



**Virgin Australia
Regional Airlines Pilots'
Enterprise Agreement 2022**

Virgin Australia Regional Airlines Pilots' Enterprise Agreement 2022

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PART A – GENERAL PROVISIONS

1. Agreement Name

This agreement shall be known as the *Virgin Australia Regional Airlines Pilots' Enterprise Agreement 2022*.

2. Period of Operation

- 2.1 Subject to clause 2.2, the Agreement shall commence on the first full roster period seven (7) days after approval by the Fair Work Commission (**Commencement Date**) and shall have a nominal expiry date of 30 June 2024.
- 2.2 The Career Progression process in clause 22.2 of the Agreement will come into force within three (3) months after the Commencement Date. Prior to this time, the career progression process under clause 37.2 – Career Progression Process of the *Virgin Australia Regional Airlines Pilots Enterprise Agreement 2019* will apply.
- 2.3 All new conditions of employment that require a system change will be implemented as soon as practicable and within twelve (12) weeks after the Commencement Date. Once implemented, the new conditions will be back paid to the first full pay period following the Commencement Date. These system changes include, but are not limited to:
- (a) Clause 58.3– payment for working on an RDO;
 - (b) Clause 58.4 – payment for infringing an RDO;
 - (c) Clause 69.4– Check and Training Event Payment.

3. Parties Bound

- 3.1 The parties to this Agreement are:
- (a) Virgin Australia Regional Airlines Pty Ltd (**VARA**) (ACN 008 997 662);
 - (b) all Pilots employed by VARA other than Management Pilots;
 - (c) the Transport Worker's Union (**TWU**);
 - (d) Skywest Airlines Pilots' Association (**SALPA**);
 - (e) the Australian Federation of Air Pilots (**AFAP**).
- 3.2 The TWU, SALPA and AFAP are parties to this Agreement subject to application being made by them in accordance with section 183 of the Act to be covered by the Agreement.
- 3.3 This Agreement covers all Pilots employed by VARA other than Management Pilots. This Agreement will not apply to Pilots engaged in a dedicated cargo transport business.

4. Application of Agreement Parts

- 4.1 Part A of this Agreement applies to all Pilots covered by this Agreement under clause 3.3 – Parties Bound, namely all Pilots employed by VARA other than Management Pilots.
- 4.2 Part B of this Agreement applies to all Pilots covered by this Agreement under clause 3.3 – Parties Bound, other than Pilots who are covered by Part C who have transitioned to fly B737 aircraft under VARA's Fokker 100/ B737 Transition Plan.
- 4.3 Part C of the Agreement applies to all Pilots covered by this Agreement under clause 3.3 – Parties Bound who have transitioned to fly B737 aircraft under VARA's Fokker 100/ B737 Transition Plan.

5. Relationship to Other Industrial Instruments

This Agreement is a comprehensive agreement and replaces and excludes all other enterprise agreements (including but not limited to the *Virgin Australia Regional Airlines Pilots Enterprise*

Agreement 2019) or awards which may otherwise apply to the Pilots covered by this Agreement. This Agreement does not exclude any State or Federal laws dealing with occupational health and safety, worker's compensation or long service leave.

6. Renegotiation

The parties agree to commence negotiations for a replacement enterprise agreement at least six (6) months before the nominal expiry date of this Agreement.

7. No Extra Claims

The parties agree that this Agreement satisfies all claims of the parties against each other. The parties will not support or advance any additional claims against each other whilst this Agreement remains within its nominal term. The parties will not engage in any industrial action in support of or for the purpose of advancing any other or extra claims against each other for as long as this Agreement remains within its nominal term.

8. National Employment Standards

8.1 The National Employment Standards (**NES**) in the Act apply to Pilots' employment and nothing in this Agreement excludes the NES, in whole or in part. Where there is 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.

8.2 Pilots are "shiftworkers" for the purposes of the NES.

9. Retention payment

9.1 A retention payment equivalent to 2.5% of annual base salary will be paid to all Pilots employed at the Commencement Date and covered under this Agreement (**Retention Payment**).

9.2 For the purposes of this clause, the applicable annual base salary will be calculated as follows:

- (a) A320/ F100 Pilots – the Retention Payment will be calculated on the Pilot's base salary under this Agreement as at 1 July 2022 (including incorporating the headline salary increases payable on 1 July 2022 under this Agreement);
- (b) B737 Pilots – the Retention Payment will be calculated on the annual base salary that the Pilot would have been on as at 1 July 2022 on A320/ F100 aircraft (including incorporating the headline salary increases payable on 1 July 2022 under this Agreement).

10. Rate of pay and backpay

10.1 Pilots will be paid the annual base salaries outlined in **Appendix 2** of this Agreement. Annual base salary increases are as follows:

- (a) Subject to clause 10.1(b) and (c), annualised salaries for Pilots will be increased from the first full pay period following:
 - (i) 1 July 2022 – 3%, and Pilots will receive backpay at this rate from the first full pay period after 1 July 2022 to the first full pay period after 1 July 2023.
 - (ii) 1 July 2023 – 3.92% - and Pilots will receive backpay at this rate from the first full pay period after the Commencement Date to the first full pay period after 1 July 2023.
- (b) Backpay under clause 10.1(a) is not payable for any period in which a VARA B737 Pilot is in receipt of a rate of pay under the VA NB Agreement.
- (c) For Pilots who have or are scheduled to transition to fly B737 aircraft under VARA's Fokker 100/ B737 Transition Plan, annual base salary increases will be as follows:
 - (i) Captains – from the first full pay period after 1 March 2024 or their original planned transition date (whichever is earlier), the hourly rate for the Minimum Credit

Guarantee (or equivalent) hours applicable to B737 Captains under the VA NB Agreement;

- (ii) First Officers – from the first full pay period after 1 September 2023 or their original planned transition date (whichever is earlier), the hourly rate for the Minimum Credit Guarantee (or equivalent) hours applicable to B737 First Officers under the VA NB Agreement. This amount will be back paid from the first full pay period after the Commencement Date to the first full pay period after 1 September 2023 or their original planned transition date (whichever is earlier), although will not be back paid in respect of any period where the Pilot was already being paid those rates while directly engaged by Virgin Australia.

10.2 In the event that the salaries payable under the Agreement fall below the minimum salaries in the *Air Pilots Award 2020*, Pilots will be entitled to the minimum salary in the Award.

11. Consultation

11.1 VARA agrees that proper consultation is important in maintaining positive working relationships between VARA, its Pilots, and their relevant unions and workplace representatives. VARA agrees that consultation for these purposes shall not be perfunctory advice, but shall provide a genuine opportunity to influence the decision makers and the outcomes of any proposed change.

11.2 This clause applies if VARA:

- (a) has made a definite proposal to introduce a major change that may have a significant effect on Pilots; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Pilots.

11.3 Consultation process

The process of consultation with Pilots and the Unions for a major change that may have a significant effect on Pilots will include:

- (a) The timely provision of all relevant information (where requested, this information must be provided in writing), including details of the change, the likely effects on Pilots, the reasons for the change or proposed change and, where relevant, a proposed implementation date. However, VARA is not required to disclose confidential or commercially sensitive information to the relevant Pilots;
- (b) Discussion on measures to avert or mitigate any adverse effects on Pilots;
- (c) In relation to a change under clause 11.2(b), inviting Pilots to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
- (d) Genuine consideration of Pilots' and their representatives' suggestions, ideas and contributions;
- (e) Genuine opportunity for Pilots and their representatives to affect the matters that are the subject of consultation.
- (f) As soon as a final decision has been made, VARA must notify the affected Pilots in writing and explain the effects of the decision. This notification must include details about the proposed change, the effects and an implementation date (if known).
- (g) Pilots may appoint a representative for the purposes of the procedures set out in this clause.
- (h) If:
 - (i) A Pilot or Pilots appoints a representative for the purpose of consultation; and
 - (ii) The Pilot or Pilots advise VARA of the identity of the representative.

VARA must recognise the representative.

11.4 Major change

In this clause, a major change **may have a significant effect on Pilots** if it results in:

- (a) The introduction of an aircraft type other than those operated at the commencement of this Agreement;
- (b) The elimination of an aircraft type;
- (c) The termination of the employment of Pilots;
- (d) Major change to the composition, operation or size of VARA's workforce or to the skills required of Pilots;
- (e) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (f) The alteration of hours of work;
- (g) The need to retrain Pilots;
- (h) The need to relocate Pilots to another workplace; or
- (i) The restructuring of jobs and/ or a situation that may give rise to redundancies.
- (j) Major changes to workplace policy;
- (k) Changes to the legal structure of VARA or its business; and
- (l) Major changes to minimum selection criteria for promotions to roles covered by this Agreement (e.g. changes to the minimum flight hour requirements for existing Pilots).

12. Workplace Relations Committee

- 12.1 VARA has established a Workplace Relations Committee (**WRC**) to oversee the application of the Agreement and to consult on any definite proposals which may have a significant effect on Pilots.
- 12.2 The WRC will consist of:
- (a) One (1) nominated Pilot representative of SALPA;
 - (b) One (1) nominated Pilot representative of the TWU;
 - (c) One (1) nominated Pilot representative of the AFAP;
 - (d) A maximum of two (2) general Pilot representatives, elected in accordance with clause 12.8 of this Agreement, consisting of one (1) Pilot representative from the A320 and one (1) Pilot representative from the B737 and/ or F100 aircraft;
 - (e) Up to two (2) VARA management representatives; and
 - (f) up to two (2) VA management representatives (where applicable to the subject matter being discussed).
- 12.3 Where an ad hoc WRC meeting is required, VARA and the Unions may amend the composition of the WRC depending on the specific nature of the items to be discussed. However, in this situation, the composition will always have a minimum of one (1) Pilot representative from the A320 and one (1) Pilot representative from the B737 and/ or F100 aircraft.
- 12.4 Where a WRC member is unable to attend a meeting, a proxy may attend in their stead, subject to reasonable notice being provided to VARA which allows the proxy to attend without penalty to VARA or disruption of operations.
- 12.5 The WRC shall meet at least once every three (3) months or more frequently as agreed by VARA and a majority of the Pilot representatives on the WRC.
- 12.6 WRC meetings will be chaired by the most senior manager present. An agenda for the meeting shall be provided to those Pilots attending at least 48 hours prior to the meeting.

- 12.7 A minimum of four (4) WRC meetings will be held per year. Additional meetings may be scheduled by majority agreement of the WRC as required. Teleconference or video conference facilities will be used where practical to reduce cost.
- 12.8 General Pilot representatives of the WRC will be elected by the Pilot group and for a term of two (2) years. The process to elect general Pilot representatives will be documented, transparent and agreed with by the Unions.
- 12.9 Pilot representatives shall be rostered to attend the WRC meeting, subject to the meeting schedule being provided prior to finalisation of the roster preparation process. VARA will pay for all travel and accommodation costs associated with the WRC when there are in person meetings not held at the Pilot's Home Base.
- 12.10 An official of the TWU and/ or the AFAP may be invited to attend a WRC meeting by a member of the WRC.
- 12.11 Specialists or subject matter experts from areas within VARA or VA may be invited by VARA or VA management to attend the WRC by agreement of the WRC where it would assist with progress and resolution of matters relevant to the WRC.

13. Flexibility

- 13.1 VARA is committed to providing flexibility in its employment arrangements with Pilots. To help achieve this flexibility, VARA and individual Pilots may agree on individual flexibility arrangements which vary the terms of this Agreement.
- 13.2 The individual flexibility arrangement between VARA and the Pilot must:
- (a) be about permitted matters under section 172 of the Act;
 - (b) not include a term that would be an unlawful term under section 194 of the Act;
 - (c) meet the genuine needs of the individual Pilot and VARA;
 - (d) be genuinely agreed to by the individual Pilot and VARA, without coercion or duress;
 - (e) result in the Pilot being better off overall than the Pilot would have been if no individual flexibility arrangement was entered into;
 - (f) not require that any individual flexibility arrangement agreed to by the Pilot and VARA be approved, or consented to, by another person; and
 - (g) is otherwise in accordance with applicable law.
- 13.3 VARA cannot change a Pilot's employment status under this provision without the Pilot's agreement.
- 13.4 The Parties agree that any individual flexibility arrangement shall:
- (a) be determined within 21 days of the request for an individual flexibility arrangement being made;
 - (b) be in writing;
 - (c) include the name of VARA and the Pilot;
 - (d) be signed by VARA and the Pilot; and
 - (e) include details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Pilot will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) state the day on which the arrangement commences.
- 13.5 VARA shall give the Pilot a copy of the individual flexibility arrangement within 14 days after it is signed by both parties.

- 13.6 VARA or the Pilot may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) at any time if VARA and the Pilot agree in writing.

14. Facilitative Provision

- 14.1 Where any terms of this Agreement provide for changes by “agreement” between the parties to this Agreement, this means unanimous agreement of VARA and the Unions referred to in clause 3 above.
- 14.2 Where any terms of this Agreement provide for changes by agreement of the WRC, this means approval from VARA, SALPA, the AFAP and TWU.
- 14.3 Any agreements between the parties to this Agreement or the WRC will be recorded in writing, signed by all parties and accessible on the Virgin Australia Group intranet.

15. Representation

- 15.1 Pilots have the right to representation of their choice, which may be a representative of a Union, at any time or stage during the dispute settlement procedure or a disciplinary process under this Agreement. VARA will recognise the representative and allow them an opportunity to represent the Pilot(s).
- 15.2 VARA will allow an agreed number of delegates a reasonable amount of paid time to attend to representation issues, provided that the efficient operation of VARA’s business takes precedence. To avoid doubt, time spent performing this activity does not count for the purposes of calculating an entitlement to a Productivity Rate payment or Flight Duty limits.

16. Dispute Settlement Procedure

- 16.1 If a Pilot has a dispute about any matter relating to their employment, the application of this Agreement, or the National Employment Standards, then they may use the following process to resolve the dispute.
- 16.2 A Pilot who is party to a dispute may appoint a representative (for example, SALPA, TWU or the AFAP) for the purposes of the procedures in this term.
- 16.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by:
- (a) The matter first being discussed between the individual Pilot, their representative (if relevant) and the relevant Manager (or delegate). The Manager (or delegate) shall make a decision and advise the Pilot(s) of the decision in writing within seven (7) business days of the meeting, unless not reasonably practicable to do so;
 - (b) If the matter is not resolved, it may be referred for discussion between the individual Pilot, their representative (if any) and their manager once removed (or delegate). The manager once removed (or delegate) shall make a decision and advise the Pilot(s) of the decision in writing within seven (7) business days of the meeting, unless not reasonably practicable to do so;
 - (c) For VARA B737 pilots under Part C only, if the matter is not resolved, it may be referred for discussion between the individual Pilot, their representative (if any) and their manager twice removed (or delegate). The manager twice removed shall make a decision and advise the Pilot(s) of the decision in writing within seven (7) business days of the meeting, unless not reasonably practicable to do so;
 - (d) A member of the People Team may participate in these discussions if VARA/ Virgin Australia (as applicable) considers it appropriate that they do so.
- 16.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC. The FWC may deal with the dispute in two stages:

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute, and make a determination that is binding upon the parties. If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 16.5 While the parties are trying to resolve the dispute in a bona fide manner work will continue as normal unless a Pilot has a reasonable concern about an imminent risk to his or her health or safety. A party will not be prejudiced as to the final settlement by the continuation of work in accordance with this clause.
- 16.6 Subject to the provisions of this Agreement, this clause will have no application to matters involving flight standards, which will be dealt with in accordance with the Civil Aviation Safety Regulations (as amended or replaced).
- 16.7 The parties to the dispute agree to be bound by a decision of the FWC in accordance with this clause.

17. Access to Terms and Conditions of Employment

VARA will provide Pilots with access to their terms and conditions of employment, including access to a copy of this Agreement and to any human resources policies that are prepared from time to time.

18. Job Security

- 18.1 Unless agreed with the Unions party to this Agreement, there will be no wet leasing in or subcontracting out of flying performed by VARA Pilots to an entity outside of the Virgin Australia Group. Virgin Australia Group refers to Virgin Australia Airlines Pty Ltd, Virgin Australia International Holdings Pty Ltd and all related bodies corporate within the meaning of the *Corporations Act 2001* (Cth).
- 18.2 VARA Pilots operating the aircraft types being utilised by VARA at the time of commencement of this Agreement will be employed under the terms of this Agreement.

19. Probationary Period

- 19.1 Upon commencement of employment with VARA, a Pilot will be on probation for a maximum period of six (6) months.
- 19.2 The employment of a probationary Pilot may be terminated by the giving of two (2) weeks' written notice by either VARA or the Pilot, or the payment in lieu of notice (or a combination of both).
- 19.3 This clause only applies to the initial employment of Pilots who are not transferring from within the Virgin Australia Group. If a Pilot has transferred their employment to VARA from another company in the Virgin Australia Group, their employment at VARA is not subject to a probationary period. The one exception to this is if a Pilot has been employed for less than six (6) months by a company within the Virgin Australia Group before transferring to VARA. If that happens, then the Pilot's probationary period at VARA will be the difference between the period of time served at the other Virgin Australia Group Company and six (6) months.

20. Seniority

- 20.1 For the purposes of this clause, "Virgin Australia Group" means Australian based short haul (domestic and international), and regional operations (VAA and VARA) and not to any other business or company.

20.2 VARA Pilot's List

- (a) VARA has published a list of the Seniority of all VARA Pilots (known as the VARA Pilot's List) in accordance with the *Virgin Australia Regional Airlines Pilots' Enterprise Agreement 2015*.
- (b) The Pilots on the current VARA Pilot's List will not be re-ordered upon commencement of the operation of this Agreement.
- (c) Pilots who join the Virgin Australia Group will be added to the list in accordance with the order outlined in Appendix 3 – GDOJ List of the VA NB Agreement (as amended or replaced).
- (d) The VARA Pilots' List will at a minimum detail the following information:
 - (i) Name;
 - (ii) Date of joining;
 - (iii) Airline;
 - (iv) VARA Pilot's List number (detailing their position number on the VARA Pilot's List);
 - (v) Base;
 - (vi) Fleet;
 - (vii) Rank; and
 - (viii) End date for any type freeze.
- (e) Seniority as established through a Pilot's place on the VARA Pilot's List will govern all Pilots in the case of promotions, demotions, change in rank, Equipment Assignments, expansion or retraction, base transfers, and retention in the case of involuntary redundancies within VARA.
- (f) To avoid doubt, Pilots covered by this Agreement cannot be displaced by other pilots in the Virgin Australia Group because of relative position on the Pilots' List (e.g. a Pilot covered by this Agreement cannot be required to give up their existing position or base for a pilot under the VA NB Agreement because of relative position on the Pilots' List).
- (g) To be eligible for a command upgrade by progression, a Pilot not employed by VARA must be a current First Officer or Captain at a Virgin Australia Group airline and have satisfied the promotional criteria defined in the FOPPM.
- (h) The VARA Pilots' List will be available on the intranet and updated by VARA at least every three (3) months or as required.
- (i) Any concerns or disputes about the VARA Pilots' List are to be dealt with in accordance with clause 16 – Dispute Settlement Procedure.
- (j) If a VARA Pilot on the VARA Pilot's List transfers to a position on any other aircraft type within the Virgin Australia Group, they will retain their priority on the VARA Pilot's List. However, should a former VARA Pilot on the VARA Pilot's List successfully bid and be awarded a position within VARA from a position on any other aircraft type within the Virgin Australia Group, they will be subject to the following conditions:
 - (i) They will be frozen on aircraft type within VARA for five (5) years from the time the Pilot successfully completes the type rating test in the simulator. However, this does not preclude a First Officer from bidding for a command on the same aircraft type;
 - (ii) Upon commencement at VARA, the Pilot's salary will be in accordance with the Year 1 salary scale applicable to the aircraft type and rank as outlined in Appendix 2 – Annual Salaries, with annual service increments and pay increases thereafter determined by clause 10 and 65.1;
 - (iii) Should the Pilot fail to qualify, no right of return to the Pilot's previous position on the other aircraft type within the Virgin Australia Group will be available, and clause 48 – Failure to Qualify of this Agreement will apply; and
 - (iv) If the Pilot subsequently bids to another position on any other aircraft type within the Virgin Australia Group, they will lose their position on the VARA Pilot's List and their seniority will be determined by their place on the Virgin Australia Group Pilot's List.

- (v) An ATR Pilot who was an employee of VARA at the time of the ATR AOC Transfer to VAA in 2016 and who has remained on the ATR fleet, will not be deemed to have transferred to a position on another type under this clause 20.2(j).

20.3 Virgin Australia Group Pilot's List (GDOJ)

- (a) All VARA Pilots employed on or before 7 January 2014 were added to the Group Date of Joining List (GDOJ) with a date of joining of 1 January 2014. They were added to the GDOJ in the existing order on the VARA Pilot's List. They shall not be re-prioritised.
- (b) VARA Pilots employed between 7 January 2014 and 11 September 2015 were added to the GDOJ List with a date of joining the same as their VARA start date and in the existing order on the VARA Pilot's List. They shall not be re-prioritised.
- (c) All VARA Pilots employed after 11 September 2015 will have a position on the GDOJ List determined in accordance with Appendix 3 of the VA NB Agreement.
- (d) To facilitate the career progression of VARA Pilots to other positions within the Virgin Australia Group, VARA will release Pilots for this purpose. However, VARA will not be required to release more than 10% of Pilots from the F100 operations and 10% of Pilots from the Airbus operations in any rolling 12 month period to allow Pilots to take up a vacant position within the Virgin Australia Group as a result of their place on the Virgin Australia Group Pilot's List.
- (e) At its discretion, VARA may release more than the allocation of Pilots outlined in clause 20.3(d).
- (f) Any progression to a vacant position within the Virgin Australia Group pursuant to this clause will be subject to the successful completion by the Pilot of the applicable recruitment process for the vacant role applied for under the relevant enterprise agreement. This process may consider the Pilot's performance whilst employed by VARA.
- (g) To be eligible for a command upgrade by progression through the Virgin Australia Group Pilot's List, a Pilot must be a current First Officer and have satisfied the promotional criteria defined in the Virgin Australia A1 manual or the FOPPM.

21. Group Career Progression and Transfer Opportunities

- 21.1 VARA recognises that Pilots who join the Virgin Australia Group do so with an expectation of enjoying a career path within the Group, and in most cases, based on a commitment for the duration of their career.
- 21.2 Further, VARA recognises that Pilots' desired career path will generally involve aspirations including, but not limited to, advancement through the Pilot ranks, experience and advancement on one or more aircraft types and opportunity to work from one or more geographic locations and the pursuit of opportunities within the Virgin Group.
- 21.3 VARA supports career growth for Pilots and is committed to providing the above opportunities to all Pilots as closely aligned with individual preference as practicable and in accordance with this Agreement.
- 21.4 VARA will consult with Pilots and their representatives about the above opportunities available to the Pilot group, to maximise such opportunities and address any related issues (including any issues associated with a Group career progression system). VARA will consult with Pilots and their representatives about these matters via the WRC.
- 21.5 Consistent with the above, VARA seeks to encourage long term careers across the Virgin Australia Group. To this end, VARA will:
 - (i) Encourage Pilots to participate in their own career progression process by making applications for vacancies they are suited for (this does not preclude a Pilot who is not endorsed on a type from applying for a position on such type);
 - (ii) Advertise all Pilot vacancies internally;

- (iii) Other than in accordance with this Agreement, not engage/employ any direct entry Captains unless there are no applicants for a command vacancy from within the Group who meet the selection criteria.
- (iv) Ensure that the selection process is transparent;
- (v) Communicate the names of Pilots who have been successful in bids for transfers, command upgrades and base changes; and
- (vi) Provide feedback to candidates when requested and provide mechanisms for review of decisions via the Disputes Settlement Procedure in this Agreement.

21.6 In return, there is an expectation that Pilots will:

- (i) Take steps to ensure their own readiness for opportunities including where appropriate to seek out or participate in remedial or developmental training;
- (ii) Apply appropriately and participate in the selection process, including familiarising themselves with the selection process and the availability of vacancies;
- (iii) Meet any freeze requirements related to career moves; and
- (iv) Seek feedback on the outcome of recruitment or promotion decisions.

22. Promotions

22.1 General

Promotions within VARA, including temporary Equipment Assignments, shall be filled in accordance with clause 20 – Seniority, subject to the following:

- (a) the Pilots having gone through the career progression process set out in this clause;
- (b) they are deferred as a result of the Pilot not meeting the Company's promotional criteria;
- (c) any other limitations set out in this Agreement (for example, clause 44 – Freeze Periods, clause 70 – Endorsement Costs and Bonding, and clause 147 – Bond and Endorsement Arrangements); and
- (d) Where VARA advertises a temporary Equipment Assignment in accordance with this clause and no Pilot bids for that assignment, VARA may assign to that temporary Equipment Assignment the most junior Pilot who currently holds a permanent Equipment Assignment on that aircraft type.

22.2 Career Progression Process

The process that VARA will follow in order to offer career progression opportunities to Pilots is set out below.

(a) Step 1 – Resource Plan Update

- (i) At least twice a year, the resource plan will be updated and the projected flight crew resourcing requirements (specific numbers may not be included) over the following 12 months will be published to Pilots (Resource Plan Update).
- (ii) Additional Resource Plan Updates will be published whenever a planned change to the operating schedule would have a significant impact on crew members in any Pilot Resource Group.

(b) Step 2 – Bid Import

- (i) A bid import will be conducted 14 days after the Resource Plan Update to seek Pilots for the positions identified in the Resource Plan Update.
- (ii) Bid imports will then be conducted every calendar month to ensure that a Pilot's most current bid is considered when sourcing Pilots for any position.

- (iii) Additional positions arising from resignations, retirements or for any other reason can be filled at any time using the most recent bid import to identify Pilots for these positions.
 - (iv) The dates and times of the monthly bid imports carried out in accordance with clause 22.2(b)(ii) above will be advised to the Pilot group at least 14 days prior to the bid import.
 - (v) No later than 21 days following each bid import all Awarded positions will be published to the Pilot group. No further positions will be Awarded until the next bid import has been conducted.
 - (vi) Pilots who have been Awarded a position will continue to participate in the bid process and a Pilot's Awarded position bid may be improved (i.e. a higher bid preference Awarded) up to six (6) weeks from the commencement date of any training associated with the Awarded position. Positions are deemed to have been Awarded as of the date of the bid import from which the Pilots were selected.
 - (vii) If a Pilot refuses to accept an Awarded position, they will be subject to an 18 month administrative freeze which prevents them from participating in the Bid Import process. The administrative freeze may be waived at the discretion of VARA in exceptional circumstances.
 - (viii) The terms and conditions that apply to all bids will be stated on the bid form.
- (c) **Step 3 – Conduct an Initial Assessment**
- (i) Only those Pilots who bid for a position will be considered and assessed against the selection criteria for the position being sought. To be considered eligible for a position a Pilot must meet the selection criteria for that position as detailed in the relevant VARA or Virgin Australia manual.
 - (ii) A Pilot who is subject to a type, administrative or position freeze will be considered eligible for the vacancy if the freeze period will be completed before the Pilot commences the training course for the new position.
 - (iii) VARA will create a short list of Pilots who meet the selection criteria and who have the highest position on the VARA Pilot's List.
- (d) **Step 4 – Conduct Further Assessment**
- (i) VARA will then conduct a further assessment of those Pilots who are on the short list. This assessment will include an evaluation of each Pilot's performance in the areas of line operations and flight standards.
 - (ii) The Line Operations evaluation and a Standards evaluation will be conducted.
 - A. The Flight Operations Selection and Promotion Committee (VARA B737 Pilots) or the Flight Operations Safety Management Committee (VARA A320/ F100 Pilots) will then meet to consider the Line Operations and Standards assessment of each eligible Pilot.
 - B. VARA or Virgin Australia may also conduct interviews of those Pilots who have been considered during the initial assessment as part of the further assessment process. Pilots will be assessed as either suitable or not suitable. This assessment will be documented. Pilots will not be ranked in order of suitability.
- (e) **Step 5 – Decision and Written Notification**
- (i) The Pilot/s who is/are assessed as suitable will be Awarded the position and commence training in order of position on the VARA Pilot's List unless otherwise agreed with the individual Pilot.
 - (ii) Where VARA is unable to train in order of seniority due to resource constraints on other fleets where Pilots are transferring from, the WRC will be consulted about this issue. Additionally, any affected Pilots will be deemed to have commenced training in their new position at the time a Pilot who is less senior on the VARA Pilot's List or a Pilot

employed from outside the Group commences training, for the purpose of recognising service in order to progress to the next pay level. For the sake of clarity, Pilots who are subject to a freeze at the time a Pilot less senior on the VARA Pilot's List or from outside the Group commences training will not be considered affected Pilots.

- (iii) Candidates deemed unsuitable for command/ promotion opportunities will, on request, be advised in writing why they were assessed as unsuitable for the position. In this context, unsuitable Pilots are entitled to be provided with reasons why they were unsuitable in the recruitment process and information about what they need to address to improve their prospects of being suitable in the future. Unsuitable Pilots are also entitled to be provided with reasonable support and training to assist them address any deficiencies identified during the recruitment process.
- (f) **Step 6 – Publishing Results**
- (i) Awarded positions will be announced once positions have been filled. This may mean that results are published separately for different Resource Groups to allow for the backfilling of any consequential vacancies.
 - (ii) VARA may defer the commencement of training of a Pilot for up to and including 120 days (or longer subject to prior consultation with the Pilot).
 - (iii) When a Pilot's promotion in grade or status is deferred for any reason (other than the Pilot not satisfying the promotional criteria, failing to reach the required standard of flight proficiency, or not applying for a vacancy) and the Pilot is bypassed by a less senior Pilot, the Pilot will be paid from the date of that bypass the total remuneration the Pilot would have received had the Pilot not been bypassed. Bypass pay shall commence from the date of the less senior Pilot commencing to receive the rate of pay applicable to the promotional vacancy.
- (g) Any Pilot aggrieved by the above process (or decision) can request a meeting with relevant management to discuss their concerns. If the meeting fails to resolve the Pilot's concerns, they can progress that matter via the Disputes Settlement Process in this Agreement. Any election to progress those concerns must be made within 21 days of the meeting.

23. New Aircraft Types or Replacement of Existing Aircraft Types

23.1 For the purposes of this clause;

- (a) a new aircraft type is an aircraft type which has not been previously operated by VARA within the last 12 months (whether replacing existing fleet or not).
- (b) Replacement of existing aircraft types includes the introduction of a new aircraft type and/or additional fleet units of an existing type, which is deemed to be a replacement aircraft, that would otherwise result in involuntary redundancies among the Pilots on the existing aircraft type.

23.2 VARA shall give as much notice as possible to affected Pilots and their Unions of the introduction of a new aircraft type or replacement fleet.

- (a) Where possible, at least three (3) months prior to the date that a new or replacement type of aircraft is planned to operate in VARA's fleet, the WRC shall be convened to consult on an implementation plan and the terms and conditions of employment which will apply to Pilots operating the new aircraft type or replacement fleet.
- (b) Subject to the terms of this Agreement, Pilots operating any new or replacement aircraft types replacing existing fleets will be employed under the terms of this Agreement.
- (c) In the event of the introduction of a new or replacement aircraft type or the acquisition of a customer contract involving unique operation, the following will apply:
 - (i) Minimum experience requirements will be agreed with the WRC. Agreement of the WRC will not be unreasonably withheld.

- (ii) Subject to compliance with the requirements of this Agreement including those relating to clause 44 – Freeze Periods, clause 70 – Endorsement Costs and Bonding and clause 147 – Bond and Endorsement Arrangements, preference will be given to internal candidates currently employed by VARA to crew the new or replacement aircraft type; and
- (iii) If there are insufficient internal candidates qualified on type, VARA may engage Temporary Pilots to facilitate the introduction of new or replacement equipment employed on a fixed term/ task basis in accordance with this Agreement in order to facilitate the training of existing VARA Pilots on the new or replacement aircraft type.

24. Withdrawal or Reduction in Establishment of Aircraft Type

When there is a reduction of establishment on, or phase out or withdrawal of an aircraft type, the Pilot may be redeployed by being demoted to a classification attracting a lower remuneration. Should this occur, the Pilot will be given the following minimum notice of the transfer (or paid in lieu of any notice not provided):

Service	Notice
Less than 1 years' service	3 weeks
1 year to 3 years' service	6 weeks
More than 3 years' service	8 weeks

25. Loss of licence

25.1 VARA will provide a loss of licence benefit at no cost to the Pilot. The following minimum levels of benefit will apply (capped at \$600,000 per Pilot):

Age	Benefit
Less than 30 years	5 x annual base salary
30 to 44 years	4 x annual base salary
45 to 49 years	3 x annual base salary
50 years and over	2 x annual base salary

25.2 VARA will reimburse up to the amount detailed in Appendix 1 for the provision of a loss of licence benefit in lieu of the benefit above as follows:

- (a) if requested by the Pilot; or
- (b) for Pilots over 65 years of age.

25.3 Pilots may elect to have any reimbursement received in accordance with clause 25.2 paid into a complying superannuation fund. This is in addition to the superannuation contribution payable by VARA under clause 67 – Superannuation and clause 108 – Superannuation.

25.4 The Parties agree to consult to ensure the loss of licence coverage reflected in this Agreement is available at commercially viable rates, or to ensure viable alternatives are explored inclusive of but not limited to a further variation that provides reimbursements to Pilots to an agreed maximum defined premium amount.

PART B –PROVISIONS RELATING TO ALL VARA Pilots (OTHER THAN B737 PILOTS)

26. Management Pilots and Pilots in a Management Role

- 26.1 A Management Pilot will be given a Seniority date which is determined by their date of commencement of employment.
- 26.2 Management Pilots will only undertake flying/ simulator/ Training and Checking duties for the purposes of retaining currency and undertaking duties associated with being a Management Pilot.
- 26.3 Management Pilots may supplement capacity for a period of up to six (6) months following notification to the WRC. A period in excess of six (6) months may be permitted, provided it is reasonable and only following consultation with the WRC.
- 26.4 Management Pilots may undertake flying/ simulator/ Training and Checking duties beyond those detailed in clauses 26.2 and 26.3 by displacing a rostered Pilot in accordance with clause 71.
- 26.5 If a Management Pilot permanently relinquishes their position and becomes a Pilot employed under this Agreement in a line operations position, they will be allocated a position and Equipment Assignment that reflects their position on the Pilots List in accordance with the Seniority date as allocated in accordance with clause 20.2
- 26.6 Pilots in Management Roles are able to return to a line operations position as determined by their Seniority. Where this occurs, that Pilot will be bound by the terms and conditions of this Agreement, and will be allocated a position and Equipment Assignment that reflects their position on the Pilots List in accordance with Seniority.

27. CAO 48.1

Should it occur that VARA wishes to implement a customised Fatigue Risk Management System in accordance with CAO48.1 Appendix 7 (**FRMS**) into its operation, VARA will consult with the WRC. Where the FRMS has the potential to change provisions within this Agreement, the parties may agree to a facilitative agreement to introduce an FRMS and its terms provided the following conditions are satisfied:

- (a) the facilitative agreement is in writing and signed by the parties in Part A, clause 3 – Parties Bound; and
- (b) a majority of the Pilot group approve the facilitative agreement.

28. Types of Employment

Pilots may be employed on a full-time or part-time basis, or in accordance with clause 28.2– Temporary Pilots or 28.3 – Contract Pilots of this Agreement.

28.1 Part-time employment

- (a) VARA will make part-time employment available at a minimum of 5% per aircraft type of permanent full-time Pilots who are employed by VARA (inclusive of any existing part-time arrangements). However, the allocation of part-time positions between rank will be at VARA’s discretion having regard to the operational needs of the business.
- (b) A part-time Pilot will be engaged and rostered in accordance with one of the following options:

Part-time option	Working days	RDOs	Non-working days
60%	12 days per 28 day roster period	5 days per 28 day roster period	11 days per 28 day roster period

Part-time option	Working days	RDOs	Non-working days
80%	16 days per 28 day roster period	7 days per 28 day roster period	5 days per 28 day roster period

- (c) The days of the week which the Pilot will work will be determined by VARA, after consultation with the Pilot, with the aim of the Pilot working a regular and consistent pattern of work. Once the work days have been arranged they cannot be altered unless agreed by the Pilot and VARA. Where agreement cannot be reached, VARA may alter the days of the week that the Pilot will work on the giving of three (3) months' notice.
- (d) The work days for part-time Pilots will include all duty types performed by full-time Pilots, including Reserve days and overnights. VARA will make best endeavours to ensure duty types are equitably distributed to part-time Pilots.
- (e) Where a part-time Pilot elects to work on an RDO where requested by VARA, payment will be in accordance with Appendix 1 and the hourly Productivity Rate for each hour of the greater of scheduled or actual Flight Time with a minimum of four (4) hours.
- (f) VARA may request a part-time Pilot work on a non-working day which is not an RDO, but there is no requirement for a part-time Pilot to work on an RDO or a non-working day. Where the Pilot agrees to work on a non-working day, payment will be at the single time daily rate of pay.
- (g) VARA shall maintain a "Part-Time Pilot Waiting List" for those Pilots who have applied for a part-time position. A Pilot wishing to commence part time employment shall provide the request in writing to the Head of Flight Operations no less than three (3) months prior to the requested start time. Part time availability shall be on a first come first served basis, although preference will be given to Pilots with genuine family/ carer responsibilities (e.g. Pilots who are the primary carer of a child either under or of school age or someone who has a disability or illness). Subject to this, when a part-time position becomes available, the first Pilot on the list will be advised of the position becoming available. Where Pilots are deemed to have an equal need or have submitted applications at the same time, VARA will use Seniority to determine the allocation of part time positions.
- (h) The Pilot will have two (2) weeks to respond in writing as to whether they accept or reject the offer of part-time employment. A Pilot's failure to respond to an offer within the two week period will lead to forfeiture of the right to a part-time position and his/ her name will be moved to the bottom of the Part-Time Pilot Waiting List.
- (i) All part-time appointments will be for an initial period of up to 12 months. During this 12 month period, the Pilot may return to full-time work with at least eight (8) weeks' notice to VARA. The initial 12 month period will be exclusive of any period of full-time work performed at VARA's request as a result of operational requirements.
- (j) After the initial 12 months, a Pilot must return to a full-time position or apply for an extension of their part-time position for a further 12 month period in accordance with this clause.
- (k) A Pilot who is offered and accepts a command upgrade, a change in Equipment Assignment or a base transfer will be required to relinquish their part-time position, unless otherwise agreed with VARA, on the commencement of upgrade training or the date of the transfer.
- (l) A further part-time arrangement open to a Pilot in accordance with this clause is a Roster On – Roster Off (RO-RO) arrangement. A RO-RO arrangement is only available where a Pilot can identify another Pilot of the same rank, location and aircraft type on the "Part-Time Pilot Waiting List" who wishes to access RO-RO. At its discretion, VARA may require a Pilot to relinquish Check and Training duties whilst on RO-RO.
- (m) A part-time Pilot may agree to temporarily return to full-time employment at VARA's request to meet short term operational requirements.
- (n) The following general conditions apply to part time employment:
- (i) Flight Hours shall be on a pro-rata basis compared to an average full-time roster.

