Year Service Recognition Payment;
 - (iii) clause 39.2 - B737-700 Transition Allowance;
 - (iv) clause 39.30 - Travel Allowance;
 - (v) clause 39.40 - Higher Duties Allowance;
 - (vi) clause 39.50 - Training Engineer Allowance - Cert IV;
 - (vii) clause 39.6 - Shift Supervisor Allowance;
 - (viii) clause 39.70 - Private Motor Vehicle Allowance;
 - (ix) clause 39.80 - First Aid Allowance;
 - (x) clause 39.939.9 - Clothing Allowance;
 - (xi) clause 39.1039.10 - Stranded Overnight Allowance;
 - (xii) clause 39.110 - Stranded Engineer Allowances;
 - (xiii) clause 39.1239.12 - Flying Engineer Allowance; and
 - (xiv) clause 39.1339.13 - Heat Treatment Allowance.

32.5 The rate for determining the calculation of overtime and annual leave pay will include the Annualised Salary rate as set out in the relevant classification for the Team Member (Schedule 3) plus, where appropriate, redundant licence payments, Training Engineers Allowance- Cert IV, Shift Supervisor Allowance, and Permanent Night Shift Allowance (where this may be applicable in future).

33 Superannuation

33.1 VARA will pay employer superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) (as amended or replaced) up to the maximum superannuation contribution base (indexed) into a complying superannuation fund.

33.2 The rate for determining the calculation of superannuation will include the annualised base salary rate as set out in the relevant classification for the Team Member (Schedule 3) plus, where appropriate, redundant licence payments, Training Engineers Allowance- Cert IV, Shift Supervisor Allowance, and shift penalties or loadings.

34 Payment of Salary

34.1 Salaries and allowances will be paid fortnightly in arrears by electronic funds transfer into an account nominated by the Team Member.

35 Overpayments

35.1 Should VARA provide a Team Member with evidence that an overpayment has been made, any overpayment of an entitlement made to a Team Member under this Agreement within the 12 months immediately preceding discovery of such overpayment is repayable as soon as practicable, subject to reasonable arrangements being agreed between VARA and the Team Member.

35.2 If an agreement is unable to be reached regarding the rate of repayment, VARA reserves the right to deduct such overpayment from any pay or allowances due to the Team Member. Deductions will not be a sum greater than 7.5% of net fortnightly salary in any one pay.

35.3 Any overpayment not repaid upon termination, may be deducted from termination pay.

35.4 All underpayments will be corrected within five (5) business days from acceptance of the claim by VARA.

36 Apprentices

36.1 VARA understands the importance of apprenticeships and apprentices in this industry.

36.2 An apprentice may be employed to undertake an apprenticeship in:
(a) Aircraft Maintenance Engineering (all trades); or
(b) Aircraft sheet metal working.

36.3 To facilitate career advancement, all indentured Certificate IV apprentices will be given the opportunity to progress through the career structure through Certificate IV AME - A Licence - B1/ B2 Licence, or direct from AME to B1/ B2, subject to positions being available.

36.4 VARA will engage the apprentice and manage the apprenticeship in accordance with relevant State legislation governing apprenticeships.

36.5 The minimum weekly rates of wages for apprentices will be the following percentages of the

rate of pay prescribed for an AME 1 in this Agreement:

| Year | % |
|-------------|----|
| First year | 42 |
| Second year | 55 |
| Third year | 75 |
| Fourth year | 88 |

- 36.6 A Team Member who is under 21 years of age on the expiration of the apprenticeship and thereafter works as a junior in the occupation to which the Team Member has been apprenticed will be paid at no less than the adult rate prescribed for that classification in this Agreement.
- 36.7 A Team Member employed as an apprentice who is 21 years of age or older, shall be recognised as a mature age apprentice and be paid the equivalent of a third year apprentice salary for their first year of service, and the equivalent of a fourth year apprentice wage for the remainder of their apprenticeship.
- 36.8 No apprentice under the age of 18 years will be required to work overtime or shift work at times which would prevent the Team Member's attendance at technical school as required by any statute, award or regulation applicable.
- 36.9 Apprentices attending technical colleges and presenting reports of satisfactory conduct will be reimbursed all fees paid by them for the apprenticeship.
- 36.10 An apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the Apprenticeship Authority.

37 Redundant Licence Payments

- 37.1 In the event of the removal of an aircraft type from service with VARA, Team Members with Company Approval on that aircraft type will remain on their current classification level plus Annualised Salary increases in accordance with Schedule 1 until such time as the next aircraft type approval surpasses that amount.
- 37.2 This clause will not apply to Company Approval of additional aircraft type licences obtained in respect of third party work from entities outside of VARA and in these circumstances VARA will consult with the JCC on the terms and conditions which will apply.

38 Travelling Time Payments

- 38.1 The purposes of this clause, travelling time, includes all time spent travelling to and from the Team Member's place of work to the final destination, including all waiting time subsequent to the planned departure time. It will include international and domestic travel.
- 38.2 Travel during rostered working hours will be paid for at the appropriate working time rate.
- 38.3 Travel outside normal rostered hours will be paid for at the appropriate overtime rate.
- 38.4 Travel on rostered days off will be paid for at the appropriate overtime rate.
- 38.5 For the purposes of this Agreement, time spent travelling will not be included in the Team Member's ten (10) hour break between periods of duty.
- 38.6 Where a Team Member receives a ten (10) hour break prior to returning to the Team Member's Home Base, such return travel will be paid for as provided in this Agreement.
- 38.7 Relief Duty - Where a Team Member receives less than two (2) days' notice to take up relief

duty away from the Team Member's Home Base, time spent travelling will be paid for at the appropriate overtime rate. Where a Team Member receives two (2) or more days' notice, payment will be made as provided in clause 38.2.

38.8 Where a Team Member is required to travel to or from training course locations, either within or outside Australia, time spent travelling on rostered days off will be paid for at overtime rates.

39 Allowances

Allowances will be paid in accordance with this clause at the rates prescribed in Schedule 4 - Allowances of this Agreement.

39.1 5 Year Service Recognition Allowance

- (a) A Service Recognition Allowance as per Schedule 4 will be payable to Team Members on completion of five (5) years' continuous service (excluding years of apprenticeship). This will be paid as a fortnightly allowance and not a lump sum. It will attract superannuation but will not be included in the base pay for calculation of overtime and penalties.
- (b) Part-time Team Members will be paid the allowance on a pro-rata basis.
- (c) This allowance is not payable to Team Members employed on or after 13 February 2018.

39.2 B737-700 Transition Allowance

A B737-700 Transition Allowance as per Schedule 5 will be paid from the first full pay period following the Commencement Date to Team Members who were employed immediately before the Commencement Date and remain covered by this Agreement. This allowance is paid fortnightly, and will be paid for all periods of work including paid leave excepting when the Team Member is on unpaid leave for the whole of the pay period.

