

PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This Agreement shall be known as the Eastern Australia Airlines Pty Limited Pilots Enterprise Agreement 2023.

2. ARRANGEMENT

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3. PARTIES COVERED

3.1 This Agreement covers:

- a) Eastern Australia Airlines Pty Limited (ABN 77 001 599 024) (the “Company” or the “employer”) of 10 Bourke Road Mascot Sydney 2020; and
- b) employees employed by the Company on or after the Date of Commencement in the classifications contained in clause 33 of this Agreement.
- c) The Company notes that in accordance with s.183 of the *Fair Work Act 2009* (Cth) (the **FW Act**) the Federation and the Association will notify the FWC before approval of this Agreement that they wish to be covered by this Agreement.

4. DATE AND PERIOD OF OPERATION

- a) This Agreement shall operate from the date that is 7 days after approval by the FWC and shall remain in force until 31 December 2026.
- b) Negotiations for a replacement agreement may commence at least 6 months prior to the nominal expiry date.

5. PREVIOUS ENTERPRISE AGREEMENT

This Agreement completely supersedes and replaces the Eastern Australia Airlines Pty Limited Pilots' Enterprise Agreement 2019.

6. RELATIONSHIP TO AWARD AND NES

- 6.1.1** This Agreement is a comprehensive agreement and replaces all other awards, orders of industrial commissions or industrial and workplace agreements that would otherwise apply to pilots save that it does not exclude State laws dealing with occupational health and safety and workers' compensation.
- 6.1.2** This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) under the Act. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. ANTI-DISCRIMINATION

- 7.1.1** The parties bound by this Agreement intend to achieve the principal object in s 3(e) of the FW Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, breastfeeding, gender identity, intersex status, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 7.1.2** Accordingly, in fulfilling their obligations under clause 10 - Procedures For The Avoidance Of Industrial Disputes - the parties covered by this Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 7.1.3** Nothing in this clause is taken to affect:

- a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- b) junior rates of pay;
- c) an employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights Commission;
- d) the exemptions in s 351(2) and s 772(2) of the FW Act.

8. DEFINITIONS

8.1 The **Association** means the Australian and International Pilots Association of Suite 6.01, Level 6, 247 Coward Street, Mascot NSW 2020 and its members.

8.2 **ATO** means the Australian Taxation Office or its successor.

8.3 **Award** means the *Air Pilots Award 2020* (MA000046), as varied from time to time;

8.4 **Calendar day** means the 24 hour period between midnight (zero hours) and the following midnight (2400 hours) local time.

8.5 **CAO** means Civil Aviation Order as amended from time to time.

8.6 **Check captain / Examiner** means a person approved by the Company to conduct proficiency checks. May hold a CASA Flight Examiner Rating.

8.7 The **Company** means Eastern Australia Airlines Pty Limited (ABN 001 599 024) (the "Company" or the "employer") of 10 Bourke Road Mascot Sydney 2020.

8.8 **CPI** means All Groups Consumer Price Index as published by the Australian Bureau of Statistics or its successor.

8.9 **Date of Commencement** means the date from which this Agreement operates in accordance with clause 4, being 7 days after approval by the FWC.

8.10 **Deadhead travel** means all travel performed at the direction of the Company which is not associated with the actual operation of the aircraft but is required for the purpose of:

- a) positioning for a tour of duty; or
- b) returning to home base after a tour of duty; or
- c) returning to a base of temporary transfer after a tour of duty.

For the purpose of this agreement, deadhead travel time is regarded as duty time.

8.11 **Designated day off (DDO / RDO)** means except as specified elsewhere in this agreement a day on which the pilot is rostered to be free of all duty at home base or temporary transfer which must extend from 2200 hours on the previous day until 0600 hours on the following day.

8.12 **Duty time** means all time on duty in accordance with the CAOs and this agreement.

8.13 The **Employer** means Eastern Australia Airlines Pty Limited (ABN 001 599 024) (the "Company" or the "employer") of 10 Bourke Road Mascot Sydney 2020.