- (ii) Productivity in accordance with clause 68 – Productivity will be paid for hours exceeding a pro-rata threshold consistent with the part-time option percentage or arrangement applicable.
- (o) Part-time employees who are serving a bond for endorsement period will have their remaining bond period increased on a pro-rata basis.
- (p) All leave entitlements shall be accrued on a pro-rata basis proportionate to the hours worked, including annual leave credits.
- (q) Salaries for part time Pilots shall be paid a pro rata basis relative to the salary applicable to a full-time Pilot; although all other allowances shall be paid in accordance with this Agreement.
- (r) Employment under a RO-RO arrangement shall not break the continuity of service with VARA.
- (s) Initial ground school, simulator and line flight training will be performed on a full-time basis. Part time employment will commence at the start of the first full roster period after a satisfactory check to line.
- (t) Access to leave will take into account flight crew recency requirements under legislation.
- (u) RO-RO Pilots will receive 50% of the paid parental leave entitlements of full-time Pilots.
- (v) For each roster period, RO-RO Pilots will be entitled to the minimum number of RDOs as full-time Pilots, as specified in this Agreement.
- (w) Up to six (6) training days per Calendar Year may be rostered outside of the Pilot's normal rostered working days with a day in lieu (for each training day) provided at a mutually agreed time within that roster period.
- (x) This clause does not affect or alter any part-time arrangements in place at the time of commencement of this clause.

28.2 Temporary Pilots

- (a) Existing Pilots employed under this Agreement may be assigned on a fixed term or maximum period basis to support the introduction of new aircraft types, fleet growth or new customer contracts.
- (b) Pilots can only be assigned on a fixed term or maximum period basis under this clause for a total maximum period of 12 months (whether on one assignment or a series of rolling assignments) to facilitate the mobilisation of new aircraft types or additional aircraft while other VARA Pilots are being trained for that aircraft type.

28.3 Contract Pilots

- (a) Pilots from outside the Group may be engaged on a fixed term or maximum period basis to support the introduction of new aircraft types, fleet growth or new customer contracts.
- (b) Pilots engaged on a fixed term or maximum period basis under this clause can only be employed for a total maximum period of 12 months (whether on one contract or a series of rolling contracts) to facilitate the mobilisation of new aircraft types or additional aircraft while existing VARA Pilots are being trained for that aircraft type.
- (c) VARA will consult with the WRC prior to the appointment of Contract Pilots under this clause.

29. Duties of a Pilot

- 29.1 Pilots will carry out such duties as are within the limits of the Pilot's skill, competency and training, but not so as to promote deskilling.
- 29.2 Pilots while on duty will be required at all times to comply with relevant policies and procedures. Pilots are required to familiarise themselves with these policies and procedures, provided these policies have been promulgated by VARA to Pilots.

- 29.3 VARA is subject to applicable aviation authority requirements. To the extent to which they are able, Pilots are required to comply with applicable aviation authority requirements, as relevant to their role. Pilots are required in accordance with this Agreement to obtain, and keep valid and current at all times, all applicable licences, medicals, and qualifications which are required by VARA and/ or by CASA or other regulatory authority to enable Pilots to carry out their duties. VARA will make reasonable efforts to support Pilots in meeting the requirements of this clause.
- 29.4 A Pilot's duties may be varied from time to time in accordance with the provisions of this Agreement. The terms of any employment contract provided to the Pilot, whether upon commencement of employment or otherwise, must not contravene the terms of this Agreement.
- 29.5 Pilots will not be required to load or unload an aircraft or carry out daily inspections at a port where VARA Engineers are based and shall not be required to perform any duties other than operational duties associated with the preparation for and conduct of a flight and completion of statutory and VARA documentation in connection with a flight.
- 29.6 A Pilot shall not be required to operate into hostile or warlike areas but VARA may call for volunteers for such operations. Prior to commencing any operation to a hostile or warlike environment, the WRC shall meet to agree on suitable conditions for the operation to ensure the safety of the Pilots.

30. Exclusive service

- 30.1 Unless VARA gives its written consent, a Pilot cannot fly an aircraft for hire or reward except in the service of VARA.
- 30.2 A Pilot may fly privately provided this does not compromise in any way their ability to fly for VARA.

31. Orders to Pilots

- 31.1 Orders and instructions to Pilots shall normally be given or confirmed in writing.
- 31.2 If a Pilot requests, verbal instructions shall be confirmed in writing to the Pilot promptly by electronic message or otherwise after the verbal instructions are given.

32. Anti-Discrimination

- 32.1 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 applicable state and federal legislation.
- 32.2 In fulfilling its obligations, VARA will make every endeavour to ensure neither the Agreement provisions nor their operation is directly or indirectly discriminatory in their effects.

33. Uniforms

VARA will provide Pilots with uniforms which must be worn at all times whilst on duty and in accordance with policy and procedure, including the FOPPM. VARA will replace Pilot uniforms when necessary as a result of fair wear and tear.

34. ASIC

- 34.1 Pilots must maintain an Aviation Security Identification Card (ASIC) (or equivalent if replaced). Pilots accept that their employment may be terminated if they become ineligible to hold an ASIC as a consequence of their own conduct.
- 34.2 VARA will facilitate, administer and pay for the Pilot's ASIC renewal.

35. Portable Electronic Device

VARA may provide Pilots with a portable electronic device suitable for operational use (including flight deck and load control functions) and in order to access training and VARA operational documentation, and Pilots will use the portable electronic device for this purpose.

36. Passports and Visas

- 36.1 Pilots must maintain a current passport which is required to perform the role of a Pilot under this Agreement.
- 36.2 VARA will reimburse the cost of an "Ordinary Passport" as identified by the Australia Passport Office and the costs associated with vaccination expenses required by VARA for the Pilot to operate overseas as part of their employment following the provision of relevant supporting documentation (including receipts). If for the purposes of this clause a Pilot holds a passport issued by a country other than Australia (and not an Australian passport), the Pilot may claim reimbursement for passports costs up to the amount specified by the Passport Office for an "Ordinary Passport" issued by Australia.
- 36.3 Pilots must be eligible to obtain a visa which is required to perform the role of a Pilot under this Agreement.
- 36.4 VARA will administer and pay all costs associated with visas required by the Pilot to operate overseas as part of their employment. This does not include an obligation to reimburse the cost of a permanent residency application.

37. Transfer of Business

- (a) Where the business is transmitted from VARA (in this clause called the "transmittor") to another company (in this sub-clause called the "transmittee") and a Pilot, who at the time of such transmission was a VARA pilot, becomes a pilot employed by the transmittee:
- (i) the continuity of the employment of the Pilot shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the Pilot has had with VARA or any prior transmittor shall be deemed to be service of the Pilot with the transmittee.
- (b) In this clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance and assignment of succession whether by agreement or by operation of the law and "transmitted" has a corresponding meaning.

38. Travel

- 38.1 A Pilot (including his/ her dependents travelling at VARA's direction) travelling by air for work-related purposes will travel in firm Economy class seating on Virgin Australia Group aircraft or, where this is not available, a full-service air carrier.
- 38.2 VARA will consult with the WRC on proposed alternative full service airlines to be used for the purposes of this clause. On the day of operations and during a disruption recovery, VARA may use at their discretion a full service carrier without consultation.
- 38.3 Where a Pilot is travelling for work-related purposes (including with dependents) and the Pilot (and/ or their dependents) are off-loaded overnight, VARA will provide transport to and from the airport, Approved Accommodation, and meals on each such occasion for the Pilot (and/ or their dependents).
- 38.4 Where travelling for work-related purposes on Virgin Australia Group aircraft, a Pilot will be seated in an exit row or as close as possible to the front of the aircraft in an aisle or window seat. VARA will ensure that Pilot's seating allocation is completed as soon as practicable after each roster is published. Seating will be based on availability at the time of seat allocation without displacing or otherwise moving any customers who have already booked or been allocated a particular seat or seats.

38.5 International Travel

- (a) For the purposes of this clause, "travel time" means a period commencing two (2) hours before flight departure time and finishing one (1) hour after flight arrival time, including all time spent on the ground during connecting flights. All domestic sectors will be counted

- towards travel time where they are associated with travelling to and from an international destination. However, where the first sector in any travel to an international destination is a domestic sector, travel time will commence from one (1) hour before departure.
- (b) Unless otherwise agreed with the Pilot, international travel will be booked on direct flights where possible from and to the Pilot's Home Base.
 - (c) Pilots will ordinarily be booked to travel between 6.00am to 10.00pm local time at the point of departure. Flights for international travel between 10.00pm and 6.00am at the local time of departure will only be booked when no other options are available.
 - (d) If the travel time exceeds 14 hours, the Pilot will be able to access a Layover in an intermediate port. When a Layover is provided:
 - (i) It will be the first opportunity after the Pilot has exceeded ten (10) hours travel time;
 - (ii) The Pilot will be paid all applicable allowances for the Layover; and
 - (iii) The Pilot will be provided with Approved Accommodation while on the Layover.
 - (e) The following applies where a Pilot is travelling internationally for the purposes of simulator duties and/ or flight training requirements:
 - (i) Where the total travel time is less than or equal to nine (9) hours, a Pilot will be rostered a minimum time free of duty prior to their next Duty Period of 20 hours.
 - (ii) Where the total travel time exceeds nine (9) hours or involves international travel between 10.00pm and 6.00am at the local time of departure, a Pilot will be rostered a minimum time free of duty prior to their next Duty Period of the greater of 30 hours or the minimum rest periods for time zone changes outlined in Appendix 4.
 - (f) The provisions of this clause can be changed by agreement between VARA and the Unions, or between VARA and an individual Pilot.
 - (g) In lieu of the provisions of this clause 38.5 – International Travel, VARA may at its discretion choose to book the Pilot confirmed Business Class on a full-service carrier.

39. Contacting Pilots

- 39.1 Pilots shall advise VARA of at least one contact telephone number (preferably a mobile telephone number) at which they will be available when required, together with a residential address.
- 39.2 Within reason, Pilots should be contactable by telephone. Other than by way of passive contact, Pilots will not be contacted within a mandatory rest period following a duty. VARA will have regard to the Pilot's need for undisturbed rest when contacting Pilots preceding a duty.
- 39.3 For the purposes of this clause, passive contact means any form of contact other than a telephone call, and may include email, SMS, electronic messaging, mobile app or a non-verbal hotel message (such as note under the door).
- 39.4 Unnecessary contact on a RDO, CAORP or an approved annual leave day is to be avoided. VARA will not ordinarily contact a Pilot during a RDO, CAORP or annual leave except by passive contact unless that Pilot has elected to nominate to be contactable on those days.
- 39.5 Pilots who are on Reserve are required to be promptly contactable during the Reserve Period.

40. Indemnity

- 40.1 In the event of any person (including VARA) making any claim against a Pilot or the estate or any other legal personal representative of a Pilot (collectively referred to as the "Pilot") in respect of personal injury, property damage, economic loss, or any other infringement of any right or any other loss or damage whatsoever, which injury, infringement, loss or damage is alleged to have occurred or have been suffered or incurred as a result of any act, event or omission or any other cause whatsoever occurring during the course of, or arising out of, or in any manner connected with, the Pilot's employment (other than a criminal act) VARA shall, to the extent permitted by law:

- (a) Completely indemnify the Pilot and hold the Pilot safe and harmless in respect of any such claim.
 - (b) Take-over on the Pilot's behalf the conduct of the defence of any such claim and bear all of the costs and expenses in respect thereof and indemnify the Pilot and hold the Pilot safe and harmless in respect of such costs and expenses.
- 40.2 When a Pilot is required to act as a witness for another pilot or group of Pilots, give such Pilot a free period of duty for a time sufficient for him or her to prepare for and appear as such witness, provided that in so doing consideration is given to the operational requirements of VARA. Pilots appearing as witnesses shall be paid the same rate as their normal flying duties and be provided with space available travel on Virgin Australia aircraft to and from any location required for this purpose.
- 40.3 Whilst on duty, locally or overseas, VARA will provide the best available legal counsel and defence for any action brought against a Pilot whilst legitimately conducting their work duties in accordance with statutory or VARA requirements.
- 40.4 Should a Pilot be incarcerated during the above circumstances then that Pilot shall remain on full pay until release and return to duties.

41. Accommodation

- 41.1 VARA will provide Approved Accommodation at VARA's expense for Pilots on a Layover or where there is a scheduled or anticipated period on the ground of greater than four (4) hours associated with a Flight Duty in accordance with the Approved Accommodation List.
- 41.2 The standard of accommodation provided will be appropriate having regard to the need to provide Pilots with safe, comfortable, adequate and uninterrupted rest and comprise the following minimum conditions:
- (a) Quiet and free from factors which may reduce adequate rest;
 - (b) A separate room for each Pilot, with a private bathroom;
 - (c) Access to adequate food during rest periods on site;
 - (d) Ability to adequately control room temperature through air conditioning or heating, as required; and
 - (e) Ability to adequately control room light (block out curtains).
- 41.3 Where the Approved Accommodation outlined in clause 41.2 is not available on a Layover, VARA shall provide the best accommodation available in the area. If this best available accommodation falls below the minimum standard of accommodation outlined in clause 41.2, the Pilot is entitled to be paid the Hard Lying Allowance outlined in Appendix 1 – Allowances. For this purpose one Hard Lying Allowance will be applicable per Layover.
- 41.4 Where no single accommodation cannot or has not been provided on any Layover, the Pilot is entitled to be paid the No Single Accommodation Allowance outlined in Appendix 1 – Allowances.
- 41.5 The mandatory items in the minimum standard of accommodation outlined in clause 41.2 can be waived or varied for particular accommodation by agreement of the WRC.
- 41.6 Any changes to the Approved Accommodation List to reflect new ports or accommodation providers will be agreed with the WRC. Approval of the changes to the Approved Accommodation List will not be unreasonably withheld by the WRC. The current Approved Accommodation List for Pilots will be published and made available to the Pilot group.
- 41.7 It may occur that accommodation used during urgent unscheduled overnights associated with service disruptions or non-scheduled charters is not on the Approved Accommodation List. In these circumstances, the available accommodation will seek to meet the requirements outlined in clause 41.2 if the available accommodation falls below the minimum standard of accommodation outlined in clause 41.2, the Pilot is entitled to be paid the Hard Lying Allowance outlined in Appendix 1 – Allowances. For this purpose one hard lying allowance will be applicable per Layover.

42. Rest Facilities

42.1 Rest facilities at Bases

VARA will provide rest facilities for Pilots at all Bases. VARA will provide the following facilities at Bases:

- (a) Air-conditioning with heating or cooling as required;
- (b) Comfortable seating free of excessive noise;
- (c) Facilities suitable for eating and writing;
- (d) Telephone;
- (e) SALPA and Union notice board and one filing cabinet; and
- (f) Access to adequate food during rest periods, or food facilities on site or nearby.

These facilities will preferably be in close proximity to the airport.

42.2 Rest facilities other than at Bases

- (a) Where during a Flight Duty Period there is a period of four (4) hours or more between successive flights, the standard of accommodation specified in clause 41.2, 41.3, and 41.4 will be provided.
- (b) Where during a Flight Duty Period, the period on the ground is greater than two (2) hours but less than four (4) hours, adequate Pilot rest facilities, as appropriate to the area, which provide for the following will be provided:
 - (i) Air-conditioning with cooling or heating as required;
 - (ii) Comfortable seating free of excessive noise;
 - (iii) Access to adequate food during rest periods, or food facilities on site or nearby;
 - (iv) Where available and accessible on a reasonable basis, a room not accessible by the public.
- (c) These facilities shall preferably be in close proximity to the airport. In the event that the particular location means that the provision of the rest facilities in clause 42.2(b) is not possible within the time period available on the ground, one Hard Lying Allowance will be payable. In locations where conventional rest facilities are not available the provision of transportable rest facilities which include the facilities outlined above will satisfy the requirements of this clause.

43. Transport

- 43.1 Where the Pilot is away from their Home Base, VARA will provide the Pilot at VARA's expense with suitable transport between the airport and the VARA-provided accommodation after and before duty. Any such transport will be air conditioned and comply with road safety requirements.
- 43.2 In special circumstances by agreement with VARA, the Pilot may be paid an agreed amount to cover the costs of transportation between the airport and the VARA-provided accommodation.
- 43.3 Where a Pilot in the course of their employment is required by VARA to undertake any local travel by means of using taxi cabs or public transport, the Pilot may elect to pay their fares en route and will be reimbursed by VARA for all reasonable expenses incurred by the Pilot in such travel.

44. Freeze Periods

- 44.1 A Pilot upon initial engagement shall be frozen on aircraft type for the first three (3) years of their employment. However, this does not preclude a First Officer from bidding for a command on the same aircraft type. This freeze period commences from the time the Pilot successfully completes the type rating test in the simulator.

- 44.2 A Pilot who successfully bids for and is awarded a change in aircraft type shall be frozen on aircraft type for three (3) years from the time the Pilot successfully completes the type rating test in the simulator. However, this does not preclude the First Officer from bidding for a command on the same aircraft type.
- 44.3 If VARA requests a Pilot to remain on a current aircraft type and/ or status/ rank for operational reasons and the Pilot agrees, then the Pilot will be paid appropriate bypass pay and any subsequent freeze period on the next aircraft type assignment will be reduced by an equivalent period of time. However, other than in these circumstances, a Pilot who is frozen on aircraft type under this clause is not entitled to bypass pay.
- 44.4 In special circumstances, VARA may at its discretion release a Pilot from his or her freeze on aircraft type.
- 44.5 For clarity, a Pilot who is frozen on aircraft type under this clause will not be prevented from submitting a bid for a base transfer on the same aircraft type.

45. Loss of Licence on Medical Grounds

- 45.1 A Pilot (other than a fixed term/ task Pilot) whose employment has terminated due to a loss of a Class 1 Medical Certificate will have a right to re-employment for a period of three (3) years from the date of the loss of the Medical Certificate in accordance with this clause.
- 45.2 Where the Pilot subsequently regains a Class 1 medical certificate to make the Pilot eligible for re-employment within the three (3) year period:
- (a) VARA will only be required to offer re-employment where a vacancy exists;
 - (b) VARA will provide the Pilot with the necessary training required to regain the endorsements and ratings required for re-employment;
 - (c) The requirement is for VARA to offer the Pilot employment in an available vacancy, which may not necessarily be at the same rank and remuneration of the position which the Pilot previously occupied prior to the date of the loss of the Medical Certificate;
 - (d) Once re-employed, the Pilot will retain their original position on the Pilot's List as held at the date of the loss of the Medical Certificate;
 - (e) The Pilot's freeze period will be suspended during the period of non-employment and will resume upon re-commencement of employment. The Pilot will not be subject to a new freeze period under clause 44 – Freeze Periods and clause 70 – Endorsement Costs and Bonding; and
 - (f) Should the Pilot reject an offer of re-employment in their previous position (rank and type) and at their Home Base, the obligation under this clause will cease.

It is incumbent upon the Pilot to keep VARA advised of their current address for this purpose.

46. Transfers

- 46.1 VARA operates throughout Australia and overseas. To facilitate expansion or changes to operations, VARA may request Pilots to transfer to a new base permanently or temporarily at VARA's expense in accordance with this clause.
- 46.2 Prior to opening any new bases, VARA will consult with the WRC about any specific terms and conditions of employment (if any) which may be applicable to the new bases.
- 46.3 The transfer of Pilots between bases shall be in accordance with Seniority as per clause 20 – Seniority.
- 46.4 **Temporary transfers**
- (a) "Temporary Transfer" means the transfer of a Pilot from the Pilot's Home Base to another base for a period of time not less than six (6) days and not more than 180 days.

- (b) A Pilot who is to be temporarily transferred shall be notified in writing as soon as possible in advance, but (unless agreed with the Pilot) no less than seven (7) days prior to their scheduled departure from their Home Base to commence such transfer.
- (c) A Pilot on Temporary Transfer will be provided with accommodation, transport and allowances consistent with a Layover. If the transfer is for more than 28 days the Pilot may elect to find alternative accommodation at VARA's expense by agreement with VARA.
- (d) For unusual conditions or conditions not covered in this Agreement, the Pilot may raise for consideration by VARA at any time the terms of their Temporary Transfer.
- (e) Upon Temporary Transfer a Pilot will be provided three (3) additional rostered days either side of the period for the purpose of travelling to and from the location of transfer.
- (f) If a Pilot on assignment away from Home Base is not required for duty on any Rostered Duty day, such day shall not be deemed to be an RDO for the purposes of clause 57.5.
- (g) Where a Pilot is assigned a Temporary Transfer for a period in excess of 28 days during which the Pilot has not returned to their Home Base, VARA will provide travel for the Pilot's spouse and each of their dependent children to join the Pilot. Where agreed alternative accommodation has not been found within 28 days of the commencement of the Temporary Transfer, and provided the unexpired period of the transfer is at least a further 28 days away, the spouse and each of the Pilot's dependent children shall be entitled to travel and accommodation at VARA's expense.
- (h) If a Pilot on Temporary Transfer encounters special or unforeseen circumstances affecting the adequacy of either their expense arrangements or the terms of their transfer, the Pilot shall be allowed additional expenses subject to the approval by VARA, and either the Pilot or VARA may raise for attention any inadequacy of terms of the transfer.

46.5 Permanent Transfers

- (a) "Permanent Transfer" means the movement of a Pilot from one Home Base to another Home Base for a period in excess of 180 days.
- (b) A Pilot will be given at least 42 days written notice by VARA of an intended Permanent Transfer provided that within this period the Pilot shall be given at least 14 days written notice of the actual date of transfer. VARA will endeavour to give longer periods of notice where possible.
- (c) Where a Permanent Transfer occurs, the Pilot will be entitled to access:
 - (i) VARA-provided accommodation for a period of up to two (2) weeks (or longer by agreement with VARA) until the Pilot has obtained suitable permanent accommodation. The Pilot may negotiate alternative arrangements by agreement with VARA;
 - (ii) Payment in advance for all reasonable expenses incurred by the Pilot for the removal of themselves, their spouse and their dependent children under 21 years of age and their furniture, possessions and personal effects. Where special circumstances arise, Pilots may be allowed additional expenses subject to approval by VARA;
 - (iii) Within 14 days after arrival at the new Home Base, such period of time as required up to a maximum of five (5) days free of all duty (inclusive of rostered days off) to attend to personal matters arising from being so transferred.
 - (iv) Where special circumstances arise, Pilots may be allowed additional expenses subject to the approval of VARA.
- (d) Where a Pilot bids for and is granted a position in another Home Base, this clause will not apply and the Pilot will pay for the Pilot's own relocation expenses.

47. Training and Checking

- 47.1 VARA is responsible for arranging facilities to enable Pilots to reach and maintain proficiency in its training programs as required from time to time.

- 47.2 Subject to clause 44 – Freeze Periods and clause 70 – Endorsement Costs and Bonding, where VARA requires a Pilot to complete an Instrument Rating, Type Qualification or Command Transition Training Program, VARA shall pay all costs associated with obtaining and maintaining such rating or endorsement and the Pilot will not be required to undergo such training in their own time.
- 47.3 Following completion of a proficiency check, VARA will ensure that the Pilot is informed of their check result as soon as possible following the check. The Pilot shall sign a pass/ fail form. This signature is an acknowledgement that the Pilot has read the pass/fail form and does not constitute agreement with the check outcome.
- 47.4 If a Pilot has concerns with the training regime or the Pilot's progress then these concerns must be raised with the Manager Flight Standards and Training as soon as possible and prior to the completion of the training.
- 47.5 A Standards Review of a Pilot is implemented in accordance with the conditions and processes detailed in VARA Training and Checking Manual (as amended). When a Pilot is subject to Standards Review, VARA will notify the Pilot in writing detailing the reasons why the Pilot is subject to a Standards Review.
- 47.6 Training for Pilots who are successful bidders will be conducted in order of Seniority.

48. Failure to Qualify

- 48.1 This clause applies to any check associated with a type rating or command upgrade.
- 48.2 Subject to this clause, a Pilot who fails his or her first opportunity to qualify during type rating or command training is entitled to a second attempt.
- 48.3 Roster changes (outside the limitations of this Agreement) required to facilitate the Pilot's retraining and recheck may be completed in consultation with the Pilot but without financial penalty to VARA. Should this occur, the affected Pilot will still receive the minimum RDOs per roster as required by this Agreement.
- 48.4 The Pilot is entitled to a period of retraining prior to undertaking a second proficiency check.
- 48.5 The Pilot may elect to have the proficiency check associated with the second opportunity to qualify carried out with a different Check Captain. If the Pilot is successful in the second proficiency check, the Pilot will be awarded the Equipment Assignment. A Pilot who fails his/ her second opportunity to qualify during type qualification or command training is deemed to have failed to qualify and will lose the Equipment Assignment unless a further opportunity is provided at the discretion of the Head of Flight Operations.
- 48.6 A Pilot who has failed to qualify will revert to such lesser-rated equipment or status for which the Pilot was qualified as appropriate.
- 48.7 A Pilot who fails a second check may, at the Head of Flight Operations' discretion, re-apply once when VARA again advertises vacancies for the assignment on the equipment on which the Pilot failed.
- 48.8 Where the change to a lesser-rated Equipment Assignment attracts a lower salary, the Pilot shall be paid the lower salary from the date of failure to qualify.
- 48.9 Where no lesser rated Equipment Assignment is available the Pilot's employment may be terminated.
- 48.10 If a Pilot fails to qualify and reverts to a lessor rated equipment or status, the Pilot will have two opportunities to qualify for the lessor rated equipment or status.
- 48.11 If the Pilot subsequently fails to qualify on the lesser-rated equipment or status, then the Pilot is deemed to have failed to qualify on the lesser rated equipment or status and his/her employment may be terminated.
- 48.12 A Pilot undergoing command training who fails to qualify on the first proficiency check (simulator or check to line), may decide to discontinue the Pilot's training and re-apply for the Equipment Assignment at a later time. Should the Pilot elect to continue with remedial training and

subsequently decide to discontinue the Pilot's training, this will constitute as a second failure to qualify and any further opportunities are at the discretion of the Head of Flight Operations.

49. Failure to Maintain Standard

- 49.1 If during a cyclic check (proficiency or instrument rating test), a Pilot is assessed as unsatisfactory, then the Pilot is deemed to have failed to maintain standard.
- 49.2 The Pilot is entitled to a period of training prior to being re-checked.
- 49.3 The Pilot may elect to have this re-check conducted by a different Check Captain.
- 49.4 If the Pilot fails the re-check, he/she is deemed to have failed to maintain standard and will revert to such lesser-rated equipment or status for which the Pilot can qualify. The lesser-rated equipment or status will be agreed between VARA and the Pilot.
- 49.5 In qualifying on the lesser-rated equipment or status the process as defined in clause 48 – Failure to Qualify will apply.
- 49.6 If the Pilot fails to qualify on the lesser rated equipment or status, the Pilot's employment may be terminated.
- 49.7 Roster changes (outside the limitations of this Agreement) required to facilitate the Pilot's retraining and recheck may be completed in consultation with the Pilot but without financial penalty to VARA. Should this occur, the affected Pilot will still receive the minimum RDOs per roster as required by this Agreement.

50. Secondment

- 50.1 VARA may provide an opportunity for Pilots to be seconded to other airlines. Secondment may be to partner airlines, other Virgin airlines, Virgin Australia Group airlines, or any other airlines as circumstances may allow.
- 50.2 If VARA can provide opportunities for secondment, with agreement of the WRC, pilots from other airlines may be given an opportunity to operate VARA aircraft.
- 50.3 The positions referred to in clause 50.2 may be awarded without adherence to Seniority, but shall be for fixed term or task periods. Any positions filled at VARA in this way shall not exceed the number of VARA Pilots that are on secondment at any given time, and have reference to the length of the secondment.
- 50.4 VARA and the WRC will agree on guidelines for the implementation of secondment opportunities, including but not limited to the proposed location, length and duration of secondment, and use of fixed term/ task pilots on secondment to VARA.

51. Hours of Work

VARA operates in a 24 hours, 7 days a week industry. Subject to the requirements of this Agreement and the National Employment Standards, Pilots must be ready, willing and able to work, on appropriate and reasonable notice, within a 24/7 roster, including night- and day operations on any day or combination of days, including Saturdays, Sundays and Public Holidays.

52. Rosters

- 52.1 A roster period will be a nominated 28 day period. Rosters will be prepared and be available at least fourteen (14) days before the first day of the relevant roster period.
- 52.2 VARA will provide Pilots with a list of projected roster periods and start and finish dates, bid closing dates and roster publication dates.
- 52.3 Each roster will specify the Pilot's flight duties, RDOs, Blank Days, Duty days and Duty Periods, Reserve Periods, periods free of duty, training and checking duties, ground duties, any leave periods. A roster may only contain the days and duties defined in Appendix 3 – Roster Codes of this Agreement, unless otherwise agreed with the WRC.

- 52.4 A Pilot's roster will be available electronically on Crewnet (or equivalent).
- 52.5 The original roster at the time of issue will be provided to a member of the WRC on request. The WRC will be given an opportunity to review rosters to suggest changes (if any) for future rosters.

53. Preferential Bidding System

- 53.1 VARA will maintain an automated Preferential Bidding System, which will include at a minimum the ability for Pilots to bid for days off, shifts (morning or afternoon), overnights, RDOs, and reserve.
- 53.2 The Preferential Bidding System will be reviewed by the WRC at least twice per year to analyse the success rate of bids and review the parameters of the system.

54. Rostering Reserves

Where VARA has short term surplus in Pilot numbers on any fleet over and above the minimum Pilot establishment numbers, VARA will consult with the WRC to determine how surplus Pilots will be rostered to either annual leave, CAORPs or Reserve duties.

55. Blank Days

At its discretion, VARA may roster Blank Days in any roster period. A Pilot is not required to be contactable on a Blank Day, and may work on a Blank Day by agreement only.

56. Applicability of the Exemption Duty Limits

- 56.1 The Duty Time, Reserve time and Flight Time limitations of Pilots will not exceed the provisions of the current Exemption or such other industry standard as defined by CASA, or a new Fatigue Risk Management System approved by CASA and agreed between the parties to this Agreement.
- 56.2 Where a provision of this Agreement is more beneficial to Pilots than the Exemption or such other industry standard as defined by CASA, this Agreement will apply.

57. Provisions Applicable Prior to Issuing the Roster

- 57.1 Maximum Duty Times are as per CAO48 Exemption Roster Limits, paragraph 3.1.1, as amended or replaced by CAO48.1 Appendix 2 or a new Fatigue Risk Management System approved by CASA and agreed between the parties to this Agreement.
- 57.2 A maximum Reserve Period of 12 hours may be rostered. VARA will specify Reserve Period commencement and finishing times.
- 57.3 A maximum of two (2) consecutive days may be rostered with a Sign On time of 0500 or earlier local time. Once in any rolling 28 day period three (3) consecutive days may be rostered with a Sign On time of 0500 or earlier local time.
- 57.4 In any 28-day roster a Pilot will be free of duty for four (4) blocks of two (2) RDOs or three (3) blocks of two (2) RDOs and three (3) single RDOs. Subject to clause 57.10, if required, RDO pairs can be split further, provided an additional RDO is assigned for each split pair.
- 57.5 A single RDO means a day that a Pilot shall be free of duty at the Pilot's Home Base (or base to which the Pilot has been temporarily transferred) for a period of not less than 40 consecutive hours commencing the day preceding and ending the day after such calendar day.
- 57.6 Where there is a requirement for more than one RDO, a Pilot shall be free of duty at Home Base (or base to which the Pilot has been temporarily transferred) for a period of not less than 64 consecutive hours commencing the day preceding and ending the day after the required number of consecutive calendar days.
- 57.7 Where more than two RDOs are rostered consecutively the time free of duty will be a minimum of 64 hours for the first two (2) RDOs with an additional 24 hours free of duty for each following RDO.

- 57.8 The provision of RDOs associated with annual leave pursuant to clause 82.2 (regardless of distribution) will total at least 64 hours and always provide the following:
- (a) Sign Off no later than 1400 on the last day prior to annual leave or RDOs associated with annual leave; and
 - (b) Sign On not before 0800 after annual leave or RDOs associated with annual leave.
- 57.9 A Pilot will not be rostered for more than five (5) consecutive days without an RDO, except that once in any rolling 15 day period, VARA may roster the Pilot for up to six (6) consecutive days, provided a paired RDO is rostered immediately after the six (6) consecutive days.
- 57.10 In any 28 day roster period a Pilot shall have at least one weekend (i.e. a Saturday and a Sunday) free of all duty. This shall include the period of 1800 local time Friday to 0800 local time on the following Monday.
- 57.11 No Reserve Period shall be rostered immediately before or immediately after a Duty Period.
- 57.12 For the purpose of rostering, a Flight Duty Period shall commence at least one (1) hour prior to the scheduled departure time to at least 15 minutes after the scheduled arrival time.
- 57.13 Flights for the purpose of Training and Checking may be carried out at either the commencement or during a rostered Tour of Duty, but such flight will not be carried out following a rostered Tour of Duty.
- 57.14 A Pilot will be rostered two (2) hours duty each quarter to complete online training required by VARA.
- 57.15 No flights for the purpose of Checking shall be rostered within 14 days of a Pilot returning from leave, unless licence or rating validity is affected.
- 57.16 The cumulative Flight Time limit will be a maximum of 50 hours in any 14 day period.
- 57.17 Split duty as detailed in the Exemption shall only apply at outports and not at Home Base.
- 57.18 When a Pilot is on annual leave for part of the roster, the Pilot's Flight Hours for the remainder of that roster shall be proportional to the average published full roster.
- 57.19 Where a Pilot is undergoing endorsement training away from Home Base, the required days off in each roster period may be rostered at the location where the training is being conducted.
- 57.20 The minimum rostered time free of duty prior to a Flight Duty Period at Home Base shall not be less than twelve (12) hours or the relevant CAO limitation where it is greater than twelve (12) hours.
- 57.21 Subject to clause 61.7, the minimum rostered time free of duty prior to a Reserve Period shall be no less than ten (10) hours.
- 57.22 The minimum rostered time free of duty between Duty Periods away from Home Base shall not be less than ten (10) hours or the relevant CAO limitation where it is greater than ten (10) hours.
- 57.23 Unless otherwise agreed to by an individual Pilot, the company shall not roster more than four (4) overnights in any fourteen (14) day period. This paragraph 57.23 does not apply to Check Captains and Pilots undertaking training.

58. Rules Applicable after the Roster has been Published: General Rules

- 58.1 Other than by consent of the Pilot, changes may be made by VARA to the roster after it has been issued only in accordance with this clause or as specified in clauses 59 – Changes Other Than On The Local Day Of Operations, 60 – Changes on the Local Day of Operations and 61 – Allocated Duty from Reserve.
- 58.2 A Pilot may be placed on Displaced Reserve as a consequence of operational requirements. For this purpose, "operational requirements" means disruptions to service, schedule changes, checking and training, flight cancellation, or the Pilot having insufficient hours to complete a flight.
- 58.3 A Pilot shall not be required to work on a RDO. In the event of unforeseen circumstances, VARA may request a Pilot to work on a RDO and, if a Pilot agrees to work, he/she will be paid the

appropriate RDO Payment specified in Appendix 1 and the hourly Productivity Rate for each hour of the greater of scheduled or actual Flight Time with a minimum of four (4) hours.

- 58.4 In reference to the originally published roster, whenever a Duty Period, once commenced, extends so as to infringe a rostered RDO inside the minimum periods defined by clause 57.5, the Pilot shall be entitled to the RDO Payment specified in Appendix 1 – Allowances. In addition, whenever the duty extends beyond midnight into the calendar day of the RDO, based on the Local Day of Operation (as defined), the Pilot will be paid the hourly Productivity Rate for each hour the duty extends beyond midnight with a minimum of four (4) hours. In these circumstances, a separate payment under clause 58.3 will not be payable.
- 58.5 If VARA requests that a Pilot change a duty, and the duty to be assigned would infringe their RDO, the Pilot may:
- (a) Reject the duty; or
 - (b) Accept the duty in which case the appropriate RDO Payment specified in Appendix 1 and the hourly Productivity Rate for each hour of the greater of scheduled or actual Flight Time with a minimum of four (4) hours will apply, and the duty or Reserve following the RDO(s) remaining as originally rostered; or
 - (c) accept the duty without the payments as listed in sub-paragraph 58.5(b) above, and allow the start time only of the duty or Reserve following the RDO(s) to be delayed so as to maintain the minimum 40/64 hour rest period.
- 58.6 If a Pilot is asked to do a duty whilst on multiple RDOs, and the duty if accepted would impinge more than one RDO period, the Pilot may:
- (a) accept VARA's offer to work on the RDO with the understanding that an additional RDO payment will only be given if the duty extends into the next calendar day; or
 - (b) reject the duty.
- 58.7 If in a roster period a Pilot infringes their rostered weekend off (1800 Friday to 0800 Monday), VARA will give the Pilot the following options:
- (a) roster two dedicated weekends off in the next roster to be published; or
 - (b) receive an RDO Payment, however this will not result in an additional RDO Payment if the duty change also infringes the 64 hours for the two RDOs.