39.3 Travel Allowance

A Team Member travelling at VARA's direction for work-related purposes will be paid the ATO Travel Allowance in accordance with Schedule 4 - Allowances.

39.4 Higher Duties Allowance

- (a) Where a Team Member is required to act in a higher position for four (4) hours or more per day, the Team Member will be paid at the rate appropriate to that position for the whole of the day.
- (b) A Team Member who acts in a supervisory position for four (4) hours or more per day will receive an increase in pay at least equal to the shift supervisor prescribed in Schedule 4 which will be included in the Team Member's rate of pay and will apply for all purposes under this Agreement while acting in such higher position.

39.5 Training Engineers Allowance - Cert IV

See Schedule 4 - Allowances

39.6 Shift Supervisor Allowance

A Team Member who is required to supervise Team Members and who is designated in the role of a Shift Supervisor by VARA will be paid a Shift Supervisor Allowance as per Schedule

4 - Allowances.

39.7 Private Motor Vehicle Allowance

- (a) No Team Member will be required to use their private vehicle on VARA's business unless the Team Member so agrees.
- (b) When a Team Member agrees to use their private vehicle for VARA's purposes, the Team Member will be paid an allowance in accordance with the applicable ATO published rates per kilometre.

39.8 First Aid Allowance

A Team Member who is required to hold a first aid certificate and is designated the role of a workplace first aid officer by VARA will be paid a first aid allowance per week as per Schedule 4 - Allowances.

39.9 Clothing Allowance

- (a) Where VARA requires a Team Member to wear any special clothing such as, overalls, dust coats, shorts, socks or shirts and any other articles of clothing, VARA must reimburse the Team Member for the cost of purchasing such special clothing (including work boots up to the value of \$200).
- (b) The provisions of this clause do not apply where the special clothing is provided or paid for by VARA.

39.10 Stranded Overnight Allowance

Where a Team Member is flown away from his or her Home Base to rescue an aircraft and is required to layover overnight, the Stranded Overnight Allowance outlined in Schedule 4 - Allowances will apply. Where the Stranded Overnight Allowance is payable, the Stranded Engineer Allowance is not payable.

39.11 Stranded Engineer Allowance

Where a Team Member is flown away from his or her Home Base to rescue an aircraft and is no longer able to leave the workplace within two (2) hours or his or her normal finishing time, the Stranded Engineer Allowance outlined in Schedule 4 - Allowances will apply.

39.12 Flying Engineer Allowance

Where a Team Member is travelling as a working capacity on any VARA or hired aircraft, the Flying Engineer Allowance outlined in Schedule 4 - Allowances will apply.

39.13 Heat Treatment Allowance

Where a Team Member is required to carry out heat treatment of metals as part of their duties, the Team Member will be paid the Heat Treatment Allowance outlined in Schedule 4 - Allowances.

39.14 Worker's Compensation Make-Up Pay

- (a) Workers Compensation will be administered in accordance with the applicable State workers compensation legislation.
- (b) An employee classified under this Agreement and in receipt of payments under the provisions of applicable workers' compensation legislation will be entitled to receive accident pay from VARA subject to the conditions and limitations specified in this

clause.

(c) Payment to be made during incapacity

VARA will pay accident pay during the incapacity of a Team Member within the meaning of the applicable workers' compensation legislation:

- (i) until such incapacity ceases; or
- (ii) until the expiration of a period of 26 weeks from the date of injury;

whichever occurs first.

PART 5 - HOURS OF WORK

40 Hours of Work - Day Work

- 40.1 The ordinary hours of work for day workers will be an average of 38 hours per week Monday to Friday. VARA and a majority of affected Team Members may agree to work additional ordinary hours of work up to a total 40 average hours per week Monday to Friday with one (1) regular rostered day off in each four (4) week cycle.
- 40.2 The ordinary hours of work will be worked continuously, except for meal breaks between 0600 hours and 1800 hours. This spread of hours may be altered by mutual agreement between VARA and the majority of Team Members.
- 40.3 Day workers will receive an unpaid meal break of not less than half an hour and not more than one (1) hour which will be taken after no more than five (5) hours ordinary work, and one rest break of not more than 15 minutes duration.

41 Hours of Work - Shift Work

- 41.1 The ordinary hours of work for shift workers will be an average of 38 hours per week, plus an average of 0.5 hours per week of reasonable additional hours. These Team Members are "shift workers" for the purposes of the NES.
- 41.2 The ordinary hours of work of shift work will not exceed:
 - (a) 11 hours in any one rostered shift; or
 - (b) 308 hours in an eight week roster cycle period.
- 41.3 For Team Members employed prior to 13 February 2018, the default roster is four (4) on four (4) off (two days on/ two nights on). For Team Members employed after 13 February 2018 the default roster is as outlined in their employment contract.
- 41.4 A Team Member's roster will be their default roster and can only be changed with mutual agreement as follows:
 - (a) An individual Team Member consents to the change in roster pattern, in which case the roster change will apply to that Team Member only; or
 - (b) A majority (that is 50% + 1) of the impacted workforce (as determined by a secret ballot of that Section of the workforce conducted jointly by VARA and the JCC, or an external third party voting provider) consents to the change in roster pattern in which case the roster change will apply to all of that Section of the workforce.
- 41.5 In order to comply with CASA requirements, Shift Supervisors shall have staggered starting and finishing times of up to 30 minutes either side of the change of shift to allow an adequate handover.

- 41.6 Shift workers will be granted in each shift a meal break of not less than 20 minutes duration plus two tea-breaks of not more than 15 minutes duration which will count as time worked. The meal break will be taken within five (5) hours of commencing ordinary shift; provided however that where a Team Member works more than five (5) hours without a meal break, the Team Member will be paid at overtime rates until the meal break commences.
- 41.7 Except at the changeover of shifts, a Team Member will not be required to work more than one shift in any one day.
- 41.8 A Team Member will be granted at least ten hours free of duty between periods of duty. If less than 10 hours break is provided, a Team Member required to work will be paid at overtime rates until the Team Member ceases that period of duty.
- 41.9 A Team Member who is required to transfer to another maintenance base with less than seven (7) days' notice, for a period in excess of two (2) days, will be deemed to have changed the Team Member's roster and will be entitled to time and one half for the balance of the seven (7) day notice period.
- 41.10 A Permanent Night Shift (PNS) Worker will be paid at the rate of single time plus 20% for all time worked during ordinary hours.
- 41.11 Any rostered shift that includes ordinary hours of work between the hours of 2.30am and 5.00am will be paid at the rate of single time plus an additional 20% loading for the entire shift.
- 41.12 If a PNS Worker works a shift that is rostered to finish after 0230, they will receive 20% loading for working permanent night shift (clause 41.10) and an additional 20% loading for the entire shift for working a shift that is rostered to finish after 0230 (clause 41.11) (earning a total of 40% loading).