- 8.14 Equipment assignment** means a pilot's equipment status in a base.
- 8.15 The Federation** means Australian Federation of Air Pilots (the "AFAP" or the "Federation") of Level 4, 132-136 Albert Road, South Melbourne, Victoria 3205 and its members.
- 8.16 FFPP** means first full pay period on or after.
- 8.17 First Class Accommodation** means accommodation which is of a standard agreed between the Company and a majority of pilots:
- a) is quiet and free from factors which may reduce adequate rest;
 - b) provides a separate room for each pilot; and
 - c) provides air conditioning and/or heating as appropriate to the area.
- 8.18 Flight Hours** for the purpose of part 4 shall mean a pilot's logged flight hours in an aircraft and does not include time in a flight simulator.
- 8.19 Flight time** means time on duty as a crew member in an aircraft and is calculated from chock to chock.
- 8.20 FWC** means the Fair Work Commission or its successor.
- 8.21 Ground Instructor** means a pilot appointed to conduct ground training courses.
- 8.22 Home base** means the base at which a pilot from time to time is permanently domiciled.
- 8.23 Layover** means the continuous period of time in excess of nine hours in every twenty four hour period that a pilot spends free of duty between consecutive duty periods at a port other than the pilot's home base or base of temporary transfer.
- 8.24 Manager Flying Operations** means the person appointed by the Company and who is approved by the Civil Aviation Safety Authority to perform the duties and responsibilities of the chief pilot.
- 8.25 Mutual Agreement** means a request for change to rostered duty made by the Company as required under this agreement, to which the pilot consents. The pilot retains the right to refuse such a request.
- 8.26 NES** means the National Employment Standards in the *Fair Work Act 2009* (Cth).
- 8.27 Predecessor Agreement** means the Eastern Australia Airlines Pty Limited Pilots' Enterprise Agreement 2019.
- 8.28 Reserve** means a nominated period during which the pilot must be contactable and available for duty.
- 8.29 Rostered Duty** means those flights or other duties that the pilot has been rostered to perform. The rostered flights are defined by their sectors, which appear on the roster.
- 8.30 Rostered Duty Period** means that period of time for which the pilot is rostered to be on duty. Duty period is shown on the roster as that time between sign on time and sign off time. This period normally encompasses the pilots' rostered flying but is also used to encompass deadhead travel, training, rostered check flight briefing and de-briefings, and other rostered duties as prescribed in this Agreement.

- 8.31 Senior Base Pilot** means a Captain who is designated by the Company as a Senior Base Pilot in a base.
- 8.32 Sign off time** means the time an operating pilot completes all duties associated with a tour of duty. Unless otherwise agreed to between the parties, sign-off time must be fifteen minutes after the actual arrival where flight duty is involved, provided that in respect of the last flight of an aircraft on any day to a capital city primary airport, the period of fifteen minutes may be extended to thirty minutes where a repositioning of the aircraft by that pilot is involved.
- 8.33 Sign-on time** means the actual sign-on time for duty by an operating pilot where flight duty is involved, as provided for in clause 44.
- 8.34 Tour of duty** means the elapsed period between sign-on time and sign-off time.
- 8.35 Training Captain / Instructor** means a person approved by the Company to conduct training. May hold a CASA Flight or Simulator Instructor Rating.
- 8.36 Year of service** means the period of employment from the date of commencement of employment to each anniversary of such date.

9. NO EXTRA CLAIMS

- 9.1.1** It is a term of this Agreement that the Federation and the Association undertakes for the duration of this Agreement not to pursue any extra claims, award or over award.
- 9.1.2** This Agreement is a closed Agreement. The rates of pay specified in clause 33 - Salaries of this Agreement shall apply for the duration of this Agreement, except where varied in accordance with this Agreement.