59. Changes other than on the Local Day of Operations

- 59.1 All changes to the roster shall be wholly contained within a buffer period defined by two (2) hours either side of the original Rostered Duty, unless otherwise agreed with the Pilot. This clause does not apply to Rostered Reserve Periods.
- 59.2 Where a Pilot was Rostered Reserve, allocated a duty and the duty subsequently changes, then all changes shall be within a buffer period defined by two (2) hours either side of the first allocated duty and not the Rostered Reserve Period. Pilot approval will be required for the subsequently assigned duty to fall outside the two-hour buffer and, where this occurs, all duty outside the two hour buffer will be paid at the applicable Outside Buffer Rate.

60. Changes on the Local Day of Operations

- 60.1 Changes shall be implemented according to the Exemption. As per clause 59 – Changes other than on the Local Day of Operations above, all duty beyond the two (2) hour buffer shall be paid at the applicable Outside Buffer Rate.
- 60.2 Should the Flight Duty extension exceed the roster limits per the Exemption, and the Pilot is transiting through Home Base, VARA will implement a crew change if requested by the Pilot(s).
- 60.3 Where a duty is extended (e.g. as a result of an operational delay) following Sign On of the duty, the minimum time free of duty at Home Base following the duty can be reduced to ten (10) hours, or the relevant CAO limitation if it is greater than ten (10) hours.

61. Allocated Duty from Reserve

- 61.1 A duty may be allocated to a Pilot's roster when he/she is on a Reserve Period in accordance with the provisions of this clause.
- 61.2 A Pilot on Reserve must be contactable during a Reserve Period and will report for the allocated duty no later than two (2) hours after being contacted.
- 61.3 Other than on the local day of operations, a Pilot may be allocated a duty from a Rostered Reserve Period with a Sign On time at or after the beginning of the Rostered Reserve Period.
- 61.4 In addition to clause 61.3, a Pilot on Displaced Reserve will not be required to sign-off outside of the start and finish times of the Displaced Reserve Period.
- 61.5 VARA must ensure allocated duties from Reserve are acknowledged by the Pilot. Acknowledgement can be either verbally over the phone, by clicking 'accept' to duty changes in Geneva, or in person with a crewing officer. Passive contact does not constitute Pilot acknowledgement.
- 61.6 If a Pilot is to be allocated a duty from a Reserve and the requested duty to be allocated would infringe their RDO, VARA will give the Pilot the following three (3) options. The Pilot may:
- (a) Reject the duty; or
 - (b) Accept the duty in which case the appropriate RDO Payment specified in Appendix 1 and the hourly Productivity Rate for each hour of the greater of scheduled or actual Flight Time with a minimum of four (4) hours will apply, and the duty or Reserve following the RDO(s) remaining as originally rostered; or
 - (c) accept the duty without the payments as listed in sub-paragraph 61.6(b) above, and allow the start time only of the duty or Reserve following the RDO(s) to be delayed so as to maintain the minimum RDO period.
- 61.7 A Pilot must have a minimum time free of duty of twelve (12) hours (or the relevant CAO limitation where it is greater than twelve (12) hours) prior to any duty allocated from a Reserve Period.

62. Rest Before Simulator Duty

- 62.1 For international ports the minimum time free of duty will be 20 hours or such additional time as determined in accordance with clause 38.5 – International Travel, or as agreed between VARA and the WRC on a port by port basis.
- 62.2 Pilots will not be rostered any paxing sectors greater than three (3) hours in the same Flight Duty Period as a simulator duty.
- 62.3 Pilots will be rostered a minimum of 15 hours rest between simulator duties. This may be varied by agreement between VARA and the individual Pilot.
- 62.4 A Pilot will not be rostered a simulator duty in the same calendar day as a flying duty, nor will a Pilot be rostered a paxing duty before a simulator duty within the same duty period. In the event of operational disruption, where a Flight Duty Period extends beyond midnight local time, the acceptance of any simulator duty on that same calendar day is at the discretion of the Pilot.
- 62.5 For the purpose of this clause 62 – Rest Before Simulator Duty, "back of the clock" means a duty that includes at least a three (3) hour Duty Period within 2200 and 0559 hrs local time.
- 62.6 Where a Pilot has completed a simulator duty that is conducted 'back of the clock', the Pilot will not be eligible to start another duty until 10:00 am the following day if the simulator duty was conducted in the Home Base of the Pilot.
- 62.7 Where the 'back of the clock' simulator duty was conducted in a location other than the Pilots' Home Base, the Pilot will have a minimum of 12 hours rest prior to commencing another duty. For the purposes of this clause, it is intended that where there are two or more duties in a block of training, this clause would apply to the last duty in the series.

63. Fatigue Risk Management Committee

- 63.1 VARA's Fatigue Risk Management policy is detailed in the FOPPM.
- 63.2 VARA will maintain a Fatigue Risk Management Committee (FRMC) to review rostering practices and fatigue related events, as reported by the Pilots, with the view to deliver consistent improvements in roster pairings known to cause pilot fatigue.
- 63.3 The FRMC will consist of up to two (2) Pilot representatives, up to two (2) Flight Operations Leaders, and an appropriate number of representatives from the Safety Systems team.
- 63.4 The FRMC shall meet once every three (3) months or at more regular intervals as required.
- 63.5 VARA will consider FRMC recommendations, and implement suitable initiatives aimed at reducing avoidable or unnecessary Pilot fatigue.
- 63.6 The management of fatigue related risk is a shared responsibility between Pilots and VARA.
- 63.7 To reduce the potential for fatigue, Pilots should:
- (a) Effectively manage the time off between duties to ensure adequate rest and recovery and assure fitness to fly when reporting for duty;
 - (b) Partake of adequate sustenance prior to and during a Duty Period;
 - (c) Manage fatigue risks during tours of duty; and
 - (d) Report fatigue related hazards or occurrences within AIRS in a timely manner.
- 63.8 VARA will manage identified risks associated with Pilot fatigue through:
- (a) Monitoring hours of work, including pairings, rostering practices and extended duties;
 - (b) Provide adequate rest and recovery opportunities between duties;
 - (c) Provide adequate crewing levels to support rosters that reduce the risk of fatigue;
 - (d) Encourage Pilots to report fatigue and/or fatigue hazards within the Safety System;
 - (e) Monitor fatigue trend reporting from the Safety Management System and take action as required to mitigate fatigue risks;
 - (f) Provide opportunities for Pilot consultation on fatigue related issues;
 - (g) Facilitate access to sustenance or meal breaks during Duty Periods in accordance with the current Regulations and this Agreement; and
 - (h) Ensure CAO 48 (as amended or replaced) compliant flight and duty rostering, and crewing practices.
- 63.9 If circumstances occur where Pilots consider fatigue is an issue to the extent that safety of flight is compromised, they will advise the VARA Crewing and the relevant Manager Flying Operations or Duty Pilot. This advice should be given as soon as possible so that alternative crewing arrangements can be enacted. These may include, for example, Pilot substitution and/or provision of sustenance or suitable rest facilities as deemed appropriate.
- 63.10 Pilots who report as fatigued to VARA will be removed from operational duties and coded as either:
- (a) NAOD if the fatigue arises from duties performed on behalf of VARA; or
 - (b) CSL if the fatigue is a result of personal circumstances.
- 63.11 Pilots who report as fatigued must submit a detailed safety report within the VARA Safety System, and all fatigue-related safety reports will be provided to the FRMC. The objective of the report is to address the conditions that may have contributed to fatigue.

64. Airport Duty

At its discretion, VARA may roster Airport Duty in any roster period. Airport Duty will be rostered and managed in accordance with *the VARA Pilots Airport Duty Guidelines* agreed between VARA

and the Unions. The *VARA Pilots Airport Duty Guidelines* can only be amended by agreement between VARA and the Unions.

65. Classifications and Salaries

- 65.1 Upon commencement at VARA, the Pilot's salary will be in accordance with the Year 1 salary scale applicable to the aircraft type and rank as outlined in Appendix 2 – Annual Salaries. Annual service increments will be applied following the applicable year of service anniversary date with VARA.
- 65.2 Subject to clause 20 – Seniority, a Pilot who transfers from one aircraft type assignment to another will transfer to the rate of pay applicable to the appropriate years of service with VARA. A Pilot who changes from one aircraft type to another will continue to be paid at their last assigned base rate until they successfully complete the applicable type rating test on the new aircraft type. If a Pilot is receiving an allowance for a position which is not held during the course of the training or upgrade, then the Pilot will not be paid that allowance.
- 65.3 Annual base salaries have been calculated to remunerate Pilots for the following:
- (a) for all work, including all flying and non-flying work (for example, time spent performing ground duties, training, Reserve and positioning) up to 57.5 Flight Hours per 28 day roster period;
 - (b) for all leave,
 - (c) for working shift work, on weekends and on public holidays;
 - (d) for all penalties, loadings and allowances and for all other payments except for:
 - (i) check, training and additional responsibility allowances;
 - (ii) Productivity Rate payments;
 - (iii) payments for working on RDOs and Annual Leave Days;
 - (iv) the allowances detailed in Appendix 1; and
 - (v) annual leave loading.

66. Payment of Salaries

- 66.1 Unless otherwise specified in this Agreement, base salaries and allowances, including additional allowances for Training Captains and Check Captains and the payments specified in Appendix 1 - Allowances, will be paid on a fortnightly basis by electronic funds transfer to the Pilot's nominated bank or other financial institution account.
- 66.2 Productivity Rate payments under clause 68 – Productivity shall be paid in the first pay period after the end of the relevant roster period. VARA will be responsible for calculating the Productivity Rate payment.
- 66.3 For each pay period, Pilots will receive or have access to a written statement, which will detail gross and net salary, deductions made, superannuation contributions and mandatory payments.
- 66.4 All moneys owing on termination of employment will be paid to the Pilot on the next pay day after termination provided all company property in possession of the Pilot has been returned to VARA.
- 66.5 In the case of a Pilot being overpaid, VARA and the Pilot will first endeavour to agree on a mutually acceptable means of repayment.
- 66.6 VARA shall keep up-to-date records in respect of each Pilot employed showing the Pilot's Agreement classification, gross and net salary, all allowances or other additions to salary, and all deductions. These records will be made available for inspection by the Pilot and a duly accredited representative nominated by the Pilot upon request. Such records will be kept for not less than seven (7) years or as required by the Act.

67. Superannuation

- 67.1 VARA shall pay employer superannuation contributions on Ordinary Time Earnings (OTE) at the Superannuation Guarantee rate as prescribed by the *Superannuation Guarantee (Administration) Act 1992 (Cth)* (as amended), into a superannuation fund chosen by the Pilot. If the Pilot does not choose a superannuation fund, contributions will be made into any stapled superannuation fund.
- 67.2 In addition to the employer superannuation contributions outlined in clause 67.1, VARA will pay an additional 2% employer superannuation contribution above the Superannuation Guarantee rate required by the *Superannuation Guarantee (Administration) Act 1992 (Cth)* (as amended).
- 67.3 For the avoidance of doubt, VARA will pay superannuation contributions at the rate prescribed in clause 67.1 plus the additional rate in clause 67.2 on all OTE, including any OTE above the Maximum Superannuation Contribution Base.
- 67.4 VARA will make available a salary sacrifice scheme for pilots to contribute to their superannuation fund if they so wish. If a Pilot chooses to make additional salary sacrifice contributions it will not reduce the superannuation contribution payable by VARA under this Agreement.

68. Productivity

- 68.1 Full-time Pilots who exceed 57.5 hours of Flight Time in any 28 day roster period shall be paid an additional hourly Productivity Rate payment as is specified in Appendix 1 for such hours or part thereof.
- 68.2 Part-time Pilots who exceed the applicable pro-rata amount of 57.5 hours of Flight Time in any 28 day roster period will be paid an additional hourly Productivity Rate payment as is specified in Appendix 1 for such hours or part thereof.
- 68.3 For each day of annual leave taken by a full-time Pilot during a roster period, the Pilot will be credited with 2.05 hours towards the 57.5 hours of Flight Time outlined in clause 68.1. This entitlement will be pro-rated in accordance with the part-time arrangement applicable to the Pilot, as set out in clause 28.1 of this Agreement.
- 68.4 Upon initial employment with VARA, all type qualification simulator time is not included in the 57.5 hours.

69. Check, Training and Additional Responsibility Allowances

- 69.1 The selection of Pilots for Check or Training roles will be at VARA's discretion from current Pilots on the relevant aircraft type (if any). Should no Pilot be deemed suitable with prior agreement of the WRC another Pilot may be appointed. As a last resort, external direct entry pilots may be appointed. A direct entry pilot no longer wishing to continue in their Check or Training role shall be assigned a vacancy (where available) in accordance with their Seniority at the time they discontinue their Check or Training role.
- 69.2 Appointments for Check or Training roles will be for a period of 12 months terminable by either the Pilot on three (3) month's notice or VARA on four (4) months' notice.
- 69.3 The following annual allowances shall be paid to Pilots in the classifications set out below (pro-rated where the period of service is less than 12 months):

Role	Annual Allowance
Deputy Head of Flight Operations	\$50,000
Manager of Flying Operations	\$50,000
Leader Flying Operations	\$25,000

Role	Annual Allowance
Manager Flight Standards and Training	\$50,000
Leader Flight Standards and Training	\$42,500
Deputy Manager Flight Standards and Training	\$42,500
Manager Flight Technical	\$50,000
Leader Flight Technical	\$35,000
Check Captain	\$35,000
Training Captain	\$25,000
Duty Pilot	\$15,000
Ground Instructor	\$15,000
Flight Safety Officer	\$15,000

69.4 In addition to the payments in clause 69.3, the Check and Training Captains will receive the following payment per Check and Training Event per day:

- (a) Check Captain – \$150 per event
- (b) Training Captain - \$50 per event.

For the avoidance of doubt, a single Check and Training Event which continues on past midnight into the following day constitutes one Check and Training Event, but a two-day simulator would incur two check payments (one for each day).

69.5 For Pilots holding more than one designation in clauses 69.2 and 69.3 above, the higher rate of designation will be paid (i.e. only one designation will be paid at any one time).

69.6 Should operational requirements dictate establishment of additional designations, VARA will consult on the allowances with the WRC prior to implementation.

70. Endorsement Costs and Bonding

70.1 Where VARA pays the costs of a Pilot's endorsement training on the aircraft type applicable to the Pilot's Equipment Assignment, VARA may require the Pilot to enter into a training bond agreement (which will be legally binding). This training bond agreement may provide:

- (a) in exchange for the benefit of VARA paying for the cost of the Pilot's training on their Equipment Assignment, the Pilot will remain employed with VARA for the period of three (3) years, so that VARA receives a reasonable return on investment for the training costs;
- (b) if the Pilot resigns from VARA within the three (3) year period, the Pilot will repay a proportion of the following training costs that is commensurate with the proportion of the three (3) year period that has not elapsed:
 - Fokker 100 – \$25,000
 - Airbus 320 – \$30,000
 - Other type – as agreed with the majority of the representatives on the WRC and, if there is no agreement - \$25,000.

70.2 For new employees, the bond period will have effect from the commencement of employment. For existing employees, the bond commences from the date of successful completion of the type

rating test for endorsement, although nothing in this clause applies a bond to any Pilot already assigned a position at the Commencement Date (whether or not training has commenced for that position).

- 70.3 If the Pilot resigns from VARA within the three (3) year period, nothing in this clause can result in the Pilot having total annual earnings less than they would have had under the relevant Modern Award for the equivalent period of service.

71. Displaced Flying

If a Management Pilot under clauses 26.4, or a Pilot in a Management Role, displaces a Pilot from a Rostered Duty Period(s), the displaced Flight/ Simulator Hours shall be credited for the purposes of calculating the Productivity Rate payment to the rostered Pilot unless a consequential Duty Period(s) is allocated with the same or greater amount of Flight Hours.

72. Expense Reimbursement

- 72.1 VARA will pay for/ reimburse the expenses required by this Agreement.
- 72.2 VARA will also reimburse Pilots for all reasonable expenses incurred by Pilots in the course of their employment, in accordance with VARA policy.
- 72.3 VARA will reimburse the Pilot within 14 days after the Pilot submits a valid written claim with relevant supporting documentation.
- 72.4 Any Pilot claiming expenses payable under this Agreement must submit the written claim with any relevant supporting documentation to VARA within 21 days of returning to their Home Base from any Tour of Duty.
- 72.5 For Pilots engaged on a charter, all expenses relating to that charter are to be submitted to VARA within seven (7) days of returning to Home Base.
- 72.6 A Pilot shall not be required to pay for the costs associated with the operation of an aircraft.

73. Allowances and Additional Payments

The list of applicable allowances is set out in Appendix 1 - Allowances. All allowances listed in Table 2 in Appendix 1 - Allowances will increase annually from the first full pay period after 1 July during the life of the Agreement by CPI. However, if in a specific year CPI is negative, no changes will apply to the allowance amounts for that year.

73.1 Own Accommodation Allowance

In lieu of VARA-provided accommodation, a Pilot may arrange their own accommodation. Should this occur, and provided the Pilot provides VARA with sufficient notice of the provision of own accommodation to allow the cancellation of VARA-provided accommodation without financial penalty (not less than 48 hours unless otherwise advised), the Pilot will be paid the Own Accommodation Allowance specified in Appendix 1 - Allowances (together with the applicable meal allowances and the layover allowance for the period of the layover).

73.2 Layover allowance

On a Layover a Pilot will be provided with accommodation in accordance with clause 41 - Accommodation, meals during the period specified at no cost to the Pilot and the Layover Allowance specified in Appendix 1 - Allowances.

73.3 Meal allowances

- (a) Where a Pilot commences a Tour of Duty to or from a Layover port which involves a duty of 30 minutes or more into on the following meal periods, the Pilot will be provided with a meal or paid the Meal Allowance at the rate specified in Appendix 1 - Allowances:
- 0600 to 0800 hours

- 1200 to 1400 hours
 - 1800 to 2000 hours
- (b) Where a Pilot is engaged in a ferry flight, the Pilot will be provided with adequate meals and refreshments for the flight, in addition to claiming the allowances specified in this clause.

73.4 Overtime meals allowances

Where a Flight Duty Period, other than a Flight Duty Period to or from a Layover port, encompasses 30 minutes or more within the hours specified below and has a total Duty Time in excess of three (3) hours, VARA will pay the Overtime Meal Allowance as specified in Appendix 1:

- 0600 to 0800 hours
- 1200 to 1400 hours
- 1800 to 2000 hours
- 2400 to 0200 hours

73.5 Overseas duty

- (a) When a Pilot conducts a Layover at an overseas port they shall be paid an overseas operation allowance at the rate specified in Appendix 1 - Allowances for each night that the Pilot is away from their Home Base.
- (b) VARA will be responsible for the provisions and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the Pilot. These items shall include, but not necessarily be limited to, the requisite customs and entry documentation, accommodation, adequate currency or credit cards valid in the ports to be visited and letters of introduction or similar documentation to facilitate assistance from Australian diplomatic consular representatives, etc.
- (c) Prior to a Pilot travelling overseas on company duty, VARA will consult with the Pilot and the WRC on the terms and conditions under which the Pilot is so engaged.

73.6 Car allowance

Where a Pilot, subject to VARA's prior approval, uses their own car in the performance of the Pilot's duties, the Pilot shall be paid an allowance at the rate specified in Appendix 1 - Allowances.

73.7 Night Operations

Pilots who exceed eight (8) Night Operations as defined in any 28 day roster will be reimbursed for each night operation flown as a personal inconvenience allowance at the rate specified in Appendix 1 - Allowances.

73.8 Unscheduled overnight allowance

- (a) An allowance up to the amount detailed in Appendix 1 – Allowances will be payable to a Pilot for reimbursement of personal expenses incurred on an unscheduled overnight stop or where a Pilot's baggage is delayed by more than five (5) hours. The Pilot must provide receipts to VARA to support this claim.
- (b) An overnight is unscheduled if VARA does not bring the requirement to overnight to the Pilot's attention at least three (3) hours before Sign On for the relevant Duty.

73.9 Area allowance

Prior to any Pilot being permanently based outside of Perth, conditions and allowances shall be mutually agreed to via the WRC.

73.10 Loss of baggage

- (a) A Pilot will be entitled to the Loss of Baggage Allowance as specified in Appendix 1 - Allowances in the event of loss or destruction of the Pilot's personal baggage and/or navigation flight bag whilst on a Tour of Duty. The Pilot may be asked to produce evidence of such loss or destruction. Permanent loss is deemed to have occurred if such baggage has not been recovered within 21 days from the date of loss.
- (b) Any such entitlement shall not apply to circumstances in which compensation is payable under VARA's passenger insurance scheme.

73.11 RDO payment

In accordance with the provisions of this Agreement, Pilots will be paid the RDO Payment amount as specified in Appendix 1 - Allowances.

74. Accident Death Insurance

VARA will provide Pilots with accident death insurance that provides a death benefit of not less than \$300,000 subject to the exclusions in the relevant policy. VARA will consult with the WRC on any major changes to this policy.

75. Accident Make Up Pay

- 75.1 In addition to any statutory entitlements to workers' compensation, a Pilot shall be paid make up pay.
- 75.2 Make up pay shall:
 - (a) be an amount of money equal to the difference between the Pilot's workers' compensation entitlements and the amount of salary plus any non-incidence based allowances that the Pilot would have received had the Pilot been at work for the period concerned;
 - (b) be payable for a maximum period or aggregate periods of 52 weeks in respect of incapacity arising from anyone injury;
 - (c) shall not apply during the first five (5) or aggregate of five (5) working days of incapacity resulting from an injury, nor shall it apply during any period of paid leave;
 - (d) be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Pilot and VARA.
- 75.3 If, for the purposes of this clause, no specific earnings figure is otherwise ascertainable, the figure used shall be the average of earnings over the previous three (3) months or such lesser period of time during which the Pilot has been employed (excluding incidence based allowances).
- 75.4 Nothing in this clause shall affect VARA's right to terminate a Pilot's employment in accordance with clause 79 – Termination of Employment, provided that no Pilot shall be terminated as a result of their having received make up pay or as a means of avoiding make up pay obligations.
- 75.5 In the event that a Pilot receives a lump sum in redemption of regular statutory compensation entitlements, VARA's liability to pay make up pay shall cease from the date of such redemption. Where the Pilot recovers damages from VARA or from a third party in respect of a compensable injury independently of statutory entitlements, the Pilot shall be liable to repay to VARA the amount of make up pay which the Pilot has received in respect of the said injury and shall have no further make up pay entitlements in respect of the injury.

76. Accident and Incident Investigation

- 76.1 In the event of any incident or accident, VARA may suspend a Pilot with full pay at the appropriate classification rate pending investigation of the incident or accident in accordance with clause 77 – Not Available for Operational Duties. Any such investigation shall be conducted as expeditiously as possible and the suspension period should not exceed 42 days where possible.

- 76.2 The conduct of an investigation is a fact-finding exercise. Depending on the circumstances, this may or may not be followed by the making of allegations against a Pilot and a disciplinary process.
- 76.3 Where a Pilot is subsequently cleared of all allegations, they will receive pay in accordance with their original roster and any RDOs lost (i.e. because they were required to attend a meeting in a disciplinary process on a RDO) will be re-credited in the current or next roster period.
- 76.4 At all stages in the process, the investigator and any relevant decision maker must adhere to the following principles:
- (a) The Pilot will be kept informed of the progress of the investigation process;
 - (b) At any stage in the process, a Pilot can require that they be given two (2) business days' notice of any meeting, including the reason for the meeting, to give them an opportunity to arrange representation, take advice and otherwise prepare.
 - (c) The Pilot is entitled to know the substance of any allegations of complaint made against them. For this purpose, the Pilot will be provided with at least a summary of the allegations at or before any meeting with VARA to discuss those allegations.
 - (d) The Pilot must be provided with an adequate opportunity to respond to any allegations put to them and VARA must consider the Pilot's response. This will include allowing the Pilot to respond to allegations in writing after a meeting in which those allegations have been provided to the Pilot.
 - (e) Disciplinary investigations should be conducted as confidentially and promptly as is practicable and having regard to the general principles of procedural fairness.
 - (f) Throughout any such investigation process, any person or organisation of the Pilot's choice may represent the Pilot. Where appropriate, that person or organisation may be involved in the investigation process and submit a report on the investigation that will be considered by VARA in its deliberations.

77. Not Available for Operational Duties

- 77.1 Following an incident or accident, VARA may elect to remove a Pilot from operational flying duties by applying a "Not Available for Operational Duties" (NAOD) condition. If a Pilot is designated NAOD, he/ she is removed from all flying duties and is unable to operate as a Pilot on any VARA aircraft.
- 77.2 During the NAOD condition, the Pilot will remain on full pay at the appropriate classification rate.
- 77.3 The decision to implement a NAOD period may be made for a variety of reasons including, but not limited to:
- (a) Facilitation of Crew operational debrief;
 - (b) Crew welfare;
 - (c) Workplace investigation;
 - (d) Disciplinary issues;
 - (e) Drug and Alcohol Management Plan self-referral;
 - (f) After an Incident/Accident and prior to an investigation;
 - (g) Incident/Accident investigation; and
 - (h) Medical assessment.
- 77.4 Where a Pilot is involved in an accident, a NAOD period is mandatory pending investigation of the accident. Where a Pilot is involved in an incident the implementation of a NAOD period is at the discretion of VARA, depending on the circumstances. Where possible and depending on the circumstances, the decision making process to implement a NAOD period may involve the participation of the Flight Crew implicated in the incident or accident.
- 77.5 The following procedures will be followed to initiate a NAOD condition:

- (a) Upon notification of an accident or incident the relevant Leader within Flight Operations will make contact with the affected Pilot and obtain details of the event;
- (b) If a NAOD condition is instigated, the relevant leader within Flight Operations will verbally advise the Pilot of the application of the NAOD. As far as practical, this will be followed up in writing within 24 hours of the initial verbal advice;
- (c) Advise Crewing in writing of the NAOD condition, stating the Pilot names who are subject to the NAOD and the NAOD period to be applied within Geneva; and
- (d) The relevant Leader will advise the Head of Flight Operations and Manager Flying Operations of the NAOD details.

78. Stand Down

- 78.1 If a catastrophic event (other than an industrial matter) occurs that is beyond Virgin Australia's control, VARA may be prohibited from operating to its normal route structure and may need to stand Pilots down. In light of this, and following consultation in accordance with clause 11 – Consultation, VARA has the right to stand Pilots down with or without pay for any cause for which it cannot reasonably be held responsible.
- 78.2 The right to stand Pilots down is subject to VARA ensuring that all reasonable options for other work and utilising paid annual and long service leave have been explored before the stand down is implemented. For this purpose, VARA may direct Pilots to take their accrued annual and long service leave.

79. Termination of Employment

- 79.1 Subject to clause 79.2, a Pilot's employment may be terminated by either VARA or the Pilot giving 28 days' notice in writing, or by paying or forfeiting (as the case may be) 28 days' pay in lieu of such notice. VARA will give Pilots over 45 years of age at the time of the giving of the notice with not less than five (5) years' continuous service an additional seven (7) days' notice of termination. This period of notice may be reduced or waived by mutual agreement between VARA and the Pilot.
- 79.2 The requirement to give notice does not apply to termination during the probation period, where the termination is for serious misconduct, or where a Pilot's fixed term/ task contract expires.
- 79.3 If a Pilot resigns or has the employment terminated whilst the Pilot is away from Home Base for work-related purposes, the Pilot, their partner and dependent children then residing with the Pilot, shall be returned to the Pilots' Home Base at VARA's expense.
- 79.4 Where a Pilot's employment is terminated when a Pilot's instrument flight rating which the Pilot possessed when they joined VARA has lapsed through no fault of the Pilot during their employment with VARA, VARA shall meet the cost of renewing such rating.
- 79.5 On termination of employment, the Pilot is required to immediately return all VARA property and any confidential documents in their possession.

80. Demotion on Disciplinary Grounds

Where a Pilot has engaged in an act of serious misconduct, VARA may demote the Pilot from Captain to First Officer (with an equivalent reduction in pay) for a period of up to 12 months. VARA must advise the affected Pilot in writing of the start of the demotion period and the date that VARA will review the appropriateness of the continuation of the demotion.

81. Redundancy

81.1 Discussions before Termination

- (a) Where VARA has made a definite decision that it no longer wishes the job the Pilot has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, VARA shall hold discussions with the Pilots directly affected (including any representatives) and the WRC.

- (b) The discussions shall take place as soon as is practicable after VARA has made a definite decision which will invoke the provisions of subclause 81.1(a) hereof and shall cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Pilots concerned. This will include offering leave without pay to all Pilots and making voluntary redundancy available.
- (c) For the purposes of the discussion, VARA will, as soon as practicable, provide in writing to the Pilots concerned, (including any representatives) and the WRC all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of the Pilots likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, VARA will not be required to disclose confidential information where it would be against its interests.

81.2 Redundancy Pay

- (a) In addition to the period of notice prescribed for ordinary termination as outlined in clause 79 – Termination of Employment of this Agreement, and subject to further Order of the FWC, a Pilot whose employment is terminated for reasons set out in this clause will be entitled to the following amount of additional notice of termination in respect of a continuous period of service:

Period of continuous service	Additional notice period
Less than 1 year	15 days
1 and less than 3 years	30 days
3 years or more	40 days

- (b) A Pilot whose employment is terminated for reasons set out in this clause will be entitled to redundancy pay of three (3) weeks for every year of service or part thereof to a maximum of 52 weeks.
- (c) For the purpose of this calculation, pay rates will be referenced to the applicable pay scales in effect the day prior to FWC approval of the variation to this Agreement.
- (d) VARA will endeavour to find adequate alternative employment opportunities for redundant Pilots. VARA is not liable for the redundancy payments in clause 81.2(b) or the additional notice payments in clause 81.2(a) if VARA is able to arrange an offer of adequate alternative employment for the Pilot. Adequate alternative employment means no disadvantage to the Pilot in terms of rank and annual fixed remuneration, or as agreed between VARA and the Pilot.
- (e) The pro rata accrued annual leave including loading prescribed in clause 82 – Annual Leave of this Agreement shall be paid on redundancy.

81.3 Other conditions

- (a) A Pilot whose employment is terminated for reasons set out in this clause may resign their employment during the 28 day period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Pilot remained with VARA until the expiry of such notice. In these circumstances the Pilot shall not be entitled to payment in lieu of notice.
- (b) During the period of notice of termination given by VARA, a Pilot shall be allowed up to one day's time off without loss of pay during each week of notice for the purposes of seeking other employment.
- (c) If the Pilot has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Pilot shall, at VARA's request, be required to

produce proof of attendance at an interview or the Pilot shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

- (d) Where VARA offers, and a redundant Pilot accepts, a transfer to an interstate position with VARA as an alternative to redundancy, the Pilot will be entitled to receive reasonable relocation expenses.

81.4 Preference in re-employment

- (a) A Pilot whose employment is terminated due to redundancy, or who terminates their employment during notice of termination for redundancy, will maintain priority for re-employment with VARA for two (2) years after their termination date.
- (b) Re-employment will be to the first available vacancy which becomes available in the Pilot's Home Base, which may not necessarily be a position at the status, rank and remuneration of the position which the Pilot previously occupied prior to the termination of their employment. However, the Pilot will retain their Seniority date that they held prior to retrenchment.
- (c) The Pilot's freeze period will be suspended during the period of non-employment and will resume upon re-commencement of employment, although the Pilot will not be subject to a new freeze period under clause 44 - Freeze Periods
- (d) It is incumbent upon the Pilot to keep VARA advised of their current address for this purpose.
- (e) Should the Pilot reject an offer of re-employment for a position at the Pilot's Home Base, the obligation under this clause will cease.

82. Annual Leave

- 82.1 A full-time Pilot is entitled to forty-two (42) days paid annual leave (inclusive of Saturdays, Sundays and public holidays) for each completed year of service. Part-time Pilots receive a pro-rata entitlement.
- 82.2 Pilots are able to take two RDOs (from their existing entitlement of RDOs) immediately before and immediately after, or on either side of, an annual leave period. Pilots will specify to VARA which day/s they will be taking as RDOs at the time the leave application is submitted.
- 82.3 Annual leave accumulates from year to year and all accrued leave entitlements will be paid out on termination of employment.
- 82.4 Annual leave should be taken within 12 months of it falling due. The process for allocating annual leave will be agreed by the VARA and the WRC and will be detailed in the FOPPM. Pilots will have the opportunity to bid for annual leave in accordance with a process developed and agreed between VARA and the WRC.
- 82.5 After the bidding process outlined in clause 82.4 has been completed, any available ad-hoc annual leave will be allocated on a "first come first in" basis, with annual leave being made available commencing any day of the week for any duration. VARA will allocate any pending ad-hoc leave requests on the first day of a new roster period and publish the updated Annual Leave Spreadsheet in Geneva promptly.
- 82.6 VARA may direct pilots who have accrued in excess of 42 days leave to take any leave in excess of 42 days, provided the Pilots are given at least four (4) weeks' notice. Prior to VARA directing a Pilot to take annual leave it must consult with the Pilot and take into account the Pilot's personal circumstances, including any planned leave which the Pilot is intending to take within the next six (6) months.
- 82.7 A Pilot may only cancel his or her elected or assigned leave if another Pilot is able to take that assigned leave block and the Pilot has not accrued more than 42 days annual leave. This does not prevent a Pilot from taking his leave, provided there is another available spot of equivalent length available.
- 82.8 A Pilot may elect to be paid in full for the period of leave to be taken prior to commencing such leave.

- 82.9 Pilots will be paid annual leave loading in respect of their six (6) weeks annual leave falling due each year equivalent to 11.66% of their applicable salary inclusive of allowances and additions to salary. The annual leave loading prescribed in this clause shall be added to the base rate of pay for all purposes other than calculation of the Productivity Rate.
- 82.10 Where a Pilot becomes ill or injured during annual leave, the duration of such illness shall be counted as sick leave to the extent that the Pilot has credited sick leave. The Pilot shall advise VARA as soon as practicable after the commencement of the illness or injury and will be required to produce proof of illness to VARA within seven (7) days of returning to duty. Every consideration shall be given to granting the equivalent substitute annual leave in the manner requested by the Pilot.
- 82.11 VARA shall not be entitled to recall a Pilot from annual leave except by mutual agreement with the Pilot, and the Pilot shall be recredited an Annual Leave Day for the day worked and an RDO payment as specified in Appendix 1 for the additional day.
- 82.12 Pilots based in remote locations shall be given every possible rostering assistance to facilitate travel to a capital city for the purpose of taking annual leave.
- 82.13 Approved leave is cancelled on change of rank, Home Base or Equipment Assignment unless leave for the same period is available on the new assignment. Any leave which falls between the commencement of ground school and successful check to line will require specific re-approval by VARA.
- 82.14 VARA and the Pilot may agree to cash out their annual leave subject to the following:
- (a) The Pilot's accrued annual leave must not be less than 28 days;
 - (b) VARA and the Pilot agree to the cashing out in writing; and
 - (c) The Pilot is paid at least the full amount that would have been payable to the Pilot had the Pilot taken the leave that they are wishing to cash out.

83. Personal Leave

83.1 Full-time Pilots are entitled to personal leave, accruing as follows:

Length of service	Additional days provided	Total personal leave entitlement
Upon appointment	5 days	5 days
After 6 months	5 days	10 days
After 1 year	10 days	20 days
Each year thereafter	15 days	

- 83.2 Personal leave can be used for any of the following:
- (a) Because the Pilot is not fit for work because of a personal illness or injury affecting the Pilot, or because the Pilot does not have a medical clearance to undertake flying duties (sick leave); or
 - (b) To provide care or support for an Immediate Family or household member who requires care or support because of a personal illness or injury affecting the member, or an unexpected emergency affecting the member (carer's leave); or
 - (c) For bereavement on the death of an Immediate Family or household member (bereavement leave), for a maximum of three days for any one occurrence.
- 83.3 A Pilot is entitled to a maximum of four (4) days personal leave for illness or injury per year based on their anniversary date without providing a medical certificate; however, whenever the leave is longer than two (2) consecutive days the Pilot is required to provide a medical certificate.

- 83.4 Where a Pilot has taken more than four (4) days personal leave per year based on anniversary date and takes additional personal leave, the Pilot must provide VARA with evidence that would satisfy a reasonable person that the leave is taken for the reason specified in clause 83.2. When a medical certificate is required it must be provided to VARA within 72 hours of returning to work.
- 83.5 A Pilot unfit for duty in excess of seven (7) days is required to produce a medical certificate from a DAME. This certificate must be presented to VARA prior to resuming duty.
- 83.6 VARA expects Pilots to notify it as soon as is practicable that the Pilot needs to take personal leave, to enable alternative arrangements to be made to cover the Pilot's roster.
- 83.7 A Pilot who has exhausted their accumulated personal leave credits as prescribed in this clause but who would otherwise qualify for further paid sick leave may, at VARA's discretion, be granted additional leave on half pay for not more than ninety (90) working days in any year of service.
- 83.8 For the purpose of this section, personal leave deductions shall be made for each working day during which a Pilot is unable to report for duty as a result of sickness commencing from the first such working day.
- 83.9 There is no entitlement to paid leave of absence for any period the employee is receiving worker's compensation payments.
- 83.10 Accrued personal leave is not paid out on termination of employment.