42 Overtime and Recall to Duty

42.1 Penalty Rates

For the purposes of calculating overtime, the ordinary time hourly rates will be determined by dividing the appropriate weekly rate by 38.5 hours.

42.2 Day Workers

For all time worked outside ordinary hours of work, the overtime rate will be time and a half for the first two (2) hours and double time thereafter.

42.3 Shift Workers

For all time worked outside ordinary hours of work, the overtime rate of pay will be time and a half. This is not cumulative with the shift penalty outlined in clause 41.

42.4 Recall and emergency duty

A Team Member recalled to work overtime after leaving VARA's business premises (whether notified before or after leaving the premises) will be paid for a minimum of four (4) hours' work for each time the Team Member is so recalled. In the case of unforeseen circumstances arising, the Team Member will not be required to work the full four (4) hours if the job the Team Member was recalled to perform is completed within a shorter period (unless there is alternative work to perform).

42.5 Meal break/meal money

- (a) Where a Team Member is required for overtime duty in excess of one (1) hour before the normal starting time or in excess of one (1) hour after the usual finishing time, the Team Member will be granted a meal break of 20 minutes to be paid at the appropriate overtime rate of pay.
- (b) Where a Team Member is required to work a further four (4) hours overtime or subsequent four (4) hour periods, the Team Member will be granted a further meal break of 30 minutes at the completion of each such four (4) hours of overtime worked, to be paid at the appropriate overtime rate of pay.
- (c) The above meal breaks are not to be used in calculation of overtime hours worked.
- (d) A Team Member working overtime or recalled to duty in accordance with this clause will be paid a meal allowance as per Schedule 4 for each meal break.
- (e) A Team Member working on a call-in or on a rostered day off, provided four (4) hours actual work is performed, will be provided with a meal allowances or meals as prescribed in clause 42.5.

42.6 Rest periods after overtime

- (a) A Team Member who works so much overtime between the termination of the Team Member's ordinary work on one day or shift and the commencement of the Team Member's ordinary work on the next day or shift that the Team Member has not at least ten (10) consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the Team Member has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on VARA's instructions, such Team Member resumes or continues to work without having had ten (10) consecutive hours off duty, the Team Member will be paid at overtime rates until the Team Member is released from duty for such period.

42.7 Standby

Subject to any custom now prevailing under which a Team Member is required regularly to be ready for a call back, Team Members required to hold themselves in readiness to work after ordinary hours of work will, until released, be paid standing-by time at ordinary rates from the time from which the Team Member is told to hold themselves in readiness.

42.8 Requirement to work reasonable overtime

- (a) VARA may require a Team Member to work reasonable overtime at overtime rates and the Team Member will work overtime in accordance with such requirements.
- (b) A Team Member may refuse to work overtime in circumstances where the working of such overtime would result in the Team Member working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the Team Member's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by VARA of the overtime and by the Team Member of his or her intention to refuse it; and
 - (v) any other relevant matter.

PART 6 - LEAVE

43 Annual Leave

- 43.1 Team Members are entitled to annual leave in accordance with the Act unless otherwise stated in this Agreement.
- 43.2 Casual Team Members are not entitled to paid leave, except in accordance with the NES.
- 43.3 Part-time Team Members are entitled to leave on pro-rata basis.
- 43.4 For each year of service with VARA, the full time entitlement to paid annual leave is:
- (a) 192.5 hours each year for a shift worker; and
 - (b) 152 hours each year for a day worker.
- 43.5 Accrued annual leave should be taken within 12 months of it accruing; VARA may direct Team Members to take annual leave on a minimum of four (4) weeks' written notice and, subject to operational requirements, Team Members who apply for annual leave shall not have their application unreasonably withheld. By agreement, annual leave can be accrued beyond 12 months.
- 43.6 Annual leave is to be taken at times agreed between the Team Member and his or her manager, subject to operational requirements.
- 43.7 Applications for leave will be considered by VARA in a timely fashion and Team Members notified of the outcome of their application within one (1) month of the application being submitted.
- 43.8 Annual leave may be cashed out in exceptional circumstances during a Team Member's employment with the agreement of VARA subject to the following requirements:
- (a) Team Members cannot be required to cash out annual leave if the Team Member does not want to do so;
 - (b) The Team Member retains an entitlement to at least four (4) weeks paid annual leave;
 - (c) The Team Member must be paid at least the full amount that would have been payable had the Team Member taken the annual leave that the Team Member has cashed out; and
 - (d) Agreements to cash out accrued annual leave must be in writing.
- 43.9 Accrued annual leave is paid out on termination of employment in accordance with the Act.
- 43.10 VARA may apply a system of annual close-down with respect to all or the bulk of employees in a plant or section thereof in which case at least three (3) months' notice will be given.
- 43.11 For the avoidance of doubt, under this clause, a Team Member will not receive less than the minimum entitlement to Annual Leave in the National Employment Standards.

44 Personal/Carer's Leave

- 44.1 Team Members are entitled to personal/carers' leave in accordance with the Act unless otherwise stated in this Agreement.
- 44.2 Subject to clauses 44.8 and 45.2 of this Agreement, Casual Team Members are not entitled to personal/carers' leave.

- 44.3 Part-time Team Members or those Team Members employed on flexible work arrangements are entitled to leave on pro-rata basis.
- 44.4 For each year of service with VARA, a Team Member is entitled to 110 hours per annum of paid personal/carer's leave as follows:
- (a) On engagement - 55 hours;
 - (b) After 6 months - additional 55 hours
 - (c) After twelve months service - 110 hours for the second and each subsequent year of service.
- 44.5 This leave accumulates from year to year.
- 44.6 This leave is not paid out on termination and cannot be cashed out under this Agreement.
- 44.7 Paid personal/carer's leave is taken:
- (a) because the Team Member is not fit for work because of a personal illness or personal injury (**Personal Leave**); or
 - (b) to provide care or support to a member of the Team Member's immediate family or a member of the Team Member's household who requires care or support because of:
 - (i) a personal illness or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member (**Carer's Leave**)
- 44.8 Team Members are entitled to unpaid carer's leave in accordance with the Act unless otherwise stated in this Agreement.
- 44.9 Except where required by law, if a Team Member is receiving workers' compensation payments, the Team Member is not entitled to sick leave.
- 44.10 All other entitlements and obligations in relation to paid personal/ carer's leave are in accordance with the Act.
- 44.11 For the avoidance of doubt, under this clause, a Team Member will not receive less than the minimum entitlement to Personal/Carer's Leave in the National Employment Standards.