PART 2 - DISPUTE RESOLUTION, FLEXIBILITY AND CONSULTATION

10. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

- 10.1.1** In the event of a dispute arising in the workplace about matters arising under this Agreement or the National Employment Standards, the procedure to resolve the matter will be as follows:
- a) The pilot and the appropriate Company representative meeting and conferring on the matter.
 - b) If the matter is not resolved at this meeting, the parties must arrange for further discussions between the pilot and more senior levels of management.
 - c) If the matter cannot be resolved it may be referred by either party to FWC for resolution. This does not affect the right of either party to a dispute to take other action to resolve the dispute.
- 10.1.2** While the parties attempt to resolve a dispute pilots must continue to work as normal in accordance with this Agreement and their contracts of employment unless a pilot has a reasonable concern about imminent risk to safety or health. In this case, a pilot must not unreasonably fail to comply with a direction of the Company to perform other available work, whether at the same or another workplace that was safe and appropriate for the pilot to perform.
- 10.1.3** If a dispute is referred to FWC for resolution, FWC can take any or all of the following actions as it considers appropriate to resolve the dispute:
- a) convene conciliation conferences of the parties or their representatives at which FWC is present;
 - b) require the parties or their representatives to confer among themselves at conferences at which FWC is not present;
 - c) request, but not compel, a person to attend proceedings;
 - d) request, but not compel, a person to produce documents;
 - e) where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement;
 - f) where the matter, or matters, in dispute cannot be resolved (including by conciliation) and either party requests, arbitrate or otherwise determine the matter, or matters, in dispute.
- 10.1.4** FWC must follow due process and allow each party a fair and adequate opportunity to present their case.
- 10.1.5** Any determination by FWC under paragraph 10.1.3 f) must be in writing if either party so requests, and must give reasons for the determination.
- 10.1.6** Any determination made by FWC under paragraph 10.1.3 f) must be consistent with applicable law and must not require a party to act in contravention of an applicable industrial instrument or law. Where relevant, and circumstances warrant, FWC can consider previous decisions of FWC.

- 10.1.7** FWC must approach matters regarding management decisions in accordance with the general principles set out in the XPT case [(1984) 295 CAR 188].
- 10.1.8** FWC must not issue interim orders, 'status quo' orders or interim determinations.
- 10.1.9** The parties are entitled to be represented, including by legal representatives, in proceedings pursuant to this dispute resolution procedure.

11. ENTERPRISE FLEXIBILITY

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

- a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b) the arrangement meets the genuine needs of the Company and Pilot in relation to 1 or more of the matters mentioned in clause 11.1.1(a); and
- c) The arrangement is genuinely agreed to by the Company and the Pilot.

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

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

11.1.3 The employer must ensure that the individual flexibility arrangement:

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

e) states the day on which the arrangement commences.

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

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

- a) by giving 28 days written notice to the other party to the arrangement; or
- b) if the Company and the Pilot agree in writing - at any time.

12. CONSULTATION

12.1 Consultation on major change likely to have significant effects

12.1.1 This term applies if:

- a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- b) the change is likely to have a significant effect on employees of the enterprise.

12.1.2 The Company must notify the relevant employees of the decision to introduce the major change.

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

12.1.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.

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

- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and

iii. any other matters likely to affect the employees.

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

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

12.1.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 12.1.2, 12.1.3 and 12.1.5 are taken not to apply.

12.1.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

12.1.10 In this term, relevant employees means the employees who may be affected by the major change.

12.2 CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

12.2.1 Where the Company proposes to change a Pilot's regular roster or ordinary hours of work, the Company must consult with the Pilot or Pilots affected and their representatives, if any, about the proposed change

12.2.2 The Company must:

- a) provide to the Pilot or Pilots affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Pilot's regular roster or ordinary hours of work and when that change is proposed to commence);
- b) invite the Pilot or Pilots affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- c) give consideration to any views about the impact of the proposed change that are given by the Pilot or Pilots concerned and/or their representatives.

12.2.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

12.2.4 These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

12.2.5 For the avoidance of doubt, this clause does not apply to the allocation of, or change to, a pilot's hours of work or roster consistent with this Agreement.

13. NEW EQUIPMENT

When new types of aircraft or special equipment are to be introduced, conferences may be requested to enable the parties to consider and establish the terms and conditions applicable. Such requests may be made up to 3 months prior to the anticipated commencement of operations and shall be aimed at formulating salaries and any special conditions prior to commencement of operations.