84. URTI Leave

- 84.1 In addition to the personal leave entitlements specified in clause 83 – Personal Leave, a Pilot is entitled to up to six (6) days paid leave per annum for a disability associated with an upper respiratory tract infection. This leave does not accumulate from year to year, and is not paid out on termination.
- 84.2 A Pilot is entitled to a maximum of four (4) days URTI leave for illness or injury per year based on their anniversary date without providing a medical certificate. However, whenever the leave is longer than two (2) consecutive days the Pilot is required to provide a medical certificate.
- 84.3 Where a Pilot has taken more than four (4) days URTI leave per year based on anniversary date and takes additional URTI leave, the Pilot must provide VARA with evidence that would satisfy a reasonable person that the leave is taken for the reason specified in this clause. When a medical certificate is required it must be provided to VARA within 72 hours of returning to work.

85. Jury Leave

- 85.1 A Pilot required to attend for jury service during their normal Duty Time shall be reimbursed an amount equal to the difference between the amount paid in respect of their attendance on such jury service and the amount of the salary the Pilot would have received had the Pilot performed their normal duties.
- 85.2 A Pilot shall notify VARA as soon as possible of the date upon which the Pilot is required to attend for jury service.

86. Parental Leave

- 86.1 Pilots are entitled to parental leave as prescribed by current legislation.
- 86.2 Pilots with at least 12 months' continuous service with VARA are entitled to 12 months' unpaid parental leave if:
- (a) the leave is associated with the birth of a child of the Pilot or the Pilot's spouse or de facto partner; or the placement of a child with the Pilot for adoption; and
 - (b) the Pilot has or will have a responsibility for the care of the child.
- 86.3 Clause 86.1 is subject to the following:
- (a) Pilots who will be the primary caregiver for the child are entitled to ten (10) weeks paid parental leave in relation to birth of the Pilot's child or the child of the Pilot's spouse. Pay will

be at the Pilot's fixed annual remuneration. This leave will be offset against the entitlement to unpaid parental leave in accordance with the Act.

(b) Pilots who will not be the primary caregiver for the child are entitled to two (2) weeks paid parental leave in relation to the birth of the Pilot's child or the child of the Pilot's spouse. Pay will be at the Pilot's fixed annual remuneration. This will be offset against the entitlement to unpaid parental leave in accordance with the Act.

(c) If a Pilot is adopting a child, the Pilot is entitled to three (3) weeks paid parental leave in relation to the placement of a newly adopted child where the Pilot is to be the primary caregiver of the child. Pay will be at the Pilot's fixed annual remuneration. This will be offset against the entitlement to unpaid parental leave in accordance with the Act.

86.4 A Pilot who has taken a period of twelve (12) months unpaid parental leave may request up to an additional twelve (12) months unpaid parental leave, provided the total unpaid parental leave does not exceed twenty four (24) months and is for a continuous period.

86.5 All other entitlements and obligations in relation to parental leave are in accordance with the Act and VARA policy.

87. Pregnancy Safe Duties

87.1 Female Pilots may request a transfer to a safe role due to pregnancy prior to the commencement of parental leave in accordance with the Act.

87.2 For this purpose, and where such a role is available, VARA may transfer the Pilot to a safe ground based role that does not involve flying in their Home Base only. Where this occurs, the Pilot's working hours will be a maximum of the average work hours for their status and fleet determined by comparable Rostered Duty hours for other Pilots in the same base, designation (e.g. full-time or part-time), status and fleet as the affected Pilot over the preceding three (3) months.

87.3 VARA will consult with the affected Pilot about the days of the week on which this work is to be performed.

87.4 If there is no safe job available, the Pilot is entitled to take paid no safe job leave for the risk period where the Pilot has complied with the notice and evidence requirements outlined in the Act.

88. Long Service Leave

88.1 Pilots will be entitled to 13 weeks long service leave on full salary after 10 years of service with VARA.

88.2 Upon request of the Pilot, Virgin Australia may approve long service leave on half pay for a period not exceeding twice the normal entitlement.

88.3 Long Service Leave shall be taken at a time mutually agreed between the Pilot and VARA.

88.4 VARA may direct a Pilot to take long service leave where they have accrued in excess of one full entitlement.

89. Domestic and Family Violence Leave

89.1 VARA recognises that Pilots 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.

89.2 "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.

89.3 A Pilot 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.

- 89.4 Such leave will be capped at ten (10) paid days per calendar year, and does not accrue.
- 89.5 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.
- 89.6 All personal information concerning family violence will be kept confidential in line with VARA privacy policies and relevant legislation. No information will be kept on a Pilot's personnel file without their express written permission.
- 89.7 A Pilot experiencing family violence may raise the issue with their immediate Manager, the Manager – Line Operations, or the People Team.
- 89.8 VARA will make every effort where practicable to accommodate:
- (a) Any temporary changes to a Pilot's span of hours, pattern of hours, or rosters;
 - (b) Change to telephone number or email address to avoid harassing contact; and
 - (c) Any other appropriate measure including those available under existing provisions for family friendly or flexible work arrangements.

90. Other Leave

- 90.1 The provision of other paid or unpaid leave will be in accordance with the Act.
- 90.2 Should a Pilot need to take leave for any other reason, the Pilot should discuss the requirement with the People Team or their Manager – Line Operations in the first instance. VARA will attempt to accommodate reasonable additional leave requests, depending upon business needs.

91. Leave Without Pay

- 91.1 A Pilot may, upon written request to VARA, be granted leave of absence without pay upon approval by VARA.
- 91.2 Prior to such leave being taken, all accrued paid leave entitlements must be exhausted.
- 91.3 A Pilot shall retain their Seniority upon return to VARA after a period of approved leave without pay.
- 91.4 Such leave shall not count as service, however will not break continuity of service.
- 91.5 A Pilot shall not engage in alternative employment while on approved leave without pay without VARA's written permission. In the event of a national emergency, a Pilot volunteering or ordered to military service, however extended, shall retain their Seniority upon return to VARA.
- 91.6 The Pilot must return to work from leave without pay on the agreed date. Should the Pilot fail to resume on that date except due to circumstances beyond their control, the Pilot shall forfeit any re-employment rights.

92. Continuity of Service and Leave Accruals

If a Pilot transfers their employment from another company within the Virgin Australia Group, VARA will recognise their service with that other Virgin Australia Group company for leave accrual purposes at VARA.

APPENDIX 1 – ALLOWANCES

Table 1

Type of allowance	Clause reference	Classification	Current	From the first pay period after 1 July 2022	From the first pay period after 1 July 2023
Hard lying allowance	Clause 41.7		\$99.72	\$102.71	\$105.79
Working an RDO payment	Clause 28.5(e) and 58.3	A320 Captain	\$634.97	\$654.02	\$673.64
		A320 FO	\$412.73	\$425.11	\$437.86
		F100 Captain	\$506.71	\$521.91	\$537.57
		F100 FO	\$328.91	\$338.78	\$348.94
Productivity rate	Clause 68	A320 Captain	\$140.02	\$231.03	\$237.96
		A320 FO	\$90.49	\$149.31	\$153.79
		F100 Captain	\$112.40	\$185.46	\$191.02
		F100 FO	\$73.34	\$121.01	\$124.64
Outside buffer rate	Clause 59.1 and 60.1	A320 Captain	\$93.35		\$237.96
		A320 FO	\$60.33		\$153.79
		F100 Captain	\$74.93		\$191.02
		F100 FO	\$48.89		\$124.64
Layover allowance	Clause 73.2		\$31.44	\$32.38	\$33.35
Meal allowance	Clause 73.3	Breakfast	\$26.46	\$27.25	\$28.07
		Lunch	\$29.61	\$30.50	\$31.41
		Dinner	\$67.35	\$69.37	\$71.45
Overtime meal allowance	Clause 73.4		\$10.64	\$10.96	\$11.29

The allowances in Table 1 will be back paid from the first full pay period after the Commencement Date to the first full pay period after 30 October 2023.

Table 2

Type of allowance	Clause reference	From the first pay period after 1 July 2023
No single accommodation allowance	Clause 41.4	\$59.43
Own accommodation allowance	Clause 73.1	\$175.22
Away from home base whilst on overseas operation	Clause 73.5	\$39.09
Car allowance	Clause 73.6	\$1.05
Night operations allowance	Clause 73.7	\$17.11
Unscheduled overnight allowance	Clause 73.8	\$62.56
Loss of baggage	Clause 73.10	\$578.51
Loss of licence benefit	Clause 25.2	\$3,004.77

APPENDIX 2 – ANNUAL SALARIES

	Current	From the first full pay period after 1 July 2022 (3%)	From the first full pay period after 1 July 2023 (3.92%)
A320 Captains			
A320 CPT 1	\$193,140.28	\$198,934.49	\$206,732.72
A320 CPT 2	\$195,546.67	\$201,413.07	\$209,308.46
A320 CPT 3	\$197,987.47	\$203,927.09	\$211,921.04
A320 CPT 4	\$200,457.31	\$206,471.03	\$214,564.69
A320 CPT 5	\$202,961.55	\$209,050.40	\$217,245.17
A320 CPT 6	\$205,499.12	\$211,664.09	\$219,961.33
A320 CPT 7	\$208,065.73	\$214,307.70	\$222,708.56
A320 CPT 8	\$210,666.74	\$216,986.74	\$225,492.62
A320 CPT 9	\$213,296.79	\$219,695.69	\$228,307.76
A320 CPT 10	\$215,954.79	\$222,433.43	\$231,152.82
A320 First Officers			
A320 FO 1	\$122,615.31	\$126,293.77	\$131,244.49
A320 FO 2	\$122,615.31	\$126,293.77	\$131,244.49
A320 FO 3	\$128,695.03	\$132,555.88	\$137,752.07
A320 FO 4	\$130,297.15	\$134,206.06	\$139,466.94
A320 FO 5	\$131,929.36	\$135,887.24	\$141,214.02
A320 FO 6	\$133,577.71	\$137,585.04	\$142,978.37
A320 FO 7	\$135,242.19	\$139,299.46	\$144,759.99
A320 FO 8	\$136,936.77	\$141,044.87	\$146,573.83
A320 FO 9	\$138,642.11	\$142,801.37	\$148,399.19
A320 FO 10	\$140,370.02	\$144,581.12	\$150,248.70
F100 Captains			
F100 CPT 1	\$181,080.76	\$186,513.18	\$193,824.50
F100 CPT 2	\$181,080.76	\$186,513.18	\$193,824.50
F100 CPT 3	\$181,080.76	\$186,513.18	\$193,824.50
F100 CPT 4	\$181,080.76	\$186,513.18	\$193,824.50
F100 CPT 5	\$181,080.76	\$186,513.18	\$193,824.50
F100 CPT 6	\$181,080.76	\$186,513.18	\$193,824.50
F100 CPT 7	\$181,080.76	\$186,513.18	\$193,824.50
F100 CPT 8	\$181,080.76	\$186,513.18	\$193,824.50
F100 CPT 9	\$181,080.76	\$186,513.18	\$193,824.50
F100 CPT 10	\$181,080.76	\$186,513.18	\$193,824.50
F100 First Officers			
F100 FO 1	\$117,952.31	\$121,490.88	\$126,253.32
F100 FO 2	\$117,952.31	\$121,490.88	\$126,253.32
F100 FO 3	\$117,952.31	\$121,490.88	\$126,253.32
F100 FO 4	\$117,952.31	\$121,490.88	\$126,253.32
F100 FO 5	\$117,952.31	\$121,490.88	\$126,253.32
F100 FO 6	\$117,952.31	\$121,490.88	\$126,253.32
F100 FO 7	\$117,952.31	\$121,490.88	\$126,253.32
F100 FO 8	\$117,952.31	\$121,490.88	\$126,253.32

	Current	From the first full pay period after 1 July 2022 (3%)	From the first full pay period after 1 July 2023 (3.92%)
F100 FO 9	\$117,952.31	\$121,490.88	\$126,253.32
F100 FO 10	\$117,952.31	\$121,490.88	\$126,253.32

APPENDIX 3 – ROSTER CODES

Code	Meaning
Days off	
RDO	Rostered Day Off
RDO*	Requested Day Off
Leave	
URTI	URTI
B/L	Bereavement Leave
CSL	Sick Leave
SWOP	Sick Leave – Unpaid
LSVL	Long Service Leave
LSVL-H	Long Service Leave – Half Pay
W/C	Workers Comp
LWOP	Leave Without Pay
M/T-U	Maternity Leave – Unpaid
M/T-P	Maternity Leave – Paid
M/T-H	Maternity Leave – Half Pay
A/L	Annual Leave
ADHOC	ADHOC Annual Leave
P/L	Parental Leave
P/L-P	Parental Leave – Paid
P/L-U	Parental Leave – Unpaid
CAR	Carers Leave
Rest	
CAORP	CAO Rest Period
Reserve displaced	
DIS	Reserve Displaced
Call out on RDO	
WDO1	RDO Call Out
Ground duties	
MTG	Meeting
ADM	Administration
DUTYMR	Duty Manager
TRG	Training Ground
TRF	Training Flight
G/S	Ground School
SIM	Simulator
ARD	Airport Duty
Available/unavailable days	
	Blank Day
NAOD	Not Available For Operational Duties
FATIG	Fatigue Duty
U/A	Unavailable
Reserve	
RES	Reserve
RES-X	Reserve priority for specific pairing e.g. RES-M (Melbourne) Note: Still available for other call-outs

APPENDIX 4 – REST PERIODS FOR TIME ZONE CHANGES FOR INTERNATIONAL TRAVEL

Refer clause 38.5

Time Zone Change	Minimum Rest Required (hours)	
	West	East
3	36	45
4	48	60
5	48	60
6	48	60
7	72	90
8	72	90
9	72	90
10 or more	96	120

Note: In applying the above table to arrive at rest period:

- (a) determine the time zone displacement between:
 - (i) the location where the Pilot was last acclimatised (the original location); and
 - (ii) each location where a Duty Period or off-Duty Period was commenced since last acclimatised (later locations); and
- (b) then choose the time zone displacement between the original location and whichever of the later locations gives the greatest time zone displacement; and
- (c) then choose the time zone change in the above table that corresponds to the greatest time zone displacement; and
- (d) then choose the direction (west or east) in which the Pilot travelled and in which, therefore, the greatest time zone displacement occurred under subparagraph (b); and
- (e) then choose the number of hours west or east (as the case requires) that corresponds to the time zone change chosen under subparagraph (c).

APPENDIX 5 – DEFINITIONS AND INTERPRETATION FOR PART B

In this Agreement:

“**Act**” means the Fair Work Act 2009 (Cth) and Fair Work Regulations 2009 (Cth) (as amended).

“**AFAP**” means the Australian Federation of Air Pilots.

“**Agreement**” means this Virgin Australia Regional Airlines Pilots’ Enterprise Agreement 2022.

“**Annual Leave Day**” means a calendar day rostered on annual leave, from midnight to midnight.

“**AOC**” means Air Operator’s Certificate.

“**Approved Accommodation**” means accommodation on the Approved Accommodation List as amended from time to time in accordance with clause 41.

“**Arrival Time**” means the time the aircraft is stationary on completion of the flight.

“**Blank Day**” means a calendar day that is not a duty day, Reserve day, RDO or a leave day. It means a day when VARA has not assigned a duty to the Pilot and where the Pilot is not required to be available for duty.

“**CAO48**” means a direction made under the Civil Aviation Act 1988 (Cth) (as amended) about flight and Duty Times and issued as a CAO. This includes, as appropriate, the Exemption, and CAO48.1.

“**Calendar Day**” means the 24 hours between midnight and the following midnight.

“**CAO**” means a Civil Aviation Order.

“**CAORP**” means a CAO rest period, which is a period of time free of duty whereby a Pilot may work by agreement only and is not necessarily limited to CAO rest requirements.

“**Captain**” means a Pilot employed to act in command of an aircraft.

“**CASA**” means the Civil Aviation Safety Authority or its successors.

“**Check and Training Event**” means any duty where a Check or Training Pilot is required to use their qualifications to perform training and or checking, or any other tasks required in their role, including but not limited to:

- (a) Simulator training and checking duties including, for a Check Captain, conducting a check event in a simulator or aircraft, or conducting a training event in a simulator or aircraft;
- (b) Line training and check duties; including, for a Training Captain, conducting a training event in simulator or aircraft;
- (c) Check and training meetings;
- (d) Ground training, including conducting student classroom training;
- (e) Inductions; and
- (f) When a Check or Training Captain operates a Flight Duty as a First Officer,

but does not include general administrative duties.

“**Check Captain**” means a Pilot who is approved and appointed by VARA and CASA to conduct proficiency tests in a simulator or aircraft for the issue and renewal of Pilot’s licenses and ratings and who certifies to the competency of Pilots so tested in accordance with the grade of Check Captain approval held. Check Captains may also conduct training in a simulator, on an aircraft or on the ground.

“Contract Pilot” means a Pilot engaged in accordance with clause 16.3 – Contract Pilots of this Agreement.

“CPI” means the ALL-Groups Consumer Price Index as published by the Australian Bureau of Statistics or its successor.

“Day of Operation(s)” means the 24 hours between midnight and the following midnight.

“Dead Head Travel” means all travel performed at the direction of VARA not associated with the actual operation of the aircraft but required for the purpose of positioning for a Tour of Duty or returning to Home Base or base of Temporary Transfer after a Tour of Duty. For the purpose of this Agreement, Dead Head Travel or time will be regarded as Duty Time.

“Departure Time” means the time an aircraft commences to move either under its own power or under tow, for the purpose of commencing a flight.

“Displaced Reserve” means a Rostered Duty that has been cancelled and the original duty is re-assigned to be a Reserve in accordance with clause 54.2 and clause 57 – Allocated Duty From Reserve.

“Duty Period” or **“Duty Time”** means a period which starts when a Pilot is required by VARA to report for a duty and ends when the Pilot is free from all duties. For simulators, the Duty Period starts at the beginning of the briefing and ends at the conclusion of the de-briefing.

“Duty Travel” includes Dead Head Travel and travel for the purpose of transferring to a new base, whether permanent or temporary, and any other travel for any other purpose under the direction of VARA.

“Equipment Assignment” means the type or variant (where appropriate) of aircraft a Pilot has been assigned to operate by VARA.

“Exemption” means VARA’s CASA-approved “Standard Industry Exemption for High-Capacity Air Transport” existing at the time of commencement of the Agreement, as amended or replaced by CAO48.1.

“First Officer” means a Pilot employed to act as Co-Pilot of an aircraft.

“Flight Duty” means a duty spent operating as a crew member in an aircraft.

“Flight Duty Period” means a period which starts when a Pilot is required by VARA to report for a Duty Period in which flight as an operating crew member is undertaken, and finished not less than 15 minutes after the end of the block time of the final flight as an operating crew member.

“Flight Hours” or **“Flight Time”** means hours or time on duty as an operating crew member in an aircraft and is calculated from the earlier of the commencement of push back or taxi time, to the time the aircraft arrived at the arrival bay.

“FOPPM” means the VARA Flight Operations Policy and Procedures Manual (as amended or replaced).

“Freeze” and **“Frozen”** means a freeze preventing a Pilot from being able to change Equipment Assignment but does not preclude a change in rank on the same aircraft type or variant, or a change in Home Base (other than brought about by an aircraft type or variant freeze).

“FWC” means the Fair Work Commission or its successor.

“Ground Instructor” means a Pilot who performs ground instruction duties (including but not limited to any or all of Pilot technical instruction, emergency procedures, CRM, and human factors).

“Home Base” means the base at which a Pilot is permanently domiciled.

“Hostile” refers to a location that has been graded at the highest risk level by the Australian Department of Foreign Affairs and Trade. The level of risk assigned to a hostile environment is “Advised Not to Travel”.

“Immediate Family” includes:

- (a) A spouse (including a former spouse, a de facto spouse and a former defacto spouse) of the Pilot. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (b) A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, legal guardian, grandparent, grandchild or sibling of the Pilot or spouse of the Pilot.

“Layover” shall mean the continuous period of four (4) hours or more between Tours of Duty, or between consecutive Duty Periods within a Tour of Duty, at a port other than the Pilot’s Home Base.

“Local Day of Operation” means the calendar day during the 24 hours between midnight and the following midnight, local time at Sign On port.

“Management Pilot” means a Pilot referred to in the FOPPM, as amended from time to time, and:

- (a) who is offered by VARA and accepts a Management Role within VARA in a Leader classification or above; and
- (b) who is engaged on a management contract which excludes the operation of this Agreement. VARA reserves the right to make changes to flight operations organisational structure or management positions. However, VARA will consult with the WRC in the event that it seeks to amend the list referred to in the FOPPM.

“Management Role” means a role referred to in the FOPPM, as amended from time to time, in a Leader classification or above.

“Night Operations” means all duty embracing more than 30 minutes between the hours of 2300 and 0530 hours local time at departure base.

“Pilot” means a pilot employed by VARA including a Check Captain, Training Captain, Captain or First Officer but does not include a Management Pilot.

“Pilot’s List” means the VARA Pilot’s List and/ or the Virgin Australia Group Pilot’s List (as appropriate).

“Productivity Rate” means the hourly rate of pay for productivity payment under clause 64 – Productivity and Appendix 1 – Allowances of this Agreement.

“Outside Buffer Rate” means the hourly rate of pay for a Pilot who works outside of the buffer periods as defined in Clauses 59 and 60.

“RDO” or **“rostered day off”** means a single rostered day off when a Pilot is scheduled to be free of duty at the Pilot’s Home Base (or base to which the Pilot has been temporarily transferred) for a period of not less than 40 consecutive hours commencing the day preceding and ending the day after the calendar day which is the rostered day off.

“RDO Payment” means the amount paid to a Pilot who works on an RDO.

“Reserve” or **“Reserve Period”** means a period during which a Pilot must be contactable and available for a duty and includes both Rostered Reserve and Displaced Reserve. Reserve is neither duty, nor time free of duty.

“**RO/RO**” or “**Roster On, Roster Off**” means working a normal full-time roster for alternating roster periods (the scheduled roster period), with the intervening roster periods being rostered free from duty (non-scheduled roster period).

“**Rostered Duty**” means a Duty Period or series of Duty Periods, with stipulated start and finish times notified by VARA to Pilots in advance.

“**Rostered Reserve**” means a rostered period that has been assigned to be a Reserve on a Pilot’s originally published roster.

“**RPT**” means regular public transport.

“**SALPA**” means Skywest Airlines Pilots Association Inc.

“**Seniority**” means the order of priority established in accordance with clause 35 – Seniority.

“**Sign Off**” means the time of completion of all duties associated with a Duty Period and shall not be less than 15 minutes after the actual aircraft arrival time where Flight Duty is involved.

“**Sign On**” means the actual sign on time for duty and where Flight Duty is involved shall not be less than 60 minutes prior to departure of the flight.

“**Temporary Pilot**” means a Pilot engaged in accordance with clause 16.2 – Temporary Pilots of this Agreement.

“**Tour of Duty**” means the period between the time a Pilot commences a duty in Home Base prior to a Duty Period or making a flight (or series of flights), until the Pilot is finally relieved of all such duties after the termination of such flight or series of flights in Home Base.

“**Training Captain**” means a Pilot, other than a Check Captain, who is appointed to perform route endorsing, line training or ground training.

“**Trainee**” means a Pilot who is yet to satisfactorily pass their first check to line on a VARA aircraft.

“**TWU**” means the Transport Workers Union of Australia.

“**Unions**” means the TWU, SALPA and the AFAP (should they provide written notice that they want to be covered by the Agreement under section 183 of the Act).

“**VA NB Agreement**” means the *Virgin Australia Narrow Body Aircraft Pilots’ Agreement 2021 (as amended or replaced)*.

“**VARA**” means Virgin Australia Regional Airlines Pty Ltd, including any successor, assignee or transmittee of VARA.

“**Virgin Australia Group**” means Virgin Australia Airlines Pty Ltd, Virgin Australia International Holdings Pty Ltd and all related bodies corporate within the meaning of the Corporations Act 2001 (Cth).

“**WRC**” means the VARA Workplace Relations Committee.

PART C – TERMS APPLYING TO VARA BOEING 737 PILOTS

93 Management Pilots

- 93.1** This clause applies to management pilots in the Virgin Australia operation and not the VARA operation.
- 93.2** If a Management Pilot undertakes Flying Duties they will be given a position on the Group Date of Joining (GDOJ) List which is determined by their date of commencement of employment, or the date that Management Pilot commenced Flying Duties if that is later.
- 93.3** While this Agreement does not apply to Management Pilots at Virgin Australia, Management Pilots will participate in the GDOJ List and are able to return to a Check, Training or Line Pilot position. Where this occurs, the Pilot will be bound by the terms and conditions of the relevant enterprise agreement and their position on the GDOJ List will be recognised for all purposes.
- 93.4** Management Pilots are eligible to bid for and be Awarded any Pilot position in accordance with the provisions of the promotion and base transfer system in accordance with the GDOJ List whilst employed under a management contract.
- 93.5** A Management Pilot may be Awarded a line flying position (rank, base, fleet) covered by this Agreement as follows:
- (a) The line position (rank, base, fleet) held at the time the Management Pilot transitioned to a management contract; or
 - (b) The line position (rank, base, fleet) the Management Pilot held at the time of merging the relevant Pilot list into the GDOJ List; or
 - (c) A line position (rank, base, fleet) Awarded during the tenure in management that the Management Pilot has bid for and has been Awarded in accordance with the GDOJ List and selection provisions of this Agreement; or
 - (d) A line position (rank, base, fleet) commensurate with the Pilot's position on the GDOJ List.
- 93.6** Should a Management Pilot bid for and be Awarded, in accordance with seniority and the selection process, a different position (rank, base, fleet) during their tenure in a management role, the Management Pilot is not obligated to transition to that role if the currently held management position does not allow this. However, that role will be Awarded and should the Management Pilot subsequently relinquish their management role at a later date for any reason, they will be entitled to hold that position. The transition of the Management Pilot to a Line Pilot role will not result in the Displacement of an existing Pilot.

94 Failure to Qualify and Maintain Standard

94.1 Failure to qualify

Clause 48 – Failure to Qualify of Part B of this Agreement will apply in any circumstances where a VARA B737 Pilots fails to qualify for their initial endorsement or type rating on B737 aircraft as part of VARA's Fokker 100/ B737 Transition Plan.

94.2 Failure to maintain standard

- (a) Where a Pilot is unsuccessful in completing their training and/or being cleared to line in a new position (other than a command upgrade) within the Virgin Australia Group, they will be subject to a Training Review Board. Where a Pilot returns to their previous position, they will be frozen on type for a set period determined through the Training Review Board. This period will normally be a minimum of 12 months following a check to line before the Pilot can be considered for another move to a higher rank or different aircraft type. The freeze period end date will be annotated on the GDOJ List. The Pilot is also entitled to be provided with reasonable support and training to assist them address any deficiencies identified during the training process.
- (b) Where a Pilot is unsuccessful in completing their command upgrade training, they will be subject to a Training Review Board. Where the Training Review Board determine that the

command upgrade training be discontinued, the Pilot will revert to their previous rank, fleet and base unless otherwise agreed with the Pilot. The Pilot is also entitled to be provided with reasonable support and training to assist them address any deficiencies identified during the training process.

95 Employment Types

- 95.1** Pilots may be employed on a full-time, part-time, fixed task or maximum period basis. Pilots engaged on a fixed task or maximum period basis can only be employed for a maximum of 18 months.
- 95.2** Virgin Australia and VARA seek to encourage a flexible working environment by enabling Pilots to access part-time work (PT50, PT75 and RORO) on the terms and conditions set out in Appendix 8. These can only be changed by agreement of the WRC.
- 95.3** Virgin Australia and VARA will make available part-time positions at a minimum of 12% of full-time equivalent (FTE) Pilots in the combined Virgin Australia and VARA B737 Resource Group.
- 95.4** As a subset of its total part-time obligation, Virgin Australia will provide permanent part-time positions Awarded on the basis of position on the GDOJ List, subject to priority being given to Pilots who are over the age of 55 transitioning to retirement. Virgin Australia and VARA will make available permanent part-time positions at a minimum of 4% full-time equivalent (FTE) Pilots in the combined Virgin Australia and VARA B737 Resource Group.
- 95.5** The allocation of temporary part-time working arrangements (other than those Awarded in accordance with clause 95.3 above) will be in the following order of priority:
- (a) A Pilot who is the parent, or has the responsibility for the care, of a child who is of school age or younger or a child with a disability up to the age of 18 (i.e. where the Pilot's spouse works full-time or other such arrangements that require the Pilot to have responsibility for the care of the child); then
 - (b) A Pilot who is a carer within the meaning of the Carer Recognition Act 2010, or provides care or support to a member of the Pilot's immediate family or a member of the Pilot's household, who requires care or support because the member is experiencing violence from the member's family; then
 - (c) A Pilot who applies for part-time work for lifestyle reasons.
- 95.6** This clause does not affect or alter any part-time arrangements in place to which VARA was a party at the time of commencement of this clause. This means that VARA and Virgin Australia will continue to recognise any part-time arrangement to which VARA was a party under the *Virgin Australia Regional Airlines Pilots' Enterprise Agreement 2019* (including any set or fixed days of work) until the end of the duration of the part-time arrangement.

96 Duties

- 96.1** A Pilot in performing a Duty will act within the limits of their skills, competencies and training.
- 96.2** Pilots while on Duty will conduct themselves professionally and comply with all relevant policies and procedures.
- 96.3** A Pilot may fly privately provided this does not compromise their ability to fly for the Virgin Australia Group or impact compliance with Virgin Australia's Fatigue Risk Management System (FRMS). A Pilot cannot fly for hire or reward unless they have obtained prior approval from Virgin Australia.
- 96.4** A Pilot will not knowingly operate an aircraft and Virgin Australia will not knowingly permit a Pilot to operate an aircraft unless at the start of the Duty Period:
- (a) Virgin Australia has provided opportunity for and the Pilot has taken adequate rest;
 - (b) Virgin Australia has provided opportunity for and the Pilot has taken adequate sustenance; and
 - (c) A Pilot is free of any fatigue, illness, injury, medication or drug which could affect their ability to perform work safely.

97 Preferential bidding system

97.1 Preferential Bidding System (PBS)

- (a) Virgin Australia will ensure Pilots have access to training and ongoing support about the PBS and the strategies Pilots can use to maximise their prospects for successful bids.
- (b) To support the introduction of the replacement to the current PBS, Virgin Australia will develop training specific to the new system that will be accessible to all Pilots.
- (c) Individual bid satisfaction scores are available to Pilots on request from their Base Manager or the PBS Bidding Advisors.

97.2 It is acknowledged that Virgin Australia or VARA will provide the WRC with:

- (a) de-identified information about the satisfaction levels for all Resource Groups arising from Pilots' use of the PBS; and
- (b) the current rules (hard and soft) used in the roster build system and any buffers built into that system.

97.3 Prior to the implementation of any of the PBS, Open Time and Trip Swap System, the WRC shall be fully briefed on the capability of those new systems and provided an opportunity for genuine input on the mechanics of the systems prior to them being implemented. The WRC will review the policies for use prior to implementation.

98 Hours of work

Virgin Australia operates in a 24 hours, seven (7) days a week industry. Pilots must be ready, willing and able to work, on appropriate and reasonable notice, within a 24/7 roster, including night and day operations on any day or combination of days, including Saturdays, Sundays and Public Holidays.

99 Rosters

99.1 A Roster Period will be a nominated 28-day period. Rosters will be prepared and be available at least seven (7) days before the first day of the relevant Roster Period.

99.2 Virgin Australia will provide Pilots with a list of projected Roster Periods and start and finish dates, bid closing dates and roster publication dates.

99.3 Each roster will specify the Pilot's DDO, Blank Days, Duty days with Sign On/Sign Off, Standby Duty Periods, simulator periods, checks, training, Ground Duties, other courses, any leave periods and any other matter thought relevant.

99.4 Rosters for full time pilots will be optimised to ensure that Credits are distributed as equitably as possible, subject to Pilot bidding preferences.

99.5 Rosters for part time pilots will be optimised to ensure that pro-rated Credit targets are distributed as equitably as possible, subject to Pilot bidding preference.

99.6 The indicative span of target Credits will be advised to the Pilots prior to the close of bidding each Roster Period.

99.7 Pre-Assigned Ground Duties will be made available for viewing seven (7) days prior to the close of roster bidding.

99.8 Pre-Assigned line checks and line training duties will be made available at least 24 hours prior to the close of roster bidding.

99.9 Rosters will be issued electronically and accessible via a Pilot's company issued iPad (or equivalent device), personal mobile device or the Company intranet.

99.10 At Roster Publish, where a full-time Pilot takes any leave approved in advance during a Roster Period, DDO will be pro-rated in accordance with the following:

Leave Days	DDOs Available (12 DDO roster period)
0	12
1	12
2	11
3	11
4	10
5	10
6	9
7	9
8	9
9	8
10	8
11	7
12	7
13	6
14	6
15	6
16	5
17	5
18	4
19	4
20	3
21	3
22	3
23	2
24	2
25	1
26	1
27	0
28	0

100 Contacting Pilots

100.1 Pilots will provide Virgin Australia with a telephone number/s should Virgin Australia need to contact them for work related matters. Virgin Australia crew control will contact Pilots using an identifiable (i.e., a non-blocked) telephone number.

100.2 A Pilot shall not be required to accept a duty that is advised during an ODP, unless that duty was Assigned and visible to a Pilot prior to signing off from their previous Duty.

100.3 For clarity, clause 100.2 above does not apply where a Pilot has failed to acknowledge a duty change at Sign Off.

100.4 Virgin Australia may contact a Pilot on a DDO, Blank Day, and annual leave day, or outside Standby contactable periods, to request them to undertake duties. Pilots are not required to be contactable during these times.

101 Fatigue Risk Management System

101.1 Virgin Australia's Fatigue Risk Management System (FRMS) and Appendix 7 - Work Rules apply to Pilots' employment unless varied in accordance with this Agreement.

101.2 Changes to the FRMS or Work Rules can only be made as follows:

- (a) For changes to the FRMS Rules that are intended to improve safety - by the Fatigue Safety Action Group (FSAG) and CASA; or
- (b) For changes to the FRMS Rules or Industrial Work Rules that are intended to improve operational or commercial performance – by agreement of the WRC (and, if necessary, by subsequent agreement/approval by the FSAG and CASA).

101.3 Agreement of the WRC means agreement from each of VARA or Virgin Australia, SALPA, AFAP and TWU. Any such agreement must be recorded in writing and signed by the four parties

101.4 Where changes have been made to the Work Rules under the above provisions, these changes must be communicated in writing by either VARA or Virgin Australia to the Pilots prior to the changes taking effect.

101.5 Components of the FRMS structure at the Commencement Date of this Agreement include:

- (a) The FSAG has oversight of the overall program, makes determination on any changes relating to the maintenance and continued progress of the FRMS and is empowered to make changes to the Work Rules in the interests of safety. Where required, this will be in consultation with CASA. Meetings of the FSAG are minuted and available to Pilots on the intranet. Where the FRMS Governance Committee does not accept a recommendation by the Crew Alertness Study Team (CAST), it will provide written notification and reasons for its decision;
- (b) The Pairing Review Committee which ensures operational feedback is communicated into roster development and network operations for the modification or review of crew schedules; and
- (c) The CAST which reviews and monitors reports of fatigue or potential fatigue and reviews current rosters and lifestyle factors influencing crew alertness during duty. This team comprises Pilots, Cabin Crew and Safety Investigators and jointly assesses and reviews fatigue reports and provides recommendations to the FRMS Governance Committee.
- (d) One (1) VARA 737 Pilot Representative will be rostered to attend all FSAG meetings so they can actively participate in the decision-making process.

101.6 Virgin Australia will, on the WRC's request, report to the WRC on the recommendations of the FSAG, CAST and Pairing Review meetings, and provide the WRC with a copy of the relevant minutes.

101.7 Pilots who attend FSAG meetings, will be provided with transport, accommodation and allowances consistent with this Agreement.

101.8 Virgin Australia will ensure that all company Pilots covered by this Agreement have access to an electronic copy of the current FRMS Work Rules. At the time this agreement comes into effect, the FRMS Work Rules can be located on the Virgin Australia issued iPad in Goodreader.

102 Designated Days Off

102.1 General

- (a) Full time Pilots will be rostered 12 DDOs per Roster Period.
- (b) Unless otherwise agreed, DDO will be at the Pilot's Home Base.
- (c) Virgin Australia will not change a Pilot's DDO without the Pilot's agreement.
- (d) Although there may be occasions where Pilots are asked to work on a DDO, they are not required to do so. If a Pilot agrees to work on a DDO, they will receive the appropriate Credits in accordance with clause 111.2 of this Agreement.

102.2 DDO for Exceptional Caring Responsibilities

- (a) Full-time Pilots who have genuine caring responsibilities (care and access to children which is the subject of a court order) shall be entitled to nominate two (2) DDOs between Monday and Friday (inclusive). Virgin Australia will work with the Pilot to ensure compliance with a court order) provided the following conditions are satisfied:
 - (i) The Pilot can demonstrate that their caring responsibilities require fixed days off each week. For example a Pilot who as part of a separation needs to advise of fixed days they are required to have sole responsibility for the care of their children. Virgin Australia may require a statutory declaration and a copy of the court order from the Pilot to demonstrate the requirement for fixed days off; and
 - (ii) Virgin Australia may roster the Pilot's remaining DDO entitlement as single DDOs; and
 - (iii) To be clear the above clause does not apply to Pilots who desire fixed days off to accommodate childcare arrangements around a working partner.
- (b) Virgin Australia may periodically review (no more than once every six (6) months) the Pilot's individual circumstances to ensure they continue to meet the requirements above.
- (c) Accordingly, clause 24.3 of Appendix 7 does not apply to this clause.