44.12 Notice and Evidence

- (a) A Team Member shall, as soon as reasonably practicable, and prior to the commencement of normal duty, inform VARA of the inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (b) If it is not reasonably practicable to inform VARA at least two hours prior to such absence the Team Member shall inform VARA within 24 hours of such absence.
- (c) A medical certificate, statutory declaration or other evidence satisfactory to VARA shall be produced for personal leave absences. A Team Member is entitled to up to three (3) single day absences in any year of service without production of a medical certificate. In circumstances where VARA has concerns regarding the absence of the Team Member, reasonable evidence may be requested to support claim for absences less than three (3) single days.
- (d) A medical certificate, statutory declaration or other evidence satisfactory to VARA may be required for carers' leave absences.

45 Unpaid Carer's Leave

- 45.1 Team Members are entitled to unpaid carer's leave in accordance with the Act.
- 45.2 A Team Member is entitled to two (2) days of unpaid carer's leave for each occasion to provide care or support to a member of the Team Member's immediate family or a member of the Team Member's household who requires care or support because of:
- (a) a personal illness or personal injury affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 45.3 All other entitlements and obligations in relation to unpaid carer's leave are in accordance with the Act.
- 45.4 For the avoidance of doubt, under this clause, a Team Member will not receive less than the minimum entitlement to Unpaid Carer's Leave in the National Employment Standards.

46 Compassionate Leave (Bereavement Leave)

- 46.1 Team Members, other than casual employees, are entitled to three (3) days paid compassionate leave, per occasion in accordance with the Act, unless otherwise stated in this Agreement.
- 46.2 Compassionate leave is available when a member of the Team Member's immediate family or a member of the Team Member's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- 46.3 All other entitlements and obligations in relation to compassionate leave are in accordance with the Act.

47 Domestic and Family Violence Leave

- 47.1 VARA recognises that Team Members sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work, and is therefore committed to providing support to Team Members that experience family violence.
- 47.2 "Domestic and family violence" is abusive and/or violent behaviour used by one person to control and dominate another person or persons within a domestic relationship and may include physical, sexual, financial, verbal, or emotional abuse by a family member.
- 47.3 A Team Member experiencing domestic and family violence will have access to paid leave for medical appointments, legal proceedings, and other activities related to family violence, which will be in addition to existing entitlements and may be taken as consecutive or single days, or as a portion of a day.
- 47.4 Such leave will be capped at ten (10) days per calendar year, and does not accrue.
- 47.5 Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health nurse, family violence support service, or lawyer.
- 47.6 All personal information concerning family violence will be kept confidential in line with Virgin Australia privacy policies and relevant legislation. No information will be kept on a Team Member's personnel file without their express written permission.

47.7 A Team Member experiencing family violence may raise the issue with their immediate leader, the Head of Maintenance or a central contact in the People team.

47.8 VARA will make every effort where practicable to accommodate:

- (a) any temporary changes to a Team Member's span of hours, pattern of hours, or rosters;
- (b) change to telephone number or email address to avoid harassing contact;
- (c) any other appropriate measure including those available under existing provisions for family friendly or flexible work arrangements.

48 Parental Leave

48.1 Team Members are entitled to parental leave in accordance with the Act, this Agreement or the *Virgin Australia Parental Leave Policy*, as amended from time to time, whichever is the greater.

48.2 Casual Team Members are not entitled to parental leave other than in accordance with the Act.

48.3 Team Members with at least 12 months' continuous service with VARA are entitled to 12 months' unpaid parental leave if the leave is associated with:

- (a) the birth of a child of the Team Member or the Team Member's spouse or de facto partner; or the placement of a child with the Team Member for adoption; and
- (b) the Team Member has or will have responsibility for the care of the child.

48.4 If a Team Member is eligible and complies with the notification and documentary requirements set out in the *Virgin Australia Parental Leave Policy*, as amended from time to time, VARA will provide up to:

- (a) ten (10) weeks paid Parental Leave at the Employee's base rate of pay (not including overtime, shift penalties, allowances etc) at the time of commencing the leave, in relation to the birth of the Employee's child or the child of the Employee's Spouse where the Employee is to be the Primary Caregiver of the child and the leave commences immediately after the birth of the child;
- (b) two (2) weeks paid Parental Leave at the Employee's base rate of pay (not including overtime, shift penalties, allowances etc) or actual salary at the time of commencing the leave, in relation to the birth of the Employee's child or the child of the Employee's Spouse for Employees who will not be the Primary Caregiver of the child;
- (c) three (3) weeks paid Parental Leave at the Employee's base rate of pay (not including overtime, shift penalties, allowances etc) or actual salary at the time of commencing the leave, in relation to the placement of a newly adopted child where the Employee is to be the Primary Caregiver of the child and the leave commences immediately after the birth of the child.

48.5 All other entitlements and obligations in relation to parental leave are in accordance with the Act or the *Virgin Australia Parental Leave Policy*, as amended from time to time, whichever is more beneficial to the Team Member.

49 Long Service leave

49.1 Subject to clause 49.2, long service leave will be in accordance with applicable State

legislation and company policy.

49.2 For Team Members employed prior to 13 February 2018, long service leave shall accrue at the rate of 13 weeks for each 15 years of service up to 30 June 2005, and 13 weeks for every 10 years of service from 1 July 2005.

50 Jury Service

50.1 Team Members are entitled to jury service leave and pay in accordance with this clause or the Act, whichever is greater.

50.2 VARA will provide a Team Member with jury service leave when he or she is called upon to serve on a jury.

50.3 VARA will continue to pay a Team Member's annualised salary under this Agreement for all periods where the Team Member attends jury service which is during normal working hours and at times where the Team Member would otherwise have been rostered to work.

50.4 If a Team Member is not required to attend for jury service, the Team Member, if rostered on, must attend work.

50.5 Where a Team Member is paid an allowance by the court for attending jury service on a day that the Team Member would have otherwise worked, the Team Member agrees to sign the cheque over/ pay the allowance to VARA payroll as soon as practicable after returning to work.

51 Public Holidays

51.1 In this Agreement, the following days will be public holidays and the Team Member may be rostered to work on a public holiday. If rostered to work a Team Member (shift worker) will receive no additional payments as the working of these days has been provided for in the Team Member's salary and with time in lieu. In instances where the Team Member is rostered on, but not required to work by VARA on a public holiday, the Team Member will suffer no loss of pay.

| Public Holidays in Salary | Public Holidays as Days in Lieu |
|-----------------------------|---------------------------------|
| 26 January (Australia Day) | 1 January (New Year's Day) |
| Good Friday | Labour Day |
| Easter Saturday | Easter Monday |
| Foundation Day | 25 April (ANZAC Day) |
| 25 December (Christmas Day) | Queen's Birthday |
| | 26 December (Boxing Day) |

51.2 Day workers who are rostered to work on a public holiday will be paid at the rate of double time for all hours worked.