102.3 Priority Days Off (PDO)

- (a) PDOs are a mechanism by which Pilots can request and be allocated up to four (4) DDO's, either as single days or in blocks of two, on particular days, each calendar year. A Pilot can only request a maximum of two (2) PDO in a particular roster period.
- (c) PDO are a subset of and enjoy the same protections as DDO except that PDO can be rostered as a stand-alone single DDO and accordingly clause 24.3 of Appendix 7 – Work Rules does not apply to the PDO. They are not an additional day off entitlement.
- (d) Unless otherwise agreed with the WRC, the system for administering PDO must provide for the following functionality:
 - (i) An ability to request PDOs electronically up to 12 months in advance;
 - (ii) Frequent processing of PDO requests (e.g. monthly or on a roster period basis); and
 - (iii) Allocation of PDO requests on a first in first served basis.

102.4 Once allocated, PDO can only be changed or cancelled with the approval of a Pilot's Base Manager. Any PDO not utilised in a calendar year cannot be carried over into another calendar year.

102.5 Other rules applicable to PDO (e.g. blackout periods and daily caps etc) will be advised by Virgin Australia, after being developed in consultation with the WRC, and published on the intranet.

102.6 Where a Pilot subsequently has leave approved that encompasses an approved PDO, that PDO will be cancelled and refunded to the Pilot's available PDO balance.

102.7 Pilots cannot nominate to work on a PDO. However, a Pilot can accept work on a PDO, in which case the normal “working on a DDO” payment will apply and the PDO will not be re-credited or a substitute PDO provided.

103 Remuneration Package

103.1 Pilots’ remuneration package for the life of this Agreement will comprise of the following:

- (a) the Hourly Rate at either;
 - (i) the Minimum Credit Guarantee (MCG) for the Roster Period (as per clause 105.1 of the Agreement); or
 - (ii) if the actual Credit in the Roster Period is above the MCG/FMCG, the actual Credit achieved.
- (b) Check Captain allowance (as applicable);
- (c) Senior Training Captain allowance (as applicable);
- (d) Training Pilot (Captain or First Officer) allowance (as applicable); and
- (e) Superannuation.

104 Remuneration

104.1 Pilot Hourly Rates

Rank	First full payperiod after 1 January 2023	First full pay period after 1 November 2023
Captain	\$274.00	\$280.00
First Officer	\$178.00	\$182.00

104.2 The above Hourly Rate salary structure will work as follows:

- (a) Pilots will be paid at the applicable First Officer or Captain hourly rate in accordance with clause 10 in Part A of this Agreement.
- (b) Pilots promoted from First Officer under this Agreement to a Captain position covered by this Agreement will be paid the Captain’s Hourly Rate from the first day of the Phase 2 Ground School.
- (c) Check and Training Pilot appointments are as follows:
 - (i) All Training Pilots (Captains and First Officers) will receive an annual allowance of \$25,000, paid on a fortnightly basis. A Training Pilot appointment is for a minimum of six (6) months and may be terminated on two (2) months’ written notice.
 - (ii) All Senior Training Captains will receive an annual allowance of \$30,000, paid on a fortnightly basis. Senior Training Captain appointments are for a minimum of two (2) years and may be terminated on three (3) months’ written notice.
 - (iii) All Check Captains will receive an annual allowance of \$38,000, paid on a fortnightly basis. Check Captain appointments are for a minimum of two (2) years and may be terminated on three (3) months’ written notice.
 - (iv) Allowances for Training Pilots, Senior Training Captains and Check Captains will be pro-rated accordingly where their employment type is Part Time.

104.3 Any overpayment made to a Pilot by VARA may be deducted from the Pilot's salary as soon as practicable. In deducting any overpayment, VARA must first discuss that with the relevant Pilot and take into account the Pilot's personal circumstances. Unless otherwise agreed, the repayment schedule will not exceed 7.5% of the Pilot's net fortnightly salary for each pay period until the overpayment is fully recovered.

104.4 Any overpayment will remain owing until it is repaid in full. If not repaid prior to a Pilot's employment being terminated for any reason, the balance or part thereof of any outstanding amount may be deducted from the Pilot's final pay.

104.5 To avoid doubt, the above salary structure covers any replacement aircraft of similar capacity.

105 Minimum Credit Guarantee (MCG)FMCG

105.1 The MCG will be implemented in accordance with the following:

Full-time Pilots (other than Check Captains)	57.5 Credits
Check Captains (pro-rated for part-time Check Captains)	64.5 Credits
PT75 Pilots	43.13 Credits
PT50 Pilots	28.75 Credits
RO-RO Pilots	57.5 Credits (per Roster Period when the Pilot is rostered on)

105.2 Subject to clause 105.1 above, Pilots will be paid their Hourly Rate for each Credit or part thereof accrued in a defined Roster Period as follows:

- (a) Full-time Pilots will be paid not less than the MCG per Roster Period.
- (b) PT75 Pilots will be paid not less than the PT75 MCG per Roster Period.
- (c) PT50 Pilots will be paid not less than the PT50 MCG per Roster Period.
- (d) RO-RO Pilots will be paid not less than the MCG per Roster Period where the Pilots is rostered on.

106 Hourly Rate and MCG

106.1 The Hourly Rate and the MCG have been calculated to remunerate Pilots:

- (a) for all work, including all flying and non-flying work (for example, time spent performing Ground Duties, training (including completion of V-Learn courses), on Standby and Positioning, in accordance with Table 4 - Credit in clause 111.2 of this Agreement;
- (b) for all leave (including leave loading);
- (c) for working shiftwork, on weekends and on public holidays; and
- (d) for all penalties, loadings and allowances and for all other payments except for:
 - (i) additional allowances for Senior Training Captains, Training Pilots and Check Captains (see clause 104.2(c)) of this Agreement);
 - (ii) payments for Credits in excess of the MCG (see clause 111 of this Agreement);
 - (iii) ad-hoc training Credits (see clause 112 of this Agreement);
 - (iv) cancelled callout Credits (see clause 114 of this Agreement);
 - (v) cancelled accommodation allowances (see clause 121 of this Agreement); and

(vi) overnight meal and incidental allowances (see clause 122 of this Agreement).

107 Payment of Remuneration

107.1 Pilots will be paid fortnightly by electronic transfer into a Pilot's nominated bank account the following amounts:

- (a) Credit for the MCG, paid at the Hourly Rate;
- (b) Check Captain allowance (where applicable);
- (c) Senior Training Captain allowance (where applicable);
- (d) Training Pilot allowance (where applicable); and
- (e) Cancelled accommodation allowance (where applicable).

107.2 Payments for Credits in excess of the MCG will be paid no later than the second fortnightly pay after the end of the relevant Roster Period.

107.3 Superannuation and superannuation salary sacrifice payments will be paid monthly to the superannuation fund nominated by the Pilot, using VARA's payment process.

107.4 All pay slips must accurately detail any allowances and payments for Credits in excess of the MCG paid to Pilots.

108 Superannuation

108.1 VARA will make Superannuation contributions on all Credits paid at the Hourly Rate at the Superannuation Guarantee rate (currently 11%) as prescribed by the Superannuation Guarantee (Administration) Act 1992 (Cth) (Superannuation Guarantee Legislation). For the avoidance of doubt, 11% superannuation or the minimum provided by legislation will also be paid for Pilots over the age of 65.

108.2 VARA will make Superannuation contributions on additional allowances for Training Pilots and Check Captains, payments for Credits in excess of the MCG (including Credits for working on a DDO, Blank Day or leave day, performing ad-hoc training and the cancelled callout allowance). All Superannuation contributions will be paid to a Superannuation fund of the Pilot's choice (or absent a Pilot's choice, into a stapled Superannuation fund).

108.3 VARA will make Superannuation contributions in respect of other forms of remuneration in accordance with the minimum requirements of the Superannuation Guarantee Legislation for the life of this Agreement. At the commencement of this Agreement, the Superannuation Guarantee Legislation does not require VARA to make Superannuation contributions on meal and incidental allowances, cancelled accommodation allowance or reimbursements (e.g. unscheduled overnight reimbursement).

109 Salary Sacrifice

109.1 A Pilot may enter into an effective salary sacrifice arrangement in respect of part of their salary, to the full extent permissible under relevant legislation and relevant Company policy.

109.2 Any fringe benefits tax incurred by VARA as a result of the salary sacrifice arrangement will be met by the Pilot.

110 Reimbursement of Claims

110.1 VARA will pay for/ reimburse the expenses set out in clauses 123.1 and 137.2 of this Agreement.

110.2 VARA will also reimburse Pilots for all reasonable expenses incurred by Pilots in the course of their employment, provided these expenses have been approved by either VARA or Virgin Australia in advance.

110.3 VARA will reimburse Pilots within 21 days after the Pilot submits a valid and complete claim.

111 Credit System

111.1 A Pilot will accrue Credits in each 28-day Roster Period. They will receive payment at the relevant Hourly Rate for every Credit or each pro rata Credit (to the second decimal point) in the Roster Period not less than the MCG.

111.2 The Credit value (or pro-rated Credit value) of an activity performed (unless otherwise stated) is as follows:

Activity performed	Credits (per activity unless otherwise stated)
Flight Time	Greater of actual or Scheduled Flight Time
Simulator Duty – Trainee or Instructor other than Check Captain	4.50
Simulator Duty – Check Captain as Instructor	5.50
Positioning and not in an Economy X window or aisle seat	50% of the greater of the actual or Scheduled Flight Time
Safety and Emergency Procedure Training	4.50
Administration Duties	4.50
Administration Duties with no Credit (ADMIN0)	Nil
Meeting (MTG)	Nil
Security or Dangerous Goods Training (SECDG)	4.50
Security Training rostered in class (SEC)	4.50
Dangerous Goods (DG)	Nil
Non technical skills/ CRM training (NTS)	4.50
Workplace Relations Committee (WRC); Flight Data Acquisition Program (FDAP); Fatigue Safety Action Group (FSAG);	4.50
Approved Leave	2.46 per day
Offline days (OFFLN)	2.46 per day
V-Learn	0.75er Roster Period

111.3 If a Pilot's roster contains no flying, positioning or simulator duties, they will not accrue additional credit hours in excess of the Credit Hour Trigger.

112 Ad-Hoc Training

Line Pilots performing Ad-Hoc Training Work will be paid \$459 for each day that they perform rostered Ad-Hoc Training Work associated with the role.

113 Working on Designated Days Off, Blank Days and Annual Leave Days

113.1 Definition of "Work"

- (a) For the purposes of clauses 113 and 114 the term "Work" means the following, as rostered or directed by Virgin Australia:
 - (i) Flight Time;
 - (ii) Time spent Positioning at the Company's initiative;
 - (iii) Time spent on Reserve;
 - (iv) Time spent performing simulator duties; and
 - (v) Time spent performing ground duties (e.g. attending training, performing Pilot representative duties such as WRC. Time spent performing other administrative work Assigned to Pilots by the Company from time-to-time (for example, project type work).
- (b) For the purposes of clauses 113 and 114, "Work" does not include time spent:
 - (i) progressing a matter through the Disputes Settlement Process, including attendance at the FWC proceedings;
 - (ii) preparing for, discussing or in meetings about performance or disciplinary matters; and
 - (iii) performing union duties.

113.2 Where a Pilot agrees to and performs Work on a DDO, Blank Day or annual leave day, they will receive payment at the Hourly Rate for every flight hour or pro rata flight hour flown, with a minimum of five (5) hours pay per duty. For clarification a Pilot will receive a DDO payment for each DDO lost that a Pilot is away from Home Base as a result of performing Work. This includes each DDO lost whilst on rest at a layover port including where the Pilot does not perform any duty.

113.3 Pilots who perform Work on a DDO or Blank Day are not entitled to a substitute DDO or Blank Day in addition to the payment provided by this clause.

113.4 Pilots who perform Work on an annual leave day are entitled to a substitute annual leave day in addition to the payment provided by this clause.

113.5 Work for which a payment in this clause 113 is payable does not accrue credit hours as described in clause 111.

113.6 Where a Pilot goes sick mid duty and is down route and/ or required to position home on a DDO due to that illness, the Pilot will be entitled to accommodation and allowances but not a working on a DDO payment.

113.7 Where a Pilot goes fatigued and is down route and/ or required to position home on a DDO due to the removal, the Pilot will be entitled to accommodation and allowances, but not a working on a DDO payment.

114 Cancelled Callout Credit

Where a Pilot is called to perform Work (defined in clause 113.1 above) on a DDO, Blank Day or annual leave day but that Work is cancelled less than two (2) hours before the nominated sign on time for the duty, the Pilot will receive payment at the Hourly Rate for two (2) hours pay.

115 Accident Make-up Pay

115.1 In addition to any statutory entitlement to workers compensation a Pilot will be paid accident make-up pay.

115.2 The amount of accident make-up pay will be the difference between the workers compensation entitlement and the amount of base salary that the Pilot would have received had they been at work for the period (average of the Credits at Roster Publish for Pilots in the same Resource Group for given period per Roster Period).

- 115.3 Accident make-up pay will be payable for a maximum period or aggregate of period in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.
- 115.4 A Pilot will not be entitled to any payment under this clause 115 in respect of any period of paid leave.
- 115.5 If a Pilot receives a lump sum in redemption of regular statutory compensation entitlements, VARA's liability to pay accident make-up pay will cease from the date of such redemption.
- 115.6 Where the Pilot recovers damages from VARA or from a third party in respect of a compensable injury independent of statutory entitlements, the Pilot will be liable to repay to VARA the amount of accident make-up pay which the Pilot has received in respect of the said injury and will have no further accident make-up pay entitlements in respect of the injury.

116 Home Base

The Home Base of VARA B737 Pilots at the Commencement Date of this Agreement is Perth. Virgin Australia cannot change a Pilot's Home Base without their agreement.

117 Temporary Base Transfer

At times, VARA may need Pilots to re-locate from their Home Base on a temporary basis. VARA can direct Pilots to re-locate temporarily for training purposes. All other temporary relocations must be by agreement between VARA and the relevant Pilot. Unless otherwise agreed, the terms of any temporary re-locations will be for a minimum of six (6) consecutive days up to a maximum of 34 days. In such a case, Pilots will be paid the allowances specified in clause 122 of this Agreement for the period of the transfer. For rostering purposes, the base to which a Pilot is temporarily relocated is regarded as their Home Base.

118 Air Travel

- 118.1 Pilots are entitled to firm, economy class seating when travelling by air for work related purposes, as close as possible to the front of the aircraft (including upgrades to a higher class where available) or in an exit row, in an aisle or window seat.
- 118.2 Virgin Australia will ensure that a Pilot's seating allocation is completed as soon as practicable after each roster is published. Seating will be based on availability as at the time of seat allocation, without displacing or otherwise moving any customers who have already booked or been allocated a particular seat or seats.
- 118.3 Where a Pilot has a rostered Positioning sector following a Flight Duty Period or Ground Duty (including simulator), the Pilot will be rostered on the first available flight following a reasonable transfer period.
- 118.4 Virgin Australia will ensure that all rostered Positioning within Australia is on Virgin Australia aircraft unless otherwise agreed with the Pilot.
- 118.5 Where a Pilot's rostered or scheduled flight is delayed or cancelled, the Pilot will be re-booked on the next available flight in accordance with clause 118.1 above.
- 118.6 Pilots in uniform travelling for work related purposes are eligible to travel in the jump seat on all Virgin Australia aircraft (subject to legislative restrictions). Access to the jump seat should be allocated on a first served basis and will be at the discretion and approval of the Captain.

119 Car Parking

Virgin Australia will provide each Pilot with a car park in their Home Base or in another base, as agreed. Where necessary, Virgin Australia will also arrange transport between the car park and the terminal.

120 Accommodation and Ground Transport

- 120.1 Virgin Australia will provide accommodation and transport Pilots to/from the relevant airport and Virgin Australia provided accommodation where Pilots are required to Overnight away from Home Base for work related purposes.
- 120.2 The standard of accommodation provided will be appropriate having regard to the need to provide Pilots with safe, comfortable, adequate and uninterrupted rest.
- 120.3 For the purposes of this clause 120, accommodation will satisfy these criteria if it has been assessed as appropriate by Virgin Australia Group Security, and Workplace Health and Safety and includes the following:
- (a) Mandatory items:
 - (i) Appropriate security measures;
 - (ii) 24 hour hot food room service where available in the location consistent with clause 120.5 of this Agreement;
 - (iii) Ability to adequately control room temperature; and
 - (iv) Ability to adequately control room light (block out curtains);
 - (b) Additional non-mandatory but ideal items
 - (i) Stocked mini bar and a safe provided in room;
 - (ii) Close proximity to local transport and facilities;
 - (iii) In room internet access; and
 - (iv) Access to complimentary fitness facilities (if not in the accommodation complex, then somewhere close by).
- 120.4 The mandatory items in clause 120.3(a) of this Agreement can be waived or varied for particular accommodation by agreement of the AIC (such agreement not to be unreasonably refused).
- 120.5 Due to changes in the hotel industry service offering, Virgin Australia may exclude the mandatory item at 120.3(a)(ii) of this Agreement from hotel tender documents and will instead list 24 hour hot food room service as a non-mandatory item. A list of short listed hotels, including any hotel with 24 hour room service, that submit a tender will be provided to the AIC. The AIC will not unreasonably refuse to waive the requirement in clause 120.3(a)(ii) of this Agreement, subject to the Company ensuring appropriate access to sustenance is available for Pilots during layovers.
- 120.6 Where an existing hotel changes access to meals beyond the control of Virgin Australia, consultation with the AIC will occur and the AIC will waive the requirement in clause 120.3(a)(ii) of this Agreement subject to Virgin Australia ensuring appropriate access to sustenance is provided to Pilots during layovers.
- 120.7 Virgin Australia will consult with the AIC and the WRC in respect of any changes to accommodation or any proposed new accommodation. Virgin Australia must commence consultations with the AIC and allow a Pilot nominated by the AIC to inspect any proposed new crew accommodation prior to entering into contract negotiations with the proposed accommodation provider.
- 120.8 Virgin Australia will ensure that all hotel tenders include the option for a tender for sufficient rooms for Pilots only, in addition to the tender for all crew. A list of all hotels that submit a tender will be provided to the AIC, however Virgin Australia has discretion to select a hotel that meets the mandatory items outlined above.
- 120.9 Virgin Australia will also consult with the WRC in respect of any concerns the WRC may have about existing accommodation. Any concerns about such consultation can be progressed through the dispute settlement process.
- 120.10 Virgin Australia will provide Pilots with air-conditioned transport to and from any accommodation. Ground transport will comply with all relevant road/ safety requirements.

121 Cancelled Accommodation Allowances

121.1 VARA will pay Pilots a cancelled accommodation allowance of \$80 in the following circumstances:

- (a) Pilots are required to Overnight away from Home Base for work related purposes;
- (b) That Overnight will be in Australia; and
- (c) Pilots advise Virgin Australia at least 36 hours in advance of their scheduled hotel check-in time that they do not intend to stay at the Virgin Australia provided accommodation.

121.2 The above allowance will be paid fortnightly in arrears. Payment will be made electronically into each Pilot's nominated bank account.

121.3 The above allowance has been calculated on the basis that Pilots will incur at least \$80 to pay for substitute accommodation.

121.4 Where a Pilot elects not to use the Virgin Australia provided accommodation, they will be responsible for providing their own transport from and to the airport to meet the required sign-on times and remain contactable.

122 Overnight Meal and Incidental Allowances

122.1 Pilots will be paid allowances for overnight meal and incidental expenses where they are required to Overnight away from Home Base for work related purposes.

122.2 Allowances will be calculated on the basis of the following meal windows based on local time in the sign on port:

Allowance	Time period
Breakfast	0600-0800 hrs
Lunch	1200-1400 hrs
Dinner	1800-2200 hrs

122.3 The applicable allowance will be paid whenever a duty touches a meal window. It is not necessary for the duty to encompass the entire meal window to receive the applicable allowance.

122.4 Allowances are calculated from sign on to sign off at Home Base where Pilots Overnight away from Home Base for work related purposes.

122.5 The amount of the allowance is currently:

Breakfast	\$34.95
Lunch	\$49.35
Dinner	\$69.20
Incidentals per 24-hour period	\$32.90
24 hr equivalent	\$186.40

122.6 The amount of the allowance will be reviewed consistent with the relevant Australian Taxation Office (ATO) Determination (at the commencement of this agreement this was TD 2023/03), Table 2: Employee annual salary \$133,451 to \$237,520U, as amended each year.

122.7 The above allowances will be paid for all Overnights in Australia and for all existing international ports currently serviced by Pilots covered by this Agreement. If during the course of this Agreement, Pilots are to commence flying regular services to any new international port, the amount of the overnight allowance for that new port will be reviewed by the AIC. Any party

aggrieved by the review process or outcome can progress their grievance via the Disputes Settlement Process.

122.8 Overnight meal and incidental allowances will be paid electronically into each Pilot's nominated bank account, fortnightly in arrears.

122.9 Pilots who operate or position in a Virgin Australia aircraft at a time that touches the following time periods will be provided with access to adequate sustenance and beverages:

0600-0800	Breakfast
1200-1400	Lunch
1800-2000	Dinner

122.10 All times are referenced by scheduled departure time of the flight concerned in port local time.

122.11 Pilots who are rostered at roster publish to operate or position in a Virgin Australia aircraft at a time that touches the dinner meal window, or who are rostered at roster publish to operate or position in a Virgin Australia aircraft on any international sector will be provided with adequate sustenance in line with the food offering provided to business class passengers.

122.12 Pilots will also have access to adequate sustenance and beverages for flights with a scheduled Flight Time of more than three (3) hours and/or where a flight is scheduled to depart between 2300 and 0300.

122.13 For the purposes of the above, Pilots can request items from the cart/galley if there are insufficient crew meals left on a particular flight.

123 Unscheduled Overnight

123.1 Pilots are entitled to be reimbursed up to \$200 for an unscheduled Overnight following the provision of relevant supporting documentation (including receipts).

123.2 An Overnight is unscheduled if Virgin Australia does not make reasonable efforts to bring the requirement to Overnight to the Pilot's attention at least two (2) hours before Sign On for the relevant duty.

123.3 A duty involving a rostered Overnight that is extended for whatever reason to include one (1) additional Overnight is not considered to be an unscheduled Overnight.

124 Annual Leave

124.1 Full-time Pilots are entitled to 42 calendar days paid annual leave each year. Part-time Pilots or Pilots employed on flexible work arrangements will receive a pro-rata entitlement as per Appendix 8.

124.2 Pilots will have the opportunity to bid for leave in accordance with the annual leave bidding arrangements set out in Appendix 9. These arrangements can only be changed by agreement with the AIC.

124.3 Leave Slots

(a) Sufficient leave slots will be provided in the annual leave ballot for every Pilot in each Resource Group to take at least their annual entitlement of Annual Leave in the ballot. The distribution of leave slots through the ballot year will be determined by the AIC and must take into consideration the following priorities:

- (i) Maximising the availability of leave slots during school and public holidays; and
- (ii) Maximising the total number of leave slots available.

- (b) Notwithstanding the above priorities, Virgin Australia will ensure that the number of leave slot available in each week over peak holiday periods is equivalent to no less than 10% of the Resource Group, unless the WRC agree otherwise.

124.4 Ad-Hoc Leave

Any annual leave slots not allocated in the Annual Leave Ballot, and any additional capacity to offer leave as a result of changes in the resource plan will be made available as Ad-Hoc Leave.

124.5 Compulsory Leave

- (a) VARA or Virgin Australia may direct Pilots to take Annual Leave (**Compulsory Leave**) provided that, after taking such Annual Leave, a Pilot has a balance of no less than their annual entitlement.
- (b) The process for directing Pilots onto Compulsory Leave will be as follows:
 - (i) Virgin Australia will notify the Pilot in writing at least two (2) weeks prior to assigning any Compulsory Leave that the Pilot is eligible to be assigned Compulsory Leave.
 - (ii) Prior to VARA or Virgin Australia directing a Pilot to take Compulsory Leave it will consider Pilot's personal circumstances including any Awarded or pending Ad-Hoc Leave. It is the responsibility of the Pilot to raise any personal circumstances with Virgin Australia as to why they should not be assigned Compulsory Leave.
 - (iii) Any direction to take Compulsory Leave will then require a minimum of six (6) weeks' notice and only after all ad hoc bids have been Awarded over the period the Compulsory Leave is being assigned.
 - (iv) Virgin Australia will only roster a maximum of two (2) weeks' Compulsory Leave per Pilot in any RP, unless otherwise agreed with the Pilot in writing.
- (c) Only the amount of leave not awarded or assigned as part of the ballot (calculated after all leave has been surrendered) can be used for the assignment of Compulsory Leave. This will be monitored by the AIC.
- (d) Compulsory Leave cannot be surrendered nor placed in the Leave Bin. However, a Pilot may swap Compulsory Leave for an equivalent period of leave held by another Pilot or for an equivalent period of available Ad-Hoc Leave that is earlier than the period of Compulsory Leave.

124.6 Where a Pilot changes rank or base, the Pilot may be required to forfeit any approved leave that falls during the training or consolidation phases associated with the change in rank or base.

124.7 A Pilot will be able to keep any approved leave that falls outside the training or consolidation phases. Consolidation will be regarded as the first 100 hours Flight Time post successful check to line.

124.8 If a Pilot is ill for any period during annual leave, VARA or Virgin Australia will count that period of illness as personal leave provided:

- (a) the Pilot informs Virgin Australia of the illness as soon as practicable;
- (b) the Pilot has enough credited personal leave; and
- (c) supporting medical documentation is provided.

124.9 Generally speaking, Pilots must not be asked to perform work during periods of annual leave. In any event, Pilots cannot be required to perform work during a period of annual leave unless they agree.

124.10 Where a Pilot agrees to perform work on an annual leave day, they will be paid in accordance with clause 111 for each day worked. They will also not be debited any annual leave for the day/s worked.

- 124.11 VARA and a Pilot may agree to cash out annual leave. Pilots cannot however be required to cash out annual leave if they do not want to. Cashing out must be done in a way that is consistent with the Act.
- 124.12 Accrued annual leave is paid out on termination of employment,
- 124.13 Pilots will not be rostered to sign off for duty later than 1800 hours local on the day prior to commencing any balloted annual leave
- 124.14 Other than for single annual leave days, Pilots returning from annual leave will not be rostered to commence duty any earlier than 0600 local on the first day immediately following the period of annual leave.
- 124.15 Pilots who reach the annual flight limit (900 hours) will not be required to take annual leave, and in such circumstances, Pilots will be paid their annual fixed remuneration (plus additional allowances for Check Captains and Training Captains where applicable) for the period that they are unable to fly.
- 124.16 Pilots are entitled to access two (2) weeks of their annual leave for their wedding/commitment ceremony provided four (4) months' written notice is given. Approval of this leave may be subject to black-out periods that will be published with the annual leave ballot results.

125 Personal/Carers Leave

- 125.1 Full-time Pilots are entitled to 15 days paid personal/carer's leave each year. Part-time Pilots or Pilots employed on flexible work arrangements will receive a pro-rata entitlement as per Appendix 8. Personal leave accumulates from year to year.
- 125.2 Pilots can use their personal/carer's leave entitlement if they are unable to attend work because of illness or injury or because a member of their immediate family or household is ill or injured and requires care or an unexpected emergency happens. Personal/carer's leave can be requested in advance for the purposes of undergoing medical procedures and attending medical appointments.
- 125.3 Pilots are required to notify Virgin Australia as soon as practicable in advance of their need to take personal leave so as to enable Virgin Australia to make alternative arrangements to cover the Pilot's roster.
- 125.4 Pilots are required to produce a medical certificate for personal/carer's leave:
- (a) of two (2) or more days in a row; and/or
 - (b) for a future single day where the Pilot has had seven (7) or more single day absences without appropriate supporting documentation within a 12 month period. Virgin Australia will notify a Pilot who has had six (6) single day absences of the requirement to provide a medical certificate for further single day absences.
- 125.5 If a Pilot becomes ill or injured whilst performing work away from Home Base, Virgin Australia will do what it reasonably can to provide treatment for the Pilot and return them to Home Base as soon as possible.
- 125.6 Pilots will not be debited more than 69 hours of personal/carer's leave entitlements in a 28-day roster period.
- 125.7 Annual leave can be used in lieu of sick leave where a Pilot's personal/carer's leave balance is zero or in the negative. If a Pilot chooses not to use their annual leave or their annual leave balance is zero or in the negative, the Pilot's fixed annual remuneration may be reduced by 1/365th for each day of personal/carer's leave taken.
- 125.8 Accrued personal/carer's leave is not paid out on termination of employment.

126 URTI Leave

- 126.1 Full-time Pilots are entitled to six (6) days paid URTI leave each year if they have an upper respiratory tract infection. Part-time Pilots or Pilots employed on flexible work arrangements will receive a pro-rata entitlement.

- 126.2 URTI leave is in addition to personal/carer's leave entitlement.
- 126.3 Pilots are to notify Virgin Australia as soon as practicable in advance of their need to take URTI leave so as to enable Virgin Australia to make alternative arrangements to cover the Pilot's roster.
- 126.4 Pilots are required to produce a medical certificate for URTI leave for periods of leave in excess of two (2) days in a row
- 126.5 If a Pilot suffers an URTI whilst performing work away from Home Base, Virgin Australia will do what it reasonably can to provide treatment for the Pilot and return them to Home Base as soon as possible.
- 126.6 URTI leave does not accumulate from year to year and is not paid out on termination of employment.

127 Long Service Leave

- 127.1 Subject to clause 127.1, from the application of this Part C of the Agreement to a VARA B737 Pilot, the Pilot accrues long service leave in accordance with relevant state legislation or company policy, whichever is more favourable.
- 127.2 Pilots will retain the long service leave balance (accrued at the rate of 13 weeks after 10 years service, upon the commencement of Part C applying to them. From the commencement of Part C applying to them, any future accrual of long service leave will be at the rate prescribed in clause 127.1. All accruals will be recognised for the purposes of taking annual leave or payment of annual leave on termination.
- 127.3 Pilots can apply to take long service leave at half the rate of pay for twice as long. Approval is subject to operational requirements and Company policy, and is at the discretion of Virgin Australia. These approval requirements must also be applied in a way that is consistent with applicable law.

128 Unpaid Carer's Leave and Paid Compassionate Leave

Pilots are entitled to unpaid carer's leave and paid compassionate leave in accordance with the Act or Company policy, whichever is more favourable.

129 Parental Leave

- 129.1 Pilots with at least 12 months' continuous service with the Virgin Australia Group are entitled to 12 months' unpaid parental leave if the leave is associated with:
- (a) the birth of a child of the Pilot or the Pilot's spouse or de facto partner; or the placement of a child with the Pilot for adoption; and
 - (b) the Pilot has or will have responsibility for the care of the child
- 129.2 Clause 129.1 above is subject to the following:
- (a) Ten (10) weeks paid parental leave at the Pilot's fixed annual remuneration at the time of commencing the leave, in relation to the birth of the Pilot's child or the child of the Pilot's partner where the Pilot is to be the Primary Caregiver of the child. This leave will be offset against the entitlement to unpaid parental leave in accordance with the Fair Work Act. Paid parental leave can only be taken by the Primary Caregiver immediately after the birth of the child.
 - (b) Two (2) weeks paid parental leave at the Pilot's fixed annual remuneration at the time of commencing the leave, in relation to the birth of the Pilot's child or the child of the Pilot's partner for Pilots who will not be the Primary Caregiver of the child. This will be offset against the entitlement to unpaid parental leave in accordance with the Fair Work Act.
 - (c) Three (3) weeks paid parental leave at the Pilot's fixed annual remuneration at the time of commencing the leave, in relation to the placement of a newly adopted child where the Pilot is to be the Primary Caregiver of the child. This will be offset against the entitlement to unpaid parental leave in accordance with the Fair Work Act.

129.3 All other entitlements and obligations in relation to parental leave are in accordance with the Act and this entitlement must be read in conjunction with those requirements.

130 Extended Paid Leave

130.1 Where a Pilot has exhausted all their leave entitlements, the following factors will be considered by VARA when considering whether to provide additional paid leave to a Pilot:

- (a) Expert medical or other health advice as to the likelihood of the Pilot being able to return to full, normal flying duties, including likely duration of the extended absence; and
- (b) Existing personal circumstances, including details of access to any loss of licence or income protection policy or other assistance (e.g., government assistance) that may be available.

130.2 Each case will be considered on its merits. Where VARA decides that extended paid leave will not be made available, VARA will meet with the Pilot and explain why it was not granted. The Pilot is entitled to have a representative attend that meeting.

131 Special Circumstances Leave

131.1 VARA recognises that there will be times when a Pilot may experience exceptional life circumstances that are beyond their control.

131.2 Special Circumstances Leave may be made available for a Pilot to take time away from the workplace to assist in coping with an unexpected challenge which has occurred in their life.

131.3 In these circumstances, Special Circumstances Leave, which may be either paid or unpaid, may be granted at the discretion of the Head of Flight Operations.

131.4 If you are approved for paid Special Circumstances Leave, this leave will be paid at the Pilot's base rate of pay.

132 Leave Without Pay

132.1 Pilots can apply for leave without pay (LWOP). Approval of LWOP is at VARA's discretion in accordance with the relevant Company policy.

132.2 Prior to LWOP being taken, VARA may require a Pilot to exhaust all applicable accrued paid leave entitlements, except in the case of LWOP that is taken for compassionate reasons. Any personal/ carers or long service leave accrued at the time of taking LWOP will be recognised upon return to the Pilot's previous position (or another position, as agreed).

132.3 A Pilot returning from approved LWOP will be returned to their previous position or, should that position (i.e., fleet, rank, and base) no longer exist, then they will be returned to a position they could successfully be Awarded having regard to the GDOJ List and the Pilot's most recent bid preference.

132.4 Pilots on LWOP can submit a bid in any bid import that closes within six (6) months of their return date but can only be Awarded an advertised position which commences training after they have returned.

132.5 Any period of LWOP will not count as service for accruing any entitlements under this Agreement.

132.6 Pilots on approved LWOP will retain their existing position on the GDOJ List.

133 Australian Defence Force Reserve Leave and Community Service Leave

133.1 If a Pilot is required for Australian Defence Force reserve service and/or training or Community Service Leave during the Pilot's normal duty time, leave will be granted in accordance with the Virgin Australia's Leave Policy, as amended from time to time.

133.2 At least one (1) DDO will be rostered immediately following any period of Defence Force Leave or Community Service Leave.

133.3 A single DDO may be rostered following Defence Force Leave or Community Service Leave irrespective of whether the Pilot has bid to allow single DDOs or not.

134 Jury Service

- 134.1 The Work Rules in Appendix 7 do not apply to Jury Service.
- 134.2 A Pilot summonsed for Jury Service will be entitled to Jury Service for the period of the summons. This will not count as duty.
- 134.3 Where a Pilot is released from Jury Service indefinitely, they must advise Virgin Australia Crew Control who will Assign duty/duties following an agreed period of rest.
- 134.4 Where the Pilot has participated in tasks or functions relating to the Jury Service for more than four (4) consecutive days, they must have two (2) Days Free of Duty prior to commencing any other duties described in this Agreement.

135 Domestic and Family Violence Leave

- 135.1 The Virgin Australia Group recognises that Pilots 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.
- 135.2 "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.
- 135.3 A Pilot 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.
- 135.4 Such leave will be capped at 10 days per calendar year and does not accrue.
- 135.5 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.
- 135.6 All personal information concerning family violence will be kept confidential in line with Virgin Australia's privacy policies and relevant legislation. No information will be kept on a Pilot's personnel file without their express written permission.
- 135.7 A Pilot experiencing family violence may raise the issue with their immediate Manager or the People Team.
- 135.8 Virgin Australia will make every effort where practicable to accommodate:
- (a) Any temporary changes to a Pilot's span of hours, pattern of hours, or rosters;
 - (b) Change to telephone number or email address to avoid harassing contact; and
 - (c) Any other appropriate measure including those available under existing provisions for family friendly or flexible work arrangements.

136 ASIC

- 136.1 Pilots must maintain an Aviation Security Identity Card (ASIC). Pilots accept that their employment may be jeopardised if they cannot maintain an ASIC as a consequence of their own conduct.
- 136.2 Virgin Australia will facilitate, administer and pay for a Pilot's ASIC issue and renewal.

137 Passports and Visas

- 137.1 Pilots must maintain a current passport and relevant visas so as to allow them to gain entry into each port into which Virgin Australia flies. Pilots accept that their employment may be jeopardised if they are unable to maintain these documents as a consequence of their own conduct.
- 137.2 Virgin Australia will reimburse the costs associated with the maintenance of relevant passports and visas following the provision of relevant supporting documentation (including receipts). This

only includes costs associated with a priority processing service for passports in exceptional circumstances. For exceptional circumstances to apply, the Pilot must obtain approval from their manager prior to submitting the application for renewal.

138 Safety at Work

138.1 Virgin Australia will comply with all relevant legislative obligations and will actively and systematically manage safety related risks associated with the operations and promote the development of a positive safety culture. This will be achieved through the following safety principles:

- (a) Management commitment to the establishment and maintenance of safe workplaces and practices.
- (b) Actively supporting a System of Safety designed around processes, procedures, accountabilities and authorities and not designed around individuals and organisational hierarchies.
- (c) Ensuring all people supporting Virgin Australia are provided with the necessary knowledge and skills to perform their role.
- (d) Embracing a culture in which management and employees have a shared responsibility, where personal behaviour is fundamental to the achievement of safety outcomes.
- (e) Just culture is an organisational value that encourages mutual trust and open reporting by adopting a fair and consistent approach to the management of events.
- (f) Safety information is openly communicated.
- (g) Through education, Virgin Australia will enable its people to have a common understanding of safety and nature of risk.
- (h) Enlisting the support of all staff to develop solutions that eliminate unsafe conditions and practices.
- (i) Goals, targets and strategies will be established to improve safety outcomes.