51.3 Shift workers receive payment for five (5) public holidays in the salary structure and receive the additional six (6) public holidays as days in lieu (as defined above). Days in lieu must accrue before they can be taken. Where a shift worker is rostered on to work a public holiday, but refuses to work on the public holiday under section 114 of the Act, and that refusal is agreed to by VARA, the Team Member will forgo a day in lieu.

51.4 The parties agree that days in lieu earned for both public holidays and overseas duty may accrue up to eight (8) days. Any lieu days not taken that exceed 8 in total will be paid out by VARA. The Team Member can by request have days in lieu paid out prior to them totalling 8 or accrue over 8.

51.5 Following extended overseas duty, days in lieu earned maybe taken upon return from such duty or paid out or a combination of both.

52 Continuity of Service

If a Team Member transfers his or her employment from another company in the Virgin Australia Group, VARA will recognise the Team Member's start date and leave accruals with that other Virgin Australia Group company for continuity of service purposes at VARA.

53 National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

PART 7 - LEAVING VARA

54 Termination of Employment

54.1 Notice of termination by VARA

- (a) To terminate the employment of a Team Member, VARA will give the Team Member the following notice:

| Period of continuous service | Period of notice |
|--|------------------|
| 1 year or less | 2 weeks |
| Over 1 year and up to the completion of 3 years | 2 weeks |
| Over 3 years and up to the completion of 5 years | 3 weeks |
| Over 5 years | 4 weeks |

- (b) In addition to the notice in clause 54.1(a), Team Members over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service will be entitled to an additional week's notice.
- (c) Payment in lieu of all or the part of the period of notice may be made if the appropriate notice period is not given. In calculating any payment in lieu of notice the salary a Team Member would have received in respect of the ordinary time the Team Member would have worked during the period of notice had the Team Member's employment not been terminated will be used.
- (d) The period of notice in this clause will not affect VARA's right to dismiss any Team Member without notice for serious misconduct, and in such cases the salary will be paid up to the time of dismissal only.
- (e) For the purposes of this clause, "continuous service" means service with VARA as an employee (other than a casual employee) during the whole of the period, including (as a part of the period) any period of authorised leave. A period of authorised unpaid leave does not break continuity of service, but does not count as service for the purpose of leave accrual.
- (f) Where notice of termination for redundancy is given to a Team Member whilst they are away from Home Base, such notice will be deemed not to commence until the Team member has returned to Home Base.
- (g) Where notice of termination is given by the Team Member whilst they are away from Home Base, the period of notice will commence from the date given. The effective date of termination will be the expiry of the period of notice or the date of return to Home Base on completion of the assignment, whichever is the later.

54.2 Notice of termination by the Team Member

- (a) The notice of termination required to be given by a Team Member is the same as that required to be given by VARA, except that there will be no additional notice based on the age of the Team Member concerned.
- (b) If a Team Member fails to give notice, VARA may withhold monies due to the Team Member with a maximum amount equal to the salary for the period of notice not provided.

54.3 Other

- (a) The period of notice in this clause does not apply to casual Team Members.
- (b) Team Members engaged for a specific period of time or for a specific task or tasks will have their notice terms provided in their letters of engagement/contracts of employment.
- (c) Where on termination the Team Member owes VARA money, VARA may deduct the money owed from the Team Member's final pay.

55 Redundancy

55.1 Redundancy pay

In addition to the period of notice outlined in clause 54 - Termination of Employment, a Team Member (other than a casual employee) whose employment is terminated for reasons of redundancy will be entitled to the following amount of redundancy pay in respect of a continuous period of service:

- (a) three (3) weeks' pay for every year to a maximum of 20 weeks.
- (b) week's pay" means the ordinary time rate of pay for the employee concerned.
- (c) provided that the redundancy pay will not exceed the amount which the Team Member would have earned if employment with VARA had proceeded to the Team Member's normal retirement date.

55.2 Team Member leaving during notice

A Team Member may terminate his/ her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause as had they remained with VARA until the expiry of such notice. In such circumstances the Team Member will not be entitled to payment in lieu of notice.

55.3 Alternative employment

VARA will endeavour to find adequate alternative employment opportunities for redundant employees. Should an offer of adequate alternative employment be made or a transfer to alternative employment occur, no redundancy payment is required to be made. Adequate alternate employment means no disadvantage to the Team Member's current pay or classification, or as agreed between VARA and the Team Member.

55.4 Time off work during notice period

During the period of notice of termination given by VARA, a Team Member will be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

55.5 Redundancy Process

In the event of redundancies the parties to this Agreement agree to the following process:

- (a) Consultation in line with clause 9 - Consultation of this Agreement.
- (b) Mitigation processes such as minimising impacted roles, redeployment to suitable alternative roles, leave burn, part time, leave without pay will be considered and offered by VARA to Team Members where reasonably practicable.
- (c) Expressions of interest (EOIs) shall be across all Team Members covered by this Agreement however, EOIs does not mean automatic access to Voluntary Redundancies,i.e. the normal approval processes for VRs still applies.
- (d) VARA shall subsidise the costs of the following benefits to any Team Member that is being terminated as a result of genuine redundancy: financial advice by appropriate financial advisors; any retraining up to a value of \$2,500.00 per employee; out-placement services; resume writing and interview skills.
- (e) Voluntary Redundancies may be offered in addition to the above process.
- (f) Compulsory redundancies shall occur as a last resort.
- (g) Where compulsory redundancies are proposed, consideration will be given to the redeployment of redundant AMEs or LAMEs into vacant roles in the same classification across the Virgin Australia Group (on the terms and conditions applicable to the vacant role).

Schedule 1 - Line Operations Ground Handling Tasks

In accordance with clause 14.4 of the Agreement, the following aircraft ground handling functions may be performed by ground handling staff (in lieu of, or in addition to, these tasks being performed by Team Members covered by this Agreement). Refer VAGP A5.4 for description of these tasks:

- 1. Positional Towing** - when an aircraft needs maneuvering from one position (bay or parking area) to another with no flight crew or guests on board. Positional towing has a tractor driver in command.
 - (a) Towing functions (other than Maintenance Towing) will be performed by ground handling agents
 - (b) Tug driving will be performed by ground handling agents
 - (c) Brake riding will be performed by engineers/ flight crew
 - (d) Maintenance towing (moving an aircraft (usually unloaded) for maintenance or remote parking following maintenance) will be performed by Engineers
- 2. GPU (fixed and mobile)**
 - (a) Positioning and operation of ground power units for aircraft types as listed in VAGP A5.4 will be performed by ground handling agents.
 - (b) Flight deck switching will be performed by flight crew/ engineers
- 3. Dispatch**
 - (a) Aircraft dispatch duties for aircraft types as listed in VAGP A5.4 will be performed by ground handling agents
 - (b) Pre-flight inspections will continue to be performed by engineers on VARA F100 and VARA A320 aircraft in Perth.
- 4. Receipt**
 - (a) Aircraft receipt duties for aircraft types as listed in VAGP A5.4 will be performed by ground handling agents
- 5. Marshalling**
 - (a) Aircraft marshalling will be performed for aircraft types as listed in VAGP A5.4 by ground handling agents
- 6. Power Push Unit**
 - (a) The ground handling agent is responsible for the power push unit procedure for aircraft types as listed in VAGP A5.4.
- 7. Flight Deck Communications**
 - (a) The ground handling agent is responsible for communications with the flight deck during receipt and dispatch operations.
- 8. Pre Conditioned Air (PCA)**
 - (a) For F100 Aircraft, ground handling agents will be responsible for positioning and setting the park brake/chocking the unit, unrolling and stowing the hose and removing the unit from the vicinity of the aircraft as required
 - (b) Engineers will operate the PCA and connect to aircraft and aircraft systems