138.2 Virgin Australia will ensure that Pilots' work environment is kept in a clean and sanitary condition by implementing the required processes to ensure Virgin Australia flight decks are cleaned regularly.

139 Vaccinations

Virgin Australia will pay for all vaccinations that are required or recommended by the Virgin Australia Group Medical Officer to enter the countries into which the Virgin Australia Group operates. The list of recommended vaccinations will be published on the intranet and reviewed not less than annually.

140 Disciplinary Investigations

140.1 Where a Pilot is alleged to be involved in an incident, they may be suspended on full pay pending investigation of the incident.

140.2 The conduct of an investigation will involve an initial fact-finding exercise. Depending on the circumstances, this may or may not be followed by the making of allegations against a Pilot and a disciplinary process.

140.3 A Pilot may agree to attend a meeting on a DDO, Blank Day or annual leave day, however they cannot be required to attend on this day. Where a Pilot agrees to attend a meeting on a DDO, Blank Day or annual leave day, they will not be entitled to a working on a DDO payment for doing so, although the Pilot will be eligible for allowances as per clause 122 (where applicable).

140.4 Where a Pilot is subsequently cleared of all allegations, they will receive pay in accordance with their original roster. They will not, however, receive any meal, accommodation/overnight and incidentals allowances.

- 140.5 At all stages in the process, the investigator and any relevant decision maker must adhere to the key principles of procedural fairness set out below:
- (a) at any stage in the process, a Pilot can require that they be given three (3) business days' notice of any meeting (i.e. notice given to a Pilot at 4pm on Monday can be followed by a meeting at 4pm on Thursday) to give them an opportunity to arrange representation, take advice and otherwise prepare;
 - (b) all allegations (including, where applicable, a de-identified complaint) must be provided to the Pilot in writing at the earliest possible time but not less than three (3) business days before any meeting with Virgin Australia to discuss those allegations (i.e. allegations provided to a Pilot at 4pm on Monday can be followed by a meeting to discuss those allegations at 4pm on Thursday);
 - (c) the Pilot is entitled to know the substance of any allegations of complaint made against them;
 - (d) the Pilot must be provided with an adequate opportunity to respond to any allegations put to them;
 - (e) Virgin Australia must consider the Pilot's response;
 - (f) All parties must act in a reasonable and timely manner to facilitate the conduct of the investigation and the making of findings; and
 - (g) All parties to the decision must be heard and all relevant arguments considered before a decision is made.
- 140.6 Virgin Australia will not interview a Pilot in relation to any disciplinary matter before putting the allegations to a Pilot in writing. In all cases, Virgin Australia will give a Pilot it wishes to interview a minimum of three (3) business days' notice of any meeting. A Pilot may agree to a shorter notice period to enable expeditious resolution of a matter.
- 140.7 Any requests for an extension of the three (3) business days' notice requirement will not be unreasonably refused.
- 140.8 Disciplinary investigations should be conducted as confidentially and promptly as is practicable and having regard to the general principles of procedural fairness.
- 140.9 If a disciplinary matter involves a dispute between a Pilot and another employee, Virgin Australia will give the parties an opportunity to meet and discuss the allegations that have been made and attempt to resolve the dispute by mediation or conciliation.
- 140.10 If a Pilot is aggrieved by the investigation process, decision or outcome, they may appeal against the decision or outcome in accordance with the Disputes Settlement Process on any of the following 'non-exhaustive' grounds:
- (a) Procedural fairness was not adhered to;
 - (b) There were matters that were taken into account which should not have been;
 - (c) There were matters that were not taken into account which should have been (including relevant mitigating circumstances); and/or
 - (d) There were material findings or conclusions made that could not be objectively supported based on the information that was properly available to the decision maker.
- 140.11 The Pilot must advise Virgin Australia in writing of their intention to appeal against the decision within 21 days of the decision being made.
- 140.12 Virgin Australia will review the written appeal and other relevant documentation and information. It is preferable that the person who was involved in dealing with the matter which is subject to appeal not be involved in determining the appeal.
- 140.13 Appeals will be determined by Virgin Australia, wherever possible, within 21 days of receipt of a written appeal. Pilots must be notified of the outcome of their appeal in writing, including reasons for the decision.
- 140.14 Pilots may elect to progress a dispute concerning a disciplinary matter via the Disputes Settlement Process in addition to or in substitution for an appeal as outlined above.

140.15 The Pilot may choose to have any person (including a union official) represent them during an investigation/appeal process. Virgin Australia must recognise the representative for all purposes involved with the investigation/appeal.

141 Demotion

141.1 Where a Captain has engaged in an act of serious misconduct, VARA may demote the Captain to a First Officer (with an equivalent reduction in pay) as an alternative to termination of employment.

141.2 Demotion will be for a fixed period dependent on the severity of the matter. The duration of the demotion will be communicated to the Pilot at the outcome stage.

141.3 Prior to being returned to a Command position the Pilot will be required to complete appropriate upgrade training and successfully check to line.

141.4 Where a First Officer has engaged in an act of serious misconduct, VARA may apply a rank and/or fleet freeze as an alternative to termination of employment. VARA must advise the affected Pilot in writing of the length of the freeze period.

141.5 A Pilot will be provided an opportunity to respond to any adverse finding before a final decision is made with respect to the demotion or bidding freeze.

142 Disciplinary and training records

142.1 Pilots are able to view and access any disciplinary or training records and make copies or notes of the contents. A copy of any disciplinary record or adverse training finding must be provided to the Pilot at the time of issue.

142.2 Pilots have the right to seek answers regarding disciplinary or training records if they require further information about this documentation. If a Pilot believes that the documents have not been brought to their notice, the Pilot has the right to seek review.

142.3 For the purposes of this clause 142, a disciplinary record means any record that Virgin Australia seeks to rely on in respect of any performance or disciplinary matter.

143 Safety Investigations

143.1 A Pilot may be removed from Duty to assist with a safety investigation.

143.2 A Pilot may agree to attend a meeting on a DDO, Blank Day or annual leave day, however they cannot be required to attend on this day.

143.3 Where a Pilot agrees to attend a meeting or participate in training associated with a safety investigation they will not be entitled to a working on a DDO, Blank Day or annual leave day payment under clause 113 for doing so, although the Pilot will be eligible for allowances as per clause 73 (where applicable).

143.4 The Pilot may elect to have a support person of their choosing attend any meetings associated with a safety investigation.

143.5 Virgin Australia will, at the request of a Pilot, brief and involve the nominated safety representative of the Pilot's respective representative association about any safety investigation involving that Pilot.

143.6 Virgin Australia will ensure that the representative is kept up-to-date with ongoing developments of the investigation and is briefed on the outcome, safety recommendations and changes to procedures implemented as a result of the safety incident.

144 Subject to Operation Clearance (SOC)

144.1 Where at Roster Publish, a Pilot is rostered SOC for the entire Roster Period, they will be rostered minimum DDO or Blank Day, as applicable, (rostered as SOC-DD) in accordance with this Agreement. The remaining days will be rostered as SOC.

- 144.2 If a Pilot is subsequently removed from SOC following Roster Publish and part way through the Roster Period, the SOC days will be reassigned with Duties as required by Virgin Australia.
- 144.3 Where a Pilot is made SOC part way through a Roster Period, the Pilot's DDO will be converted to SOC-DD. A Pilot cannot be required to undertake any Duties on a SOC-DD other than by agreement.
- 144.4 Where a Pilot agrees to perform work on a SOC-DD, they will be entitled to the Credits associated with that Work.

145 GDOJ List

- 145.1 The GDOJ List will detail the following information:
- (a) A Pilot's position on the List;
 - (b) Name;
 - (c) Staff Number;
 - (d) Base;
 - (e) Fleet;
 - (f) Rank; and
 - (g) End date for any freeze.
- 145.2 The GDOJ List will be available on the intranet and updated by Virgin Australia at least every quarter
- 145.3 Any concerns or disputes about the GDOJ List are to be dealt with in accordance with the Disputes Settlement Process.

146 Secondments

- 146.1 Pilots may be seconded to an approved airline outside the Group to advance their careers. Any such secondment requires agreement from the affected Pilot/s, Virgin Australia, and the approved airline. Virgin Australia will determine the airlines that are approved for the purposes of this clause.
- 146.2 The period of secondment will be determined by the needs of Virgin Australia and the approved airline and such period may be extended if all parties agree. Pilots on secondment must serve out the minimum period specified in their secondment agreement before returning to their prior position at Virgin Australia (or another position, as agreed).
- 146.3 Unless otherwise agreed by the parties, Pilots must take and/or be paid any outstanding annual leave prior to commencing the secondment. Any personal/ carer's or long service leave accrued at the time will be recognised upon return to the Pilot's prior position (or another position, as agreed).
- 146.4 Approved secondments will not break continuity of service and upon return, their original position on the GDOJ List will be recognised.
- 146.5 A Pilot returning from an approved secondment will be returned to their previous position or, should that position (ie. fleet, rank and base) no longer exist, then they will be returned to a position they could successfully be Awarded having regard to the GDOJ List and the Pilot's most recent bid preference.

147 Bond and endorsement arrangements

- 147.2 Virgin Australia will pay for endorsement costs and Command Upgrade training for all Pilots as set out below.
- 147.3 Following an endorsement which Virgin Australia has paid for, Virgin Australia may require that a Pilot:

- (a) Be frozen on the aircraft type to which they were endorsed for a minimum of 36 months from the date of successful completion of the initial type rating test; and
- (b) Repay \$45,000 (on a reducing pro-rata basis, calculated monthly) if their employment with Virgin Australia comes to an end (other than by way of redundancy, for medical or compassionate reasons or retirement) during the 36 month period.

For the avoidance of doubt, nothing in this clause 147 requires VARA F100 Pilots to be subject to a bond in accordance with paragraph 147.3(b) when they transition onto the B737 in accordance with VARA's Fokker 100/ B737 Transition Plan, although they will still be subject to a freeze in accordance with clause 147.3(a)

147.4 Following a Command Upgrade, Virgin Australia may require that a Pilot:

- (a) Be frozen on the aircraft type for a minimum of 20 months from being checked to line as a Captain; and
- (b) Repay \$20,000 (on a reducing pro-rata basis, calculated monthly) if their employment with Virgin Australia comes to an end (other than by way of redundancy, for medical or compassionate reasons or retirement) during the 20 month period.

147.5 Virgin Australia will pay for the endorsement costs for all new Pilots to the Group. In return:

- (a) These Pilots will be paid a Training Salary that is \$15,000 less than the applicable Level 1 First Officer's salary at the time. This Training Salary will be paid for the first year, following which they will be paid the applicable Level 2 First Officer's salary; and
- (b) Virgin Australia may require that they:
 - (i) Be frozen on the aircraft type to which they were endorsed for a minimum of 36 months from the date of successful completion of the initial simulator type and instrument rating check rides; and
 - (ii) Repay \$15,000 (on a reducing pro-rata basis, calculated monthly) if their employment with Virgin Australia comes to an end (other than by way of redundancy, for medical or compassionate reasons or retirement) during the 36 month period.

147.6 To achieve 147.3(b), 147.4(b), and 147.5(b)(ii), Pilots agree that Virgin Australia may apply all of their final pay towards repayment of the unpaid portion of the endorsement costs and, if the final pay is insufficient to cover this, the Pilot must enter into a repayment agreement with Virgin Australia for the shortfall.

147.7 Virgin Australia may not waive a freeze period described above, except in the following circumstances:

- (a) A type freeze can only be waived in circumstances where there are no other suitable applicants on the GDOJ List (who are not frozen) to fill the relevant vacancy;
- (b) Waiver of a freeze period will only be permitted where a Pilot has completed two (2) recurrent training program simulator cycles on type, unless otherwise agreed by the AIC; and (c) In the event of a base closure, type freezes applicable to Pilots who are subject to the base closure will be waived for the purpose of filling positions on another fleet within the affected base.

148 Uniforms

148.1 Virgin Australia will provide Pilots with uniforms which must be worn in accordance with Virgin Australia's grooming standards.

148.2 Pilots must, at their own expense, replace any uniform items if replacement becomes necessary as a result of conditions other than theft, fair wear and tear and/or damage during the course of duty.

148.3 Should any item of uniform be lost or stolen, it must be reported as soon as possible.

148.4 Uniforms remain the property of Virgin Australia and must be returned if a Pilot leaves employment, changes position or Virgin Australia requests that the Pilot returns it.

149 Anti-discrimination

149.1 The Parties respect and value diversity in the workplace.

149.2 The Parties will help to prevent and eliminate unlawful discrimination in accordance with relevant anti-discrimination legislation.

149.3 The Parties are bound by and will apply Virgin Australia policies on harassment and discrimination (Equal Employment Opportunity Policy and Virgin Australia Code of Conduct as available on the Virgin Australia intranet) and any relevant legislation. Pilots may be asked to assist in any investigation should an incident involving discrimination, harassment or any other form of unacceptable behaviour occur.

150 Insurances

150.1 Subject to this clause 150, Virgin Australia will provide the following:

- (a) travel insurance at its own cost while Pilots are travelling for work (e.g. emergency medical and dental cover, security assistance, medivac etc);
- (b) accident insurance or self-insurance at its own cost for a death benefit of not less than \$300,000 over and above any entitlement under accident compensation legislation, subject to the exclusions in the relevant policy (note: this death benefit covers loss of life as a result of an accident and may not cover all loss of life events); and

151 Indemnity

151.1 Virgin Australia will, to the extent permitted by law, indemnify and release Pilots from all claims and demands made against them (whether made during or after the period of the Pilot's employment) by any person including by Virgin Australia, other Pilots, Passengers and/or their legal personal representatives:

- (a) where the claim or demand is made as a result of injury or loss to a person or property that is caused or contributed to by a Pilot (whether by negligence or any other act or omission) in performing their duties in the course of employment;
- (b) except where such injury or loss was caused wilfully by the Pilot unless the injury or loss was beyond the Pilot's control.

151.2 In addition, in applying this clause 151, Virgin Australia will:

- (a) to the extent permitted by law, provide legal counsel and defend Pilots and their estates in any legal actions arising in connection with the performance of the Pilot's duties, and indemnify them and hold them harmless from any judgment rendered there under; and
- (b) when required to act as a witness for another Pilot, give them a reasonable period free of duty to prepare and appear as a witness, subject to company operational requirements. Pilots will continue to receive fixed annual remuneration during this time and the day will be treated as an administration day. Where a Pilot is required to travel away from their Home Base to attend hearings, they will also be provided with travel, accommodation and allowances.

152 Stand down

152.1 If a catastrophic event (other than an industrial matter) occurs that is beyond VARA/ Virgin Australia's control, VARA/ Virgin Australia may be prohibited from operating to its normal route structure and may need to stand Pilots down. In light of this and following consultation in accordance with clause 11 of this Agreement, VARA/ Virgin Australia has the right to stand Pilots down with or without pay for any cause for which it cannot reasonably be held responsible.

152.2 The right to stand Pilots down is subject to VARA/ Virgin Australia ensuring that all reasonable options for other work and leave have been explored before the stand down is implemented.

153 Leaving Virgin Australia

- 153.1 New Pilots at VARA will be subject to a six (6) month probationary period. A Pilot or Virgin Australia may terminate the Pilot's employment at any time during the probationary period by giving one (1) week's notice or payment in lieu of notice (or a combination of both).
- 153.2 If a Pilot has transferred their employment to VARA from another company in the Virgin Australia Group, their employment at VARA is not subject to a probationary period. The one exception to this is if a Pilot has been employed for less than six (6) months by a company within the Virgin Australia Group before transferring to VARA. If that happens, then the Pilot's probationary period at VARA will be the difference between the period of time served at the other Virgin Australia Group Company and six (6) months.
- 153.3 Once a Pilot's probationary period has passed (or if a Pilot has no probationary period), a Pilot or VARA may terminate the Pilot's employment at any time by giving notice consistent with the Fair Work Act.
- 153.4 VARA may terminate a Pilot's employment by making payments in lieu of notice (or a combination of notice and payments in lieu). VARA is not however required to give notice or make payments in lieu if a Pilot engages in serious misconduct. A Pilot and VARA may also agree to waive any notice period that is required.
- 153.5 If a Pilot resigns from VARA and does not provide the required period of notice, VARA has the right to withhold monies equal to what the Pilot would have been paid had they worked during the notice period.
- 153.6 On termination of a Pilot's employment, the Pilot is required to immediately return all Virgin Australia Group property (including all uniform items issued to you or otherwise branded with Virgin Australia or VARA marks) and any confidential documents in their possession. Failure to do so will entitle VARA to withhold a Pilot's final payment until they have complied with their obligations.

154 Fleet replacement

- 154.1 "Fleet replacement" is defined as the removal of an existing aircraft type and the introduction of a "like for like" type and or an aircraft type on an equivalent pay scale.
- 154.2 Notwithstanding any other provisions in this Agreement, in the event of fleet replacement, affected Pilots will have priority for a position on the new aircraft type in their existing base and rank, to the full extent possible. For the sake of clarity, the GDOJ List will not be used to fill vacancies on a replacement aircraft type unless the number of vacancies exceeds the current existing complement of affected Pilots, in which case the GDOJ will apply to fill the additional positions.
- 154.3 If there is not the equivalent number of positions on the replacement aircraft type for affected Pilots to maintain their existing rank or base, the redistribution of affected Pilots will be based on the GDOJ List within the affected group of Pilots, except that an affected Pilot cannot displace another affected Pilot from their existing base or rank.

155 Fleet decommissioning

- 155.1 "Fleet decommissioning" is defined as the removal of an existing aircraft type that is not replaced at all or is replaced by an aircraft type that is not "like for like" nor is an aircraft type on an equivalent pay scale.
- 155.2 Notwithstanding any other provisions in this Agreement, in the event of fleet decommissioning or fleet reduction, all opportunities on other fleets will be based on the GDOJ List. For the sake of clarity, Pilots not directly affected by the fleet decommissioning or fleet reduction cannot be displaced from their existing rank or base.

156 Redundancy

- 156.1 Notwithstanding clause 4 within Part A of this Agreement, clause 81.2 of Part B of this Agreement will apply to Pilots in circumstances of redundancy occurring up to and including 5 April 2026. After 5 April 2026, the provisions in this clause 156 relating will apply.
- 156.2 VARA will ensure that redundancies are implemented as a last resort, only after all other reasonable measures to avoid redundancies have been considered including but not limited to Secondments and Leave Without Pay. Involuntary redundancies can only occur if there are an insufficient number of Pilots willing to take a voluntary redundancy.
- 156.3 If VARA decides to make a Pilot's position redundant and requires the Pilot to work out the notice period, VARA/ Virgin Australia will allow the Pilot a reasonable amount of time off to find alternative work during the notice period.
- 156.4 VARA is not liable for any redundancy payments if VARA is able to arrange an offer of adequate alternative employment for the Pilot. Adequate alternative employment means a position in their current base on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the Pilot's terms and conditions of employment with VARA under this Agreement.
- 156.5 If VARA decides that a Pilot's role is no longer required and adequate alternative employment is not offered to the Pilot, then the Pilot is entitled to redundancy pay as set out below:

Period of continuous service with the Virgin Australia Group	Redundancy Pay
0 – 1 year	Nil
1 – 2 years	4 weeks annual base salary
2 – 3 years	6 weeks annual base salary
3 – 4 years	7 weeks annual base salary
4 – 5 years	8 weeks annual base salary
5 – 6 years	10 weeks annual base salary
6 – 7 years	11 weeks annual base salary
7 – 8 years	13 weeks annual base salary
8 – 9 years	14 weeks annual base salary
Over 9 years	16 weeks annual base salary

- 156.6 If a Pilot's employment is terminated as a result of redundancy, redundancy pay is in addition to notice of termination or payment in lieu of notice (or a combination of both).
- 156.7 Should the current federally recognised redundancy pay rates be reviewed and amended by the FWC where the new redundancy pay provisions are in excess of the current provisions under this Agreement, the new redundancy provisions will apply to redundancies as if they were a part of this Agreement.
- 156.8 If a Pilot's employment is terminated as a result of redundancy, VARA will also provide the following (i.e. in addition to redundancy pay and notice/payment in lieu of notice):
- reasonable time off work and continued access to staff travel before employment ends to assist the relevant Pilot look for alternate work;

- (b) access to external outplacement services to help the relevant Pilot prepare a CV and look for alternate work; and
- (c) access to the Employee Assistance Program.

156.9 Should the need for redundancy arise, it will be implemented on a last-on-first-off basis (i.e. date of joining) if no other agreement can be reached between the parties.

156.10 The following process will apply to any Virgin Australia Group Pilot made redundant:

- (a) the Pilot will be noted as “inactive “on the GDOJ List under “title/ position”;
- (b) Virgin Australia will Award any vacancies to Pilots (active or inactive) on the GDOJ List in order who of their relative position of the GDOJ List subject to Pilots participating in the Bid Import process;
- (c) Any “inactive” Pilot on the GDOJ List will be subject to an 18-month administrative freeze if they do not accept an Awarded position under clause 156.8(b) above. The freeze may be waived at Virgin Australia’s discretion in exceptional circumstances;
- (d) Upon acceptance of a position with Virgin Australia, any “inactive” Pilot will have the “inactive” status removed from the GDOJ List; and
- (e) Any Pilot who has been noted as “inactive” on the GDOJ List for five (5) years from the recognised redundancy date will be removed from the GDOJ List.

156.11 Any dispute about the application of this clause can be progressed through the Disputes Settlement Process.

APPENDIX 6 – DEFINITIONS AND INTERPRETATION FOR PART C

“Acclimatised” At the commencement of an FDP or an ODP at a location, a Pilot is considered to be acclimatised to the location if:

- (a) The location differs by less than two (2) hours from the location where the Pilot was last acclimatised; and
- (b) The Pilot has remained in an acclimatised state since he or she was last acclimatised or the Pilot has had an Adaptation Period;

At the commencement of an FDP or an ODP at a new location which differs in time by 2 hours or more from the location where the Pilot was last acclimatised (**the original location**), the Pilot is considered to remain acclimatised to the original location if the period at the new location commences less than 36 hours after the Pilot commenced a Duty Period at the original location.

“Unknown State of Acclimatisation” At the commencement of an FDP or an ODP at a new location which differs in time by two (2) hours or more from the location where the Pilot was last Acclimatised (**the original location**), the Pilot is considered to be in an Unknown State of Acclimatisation if the ODP or FDP at the new location commences 36 hours or more after the Pilot commenced a Duty Period at the original location.

“Acclimatised Time” Means local time at the location where a Pilot is Acclimatised.

“Accommodation” Means the accommodation provided under clause 120 of this Agreement.

“Ad-Hoc Training Work” Means ad-hoc training in Safety and Emergency Procedures, Non-Technical Skills, Load Control, and any other ground training function required by Virgin Australia.

“Adaptation Period” A Pilot is considered to remain in his or her state of acclimatisation (whether Acclimatised to a particular location or in an Unknown State of Acclimatisation) until he or she has had an adaptation period in a location of:

- (a) For a Time Zone change of two (2) hours or more but less than four (4) hours an adaptation period of 54 hours encompassing two (2) consecutive Local Nights;
- (b) For Time Zone changes of four (4) hours up to and including six (6) hours an adaptation period in a location of 60 hours encompassing two (2) consecutive Local Nights;
- (c) For Time Zone changes of greater than six (6) hours an adaptation period in a location of 90 hours encompassing three (3) consecutive Local Nights.

Adaptation Period means a continuous Off Duty Period for a Pilot to become Acclimatised to a particular location.

“Administration Duties” Includes but is not limited to attendance at WRC and FSAG meetings as well as other rostered administrative duties.

“ADMIN0” Is a code that applies to activities undertaken by a Pilot that does not constitute a Duty. This includes but is not limited to Delegate Release.

“Appendix” Means any or all of the Appendices to this Agreement, which form part of this Agreement.

“Assign/ed” Means allocation to a Pilot of a duty or period of leave for which the Pilot has not bid.

“Award/ed” Means allocation to a Pilot of a Duty, period of leave or new position (rank, fleet and base) as a result of the Pilot’s bid or acceptance of an offer.

“Blank Day” Means a Day that is not a Duty day, DDO or a leave day. It means a day when a Pilot is not required to be available for Duty and must be rostered to be in Home Base.

“Captain” A Pilot employed to act in command of an aircraft.

“Day” Means the period between local midnight at Home Base and the subsequent local midnight at Home Base.

“Days Free of Duty” Means a day on which the Pilot is neither rostered nor performs any Duty.

“Day Off / DDO” Means a designated day off and is a period during which the Pilot will be free of all duty at Home Base (unless otherwise agreed) or base to which temporarily transferred. A DDO shall include two (2) Local Nights and cover at least 36 hours. Consecutive days off shall include a further Local Night for each additional consecutive DDO. A Rest Period may be included as part of a DDO.

“Duty” Means the work of a Pilot and covers any and all activities associated with being a Pilot including Flight Time, simulator, Positioning, Reserve A, duty travel and ground based courses which may be required of a Pilot by Virgin Australia in accordance with rules provided in this Agreement. The definition of duty is to be read consistent with Part B of Appendix 2.

“Early Start/ Early Morning Duty” Means a duty which commences in the period 0000 to 0800 hours Acclimatised Time. Note: If a Pilot is in an Unknown State of Acclimatisation, local time (at departure port) will be used to determine whether a duty is considered to be an Early Start.

“Fair Work Act” Means the Fair Work Act 2009 (Cth) and Fair Work Regulations 2009 (Cth), as amended or replaced from time to time.

“Fair Work Commission/FWC” Means the Fair Work Commission or its successor.

“Flight Duty Pairing” Is a single or series of flight duties where a Pilot is required as an operating crew member of an aircraft commencing at sign-on in Home Base to sign-off at Home Base.

“Flight Duty Period (FDP)” Means any time during which a Pilot operates in an aircraft as a member of its crew or is Positioning as part of a Flight Duty Pairing. It starts when the Pilot is required by Virgin Australia to report for a flight and finishes on chocks on the final sector.

“Flight Time” Means any time in which a Pilot operates jet aircraft as a member of its crew. It starts when the aircraft moves off blocks and stops when the aircraft is on blocks at the completion of the flight.

“First Officer” A Pilot employed to act as co-Pilot of an aircraft and/or to provide in-flight relief for the Captain.

“GDOJ List” Means the seniority list established under the VA NB Agreement.

“Home Base” Means the base to which a Pilot is permanently assigned and will be nominated in writing by Virgin Australia.

“Hourly Rate” Hourly Rate means the Hourly rate of pay provided in clause 20.1 of this Agreement for each Credit accrued in a Roster Period.

“Late Night Operations (LNO)” Means an operation where an FDP includes more than 90 minutes between the hours of 2300 and 0530 Acclimatised Time. Note: If a Pilot is in an unknown state of acclimatisation, local time (at departure port) will be used to determine whether an operation is considered to be a Late Night Operation.

“Lead in Flying” Is flying that extends from a roster period immediately before a reserve roster. Lead in Flying is only to be used to allow a pairing commenced in the previous roster to be completed in the Home Base of the Pilot. This pairing cannot contain Blank Days.

“Lead in Reserve” Is Reserve duties that extend into a roster period as a continuation of an unbroken series of reserve/standby duties from the preceding roster period.

“Local Night” means Is a period of eight (8) consecutive hours falling between 2100 hours and 0800 hours local time.

“Management Pilot” Means the Management Personnel specified in the Virgin Australia Operations Manual (A1).

“MTG” Is a code that applies to a meeting attended by a Pilot that does not constitute a Duty. This includes but is not limited to meetings as part of a recruitment, disciplinary or safety investigation process.

“Narrow Body Aircraft” Means a jet aircraft with a single aisle.

“Night duty. Duties” Occurs if any part of the duty falls within the period 0200 and 0459 hours at the port the Pilot is Acclimatised to or where a Pilot is in a Unknown State of Acclimatisation local time (at departure port).

“Nominated Day” Is any Blank Day, DDO, or annual leave day that a Pilot nominates to Virgin Australia that s/he is available for duty.

“Off Duty Period (ODP)” Means a period of time during which a Pilot is free of all duties and standby associated with the Pilot’s employment.

“Open Time” Scheduled flying that does not currently have an operating crew Assigned.

“Overnight” Means where a Pilot’s duty terminates at a place other than their Home Base and the Pilot is required to have a suitable Rest Period prior to commencing duty from that place. It does not preclude such period occurring other than a Local Night.

“PBS” Means the Preferential Bidding System referred to in clause 97 of this Agreement.

“PDO” Means a Priority Day Off referred to in clause 102.3 of this Agreement.

“Positioning” Means transferring a Pilot between ports as a passenger in surface or air transport and shall count as duty time. Where Positioning forms part of a flight duty, the Positioning will be counted as a sector and included within the applicable Flight Duty Period (FDP). Positioning does not include being transported to or from suitable accommodation after or before an FDP.

“Resource Group” Means the base, rank and fleet that a Pilot is assigned to.

“Rest Period” Is a period of time before starting a flying duty designed to give Pilots adequate opportunity to rest before a flight as is specified in this Agreement.

“Roster Period” Means a nominated 28-day period.

“Rostered Duty” Is a duty period, or series of duty periods, with stipulated start and finish times, notified by Virgin Australia to Pilots in advance.

“Scheduled Duty” Is the allocation of a specific flight or flights or other duties to a Pilot within the pre-notified rostered/ planned series of duty periods.

“Scheduled Flight Time” Is the Flight Time notated in a Pilot’s roster or notified to a Pilot at the time flight duty is Awarded/Assigned.

“Sector” Means the time between an aircraft first moving under its own power until it next comes to rest after landing on the designated parking position.

“Shall/will” Shall and will mean the same thing - they mean a legal obligation.

“Suitable Resting Accommodation” Means a well-furnished bedroom, which is subject to minimum noise, is well ventilated and has the facility to control the level of light and temperature.

“The Company” means Virgin Australia Regional Airlines, or Virgin Australia, or Virgin Australia Group.

“Time Free of Duty” Means a period of time during which a Pilot is free of all Duty associated with their employment.

“Trip” Means the elapsed period between sign-on and sign-off at Home Base comprising a sequence of flights which may constitute a single or multi-day pairing.

“Union/s” Means the AFAP and TWU.

“URTI” Means Supper Respiratory Tract Infection.

“Wide Body Aircraft” Means a jet aircraft with a twin aisle.

“Wide Body Aircraft Flying” Means flying involving a Wide Body Aircraft.

“Wide Body Aircraft Operation” Means the part of the business engaging Pilots engaged on Wide Body Aircraft Flying.

“Week” Means a period of seven (7) consecutive days starting at 0001 on the first day.

APPENDIX 7 – NARROW BODY AIRCRAFT WORK RULES (B737)

1. Introduction

1.1. The Work Rules set out the prescriptive rules under which Pilots operate and under which Virgin Australia will manage its Pilot workforce. The Work Rules are divided into two (2) sections:

- (a) FRMS Rules; and
- (b) Industrial Work Rules.

1.2 FRMS Rules

The FRMS Rules governing Pilots covered by this Agreement are contained in Appendix 1 of the Virgin Australia Airlines – Safety Systems Manual (Volume SSM7) and are indicated below as normal formatted text. The FRMS Rules represent the minimum requirements to which Virgin Australia and Pilots are required to comply with. For clarity, Virgin Australia cannot ask, and the Pilot cannot volunteer changes to these rules.

1.3 Industrial Work Rules

In addition to the FRMS Rules, agreement has been reached in areas designed to provide additional fatigue protections or improve lifestyle. These negotiated provisions are contained in this Appendix (indicated by bold and italicised text) and can only be varied on an ad hoc basis by consent with an individual Pilot. To facilitate a variation, Virgin Australia or an individual Pilot may request that these rules be waived, provided that the requested change does not contravene the FRMS Rules. For clarity, there is no obligation for either Virgin Australia or a Pilot to agree to a change requested by the other party.

Part A

2. DEFINITIONS AND INTERPRETATION

2.1 **Standby duty** and **Reserve duty** are considered interchangeable for the purposes of this document.

2.2 Any time period expressed in this Appendix refers to Acclimatised Time unless expressed otherwise. Unless otherwise specified, where a Pilot is in an Unknown State of Acclimatisation local time at port of departure will apply.

3. CALCULATION OF A FLYING DUTY PERIOD

3.1 The maximum FDP, in hours and minutes, will be in accordance with clause 10: Maximum FDP. The times extracted from the tables may be extended by use of a split duty (as agreed) or by Pilot discretion.

4. LIMITATIONS ON CONSECUTIVE EARLY STARTS

4.1 Pilots will not be rostered to work more than five (5) Early Start Duties in any seven (7) consecutive days.

4.2 Where a Pilot has been rostered three (3) or more consecutive Early Morning Duties the duties shall be preceded by a period of 36 hours that does not include an Early Start or Late Night Operation; and

4.3 Furthermore where a Pilot has been rostered three (3) or more consecutive early morning duties the following will apply to any duty rostered on the fourth and/or fifth consecutive duty day:

- (a) The duty will not exceed the maximum permitted FDP minus one (1) hour for day four (4), and the maximum FDP minus two (2) hours for day five (5);
- (b) The duty must sign off by 1500 hours at the port a Pilot is Acclimatised to or if a Pilot is in an Unknown State of Acclimatisation, local time at departure port; and

- (c) At the finish of four (4) or five (5) consecutive Early Morning Duties, Pilots will have a minimum of 62 hours free of all duties.
- 4.4 Should any consecutive duties be rostered to be carried out within any part of the period 0200 to 0459 (Acclimatised Time) a Pilot will have a rest period encompassing a local night immediately preceding the series of duties.
5. **DEDICATED NIGHT AND/OR FREIGHT OPERATIONS**
- 5.1 ***The parties may consult and agree on dedicated night and/or dedicated freight operations that are consistent with the Virgin Australia FRMS.***
6. **TRAVELLING TIME**
- 6.1 Travelling time, other than that time spent on Positioning, does not count as duty.
7. **DELAYED REPORTING TIME IN A SINGLE FDP**
- 7.1 When a Pilot is informed of a delay to the sign-on time due to a changed schedule, before leaving the place of rest, the FDP will be calculated as follows. When the delay is less than four (4) hours the maximum FDP allowed will be based on the original sign-on time and the FDP will start at the actual sign-on time. When the delay is four (4) hours or more, the maximum FDP will be calculated using the more limiting of the planned and actual sign-on times and the FDP will start four (4) hours after the original sign-on time.
- 7.2 When Virgin Australia informs a Pilot before leaving the place of rest of a delay in sign-on time of 10 hours or more ahead, and that Pilot is not further disturbed by Virgin Australia until a mutually agreed hour, then that elapsed time is classed as a Rest Period. If, upon the resumption of duty, further delays occur then the appropriate criteria in this clause and clause 7.1 above, will be applied to the re-arranged sign-on time.
- 7.3 When a Pilot is contacted within the last hour of a Rest Period, as provided for in clause 13.2, the FDP will be calculated in accordance with the above.
8. **POSITIONING**
- 8.1 All time spent on Positioning at the behest of Virgin Australia will count as duty and as a sector when calculating the FDP.
- 8.2 ***Notwithstanding above, Pilots may agree to position outside the FDP limitations subject to the following:***
- (a) ***The Positioning duty is undertaken immediately after the Pilot's flying duty;***
- (b) ***The Positioning sector must be to the Pilot's Home Base or nominated Domicile only; and***
- (c) ***The time spent Positioning must be added to the current FDP for the purposes of determining minimum Rest Periods.***
- 8.3 In a recovery situation, if, after a Positioning journey, the Pilot spends less than a minimum Rest Period at suitable accommodation provided by Virgin Australia, and then carries out an FDP, the Positioning will be counted as a sector if a split duty is claimed when calculating the allowable FDP. If it is not, a split duty FDP will not be used.
- 8.4 ***The AIC or its delegate will monitor operational Positioning at the pairing build stage to ensure the objective of maintaining an acceptable amount of Positioning is achieved.***
- 8.5 ***Pilots who are rostered a Positioning sector before an operating sector can be required to operate that sector.***
- 8.6 ***Pilots are not however required to operate the following Positioning sectors unless they agree:***
- (a) ***A Positioning sector after an operating sector;***

(b) A Positioning sector rostered as the only duty for a day; or

(c) A Positioning sector before or after a ground duty.

8.7 *Pilots who operate Positioning sectors as outlined above will not be entitled to an additional payment for that flight, however their Flight Time will accrue credit hours.*

8.8 *Pilots can choose to cancel, in advance, Positioning sectors that they do not wish to use.*

9. RESERVE

9.1 General

(a) A reserve duty is a period nominated by Virgin Australia in which a Pilot must be available for duty.

(b) Pilots will be rostered a minimum of 13 Days Free of Duty in a reserve roster period.

(c) Reserve rosters may contain Lead in Flying that extends from the previous roster as well as ground duties, simulator duties (Pilot's own simulator), line checks, recurrency flying and leave.

(d) Similarly, a flying roster can contain up to three (3) days of lead in Reserve duties that extend from the previous roster. Rosters that include these duties are not regarded as mixed duty rosters.

(e) Reserve rosters will be allocated for an entire roster period.

(f) As far as practicable, reserve rosters within each bid group will be distributed evenly amongst Pilots in that bid group who are eligible for reserve, subject to a Pilot's right to nominate their reserve preferences via the PBS. To avoid doubt, the number of reserve periods Assigned to a Pilot each year is a function of the number of Pilots in each workgroup (rank/fleet/base). There can be no expectation as to the minimum or maximum number of reserve periods Assigned to individual Pilots.