- (c) For all other VA operated aircraft, pre-conditioned air operations will be performed by ground handling agents in accordance with the VAGP A5.4

9. Toilet Servicing

- (a) Aircraft toilet servicing for all aircraft types will be performed by ground handling agents

10. Potable Water

- (a) Aircraft potable water servicing for all aircraft types will be performed by ground handling agents

11. Air Starts

- (a) Airstart units for F100 and A320 aircraft will be positioned by ground handling agents
- (b) Engineers will operate air start units and perform engine start.
- (c) For all other VA aircraft types, engineers will be responsible for all positioning, air start unit operations and performing engine start

12. Hold Disinsection

- (a) Aircraft hold disinsections will be performed by ground handling agents

13. De-icing (other than inspections)

- (a) PIC or engineers are responsible for ensuring the aircraft configuration is correct before de-icing/anti-icing procedures can commence
- (b) Ground handling agents will perform de-icing operations as applicable

14. Auto refuelling

- (a) Fuelling in auto will be performed by flight crew or appropriately trained refuel company personnel
- (b) Engineers will perform refuelling in manual mode
- (c) Engineers will perform defueling

Schedule 2 - Training List

The following criteria will be used for all aircraft type training:

1. A LAME and an AME Training Selection List will be maintained by VARA along with JCC members.
2. There will be separate lists for AMEs and LAMEs and these shall be known as the LAME Training List and the AME Training List.
3. On the LAME Training List, each existing LAME will be assigned a place within the LAME list based on the following criteria:
 - (a) LAME Team Members will be listed from highest to lowest with the top position being filled by the Team Member who has served the longest period with VARA since they last completed aircraft type training that was fully funded by the Virgin Australia Group (Virgin Australia, Virgin Tech or VARA) OR commenced receiving payment at a higher classification for an additional aircraft type from VARA;
 - (b) Existing Team Members who have not received any such training or have not been paid any additional payment for aircraft type training since being employed by VARA, or new Team Members, shall be placed in the order from the date they commenced employment with VARA.
 - (c) In the event of two Team Members holding the same date for previous training or payment for aircraft type training, the higher position will be occupied by the person with a greater period of service with VARA. If a tie still exists, a coin toss will be used to determine the highest placed Team Member. If more than one new Team Member commences employment with VARA on the same day, a coin toss will be drawn to determine order.
4. On the AME Training List, AMEs will be assigned a place within the list based on the date of their employment with VARA as an AME.
5. Courses shall be offered in turn to the person placed highest within each list so long as the Team Member is eligible for the training on offer.

Application of the selection criteria and eligibility for training

6. Training selection is subject to the following conditions:
 - (a) Notwithstanding the Training List, VARA at all times reserves the right to first train as a priority Team Members falling within the following two categories:
 - (i) Team Members in receipt of redundant licence payments, in order to minimise the cost of payments related to aircraft type training; and
 - (ii) Team Members that meet the trade stream or classification level required by VARA, (ie. B1R, B1, B2, AME) and who meet all CASA pre-requisite requirements in order to receive the required outcome post training to enable VARA to issue the minimum Company Approvals required by VARA.
 - (b) Successful completion and attainment of higher qualifications or additional type licences through company-provided training will not lead to automatic progression to a higher classification or attract an additional allowance unless approved by the Head of Maintenance.
 - (c) VARA may determine the number and type of training courses, including the number of Team Members permitted to attend each course, based on operational requirements.

- (d) VARA will retain the right to determine the number of courses to be offered to Team Members from the LAME list and the number of courses to be offered to Team Members from the AME list.
- (e) VARA will retain the right to transfer Team Members between crews or shifts should an imbalance of qualifications exist and to ensure training is equitably shared between shifts.
- (f) Where a Team Member is subject to performance management (including disciplinary action within the last 12 months or being placed on a performance improvement plan) they shall not be eligible to participate in company provided training for a period up to 12 months following the disciplinary action. In this case, however, the Team Member will retain their position on the selection list.
- (g) Team Members can either accept or pass on the training offer. In the event that all eligible Team Members pass on a training offer, VARA shall retain the right to direct training. In this case, the Team Member shall retain their position on the List as if the Team Member had not carried out the training.
- (h) A Team Member who is promoted to a permanent position from AME to LAME will be removed from the AME Training List and added to the LAME Training List as of their promotion date.

Third party work

7. In circumstances where VARA is awarded third party customer work from entities outside of VARA, the Training List will apply only to the pool of LAMEs and AMEs selected to perform that work under the terms and conditions applicable to that work. For example, if a customer wishes work to be performed under a particular roster pattern and in a particular location, the List will only apply to the pool of Team Members who satisfy or meet the client criteria for that third party work.

Schedule 3 – Classifications and Rates of Pay

The following Annualised Salary rates of pay will apply during the period of this Agreement and in accordance with clause 32.1. Annual salary increases apply from the first full pay period following these dates, and are payable on the first pay day after the first full pay period following these dates.