(g) Reserve duties are divided into two (2) sub-categories: Reserve A and Reserve 48. Reserve A is the default reserve category. Pilots who are Assigned reserve will be Assigned Reserve A unless the specific conditions for the assignment of Reserve 48 are met (see clause 9.3).

9.2 Reserve A

(a) Reserve A duties:

(i) **are rostered in a Pilot's Home Base;**

(ii) are rostered with defined start and finish times; and

(iii) are rostered to a maximum of 12 hours.

(b) Pilots who are rostered Reserve A are required to be contactable during the Reserve A duty period.

(c) Pilots who are rostered Reserve A cannot be contacted during the Rest Period immediately before the Reserve A duty starts.

(d) Subject to 0(c) above, Pilots who are rostered Reserve A can be required to sign on at any time during the Reserve A duty if they are contacted before the Reserve A duty starts.

(e) Once a Reserve A duty has started, Pilots can be required to sign on within two (2) hours of being contacted. Although Pilots may agree to sign on in less than two (2) hours, they are not required to do so.

(f) A duty that is Assigned during a Reserve A duty of 10 hours or less may have a sign on of up to two (2) hours after the end of the scheduled Reserve A duty.

- (g) *Pilots on Reserve A who are Assigned a duty will sign on and off at their Home Base. To avoid doubt, this does not prevent Virgin Australia from assigning multiple day Trips in a Reserve A period.*

9.3 Reserve 48

- (a) *Reserve 48 duties can only be rostered in a period that would otherwise comprise Reserve A.*
- (b) *Reserve 48 duties:*
 - (i) *are rostered in a Pilot's Domicile; and*
 - (ii) *are rostered for the duration of a defined calendar day.*
- (c) *Pilots on Reserve 48 who are Assigned a duty will sign on and off at their Domicile. To avoid doubt, this does not prevent Virgin Australia from assigning multiple day Trips in a Reserve 48 period.*
- (d) *Reserve 48 duties must be rostered to start and end with at least one DDO/Blank Day (i.e. "book ended" by a DDO/Blank Day). Reserve 48 duties cannot be rostered to adjoin any other duties.*
- (e) *Pilots who are rostered Reserve 48 can be required to sign on at any time during the Reserve 48 duty period provided the duty is Assigned (via Sabre) at least 48 hours in advance. Notwithstanding this, a duty cannot be Assigned after 2000 for any duty that signs on between 2000 local and midnight in two (2) days' time.*
- (f) *Pilots on Reserve 48 are not required to accept a duty if the sign on for that duty is less than 48 hours from the time it is Assigned (via Sabre).*
- (g) *Pilots are encouraged to take full advantage of Virgin Australia electronic portal for self-monitoring, acknowledgement and acceptance of Reserve 48 duties.*
- (h) *If necessary, Virgin Australia will contact Pilots within the 48 hour period to confirm acceptance of a Reserve 48 duty (i.e. where the Reserve 48 duty has been Assigned (via Sabre) 48 hours in advance, however the Pilot has not yet acknowledged or accepted that assignment). This contact can only occur between 0800 and 2000.*
- (i) *Reserve 48 duties cannot be converted to Reserve A duties unless the Pilot agrees. Where a Pilot is Assigned a duty on a RES 48 day, the Pilot may be subsequently displaced from the Assigned duty in accordance with clause 19 of this Appendix 2, Part A of the Work Rules.*
- (j) *A Reserve 48 period in which a duty is not Assigned as set out above becomes a day free of duty. Pilots cannot be required to accept a duty in a Reserve 48 period if it is not Assigned 48 hours in advance. If they do accept it, they will not be entitled to an additional payment under clause 27 of the Agreement. Flight Time will accrue credit hours.*
- (k) *Upon request, Virgin Australia will provide a Pilot with an electronic record of the time at which Reserve 48 duties are Assigned (i.e. to ensure that a minimum of 48 hours' notice is given).*

9.4 Reserve periods and FDP

- (a) The time a reserve duty starts determines the allowable FDP, except that when the actual FDP starts in a more limiting time band, then that FDP limit will apply.
- (b) If a Pilot is called out from reserve, the reserve duty will cease when the Pilot reports for duty.
- (c) The following limits apply:

Duty	Maximum Duration

Reserve A duty	12 hours
Reserve followed by FDP	As in Case A and B below

- (d) **Case A:** If a Pilot is called out from Reserve A to conduct an FDP before completing six (6) hours reserve duty then the Total Duty Period Allowed is the sum of the time spent on Reserve A and the FDP obtained from clause 10: Maximum FDP.
- (e) **Case B:** If a Pilot is called out from Reserve A to conduct an FDP after completing six (6) hours or more hours Reserve A duty, then the Total Duty Period Allowed is the sum of all the time spent on Reserve A and the FDP obtained from clause 11: Maximum FDP reduced by the amount of Reserve A in excess of six (6) hours.
- (f) For the purposes of this clause 9.4, the reference to ‘total duty period’ applies only to the sum of the Reserve A time achieved + the allowable FDP obtained from clause 10: Maximum FDP. On the day, for Cumulative Duty totals and for minimum rest purposes, the total duty achieved will be Reserve A time achieved + FDP achieved + post flight duties + any Positioning.
- (g) When any period of Reserve A finishes, during which a call-out has not occurred, at least 12 hours rest must follow prior to the next duty period.

9.5 Standby

- (a) A Standby Duty is a period nominated by Virgin Australia in which a Pilot must be available for Duty.
- (b) Standby Duties will be allocated as part of a Composite Flying Roster.

10. MAXIMUM FDP

- 10.1 Pre-flight duties form part of the FDP. Post flight duties are not included in FDP.
- 10.2 The time spent between sign-on for a flight and the completion of post-flight tasks determines the length of the subsequent Rest Period. If this “period” for post FDP duties is routinely exceeded then the post FDP duty period stated in the scheme must be revised to better represent the actual time taken.
- 10.3 The use of a sign-on time which differs to that in the Table in clause 18.1 in order to take advantage of an increased FDP from a more favourable time band is not permitted.
- 10.4 Table A applies when the FDP starts at a place where the Pilot is Acclimatised; Table B applies when the Pilot is in an Unknown State of Acclimatisation.
- 10.5 **Table A: Acclimatised**

Acclimatised Time of start	Sectors					
	1	2	3	4	5	6**
0600-0759	13	12 ¼	11 ½	10 ¾	10	9 ½
0800-1259	14	13 ¼	12 ½	11 ¾	11	10 ¼
1300-1759	13	12 ¼	11 ½	10 ¾	10	9 ½
1800-2159	12	11 ¼	10 ½	9 ¾	9	9
2200-0559	11	10 ¼	9 ½	9	9	9

** Day of operations disruption provision only, refer *clauses 10.8 and 11.1*.

10.6 **Table B: Unknown State of Acclimatisation**

Local time preceding rest (hours)	Sectors					
	1	2	3	4	5	6**
30 or more	13	12 ¼	11 ½	10 ¾	10	9 ¼
Less than 30	11 ½	11	10 ½	9 ¾	9	9

** Day of operations disruption provision only, refer *clauses 10.8 and 11.1*.

NOTE: In both of the above tables, Positioning sectors are included within total FDP and counted as separate sectors for the purposes of calculating maximum FDP.

- 10.7 A Pilot may only be Assigned four (4) consecutive FDPs in an Unknown State of Acclimatisation after which the Pilot must have an Adaptation Period.
- 10.8 Pilots will be rostered a maximum of five (5) operating sectors. However, Pilots may agree to operate six (6) sectors to assist in the recovery of disrupted schedules. The FDP limitation will be based on the number of sectors to be performed.
- 10.9 Where additional sectors are required due to a technical stop, diversion, or return after becoming airborne, the FDP limitation will be based on the actual number of sectors to be performed.
- 10.10 Sign-on times must not be reduced in order for Pilots to achieve their desired rest prior to an FDP unless agreed by the Pilot.
- 10.11 Where a Pilot is required to perform a duty other than flight duty or Reserve 48 duty, the maximum duty will be 12 hours.

11. EXTENSIONS AND RECOVERY

- 11.1 Where a Pilot is asked and agrees, an extension may involve operating a sixth sector. In such case, a Pilot's Flight Duty Period will not extend more than two (2) hours beyond the limits prescribed in clause 10 for a six (6)-sector duty.
- 11.2 ***Pilots will not be disciplined or otherwise subjected to any negative repercussions for failing to exercise their discretion to extend.***
- 11.3 ***On a day where a Pilot is returning to Home Base and such Pilot is requested and agrees to perform additional flight duty, such Pilot will not be entitled to the one hour buffer protection prescribed in clause 11.5.***
- 11.4 ***Where flights are cancelled or disrupted due to factors such as weather or mechanical malfunction as a result of which Pilots are unable to complete their original scheduled duty (i.e. duty has been changed after sign on) to Home Base within the one hour buffer, the guiding principle for Day of Operations within the Virgin Australia Flight Operations Department will be to return such crew to Home Base as soon as practicable.***
- 11.5 ***Where flights are cancelled or disrupted due to factors such as weather or mechanical malfunction as a result of which Pilots are able to complete their original scheduled duty (i.e. duty has not been changed after sign on) to Home Base, the one (1) hour buffer at Home Base will not apply and the guiding principle for Day of Operations within the Virgin Australia Flight Operations Department will be to return such crew to Home Base within the maximum allowable FDP, unless the Pilot exercises his/her discretion to extend.***

12. NON-ROSTERED EXTENSION OF FLYING DUTY PERIOD BY SPLIT DUTY

- 12.1 This clause will only apply in recovery or in circumstances agreed by the parties (e.g. charter operations).

- 12.2 When an FDP consists of two (2) or more sectors - of which one can be a Positioning journey counted as a sector - but separated by less than a minimum Rest Period, then the FDP will be extended by the amounts indicated below:

Consecutive Hours Rest	Maximum Extension of the FDP
Less than 3	NIL
3-10	A period equal to half the consecutive hours rest taken

- 12.3 In a split duty, the Rest Period will not include the sign off time allowed for immediate post flight duties nor the sign on time allowed for pre-flight duties.

13. REST PERIODS

- 13.1 Pilots will be notified in good time of a flying duty period so that sufficient and uninterrupted pre-flight rest can be obtained. When away from Home Base, opportunities and facilities for adequate pre-flight rest will be provided by Virgin Australia in agreed accommodation.
- 13.2 Other than by way of passive contact (i.e. email or other electronic messaging), Pilots will not be contacted within a Rest Period, except that a Pilot may be contacted within two (2) hours of the rostered sign-on time to be advised of a change to a rostered flying duty. The revised duty will be in accordance with clause 7, this exception does not apply to standby duties.
- 13.3 If a Rest Period is broken, except in accordance with clause 13.2 above, the appropriate Rest Period will recommence from the time of that contact.
- 13.4 The minimum Rest Period which must be taken before undertaking a flying duty period (including a SIM duty period) will be:
- (a) at least as long as the preceding duty period, or
 - (b) 12 hours, whichever is the greater.
- 13.5 When away from Home Base, in the case when the Rest Period earned by a Pilot is 12 hours, and suitable accommodation is provided by Virgin Australia, then that Rest Period may be reduced by one hour. In such circumstances, if the travelling time between the airport and the accommodation is more than 30 minutes each way then the Rest Period will be increased by the amount the total time spent travelling exceeds one hour. In both situations the room allocated to the Pilot must be available for occupation for a minimum of 10 hours. In circumstances where access to the room is delayed because of matters outside of the Pilot's control, they can ring network operations and extend the Rest Period by the period of the delay. This sub-paragraph does not apply to Rest Periods that exceed 12 hours.
- 13.6 Where the preceding duty period was 11:30-11:59 hours the Rest Period will be minimum 12 hours.
- 13.7 Exceptionally, at Home Base, individual Pilots may be asked to exercise their discretion to reduce rest by up to a maximum of one hour but only to a minimum of 12 hours.
- 13.8 A minimum of 15 hours rest prior to commencing any flight duty in their Home Base will be available to Pilots at the roster build stage through the bidding system and will be a hard option in that system. This minimum does not apply to Rest Periods prior to or between standby duties nor ground based duties (Rest Periods for simulator duties are dealt with in Part 2 of the Appendix).**
- 13.9 If the preceding duty period, which includes any time spent on Positioning, exceeded 15 hours, then the ensuing Rest Period must include a Local Night.
- 13.10 Following a sequence of reduced rest and an extended FDP the subsequent Rest Period cannot be reduced.
- 13.11 After being called out from a standby duty the length of the minimum Rest Period will be determined by the length of standby duty and any FDP completed.

14. PILOT'S DISCRETION TO EXTEND A FLYING DUTY PERIOD

- 14.1 A Pilot may, at his/her discretion, extend an FDP beyond that permitted in clause 10: Maximum FDP, provided s/he is satisfied that the flight can be made safely. The extension will be calculated according to what actually happens, not on what was planned to happen. An extension of two (2) hours is the maximum permitted. Pilots will not be disciplined or otherwise subjected to any negative repercussions for failing to exercise their discretion to extend.
- 14.2 A Pilot may exercise discretion to extend an FDP following a reduced Rest Period, only exceptionally, and then only to the extent necessary to allow for unforeseen circumstances that become apparent during the last sector.

15. PILOT'S DISCRETION TO REDUCE A REST PERIOD

- 15.1 A Pilot may, at his/her discretion, reduce a Rest Period, but only insofar as the room allocated to the Pilot is available for occupation for a minimum of 10 hours. The exercise of such discretion will be exceptional and must not be used to reduce successive Rest Periods.
- 15.2 If the preceding FDP was extended, the Rest Period may be reduced, provided that the subsequent allowable FDP is also reduced by the same amount. In no circumstances may a Pilot exercise discretion to reduce a Rest Period below 10 hours at accommodation.
- 15.3 Pilots will not be disciplined or otherwise subjected to any negative repercussions for failing to exercise their discretion to reduce a Rest Period.

16. REPORTING EXERCISE OF DISCRETION

- 16.1 A Pilot who exercises his/her discretion to extend an FDP as set out in clause 14 or reduce a Rest Period as set out in clause 15 can be required to submit a Fatigue Report in accordance with the Virgin Australia FRMS.

17. WORK RULE BUFFERS

- 17.1 *Virgin Australia applies buffers to some work rules to minimise operational disruption, protect on-time performance and provide greater roster stability for Pilots. Buffers may be specific to an aircraft type, port (e.g. SYD peak periods), curfews, flight combinations or specific events (e.g. airport works). Virgin Australia will publish a list of rules and buffers in use at any time, on request by the AIC.*

18. SIGN-ON AND SIGN-OFF TIME

- 18.1 The minimum period of time for pre-flight (sign-on) and post-flight (sign-off) duty is specified in the table below and may only be reduced at the discretion of the individual Pilot.

Activity	Sign On	Sign Off
Flight Duty (Domestic)	60 Minutes	30 Minutes
Flight Duty (International)	90 Minutes	30 Minutes
Positioning Duty Only	30 Minutes	30 Minutes
Positioning Duty prior to an Operating Sector	60 Minutes	N/A
Positioning Duty after an Operating Sector	N/A	30 Minutes
Ground Duties	At the specified time	At the specified time

- 18.2 Where a Pilot signs off following an International pairing the following Rest Period will be at least 30 minutes greater than the Rest Period required under clause 13.
- 18.3 Pilots are required to sign on and sign off for all rostered duties through Sabre AirCrews Check In/Check Out, or any replacement system.

19. DISPLACEMENT FOR OPERATIONAL REASONS

- 19.1 A Pilot may be displaced from a rostered duty and placed on displaced Standby for the following reasons:
- (a) flight cancellation;
 - (b) checking or training;
 - (c) Disruption to a service due to weather or mechanical malfunction; or
 - (d) Aircraft type change.
- 19.2 A Pilot who is displaced from duty will be the first Pilot called for any subsequent callout.
- 19.3 A Pilot will not be displaced for time balancing purposes associated with extra flight hours payments.
- 19.4 A Pilot who is displaced from duty will be credited with the greater of the actual Flight Time or the scheduled Flight Time of the re-Assigned duty.
- 19.5 A Pilot who is displaced from duty will only be Assigned duty that falls within a period commencing one hour prior to the original sign on time and terminates one hour after the original sign off time at Home Base, unless such Pilot agrees otherwise.
- 19.6 Where a Pilot is displaced from a multi-day Trip, Virgin Australia will advise the Pilot at the time of displacement of their standby duty period for each day that the Pilot is displaced.
- 19.7 Notwithstanding the above, in certain circumstances (such as disruption), Pilots will be notified of their standby duty period at the earliest possible time.
- 19.8 Unless the Pilot agrees otherwise, a Pilot on displaced Standby can only be called out for a flight duty.

20. RETURN TO DUTY FOLLOWING REMOVAL DUE TO FATIGUE, PERSONAL LEAVE, OPERATIONAL STAND DOWN OR SOC

- 20.1 *A Pilot who has been removed from duty for fatigue, personal leave, operational stand down or Subject to Operational Clearance (SOC) will be returned to line duties as soon as practicable. To this end, it will be the responsibility of the relevant Pilot and the Virgin Australia crewing representative (both of whom must act reasonably) to agree on replacement duties that are mutually acceptable. If the parties (acting reasonably) cannot agree, the Pilot will be Assigned a duty that terminates no later than one hour after the original sign off time at Home Base.***
- 20.2 *A Pilot who has been removed from duty under clause 20.1 will be credited with the greater of the actual Flight Time or the scheduled Flight Time of the re-Assigned duty.***

21. EXTENDED TURNAROUNDS

- 21.1 A Pilot will not be rostered to spend more than three (3) hours without flight duty during a turnaround in a duty period.
- 21.2 Where due to disruption Pilots are required to spend in excess of four (4) hours at an airport, Virgin Australia will, where requested by a Pilot, provide Suitable Resting Accommodation to ensure the Pilot will be able to complete his/her duty.

22. LATE NIGHT OPERATIONS

- 22.1** *Pilots will be rostered no less than 30 hours rest following Late Night Operations (LNO) duties into Home Base. Notwithstanding this, Pilots may bid for consecutive LNO duties with 18 hours or less rest in home base.*
- 22.2** *LNO duties that are rostered into a port other than Home Base may only be followed by a single Positioning sector with a scheduled block time of less than or equal to 120 minutes. On day of operations a Pilot may agree to a single Positioning sector following a LNO duty with a scheduled block time of up to 140 minutes for the purpose of Positioning to Home Base.*
- 22.3** *Pilots will be rostered a rest period of less than 18 hours, or 30 hours or more, following an LNO duty into a layover port. Where the rest is less than 18 hours, the subsequent rostered duties will be restricted to a single sector.*
- 22.4** *The above LNO provisions are not intended to apply to dedicated night and/or freight operations. If Virgin Australia decides to commence such operations, the intention is that, consistent with clause 15.1, the parties will consult and agree on provisions applicable to dedicated night and/or freight operations.*

23. CALLOUT

- 23.1** *Pilots will have the ability to indicate their availability to work on DDOs, Blank Day or annual leave days by “nominating” for these days in the Crew Control system.*
- 23.2** *Virgin Australia will ensure that Pilots are able to specify periods of availability on a Nominated Day.*
- 23.3** *A Pilot who accepts a duty during their specified period of availability on a Nominated Day must report for any such duty no later than two (2) hours after being contacted by Virgin Australia, unless the Pilot and Virgin Australia agree otherwise.*
- 23.4** *Where a Pilot is contacted prior to a Nominated Day, such Pilot will report for duty in accordance with the Assigned duty.*
- 23.5** *Where duty on a Nominated Day may affect the Pilot’s subsequent duty, the Pilot has a right to refuse such duty.*

24. DESIGNATED DAYS OFF

- 24.1** *The latest rostered sign-off time before a DDO shall be 2330.*
- 24.2** *A single DDO will include two (2) Local Nights and cover at least 36 hours.*
- 24.3** *Pilots will not be rostered single DDOs unless they bid to allow this.*
- 24.4** *Two consecutive DDOs will include three (3) Local Nights and cover at least 60 hours.*
- 24.5** *An additional 24 hours inclusive of a Local Night will be added for each additional consecutive DDO.*
- 24.6** *A planned Rest Period may be included as part of a DDO.*
- 24.7** *Pilots will:*
- (a) not be on duty more than six (6) consecutive days between days off;*
 - (b) have two (2) consecutive days off in any consecutive 14 days following the previous two (2) consecutive DDOs; and*
- 24.8** *For the purposes of clause 24.7(a) and 24.7(b), “days off” are defined as DDOs, Blank Days, Days free of duty and annual leave days that include two (2) Local Nights and cover at least 36 hours.*
- 24.9** *For the purpose of clause 24.7(a) only, a day of personal/carer’s leave is considered a duty day.*
- 24.10** *Notwithstanding clause 18 of the Agreement, where a Pilot agrees to work on days off, s/he must:*

- (a) have a minimum of seven (7) DDOs in any consecutive four (4) weeks; and
- (b) have an average of at least eight (8) DDOs in each consecutive four (4) week period, averaged over three (3) such periods.

25. ABSOLUTE LIMITS ON FLYING HOURS

25.1 The maximum flight hours for a Pilot will not exceed:

- (a) 900 hours in any 365 consecutive days;
- (b) 100 hours in any 28 consecutive days. On the 28th day a Pilot may depart on a single sector flight and may complete the sector, even though at the end of the flight the total hours completed in 28 days will exceed 100 hours.

26. CUMULATIVE DUTY HOURS

26. The maximum duty hours for a Pilot will not exceed:

- (a) 55 hours in any seven (7) consecutive days, but this figure can be increased to 60 hours when a Rostered Duty covering a series of duty periods has commenced and is subject to unforeseen delays;
- (b) 95 hours in any 14 consecutive days;
- (c) 190 hours in any 28 consecutive days.

26.2 When a Pilot is not rostered for either standby or flying duties for 28 or more consecutive days then any duty hours worked will not be added to cumulative totals. However, when a Pilot is anticipated to return to either standby or flying duties the duty hours worked in the 28 days preceding that duty must be recorded. Those hours worked will be used to ensure that the Pilot complies with the requirements of the Virgin Australia Work Rules.

26.3 Cumulative duty hours will be provided to Pilots at the end of each roster period.

27. CALCULATION OF CUMULATIVE DUTY HOURS

27.1 Duty hours will be added to cumulative totals in accordance with the following:

- (a) To count in full:
 - (i) Duty periods and flying duty periods, plus subsequent post-flight duties;
 - (ii) All Reserve A duty, except that specified in (b) below;
 - (iii) The time spent on Positioning.
- (b) To count as half the time on duty:
 - (i) The Reserve A duty, when the period of notice given to the Pilot by Virgin Australia, before reporting for duty is three (3) hours or more.
 - (ii) The Reserve A duty takes place during the period 2200 to 0800 hours local time, and the Pilot can take undisturbed rest and is not called out for duty.

28. OTHER MISCELLANEOUS RULES

28.1 *Maximum nights away*

- (a) ***For flight duties that involve domestic pairings only, Virgin Australia will roster to a maximum of three (3) nights in any one pairing away from Home Base. This can be extended to a maximum of four (4) nights away by agreement with a particular Pilot/s.***
- (b) ***For flight duties that include international pairings, Virgin Australia will roster to a maximum of three (3) nights in any one pairing away from Home Base. This can be extended to four (4) or five (5) nights away by agreement with Pilots who opt-in for extended pairings. A Flight Duty Pairing will only be regarded as "one that includes***

- international pairings” if it includes an international Overnight, not an international station turn.*
- (c) *The above restrictions do not apply to the rostering of Simulator Duty – Trainee, Simulator Duty – Check Pilot, Technical Duties, Jury Duties or Extended Ground Duties as set out in Part B of this Appendix or Administration Duties.*
 - (d) *Rostering of a CPC/CPT after annual leave and long service leave: Subject to recency requirements, Virgin Australia recognises that ideally it should not within 14 calendar days, but in any event will not within seven (7) calendar days, roster Pilots a CPC/CPT following a period of balloted annual leave and long service leave.*
 - (e) *Sign-On Twice in Same Calendar Day: Where there are two (2) duties commencing on the same calendar day (calendar day based on the reporting port for the first duty period in the sequence), then the second duty period will have a maximum FDP of six (6) hours. This includes two (2) duties within the same pairing, or as separate pairings. This does not include split duties.*

28.2 Split Duty

- (a) Split duty will be rostered subject to the following limitations:
 - (i) must sign on and sign off at Home Base between 1800 hours and 1000 hours;
 - (ii) is limited to two (2) sectors, one (1) sector into an Overnight port and one (1) sector back to Home Base;
 - (iii) each sector will be less than or equal to 1hr40min block time; and
 - (iv) a minimum of nine (9) hours’ time on ground between sectors.
- (b) Any rostered split duty that does not meet these requirements must be approved by the AIC prior to forming part of a Pilot’s roster.

28.3 Rosters for Check Captains

- (a) *Check Captains will be rostered 13 days where no duty is Assigned (made up of DDOs and Blank Days) each roster period where no leave is to be taken. Where leave is to be taken, the number of days where no duty is Assigned will be prorated in accordance with the table in clause 15.7 of the Agreement.*
- (b) *Check Captains who opt in will be rostered at least three (3) sectors flying in a left-hand seat each roster period. Where a Check Captain believes that their rostered flying in a left-hand seat is not sufficient to maintain proficiency, they can request that additional flying be provided. Such requests will not be unreasonably refused.*

29. TURNAROUNDS

- 29.1** *At the pairing build stage the minimum connection time between sectors will be 30 minutes.*
- 29.2** *Despite the above, where there is a change of aircraft, the minimum preferred connection time between sectors will be 40 minutes.*

30. CIRCADIAN RHYTHM

- 30.1** *At the pairing build stage, the circadian rhythm function will be turned on.*

31. AUGMENTED CREW

- 31.1** The parties recognise that while these Work Rules have not been drafted so as to apply to augmented crew, they are able to be being amended so that they apply to augmented crew. Any such amendment/s dealing with augmented crew must be agreed by the AIC.

Part B

For the purposes of this Agreement, the work of a Pilot is defined in the following terms:

1. FLYING DUTY

1.1 *A flying duty is a duty Assigned to a Pilot that is directly related to operating an aircraft on revenue operations. This includes paxing to/from a flight, even when the paxing sector is the only duty Assigned on a day. Revenue operations for the purpose of this clause include all flights with passengers, Positioning flights (excluding aircraft delivery or redelivery flights), promotional flights and any other flight designated by the Head of Flight Operations as being a revenue flight.*

1.2 *The Work Rules in Part A of this Appendix 1 apply to a flying duty.*

2. SIMULATOR DUTY - TRAINEE (SDT)

2.1 *A SDT is a duty carried out by a Virgin Australia Pilot who is being trained or checked in a simulator during a normal recurrent training program cycle. This includes simulator duties associated with development or remedial training or command upgrade training (unless the command training is part of a type rating).*

2.2 *The Work Rules in Part A of this Appendix 1 apply to a SDT, except for the following changes:*

(a) *Unless otherwise agreed between Virgin Australia and the individual Pilot, a Pilot will have a minimum 20 hours free of duty prior to commencing a series of simulator duties in an Australian port. For international ports the minimum Time Free of Duty will be 20 hours or such additional time as determined on a port by port basis in consultation with the AIC.*

(b) *Pilots will not be rostered any paxing sectors greater than three (3) hours in the same FDP as a simulator duty.*

(c) *Pilots will be rostered a minimum of 15 hours between simulator duties. This may be reduced by agreement.*

2.3 *A Pilot will not be rostered a simulator duty in the same calendar day as a flying duty. In the event of operational disruption, where a flight duty extends beyond midnight local time, the acceptance of any simulator duty on that same calendar day is at the discretion of the Pilot.*

2.4 *Where a Pilot has completed a simulator duty that is conducted as a Late Night Operation, he/she will not be eligible to start another duty until after 30 hours rest if the simulator duty was conducted in the Home Base/Domicile of the Pilot. Where the LNO simulator duty was conducted in a location other than the Pilots' Home Base/Domicile, the Pilot will have a minimum of 12 hours and up to 18 hours rest, or 30 hours or more rest prior to commencing another duty. For the purposes of this clause, it is intended that where there are two (2) or more consecutive simulator duties this clause would apply to the last duty in the series.*

3. SIMULATOR DUTY - CHECK PILOT (SDCP)

3.1 *A SDCP is a duty carried out by a Check Pilot or other Pilot authorised to conduct training or checks on behalf of the Virgin Australia training and checking organisation in an approved simulator. The approved simulator can be located anywhere in the world.*

3.2 *The Work Rules in Part A of this Appendix 1 apply to a SDCP, except for the following changes:*

(a) *Check Pilots will not be rostered a simulator duty on the same calendar day as a flying duty. In the event of operational disruption, where a flight duty extends beyond midnight local time, the acceptance of any simulator duty on that same calendar day is at the discretion of the Check Pilot.*

- (b) *Where the simulator is located outside of Australia, the maximum time away from Home Base will be seven (7) consecutive days, unless otherwise agreed.*
 - (c) *Where the simulator is located within Australia but outside of the Home Base/Domicile, the maximum time away from Home Base will be four (4) consecutive days, unless otherwise agreed.*
 - (d) *Where a Pilot conducting a SDCP is away from Home Base/Domicile for more than six (6) consecutive days they will be entitled to Days Free of Duty following the SDCP in accordance with the following:*
 - (i) *Seven (7)-14 consecutive days away – four (4) Days Free of Duty upon return (unless otherwise agreed);*
 - (ii) *15-21 consecutive days away – six (6) Days Free of Duty upon return (unless otherwise agreed).*
 - (e) *A Pilot conducting a SDCP duty can be rostered single Days Free of Duty when conducting duties away from Home Base/Domicile.*
- 3.3 *A Check Captain who is rostered a sim spare duty can only be Assigned a check or training duty, unless otherwise agreed. Sim spare duties will be rostered to be no more than six (6) hours 30 minutes, unless otherwise agreed by the AIC.*
- 3.4 *Where a Check Captain is not Assigned a simulator duty in advance (24 hours prior to the start of the sim spare duty), that duty shall become a day free of duty. Check Captains are not required to accept any subsequent duty within that “day free of duty” period. If they do accept it, they will not be entitled to an additional payment under 27 of the Agreement. Flight Time will accrue credit hours.*

4. TECHNICAL DUTIES

- 4.1 *Technical duties are duties associated with the acceptance, delivery, modification, testing or redelivery of aircraft from the manufacturers, leasing companies, maintenance facilities or other such agreed locations.*
- 4.2 *Pilots must agree to undertake technical duties.*
- 4.3 *The Work Rules in Part A of this Appendix do not apply to technical duties.*
- 4.4 *At the completion of technical duties, Pilots will have the following Time Free of Duty before undertaking a Flying Duty, a SDT or SDCP.*
- 4.5 *Time away from Home Base/Domicile:*
- (a) *Up to six (6) days - required minimum Time Free of Duty prior to undertaking a flying or simulator duty – two (2) days;*
 - (b) *Seven (7)-14 days - required minimum Time Free of Duty prior to undertaking a flying or simulator duty – four (4) days;*
 - (c) *15-21 days - required minimum Time Free of Duty prior to undertaking a flying or simulator duty – six (6) days;*
 - (d) *Greater than 21 days - required minimum Time Free of Duty prior to undertaking a flying or simulator duty – eight (8) days.*

5. JURY DUTY

- 5.1 *The Work Rules in Part A of this Appendix do not apply to Jury duties.*
- 5.2 *A Pilot summonsed for Jury duty will be entitled to Jury duty leave for the period of the summons. This will not count as duty.*
- 5.3 *Where a Pilot is released from Jury Duty indefinitely, s/he must advise crewing who will Assign a reserve duty/duties following an agreed period of rest.*

5.4 *Where the Pilot has participated in tasks or functions relating to the Jury duty for more than four (4) consecutive days, he/she will have two (2) Days Free of Duty prior to commencing any other duties described in this Agreement.*

6. EXTENDED GROUND DUTIES (EGD)

6.1 *Extended Ground Duties are any duties that exceed four (4) consecutive days and do not fit within the definition of an SDT, SDCP, Jury duty or Technical duty. EGDs include type rating training, return to work training that exceeds four (4) consecutive days, project duties as Assigned by the applicable manager and administrative duties of more than four (4) consecutive days.*

6.2 *The Work Rules in Part A of this Appendix do not apply to EGDs, however the following provisions apply:*

- (a) Pilots are entitled to two (2) Days Free of Duty in seven (7) or four (4) days in 14 (to accommodate training schedules) unless otherwise agreed.*
- (b) Except in the case of simulator training (for example the ground school phase of a type rating course) Pilots will be rostered two (2) consecutive Days Free of Duty per seven (7) days. where it is necessary due to operational considerations to roster six (6) days duty in a seven (7) day period, a Pilot will be rostered at least one block of three (3) consecutive Days Free of Duty in 28 days.*
- (c) Where practical, Pilots undertaking simulator training should be rostered two (2) consecutive Days Free of Duty per seven (7) days, however this can be reduced to two (2) single Days Free of Duty if required by simulator and/or instructor availability.*
- (d) Pilots undertaking simulator training will be rostered a minimum of 15 hours free of duty between consecutive simulator sessions. This can be reduced by mutual agreement in the event of simulator unserviceability.*
- (e) Pilots conducting EGDs in a location within Australia other than their Home Base/Domicile will be entitled to confirmed travel to/from their Home Base/Domicile where they have two (2) or more consecutive Days Free of Duty and the relevant Flight Time is no more than three (3) hours (they will be entitled to maintain their accommodation in the location of the EGD during their absence on Days Free of Duty). any such travel is to be undertaken by the Pilot in their own time and does not constitute duty.*

6.3 *Pilots conducting EGDs in a location outside Australia will be rostered for Time Free of Duty upon their return as follows:*

- (a) Up to six (6) days - required minimum Time Free of Duty prior to undertaking a flying, simulator or EGD (within Australia) – two (2) days;*
- (b) Seven (7)-14 days - required minimum Time Free of Duty prior to undertaking a flying or simulator or EGD – four (4) days;*
- (c) 15-21 days - required minimum Time Free of Duty prior to undertaking a flying or simulator or EGD – six (6) days;*
- (d) 22-30 days - required minimum Time Free of Duty prior to undertaking a flying or simulator or EGD – eight (8) days;*
- (e) Greater than 30 days - required minimum Time Free of Duty prior to undertaking a flying or simulator or EGD - 10 days plus an additional two (2) days for every 10 days beyond 30 days.*

6.4 *Despite the above, Pilots may be rostered admin duties to facilitate the completion of paperwork associated with entering a type rating on the candidates Australian Pilots' licence prior to or during the Time Free of Duty.*

6.5 *The maximum duty period for an EGD will be 12 hours.*

6.6 *The minimum Time Free of Duty between EGD duties will be 11 hours unless otherwise agreed, however will be no less than 10 hours.*

- 6.7 Pilots undertaking EGD do not accrue days in lieu or additional days off upon their return to their Home Base/Domicile, other than described above.**
- 6.8 Where Pilots are required to changes their roster to accommodate operationally required changes they will not be entitled to payments for working on a DDO. However a substitute day of duty will be provided to ensure the number of Days Free of Duty over the course of the EGD are preserved.**

APPENDIX 8 – PART TIME ARRANGEMENTS FOR B737 PILOTS

SECTION A – GENERAL

1. SYSTEM DESCRIPTION

- 1.1 The flexible work-time program being offered to Virgin Australia Narrow Body Pilots is a 'Part-Time' rostering format. The generic Part-Time term is hereinafter referred to as 'PT'.
- 1.2 Both Temporary and Permanent PT arrangements will be offered in accordance with this Agreement.
- 1.3 Three PT work options are available to crew:

PT50:	50% of a full time roster
PT75:	75% of a full time roster
RO-RO:	Roster On-Roster Off i.e. alternating fulltime rosters with rosters with no duty Assigned ("Offline" rosters)

2. COMMITMENT & RESPONSIBILITY

- 2.1 To enable effective and predictable resource planning, Virgin Australia expects individuals to commit to a clearly structured period of working on a PT Arrangement.
- 2.2 Transferring to working on a PT arrangement is an important decision for a Pilot as it will mean an extended period of time with reduced earnings.
- 2.3 The decision to accept a PT arrangement is entirely at the discretion of individual Pilots.
- 2.4 Appendix 1 can only be altered by agreement of the AIC.

3. COMPANY SERVICE

- 3.1 A Pilot accepting a PT arrangement remains a permanent employee of Virgin Australia and retains the rights and privileges of their contractual entitlements.
- 3.2 Accepting a PT agreement does not break a Pilot's continuous service with Virgin Australia, nor does it alter the Pilot's commencement date with Virgin Australia.

SECTION B – AVAILABLE ARRANGEMENTS, ALLOCATION AND OPERATION

4. NUMBER OF ARRANGEMENTS

- 4.1 The number of Temporary and Permanent PT arrangements to be offered will be determined in accordance with this Agreement.
- 4.2 Pilots who are offered part-time arrangements under 10.5 can decide which of PT50, PT75 or RO-RO will apply for the duration of the term of the arrangement.

5. DURATION OF THE PT ARRANGEMENTS

- 5.1 Temporary PT50 and PT75 arrangements will be allocated to a Pilot for 26 roster periods (approximately two (2) years). A Pilot may elect for a shorter period.

- 5.2 Temporary RO-RO arrangements will be allocated for an even number of roster periods for a period of 26 roster periods (approximately two (2) years). A Pilot may elect for a shorter period. Pilots may commence RO-RO with a scheduled roster period or an “offline” roster period, as allocated by Virgin Australia.
- 5.3 A Pilot will specify their preferred duration of Temporary PT work at the time of applying for the PT position. The agreed term will be confirmed by Virgin Australia in writing.
- 5.4 Permanent PT positions will continue until the Pilot ceases to be employed by Virgin Australia. In extenuating circumstances only, the Pilot can request and the Head of Flight Operations may agree to terminate the arrangement.
- 5.5 Upon completion of the agreed temporary PT term, a Pilot’s further basis of employment will be determined according to Section 11 of this Appendix.

6. RECALLING OF TEMPORARY PT ARRANGEMENTS

- 6.1 Virgin Australia will only have the right to recall a Pilot on a Temporary PT arrangement for lifestyle reasons to resume full time work with a minimum of three (3) roster periods notice where:
- (a) The cap outlined in clause 10.3 of this Agreement has been reached; and
 - (b) The Pilot is being recalled in order to provide access to Temporary Part-Time arrangements for Pilots meeting the requirements of clause 10.5(a) or 10.5(b) of this Agreement.
- 6.2 A Pilot will be recalled in the reverse order of when the Pilot commenced their Temporary PT arrangement. Where two (2) or more Pilots commenced Temporary PT arrangements on the same date, the Pilot with a lower position on the GDOJ List will be recalled.
- 6.3 Where a Pilot who is recalled from a Temporary PT arrangement wishes to remain on a Temporary PT arrangement, his/her name will be put back to the top of the Waiting List. When returning to Temporary PT the Pilot will only be entitled to a Temporary PT arrangement for the duration equal to the unused time from their agreed Temporary PT term, unless agreed otherwise.

7. ELIGIBILITY

- 7.1 All Pilots will be eligible to lodge an application for PT arrangements no earlier than six (6) months after they have checked-to-line on type and or status, subject to a satisfactory level of performance.
- 7.2 The Head of Flight Operations (or delegate) may impose temporary restrictions on eligibility if resources are limited in particular Resource Groups.

8. ALLOCATION OF PT ARRANGEMENTS

- 8.1 Pilots may submit applications for PT arrangements via the designated process.
- 8.2 These applications will be added to the applicable Resource Group PT waiting list in the order of receipt.
- 8.3 As further PT arrangements become available, the Pilot next on the applicable Resource Group PT waiting list will be offered the position, in accordance with the priorities detailed in clause 10 of this Agreement and as per Section 11 of this Appendix.

- 8.4 Pilots on Temporary PT arrangements may re-apply and be added to the applicable Resource Group Temporary PT waiting list no sooner than 12 weeks prior to the completion of the agreed minimum term.
- 8.5 The applicable Resource Group PT waiting list will be continuously updated and available for Pilots to view so they are aware of where they are positioned on the list relative to other Pilots. Pilots will be listed by employee number and priority category only.

9. RANK, BASE, TRAINING AND OTHER CONSIDERATIONS

9.1 Promotion

- (a) A PT Pilot who is offered and accepts an upgrade on type will be required to relinquish their PT arrangement on commencement of upgrade training. Prior to accepting an upgrade, a Pilot may request from Virgin Australia confirmation of the likelihood of success of a PT arrangement in their new Resource Group.
- (b) A Pilot on a PT arrangement who is unsuccessful in his/her upgrade training will have to reapply in accordance with clause 10.4 or 10.5 of this Agreement.

9.2 Transfers

- (a) PT Pilots who transfer to another aircraft type, or to a position not covered by this Agreement, will be required to relinquish his/her PT arrangement. Access to PT arrangements will be determined by the relevant Agreement applying to their new role.
- (b) A Pilot on a Temporary PT arrangement who accepts a Home Base transfer will be required to relinquish his/her PT arrangement upon transfer.
- (c) A Pilot on a Permanent PT arrangement may only transfer to another Home Base if there is an available Permanent PT arrangement in the new Resource Group.
- (d) Pilots transferring from another flying operation within the Virgin Australia Group to the Narrow Body Operation and who are on a part time arrangement will be required to relinquish his/her part time arrangement from that other flying operation.

9.3 Additional Roles

The Head of Flight Operations (or delegate) may require individual Pilots to relinquish Check or Training duties whilst on PT arrangements. In this situation, a Pilot will be given the option to return to full time flying as a Check/Training Captain or remain on PT arrangements and relinquish his or her Check or Training Duties.

10. OFFER AND ACCEPTANCE OF A PT ARRANGEMENT

- 10.1 Virgin Australia will contact Pilots on the applicable Resource Group PT waiting list to offer them an available PT arrangement. This offer will be made with a minimum of six (6) weeks' notice prior to the commencement of the Pilot's planned PT roster.
- 10.2 If contact attempts with a Pilot eligible for the next available PT position are unsuccessful, that Pilot will retain his/her position on the applicable Resource Group PT Waiting List until a further offer of an arrangement is to be made. If attempts to contact the Pilot on further occasions within seven (7) days are unsuccessful, he/she will forfeit their right to that arrangement and his/her name will be removed from the PT Waiting List. Contact will be attempted by e-mail and the personal phone number/s provided by the Pilot.
- 10.3 Once contacted, Pilots will have seven (7) days to notify Virgin Australia in writing of their acceptance of the offer of a PT arrangement. A Pilot's failure to respond to an offer within the

seven (7) day period will lead to forfeiture of his/her right to the PT arrangement and the arrangement will be offered to the next Pilot on the applicable Resource Group PT waiting list.

- 10.4 Subject to mutual agreement, a Pilot who has not had six (6) weeks' notice of commencement of a PT arrangement will not forfeit that arrangement but will be required to take it up from the commencement of the roster period immediately following the offered commencement date.
- 10.5 A Pilot who is offered a PT arrangement while on authorised leave (such as personal, parental, long service and annual leave) will be required to take up that arrangement on his/her return to work provided he/she has had six (6) weeks' notice prior to the commencement of the Pilot's planned PT roster, unless otherwise mutually agreed.
- 10.6 A Pilot who is unable or unwilling to take up the PT arrangement on the offered commencement date will forfeit his/her right to the arrangement and his/her name will be removed from the applicable Resource Group PT waiting list.

11. COMPLETING AN AGREED TEMPORARY PT TERM

- 11.1 Pilots on a Temporary PT arrangement will be required to advise Virgin Australia of their preference for either returning to full-time work or re-applying for further Temporary PT work no later than 10 weeks prior to the completion of their Temporary PT arrangement.
- 11.2 Following the completion of an agreed Temporary PT term, if a Pilot has applied for a further Temporary PT arrangement, the Pilot may be offered a further Temporary PT arrangement in accordance with clause 10.5 of this Agreement.
- 11.3 In normal circumstances, Virgin Australia will confirm whether the Pilot will be offered a further Temporary PT arrangement within seven (7) weeks of the scheduled end of their term.
- 11.4 Other than that set out above, the decision to allow a Pilot to relinquish their Temporary PT arrangement prior to the completion of the agreed term will be at the discretion of the Head of Flight Operations (or delegate).

12. EXTENDED LEAVE

- 12.1 This section will apply to all Pilots who take personal or parental leave for a period in excess of six (6) months during the term of the Temporary PT arrangement.
- (a) If there are other Pilots on the applicable Resource Group Temporary PT Waiting List, then the following conditions apply:
- (i) The Pilot will be required to relinquish their Temporary PT arrangement for the duration of the Pilot's extended leave.
 - (ii) When returning to work after their extended leave, the Pilot will be entitled to the next Temporary PT arrangement when it becomes available in accordance with clause 10 of this Agreement.
 - (iii) The Pilot will only be entitled to a Temporary PT arrangement for the duration equal to the unused time from their agreed Temporary PT term (taken at the commencement date of the extended leave). On the completion of this remaining term, the Pilot will be expected to return to full-time work, unless a Temporary PT arrangement is available at that time.
- (b) In all other cases, the Pilot will be subject to the provisions of Section 11 of this Appendix.

SECTION C – ENTITLEMENTS

13. ENTITLEMENTS

- 13.1 Pilots on PT arrangements will receive 100% of the entitlements of full-time Pilots in relation to the following:
- (a) Staff Travel
 - (b) Death Benefit Insurance
 - (c) Loss of Licence Insurance
 - (d) Travel Insurance
- 13.2 Pilots on PT arrangements who are serving a Bond for Endorsement will have his/her remaining Bond Period extended on a prorated basis.
- (a) For example:
 - (i) A Pilot on PT50 or RO-RO with 12 months remaining on his/her Bond will have the period increased to 24 months.
 - (ii) A Pilot on PT75 with 12 months remaining on his/her Bond will have the period increased to 16 months.
- 13.3 The pro-ration of entitlements will commence from the date a Pilot commences a PT work arrangement.
- 13.4 Salaries for Pilots on PT50 or RO-RO will be 50% of the equivalent full-time Pilot's salary for the duration of his/her PT term.
- 13.5 Salaries for Pilots on PT75 will be 75% of the equivalent full-time Pilot's salary for the duration of his/her PT term.
- 13.6 Salaries will be paid to Pilots on PT arrangements in accordance with this Agreement.
- 13.7 Meal and incidental allowances, use of own accommodation allowances, and reimbursement of expenses will be paid at the full rate.
- 13.8 Pilots on PT arrangements will receive superannuation contributions in accordance with this Agreement.

14. ANNUAL LEAVE

- 14.1 Pilots transferring to a PT arrangement will retain all accrued annual leave.
- 14.2 A Pilot on PT50 or RO-RO will accrue annual leave at the rate of 1.38 days per roster period (based on 18 days per year).
- 14.3 A Pilot on PT75 will accrue annual leave at the rate of 2.08 days per roster period (based on 27 days per year).
- 14.4 A Pilot on PT arrangements will be entitled to bid for annual leave via the normal crew annual leave bidding process.

- 14.5 Pilots on PT arrangements will be entitled to request annual leave via the Ad-Hoc annual leave system in accordance with Virgin Australia policies. However, when bidding for Ad-Hoc annual leave Pilots on PT arrangements must remain cognisant of the recency requirements set out in the A1 manual.

15. PERSONAL LEAVE

- 15.1 Pilots will retain all accrued personal leave when they transfer to a PT arrangement.
- 15.2 Pilots on PT50 or RO-RO will accrue 0.62 personal leave days per roster period (based on eight (8) days per year).
- 15.3 Pilots on PT75 will accrue 0.92 days per roster (based on 12 days per year).

16. URTI LEAVE

- 16.1 Pilots on PT50 or RO-RO will accrue 0.23 URTI days per roster period (based on 3 days per year).
- 16.2 Pilots on PT75 will accrue 0.38 URTI days per roster period (based on five (5) days per year).

17. LONG SERVICE LEAVE

- 17.1 Long Service Leave will be administered in accordance with the relevant State/Territory legislation applying in the Pilot's Home Base.
- 17.2 Notwithstanding above, Pilots on PT arrangements who take long service leave during or within 12 months after the completion of their PT term will be entitled to payment at 100% of the Annual Base Salary as specified in this Agreement at the time the leave is taken.

18. PARENTAL LEAVE

- 18.1 Pilots on PT arrangements will be provided with parental leave in accordance with this Agreement.
- 18.2 Pilots on PT50 or RO-RO will receive 50% of the entitlements of full-time Pilots in relation to paid parental leave.
- 18.3 Pilots on PT75 will receive 75% of the entitlements of full-time Pilots in relation to paid parental leave.

SECTION D – WORK RULES

19. FLIGHT AND DUTY LIMITATIONS

- 19.1 Pilots on PT arrangements will be rostered in accordance with the Flight & Duty Limitations and Work Rules applicable under this Agreement and the FRMS.
- 19.2 Pilots on PT arrangements are subject to the same flight recency requirements as full-time Pilots.

20. ROSTERS

20.1 Pilots on PT arrangements will be rostered for and required to work the full range of duties required of full-time Pilots. This includes the type of duty (e.g. Flying duty, Reserve, Simulator) as well as the way in which it is rostered (e.g. Time of Trip, length of Trip).

20.2 Where a Pilot who is on a PT50 arrangement takes approved annual, paid parental or long service leave during the roster period, DDOs will be pro-rated in accordance with the table below:

Approved Leave Days	Designated Days Off	Offline	Days available for duty
0	6	14	8
1	6	14	7
2	5	14	7
3	5	14	6
4	4	14	6
5	4	14	5
6	3	14	5
7	3	14	4
8	2	14	4
9	2	14	3
10	1	14	3
11	1	14	2
12	0	14	2
13	0	14	1
14	0	14	0

20.3 Where a PT75 Pilot takes approved annual, paid parental or long service leave during the roster period, DDOs will be pro-rated in accordance with the table below:

Approved Leave Days	Designated Days Off	Offline	Days available for duty
0	8	8	12
1	8	8	11
2	7	8	11
3	7	8	10
4	6	8	10
5	6	8	9
6	5	8	9
7	5	8	8
8	4	8	8
9	4	8	7
10	3	8	7
11	3	8	6
12	2	8	6
13	2	8	5
14	1	8	5
15	1	8	4
16	1	8	3
17	1	8	2
18	0	8	2
19	0	8	1
20	0	8	0

21. ROSTER REQUESTS

- 21.1 Pilots on PT arrangements will be entitled to bid for their roster preferences in the same manner as full-time Pilots.
- 21.2 When making bids for their rosters, Pilots on PT arrangements must remain cognisant of the requirement to maintain his/her flight currency.

22. DAYS OFF

- 22.1 Pilots on PT50 or RO-RO will be rostered for a minimum of six (6) Designated Days Off and 14 offline days in each roster period.
- 22.2 Pilots on PT75 will be rostered for a minimum of eight (8) Designated Days Off and eight (8) offline days in each roster period.

23. RESERVE

- 23.1 The assignment of Reserve duties for Pilots on PT arrangements will as per full time Pilots.

24. LEAD IN/LEAD OUT PAIRINGS

- 24.1 For Pilots on PT50 and PT75 arrangements, rostering of lead in and lead out pairing will be the treated in the same manner as full-time Pilots.
- 24.2 Assignment of pairings will be planned to be captured completely within the scheduled roster period for a Pilot on RO-RO arrangements. It is possible in a disrupt situation that some duty may carry over to the following non-scheduled roster period. In that case Pilots can expect additional payment in accordance with clauses 27.2 and 27.3 of this Agreement.

25. WORKING ON DESIGNATED DAYS OFF OR BLANK DAYS

- 25.1 Pilots on PT arrangements acknowledge that participation in a PT arrangement is designed as an opportunity allowing for a reduction in work days. As such Pilots on PT arrangements will not be permitted to nominate offline days as available for work, though he/she can accept a duty on an offline day if requested by Virgin Australia.
- 25.2 A Pilot on PT arrangements who agrees to work on an offline day if requested by Virgin Australia, will not be entitled to a payment in accordance with clause 27 of this Agreement, but instead will have his/her Flight Time accrue credit hours.
- 25.3 Pilots on PT arrangements are not required to be available for duty on his/her Designated Days Off/Blank Days. Pilots on PT arrangements may, however, accept work on their Designated Days Off/Blank Days but he/she has the right to decline any offer of such work.
- 25.4 A Pilot on PT arrangements who agrees to work on Designated Day Off/Blank Day will be entitled to a payment in accordance with clause 27 of this Agreement, and applicable allowances as specified in this Agreement.

APPENDIX 9 – ANNUAL LEAVE BIDDING SYSTEM

1. Annual leave

- 1.1 This Appendix sets out the guidelines in relation to annual leave bidding for Virgin Australia Narrow Body Aircraft Pilots. This Appendix must be read and interpreted subject to the terms and conditions of this Agreement. The guidelines laid down in this Appendix will take effect from the ballot year following the implementation of this Agreement.

2. System description

- 2.1 The Annual Leave Bidding System seeks to manage the allocation of annual leave to crew and distributes leave periods among Pilots. During the Annual Leave Ballot process the system will give preference to Pilots with the most accumulated points who bid for a specific leave period.
- 2.2 Leave categories include:
- (a) Awarded Annual Leave
 - (b) Assigned Annual Leave
 - (c) Ad-Hoc Annual Leave
 - (d) Binned Annual Leave
 - (e) Compulsory Annual Leave

3. Annual Leave bidding definitions

- 3.1 **Ad-Hoc Leave:** Annual leave that is awarded to a Pilot through the Ad-Hoc Leave process.
- 3.2 **Annual Leave Ballot:** An annual leave ballot is comprised of multiple annual leave blocks, which Pilots may bid for annual leave blocks. The Annual Leave Ballot will operate once per year.
- 3.3 **Assigned Annual Leave:** Annual leave that is not bid for, but assigned to a Pilot during the Annual Leave Ballot.
- 3.4 **Awarded Annual Leave:** Annual leave that is bid for in the Annual Leave Ballot and is approved as part of the Annual Leave Ballot.
- 3.5 **Ballot Year:** Pilots will be requesting annual leave within a set date range. This date range is approximately 12 months in length and is referred to as a Ballot Year.
- 3.6 **Bid Groups:** Pilots are divided into Resource Groups based on three criteria; base, aircraft type and rank. Where a Resource Group contains less than 10 members, it may be combined with another Resource Group into a common Bid Group.
- 3.7 **Bidding Period:** Pilots will be notified a date range in which they will need to lodge their bids for the annual leave ballot. This bidding period will normally commence 16 weeks prior to the start of the Ballot Year and will be notified by FCON.
- 3.8 **Binned Annual Leave:** Any annual leave (Awarded, Assigned or Ad-Hoc) that a Pilot no longer wants to take and has binned via the process outlined in this Appendix.
- 3.9 **Compulsory Leave:** Annual leave that is assigned to a Pilot either during the Annual Leave Ballot or during the Ballot Year, which is required to be taken due to the Pilot having an excess amount of leave accrued. Compulsory Leave cannot be surrendered.
- 3.10 **Leave Block:** A period of seven (7) consecutive days, Monday to Sunday, which is part of the Annual Leave Ballot.
- 3.11 **Surrendered Leave:** Annual leave that is assigned by Virgin Australia during the Annual Leave Ballot process, which is not wanted by the Pilot, and is surrendered in accordance with this Appendix.

4. Annual Leave Ballot Process

4.1 Allocation of points

- (a) Pilots covered by this Agreement who at the Commencement Date have or are in the process of transitioning to fly B737 aircraft under the F100/B737 Transition Plan will:
 - (i) at the time of transfer retain all existing annual leave balances;
 - (ii) be credited 10 points per week of annual leave that has accrued at the time of transition; and
 - (iii) be subject to the annual leave bidding arrangement set out below.
- (b) Prior to the commencement of each Annual Leave Ballot, Pilots will be credited with the following additional points:
 - (iii) Full-time Pilots – 300 points;
 - (i) PT75 Pilots – 225 points; and
 - (ii) PT50 Pilots – 150 points.

4.2 Utilisation of points

Points will be debited for each successful bid that is awarded via the Annual Leave Ballot. Any unspent points will carry over to the next ballot period.

4.3 The Annual Leave Ballot process

- (a) No less than four (4) weeks before the opening of the Annual Leave Ballot, the AIC shall determine the following:
 - (i) A list of each ballot Bid Group members showing each Pilot's employee number and their ballot points total.
 - (i) The number of annual leave slots to be made available in each week of the Ballot Year for each Bid Group. Sufficient leave slots will be made available in each Bid Group to ensure that every Pilot in the Bid Group can access their annual entitlement as per clause 82 this Agreement.
 - (ii) The point value of each week of the Ballot Year per Bid Group.
- (e) Before the Annual Leave Ballot opens, the information at 4.3(a)(i), 4.3(a)(d)(i), 4.3(a)(d)(ii) and 4.3(a) above will be published both on the intranet and on Goodreader.
- (f) Before the Annual Leave Ballot opens, updated guidance for Pilots highlighting any changes to the ballot process will be published on the intranet and Goodreader.
- (g) After the Annual Leave Ballot has closed, the system will process all of the bids submitted. Annual leave blocks will be awarded to Pilots in order of the highest number of accumulated points. If a tie occurs, then the longest serving Pilot (with reference to the Virgin Australia GDOJ) will be awarded the leave. Each block of seven (7) days will be considered on a stand-alone basis.
- (h) Virgin Australia may Assign annual leave to a pilot during the Annual Leave Ballot such that the aggregated of leave either Awarded and / or Assigned leave to a Pilot in the Annual Leave Ballot does not exceed six (6) weeks. Pilots will be able to email Virgin Australia (FC.Leave@virginaustralia.com) to request that any Assigned annual leave be in consecutive blocks.
- (i) A Pilot may surrender any Assigned annual leave back to Virgin Australia no later than four (4) weeks prior to the commencement of the Ballot Year, and can do so by emailing Virgin Australia (FC.Leave@virginaustralia.com).

- (j) If unwanted Assigned annual leave is not surrendered to Virgin Australia by this time it may only then be disposed of through the Binned Leave process or by mutual consent.
- (k) Awarded annual leave (annual leave that is bid for and Awarded) cannot be surrendered, and can only be cancelled by mutual consent.
- (l) Following the publication of the ballot results, Virgin Australia will provide the AIC with a document outlining how many annual leave slots have been awarded in each ballot week.

4.4 **Other Annual Leave Ballot matters**

- (a) A Pilot who commences employment under this Agreement after the ballot close date will only be eligible to bid for Ad-Hoc Leave in the current Ballot Year.
- (b) Pilots will retain all accumulated points if they change from one Bid Group to another.
- (c) If Virgin Australia assigns leave, no points will be deducted from the Pilot's points balance for the assigned leave.
- (d) Pilots may nominate a "bid partner" who is in the same Resource Group for the Annual Leave Ballot. The Annual Leave Ballot will consider the Pilot with the lowest points for awarding leave, and award the bid partner with the higher points the same leave blocks. Virgin Australia will ensure that any annual leave assigned to a Pilot is also assigned to their bid partner. This will ensure that the "bid partners" will be awarded or assigned the same leave blocks.
- (e) After the Annual Leave Ballot closes, extra leave can only be bid for through the Ad-hoc Leave system.

5. **Ad-Hoc Leave System**

5.1 **Bidding for Ad-Hoc Leave**

- (a) Throughout the year Pilots will be able to apply for annual leave blocks that are unassigned after the ballot process has been completed or that become vacant for whatever reason. This will be achieved by an Ad-hoc Leave allocation.
- (b) Available Ad-Hoc Leave will be published and open for bidding eight (8) weeks prior to the commencement of the Ballot Year. The availability of Ad Hoc Leave will be updated at least each Roster Period.
- (c) Pilots with accrued unallocated annual leave can bid for annual leave on an Ad-Hoc basis.
- (d) With Management approval, a Pilot can access Ad-Hoc Leave to take their annual leave balance to negative 14 days.
- (e) Pilots can bid for Ad-Hoc Leave either as individual days, or in any multiple of days. There is no requirement for a multiple of days to start or finish on a particular day.

5.2 **Processing Ad-Hoc Leave bids**

- (a) Ad-Hoc Leave requests will be processed within seven (7) days of the bid being lodged by the Pilot, and will be Awarded in the order in which they were received. They will be assessed by Virgin Australia as follows:
 - (iii) **Approved:** The leave is available, and is Awarded to the Pilot. After leave is Approved, Virgin Australia cannot make any changes to the leave without the Pilot's approval.
 - (i) **Pending:** The leave is not available at this time.
 - (ii) Where a Pilot has marked their ad-hoc bid as "assess now" and the leave is not available to be Approved within seven (7) days of the bid being placed, the bid will be rejected.

- (b) Pending Ad-Hoc Leave bids will have preference over any new Ad-Hoc Leave bids for the same day of leave.
- (c) Virgin Australia will reassess any pending leave bids every seven (7) days to ensure they are approved as soon as the leave becomes available.
- (d) Five (5) weeks prior to roster publication, all Ad-Hoc Leave bids that are “pending” will be either approved or denied. This allows a Pilot whose Ad-Hoc Leave bid was denied to bid accordingly in the PBS.
- (e) Any Ad-Hoc Leave bids received after five (5) weeks prior to roster publication will be processed within seven (7) days of the bid being lodged by the Pilot, and will be Awarded in the order in which they were received.
- (f) When assessing leave bids, Virgin Australia will contact the Pilot by email if the ad-hoc bid can only be awarded in part. For example, if a Pilot bids for seven (7) days leave and all but one of the days is available, Virgin Australia will contact the Pilot so that they can decide whether to modify their bid or leave it pending. If no response is received to the email within 48 hours, and the bid still cannot be awarded in its entirety, the bid will be rejected.
- (g) Ad-hoc Leave bids close two (2) weeks prior to roster publication.

6. Binned Leave

6.1 Putting leave in the binned leave system (Leave Bin)

- (a) A Leave Bin will be established and administered by Virgin Australia. Unwanted leave, either Awarded or Assigned, may be deposited in the Leave Bin if a Pilot does not require it. The leave is still assigned to the pilot, but is visible for other Pilots to see as Ad-Hoc Leave. The Pilot puts leave in the Leave Bin by emailing Virgin Australia (leave.bin@virginaustralia.com)
- (b) Leave will be reallocated on a first in first out basis. ie if there are two identical leave blocks in the Leave Bin, then the block that was first deposited will be reallocated first.
- (c) If leave that a Pilot puts in the Leave Bin is not reallocated five (5) weeks prior to the roster period that contains the leave, the Pilot will be obliged to take the leave.
- (d) The Leave Bin will be open for deposits eight (8) weeks prior to the commencement of the Ballot Year.

6.2 Bidding for leave in the binned leave system

- (a) Leave placed in the Leave Bin is available as Ad-Hoc Leave and is Awarded via the Ad-Hoc Leave system.
- (b) Should a leave block be reallocated then the Pilot who was originally Awarded / Assigned that leave will have no further obligations to that leave block and will be re-credited with those annual leave days. Indicative timeline of events

The leave allocation system should work around the following indicative timeline:

- (c) 16-20 weeks prior to the start of the ballot year the ballot points are calculated.
- (d) 16 weeks prior to the start of the ballot year, Annual Leave Ballot and associated point values for leave blocks distributed to Pilots.
- (e) 16 weeks prior to the start of the ballot year, the ballot opens and Pilots are able to access the ballot and submit bids for annual leave.
- (f) 11 weeks prior to the start of the Ballot Year, the ballot closes. All submitting, editing or deleting of bids must be completed by this deadline.
- (g) 10-8 weeks prior to the start of the Ballot Year, the ballot is processed. Once all leave is Awarded through the ballot process, Virgin Australia may Assign annual leave to Pilots in accordance with clause (h).

- (h) Eight (8) weeks prior to the start of the Ballot Year, Awarded and Assigned annual leave results published to Pilots.
- (i) Eight (8) weeks prior to the start of the Ballot Year, Virgin Australia will publish a list of available leave blocks, for bidding via the Ad-Hoc Leave system. Ad-Hoc Leave bids and the Leave Bin open.
- (j) Five (5) weeks prior to the start of each roster period, all pending Ad-Hoc Leave bids for that roster period will be awarded or denied.
- (k) Two (2) weeks prior to the start of each roster period, Ad-Hoc Leave bids for that roster period close.

APPENDIX 10 – GDOJ LIST

This Appendix sets out the rules for the creation and maintenance of the GDOJ List as set out in clause 145 of the Agreement.

1. GDOJ LIST

- 1.1 A Pilot's GDOJ list has been created to include all Pilots in the Virgin Australia Group (i.e. VAA, VAI, VAINZ, VARA and Tigerair).
- 1.2 The GDOJ List will order the relevant Pilots as follows:
 - (a) Australian based short haul Pilots will maintain their existing priority (i.e. they will not be re-prioritised as between themselves).
 - (b) Australian based long haul Pilots have then be added to the list according to the commencement of their induction as a Pilot in the Virgin Australia Group. In cases where long haul Pilots commenced induction on the same day, they will be prioritised according to their experience upon induction in the manner outlined in 1.5 below. Finally to avoid doubt, a Pilot who joined the Australian based short haul operation in 2003, for example, and then transferred to the long haul operation in 2009 will be ordered having regard to their commencement in 2003.
 - (c) The above list will not be re-prioritised other than as outlined above.
 - (d) Once the Australian based short haul Pilots and long haul Pilots have been prioritised as outlined above, all New Zealand based Pilots will then be added to the bottom of the list with a group date of joining of 1 July 2012. Although these Pilots will all have a commencement date of 1 July 2012 for the purposes of the GDOJ List, they have been ordered on that day having regard to their service as a contractor to and/or employee of the New Zealand based operation (i.e. those who were contracted Pilots to the Pacific Blue operation prior to August 2008 will be prioritised first). Notwithstanding this, New Zealand based Pilots who commenced employment in the Virgin Australia Group as an Australian based Pilot will be prioritised having regard to the commencement of their induction as a Pilot in the Virgin Australia Group.
 - (e) Once the Australian based short haul Pilots, Australian based long haul Pilots and New Zealand based Pilots have been prioritised as outlined above, all VARA Pilots employed on or before 7 January 2014 have been added to the bottom of the GDOJ list, with a group date of joining of 7 January 2014. They have been added in their current order on the VARA Pilot's List. They will not be reprioritised.
 - (f) Once Australian based short haul Pilots, Australian based long haul Pilots, New Zealand based Pilots and VARA Pilots have been prioritised as outlined above, all Tigerair Pilots employed on or before 8 April 2016 have been added to the bottom of the GDOJ List, with a group date of joining of 8 April 2016. They will not be re-prioritised.
- 1.3 The GDOJ List will be updated to include all Pilots who join (and have joined) the Virgin Australia Group from 8 April 2016 onwards (i.e. irrespective of the operation within which they are employed). These Pilots will be added to the GDOJ list consistent with the commencement of their first day of induction.
- 1.4 Pilots must be employed on a permanent basis by a company or entity within the Virgin Australia Group to be included in the list.

- 1.5 From 8 April 2016 onwards, Pilots who commence induction with the Virgin Australia Group on the same day will be ordered by their respective experience levels on that date. In this circumstance, the priority will be:
- (a) Greatest hours on aircraft above 40 tonnes as primary crew; or if not applicable,
 - (b) Greatest hours on aircraft above 40 tonnes as Cruise First Officers/second officers; or if not applicable,
 - (c) Total aeronautical hours.

For the avoidance of doubt, the F100 is considered as an aircraft above 40 tonnes.

- 1.6 The date of joining for Virgin Australia cadet Pilots will be their first day of induction as a First Officer/Second Officer within the Virgin Australia Group.
- 1.7 Any Pilot who is made redundant and who is re-employed as a Pilot by Virgin Australia within five (5) years will resume their prior position on the GDOJ List. Pilots who are made redundant will be given priority for re-employment provided they keep their contact details current and advise their intention to pursue re-employment with the People team.
- 1.8 Pilots covered by this Agreement recognise that all New Zealand based First Officers who have a GDOJ List date of 1 July 2012, who apply for New Zealand based commands and who are otherwise assessed as suitable for those commands, will be given priority for New Zealand based commands ahead of all Australian based Pilots. This will continue until such time as all relevant New Zealand based First Officers (with a GDOJ List date of 1 July 2012) have the opportunity to gain a command in the New Zealand based operations. The parties will continue to consult in respect to New Zealand based opportunities for New Zealand Pilots.
- 1.9 For the purposes of Appendix 3, the Virgin Australia Group extends to the Australian based short haul, Australian based long haul, New Zealand, VARA and Tigerair operations (VAA, VAI, VAINZ, VARA and Tigerair) as at 8 April 2016 and not to any business/company acquired after this date.
- 1.10 In the event of the acquisition of another airline, Virgin Australia will consult and agree with the VAA AIC on the terms under which that airline's Pilots are added to the Virgin Australia Group GDOJ List.

2. NARROW BODY COMMAND PRIORITY DATES

- 2.1 Command priority dates will operate for the Award of narrow body commands. Narrow body includes Boeing 737 aircraft, Embraer 190 aircraft or any replacement narrow body jet aircraft. For the purpose of narrow body First Officer positions, or wide body First Officer or Captain positions, a Pilot's Date of Joining is the only consideration.
- 2.2 A Command priority date will be given to all short haul first officers and cruise relief first officers (CRFO) employed before 1 July 2012 and will be notated in a separate column on the GDOJ List.
- 2.3 Command priority dates of the relevant Pilots will be determined in accordance with the following rules:
- (a) All short haul first officers (direct entry) employed at Virgin Australia short haul operation before 1 July 2012 will be given a command priority date that corresponds with their date of joining in the Virgin Australia Group.
 - (b) Former CRFOs who transferred from VAI to VAA as a short haul first officer prior to 1 July 2012 will be given a command priority date that corresponds with their date of induction into the short haul operation.

- (c) CRFOs (existing) employed at VAI prior to 1 July 2012 will be given a command priority date of 30 June 2012 for the purposes of the Command Priority List. They will be ordered on that day having regard to the commencement of their induction with the long haul operation. CRFOs who commence induction on the same day will be ordered by their respective experience levels on that date. In this circumstance, the priority will be:
 - (i) Greatest hours on aircraft above 40 tonnes as primary crew; or if not applicable,
 - (ii) Greatest hours on aircraft above 40 tonnes as Cruise First Officers; or if not applicable,
 - (iii) Total aeronautical hours.
- (d) Former Australian based Pilots who were employed by VANZEC prior to 1 July 2012 will be given a command priority date of 30 June 2012 if they were previously employed as a CRFO or a date that corresponds with their induction as a Pilot in the Virgin Australia Group if they were previously employed as a short haul first officer (direct entry).

3. APPLICATION OF THE GDOJ LIST AND NARROW BODY COMMAND PRIORITY DATE

3.1 For the purpose of clause 3 of this Appendix 3, the following acronyms are used:

- (a) Direct Entry FOs who hold a Command Priority Date: DECP holder
- (b) Ex CRFOs or current CRFOs who hold a Command Priority Date: ERCP holder
- (c) Date of Joining only (no CPD assigned): DOJO holder

3.2 DECP holders will be considered as DOJO holders, once they are checked to line as a Captain. At this point their CPD is deleted from the GDOJ List.

3.3 ERCP holders will be considered as ERCP holders whilst they are both a FO and a Captain. Once an ERCP holder is checked to line as a Captain, their CPD becomes bracketed and remains on the GDOJ List for future reference.

3.4 For any narrow body command position where there is a DECP holder bidding, the dates used to rank Pilots are listed in clause Appendix 43.4(a) and Appendix 43.4(b) below. The Pilot with the earliest date will be Awarded the command position.

- (a) DECP holders and ERCP holders – CPD; and
- (b) DOJO holders – DOJ.

Example: Only direct entry FO's (priority not yet used) and ex CRFOs are bidding for a command, CPD is used to ensure the priority of the direct entry FO is maintained.

Example: A DECP holder (direct entry FO who has not used command priority), and a DOJO holder (either direct entry FO who has used command priority or Captain at EBA vote) are bidding for a command. The DECP holder's CPD and the DOJO holder's DOJ are used to Award the command.

Example: A direct entry FO (command priority not yet used, so DECP holder), an ex CRFO (irrespective of rank, so an ERCP holder) and a Captain (who was previously

a direct entry FO and has used their command priority, so now a DOJO holder) are bidding for a command. The direct entry FO (DECP) has not yet exercised their command priority, so CPD must be used to ensure command priority is maintained compared to the ex CRFO (ERCP). The direct entry FO and ex CRFO CPD is compared against the DOJO holders DOJ to Award the command.

- 3.5 For any narrow body command position where there is no DECP holder bidding, the dates used to rank Pilots will be their DOJ. The Pilot with the earliest date will be Awarded the command position.

Example: A Captain (who was previously a direct entry FO who has used their command priority, so now a DOJO holder) and an FO (ex CRFO, so an ERCP holder) are bidding for a command position. DOJ is used to prioritise Pilots because there is no DECP holder bidding. The Pilot with the earliest DOJ will be Awarded the command.

- 3.6 Command priority dates will cease to operate either as soon as the last Short Haul First Officer (direct entry) who was employed before 1 July 2012 has exercised their command priority date, or after 27 May 2033, whichever occurs first. From this time onwards, narrow body commands will be Awarded in accordance with Group date of joining.

- 3.7 To avoid doubt, all references to the Award of commands etc in this Appendix 3 must be read subject to the career progression provisions in the Agreement, in particular, the requirement that the successful Pilot must be assessed as "suitable".

SIGNATORIES:

Signed for and on behalf of Virgin Australia Regional Airlines Pty Ltd (ACN 008 997 662)

Full Name: Susan Schneider

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

Position: Chief Legal and Risk Officer

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



4 January 2024

Signature

Date

In the presence of:



Lynelle McLeod

Signature

Print Name

Signed on behalf of the Transport Workers' Union of Australia (TWU)

Full Name: *Nicholas McIntosh*

Address: *9/447 Kent St Sydney NSW 2000*

Position: *Assistant National Secretary*

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

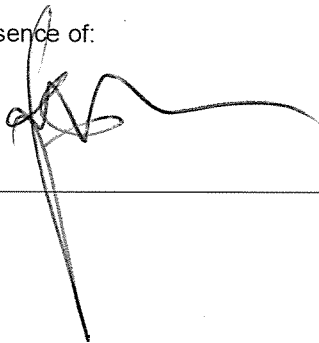


Signature

22/12/23

Date

In the presence of:



Signature

Edward Nell

Print Name

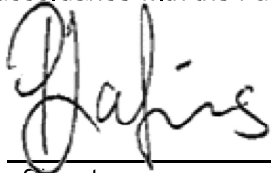
Signed on behalf of the Australian Federation of Air Pilots (AFAP)

Full Name: Patrick John Larkins

Address: Level 4 132-126 Albert Rd, South Melbourne Victoria

Position: Senior Legal/ Industrial Officer

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

21 December 2023

Date

In the presence of:



Signature

Deanna Cain

Print Name

Signed on behalf of Skywest Airlines Pilots' Association (SALPA)

Full Name: JACK STEPHEN ROTHERY

Address: 3/5 JOHN STREET COTTESLOE, 6011, W.A

Position: SALPA CHAIRMAN

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

21/12/2023

Date

In the presence of:



Justine Elizabeth Viney