| Classification | Current Annual Salary | Salary on 1 July 2022 | Salary on 1 July 2023 | Salary on 1 July 2024 | Salary on 1 July 2025 |
|----------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| AME | \$ 80,889.32 | \$ 83,316.00 | \$ 85,815.48 | \$ 88,389.94 | \$ 91,041.64 |
| AME 1 | \$ 83,435.01 | \$ 85,938.06 | \$ 88,516.20 | \$ 91,171.69 | \$ 93,906.84 |
| AME 2 | \$ 85,980.70 | \$ 88,560.12 | \$ 91,216.92 | \$ 93,953.43 | \$ 96,772.04 |
| LAME Grade B | \$ 103,535.27 | \$ 106,641.33 | \$ 109,840.57 | \$ 113,135.78 | \$ 116,529.86 |
| LAME Grade A | \$ 106,084.57 | \$ 109,267.11 | \$ 112,545.12 | \$ 115,921.47 | \$ 119,399.12 |
| LAME Grade 1 | \$ 115,367.67 | \$ 118,828.70 | \$ 122,393.56 | \$ 126,065.37 | \$ 129,847.33 |
| LAME Grade 2 | \$ 123,009.68 | \$ 126,699.97 | \$ 130,500.97 | \$ 134,416.00 | \$ 138,448.48 |
| LAME Grade 3 | \$ 133,268.03 | \$ 137,266.07 | \$ 141,384.05 | \$ 145,625.57 | \$ 149,994.34 |
| LAME Grade 4 | \$ 142,447.61 | \$ 146,721.04 | \$ 151,122.67 | \$ 155,656.35 | \$ 160,326.04 |
| LAME Grade 5 | \$ 150,321.37 | \$ 154,831.01 | \$ 159,475.94 | \$ 164,260.22 | \$ 169,188.03 |
| LAME Grade 6 | \$ 153,587.10 | \$ 158,194.71 | \$ 162,940.55 | \$ 167,828.77 | \$ 172,863.63 |
| LAME Grade 7 | \$ 154,809.40 | \$ 159,453.68 | \$ 164,237.29 | \$ 169,164.41 | \$ 174,239.34 |
| LAME Grade 8 | \$ 163,152.55 | \$ 168,047.13 | \$ 173,088.54 | \$ 178,281.20 | \$ 183,629.63 |
| LAME Grade 9 | \$ 169,942.83 | \$ 175,041.11 | \$ 180,292.35 | \$ 185,701.12 | \$ 191,272.15 |
| LAME Grade 10 | \$ 174,989.65 | \$ 180,239.34 | \$ 185,646.52 | \$ 191,215.92 | \$ 196,952.39 |
| LAME Grade 11 | \$ 180,165.89 | \$ 185,570.87 | \$ 191,137.99 | \$ 196,872.13 | \$ 202,778.30 |
| LAME Grade 12 | \$ 185,342.12 | \$ 190,902.38 | \$ 196,629.46 | \$ 202,528.34 | \$ 208,604.19 |
| LAME Grade 13 | \$ 190,383.46 | \$ 196,094.96 | \$ 201,977.81 | \$ 208,037.15 | \$ 214,278.26 |
| LAME Grade 14 | \$ 195,425.25 | \$ 201,288.01 | \$ 207,326.65 | \$ 213,546.45 | \$ 219,952.84 |
| LAME Grade 15 | \$ 200,467.03 | \$ 206,481.04 | \$ 212,675.47 | \$ 219,055.74 | \$ 225,627.41 |

Schedule 4 - Allowances

The following allowances will apply during the period of this Agreement. Annual allowances apply from the first full pay period following these dates, and are payable on the first pay day after the first full pay period following these dates.

| Allowance | Current rate | From 1 July 2022 | From 1 July 2023 | From 1 July 2024 | From 1 July 2025 |
|--|------------------|------------------|------------------|------------------|------------------|
| Shift Supervisor (per annum) Clause 39.5 | \$ 12,336.05 | \$ 12,706.13 | \$ 13,087.32 | \$ 13,479.93 | \$ 13,884.33 |
| Training Engineer - Cert IV (per annum) Clause 39.4 | \$ 9,252.04 | \$ 9,529.60 | \$ 9,815.49 | \$ 10,109.95 | \$ 10,413.25 |
| Flying Engineer (per event for IOT flying and aircraft rescue) Clause 39.11 | \$ 185.00 | \$ 185.00 | \$ 185.00 | \$ 185.00 | \$ 185.00 |
| Flying Engineer (per other event) Clause 39.11 | \$ 185.00 | \$ 185.00 | \$ 185.00 | \$ 185.00 | \$ 185.00 |
| Stranded Engineer (per event) Clause 39.10 | \$ 246.72 | \$ 254.12 | \$ 261.75 | \$ 269.60 | \$ 277.69 |
| Stranded overnight (per event) Clause 39.9 | \$ 555.13 | \$ 571.78 | \$ 588.94 | \$ 606.61 | \$ 624.80 |
| Heat treatment (per week) Clause 39.12 | \$ 24.67 | \$ 25.41 | \$ 26.17 | \$ 26.96 | \$ 27.77 |
| Approved First Aid Certificate holder (per week) Clause 39.7 | \$ 13.20 | \$ 13.60 | \$ 14.00 | \$ 14.42 | \$ 14.86 |
| Hard Lying for non-approved accommodation (per night) Clause 29.4 | \$ 100.47 | \$ 103.48 | \$ 106.59 | \$ 109.79 | \$ 113.08 |
| Overtime meal (per event) Clause 45.5(d) | \$ 16.37 | \$ 16.86 | \$ 17.37 | \$ 17.89 | \$ 18.42 |
| 5 year service recognition allowance (per annum) Clause 39.1 | \$ 6,168.02 | \$ 6,353.06 | \$ 6,543.65 | \$ 6,739.96 | \$ 6,942.16 |
| Domestic and International overnight travel (per overnight) Clause 39.3 | As per ATO rates | | | | |
| Per working day travel allowance at other overseas locations (per 24 hours) Clause 39.3 | As per ATO rates | | | | |

Schedule 5 – B737-700 Transition Allowance

In accordance with clause 32 of this Agreement, the following B737-700 Transition Allowance is payable from the first full pay period following the Commencement Date and will increase on the first full pay period on or after the dates below:

| Classification | On Commencement Date | Rate from 1 July 2023 | Rate from 1 July 2024 | Rate from 1 July 2025 |
|----------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| AME | \$ 1,628.57 pa \$ 62.64 per F/N | \$ 1,677.43 pa \$ 64.52 per F/N | \$ 1,727.75 pa \$ 66.45 per F/N | \$ 1,779.58 pa \$ 68.45 per F/N |
| AME 1 | \$ 1,679.82 pa \$ 64.61 per F/N | \$ 1,730.22 pa \$ 66.55 per F/N | \$ 1,782.13 pa \$ 68.54 per F/N | \$ 1,835.59 pa \$ 70.60 per F/N |
| AME 2 | \$ 1,731.08 pa \$ 66.58 per F/N | \$ 1,783.01 pa \$ 68.58 per F/N | \$ 1,836.50 pa \$ 70.63 per F/N | \$ 1,891.60 pa \$ 72.75 per F/N |
| LAME Grade B | \$ 2,0884.51 pa \$ 80.17 per F/N | \$ 2,147.05 pa \$ 82.58 per F/N | \$ 2,211.46 pa \$ 85.06 per F/N | \$ 2,277.80 pa \$ 87.61 per F/N |
| LAME Grade A | \$ 2,135.84 pa \$ 82.15 per F/N | \$ 2,199.91 pa \$ 84.61 per F/N | \$ 2,265.91 pa \$ 87.15 per F/N | \$ 2,333.89 pa \$ 89.76 per F/N |
| LAME Grade 1 | \$ 2,322.74 pa \$ 89.34 per F/N | \$ 2,392.42 pa \$ 92.02 per F/N | \$ 2,464.19 pa \$ 94.78 per F/N | \$ 2,538.12 pa \$ 97.62 per F/N |
| LAME Grade 2 | \$ 2,476.59 pa \$ 95.25 per F/N | \$ 2,550.89 pa \$ 98.11 per F/N | \$ 2,627.42 pa \$ 101.05 per F/N | \$ 2,706.24 pa \$ 104.09 per F/N |
| LAME Grade 3 | \$ 2,683.13 pa \$ 103.20 per F/N | \$ 2,763.62 pa \$ 106.29 per F/N | \$ 2,846.53 pa \$ 109.48 per F/N | \$ 2,931.93 pa \$ 112.77 per F/N |
| LAME Grade 4 | \$ 2,867.95 pa \$ 110.31 per F/N | \$ 2,953.98 pa \$ 113.61 per F/N | \$ 3,042.60 pa \$ 117.02 per F/N | \$ 3,133.88 pa \$ 120.53 per F/N |
| LAME Grade 5 | \$ 3,026.47 pa \$ 116.40 per F/N | \$ 3,117.26 pa \$ 119.89 per F/N | \$ 3,120.78 pa \$ 123.49 per F/N | \$ 3,307.11 pa \$ 127.20 per F/N |
| LAME Grade 6 | \$ 3,092.22 pa \$ 118.93 per F/N | \$ 3,184.99 pa \$ 122.50 per F/N | \$ 3,280.54 pa \$ 126.17 per F/N | \$ 3,378.95 pa \$ 129.96 per F/N |
| LAME Grade 7 | \$ 3,116.83 \$ 119.88 per F/N | \$ 3,210.33 pa \$ 123.47 per F/N | \$ 3,306.64 pa \$ 127.18 per F/N | \$ 3,405.84 pa \$ 130.99 per F/N |
| LAME Grade 8 | \$ 3,284.80 pa \$ 126.34 per F/N | \$ 3,383.35 pa \$ 130.13 per F/N | \$ 3,484.85 pa \$ 134.03 per F/N | \$ 3,589.39 pa \$ 138.05 per F/N |
| LAME Grade 9 | \$ 3,421.52 pa \$ 131.60 per F/N | \$ 3,524.16 pa \$ 135.54 per F/N | \$ 3,629.89 pa \$ 139.61 per F/N | \$ 3,738.78 pa \$ 143.80 per F/N |
| LAME Grade 10 | \$ 3,523.12 pa \$ 135.50 per F/N | \$ 3,628.82 pa \$ 139.57 per F/N | \$ 3,737.68 pa \$ 143.76 per F/N | \$ 3,849.81 pa \$ 148.07 per F/N |
| LAME Grade 11 | \$ 3,627.34 pa \$ 139.51 per F/N | \$ 3,736.16 pa \$ 143.70 per F/N | \$ 3,848.24 pa \$ 148.01 per F/N | \$ 3,963.69 pa \$ 152.45 per F/N |
| LAME Grade 12 | \$ 3,731.55 pa \$ 143.52 per F/N | \$ 3,843.50 pa \$ 147.83 per F/N | \$ 3,958.81 pa \$ 152.26 per F/N | \$ 4,077.57 pa \$ 156.83 per F/N |

| Classification | On Commencement Date | Rate from 1 July 2023 | Rate from 1 July 2024 | Rate from 1 July 2025 |
|----------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| LAME Grade 13 | \$ 3,833.05 pa \$ 147.43 per F/N | \$ 3,948.05 pa \$ 151.85 per F/N | \$ 4,066.49 pa \$ 156.40 per F/N | \$ 4,188.48 pa \$ 161.10 per F/N |
| LAME Grade 14 | \$ 3,934.56 pa \$151.33 per F/N | \$ 4,052.60 pa \$ 155.87 per F/N | \$ 4,174.18 pa \$ 160.55 per F/N | \$ 4,299.40 pa \$ 165.36 per F/N |
| LAME Grade 15 | \$ 4,036.07 pa \$ 155.23 per F/N | \$ 4,157.15 pa \$ 159.89 per F/N | \$ 4,281.87 pa \$ 164.69 per F/N | \$ 4,410.32 pa \$ 169.63 per F/N |

Schedule 6 – AME Skills Matrix

| | |
|-------|--|
| AME | <ul style="list-style-type: none"> • Cert IV in Aeroskills (Avionics, Mechanical, Structures), Aviation Trade Certificate (aircraft engineering) or National, International equivalent (as appropriate) • State Drivers Licence and hold and maintain Airside Driver Authority (ADA) Level 2 for location • Ability to attain and continue to hold an ASIC in accordance with company policy • Personal Tool Kit commensurate of position meeting personal tool control SOP requirements • Company Induction Training |
| AME 1 | <ul style="list-style-type: none"> • Cert IV in Aeroskills (Avionics, Mechanical, Structures), Aviation Trade Certificate (aircraft engineering) or National, International equivalent (as appropriate) • State Drivers Licence and hold and maintain Airside Driver Authority (ADA) Level 3 for location • Radio Operators qualification and competent in standard aviation and company radio protocols • Ability to attain and continue to hold an ASIC in accordance with company policy • Personal Tool Kit commensurate of position meeting personal tool control SOP requirements • Company Induction Training • Demonstrated ability to access and interpret Approved Data (e.g. AMM, IPC, DDG, WDM, CMM, SRM). • Demonstrated ability to conduct aircraft ground handling tasks appropriate to engineers as per schedule 1 of this agreement • Ability to perform tasks competently whilst under appropriate level of supervision |
| AME 2 | <ul style="list-style-type: none"> • Skills and ability of AME1 above • Diploma in Aeroskills or 100% CASA basics or Part 66 equivalent, relative to trade stream • Ability to perform tasks with minimal LAME Supervision |

SIGNATORIES

Signed for and on behalf of Virgin Australia Regional Airlines Pty Ltd (ACN 090 670 965)

Full Name:

Address: c/o Level 11, 275 Grey Street, South Brisbane QLD 4101

Position:

Explanation of Authority to Sign Agreement: The above person is authorised by the Employer to sign the Agreement on its behalf.

Signature

Date

In the presence of:

Signature

Print Name

Signed for and on behalf of employees covered by this Agreement

Full Name:

Address:

Position:

Explanation of Authority to Sign Agreement: The above person is an employee who is covered by this Agreement.

Signature

Date

In the presence of:

Signature

Print Name

Signed on behalf of the Australian Licensed Aircraft Engineers Association (ALAEA)

Full Name:

Address:

Position:

Explanation of Authority to Sign Agreement: The above union is a bargaining representative in accordance with the Fair Work Act 2009 (Cth) and the above person is authorised to sign on its behalf

Signature

Date

In the presence of:

Signature

Print Name