14. PILOTS REPRESENTATION

A pilot may choose to have an employee representative of their choice, including a representative from the Federation or the Association, to represent and support them at any stage of the processes described in this part (including the dispute resolution procedure as outlined in clause 10). Any representative nominated by the employee will be allowed, at a place designated by the Company, the necessary time during working hours to support the employee.

PART 3 - EMPLOYMENT RELATIONSHIP

15. TYPES OF EMPLOYMENT

15.1 General

- 15.1.1** Pilots employed under this Agreement will be employed in any of the following categories:
- a) full-time; or
 - b) part-time; or
 - c) casual; or
 - d) probationary.

15.2 Casual employment

- 15.2.1** Offers and requests for casual conversion will be in accordance with the NES.
- 15.2.2** A casual pilot will be paid per flying hour at the rate of 1/800th of the annual salary prescribed for the class of work performed (including additions to salary).
- 15.2.3** A casual pilot will be paid in addition to the amount in clause 15.2.2 an amount of 25% for each hour. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this agreement and the NES.
- 15.2.4** Casual pilots must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- 15.2.5** On each occasion a casual pilot is required to attend work the pilot is entitled to minimum payment as follows:
- a) for a tour of duty or stand by away from the airport up to four hours, a minimum of two hours pay; and
 - b) a tour of duty or stand by away from the airport exceeding four hours, a minimum of four hours pay.
- 15.2.6** For the purposes of calculation payment is to be calculated for each flying hour or part thereof.

15.3 Part-Time Pilots

- 15.3.1** The parties agree that, subject to operational requirements, the Company may make a number of line pilot positions available as part-time. The allocation of part-time positions between bases and aircraft types will be at the Company's discretion having regard to the operational needs of the business.
- 15.3.2** The number of days to be worked by a part time pilot will be mutually agreed in advance at the commencement of the part time position. This agreement shall be confirmed in writing by the Company.
- 15.3.3** A part time pilot shall receive pro-rata entitlements for all conditions of employment under this Agreement unless specified otherwise.

15.4 Periods of Duty – Part Time Employment

15.4.1 A part time pilot will be engaged and rostered in accordance with either clause 15.4.2 or 15.4.3.

15.4.2 A pilot and the Company may agree in writing that the pilot will work part time on the basis of the options in the following table:

Pro-Rated Employment	Working Days	RDOs	Non-Work Days
50 %	9	5 RDOs	14
60 %	11	6 RDOs	11
75 %	13	8 RDOs	7
80 %	15	8 RDOs	5

15.4.3 A pilot and the Company may agree in writing that the pilot will work 50% part time on the basis of:

- a) continuous periods of 7 days on followed by 7 non-work days;
- b) continuous periods of 14 days on followed by 14 non-work days; or
- c) continuous periods of 28 days on followed by 28 non-work days;

The agreed periods in (a), (b), and (c) shall align with the Company’s published roster periods.

15.4.4 These workdays may include all duty types performed by full time pilots including overnights and reserve days. The Company will make best endeavours to ensure duty types are equitably distributed to part-time pilots.

15.4.5 Actual rostered workdays within the 28 day roster period will be at the discretion of the Company. The pilot will be able to express preferences in accordance with the Lifestyle Rostering system.

15.4.6 Flying hours and duties will be limited by CAO48.

15.4.7 Part time pilots will be allocated RDOs on a pro-rata basis in each 28 day roster period.

15.4.8 All other days where a duty day or day off has not been rostered shall be known as non-work days.

15.4.9 A part time pilot who does not place bids in the Lifestyle Rostering system shall be rostered a minimum of one weekend off in an eight week period, where practical.

15.5 Work on RDOs and Non-Work Days – Part Time employment

15.5.1 A part time pilot may be requested by the Company to work on an RDO in accordance with clause 41.9 of this Agreement. Where a part time pilot agrees to work on an RDO payment shall be in accordance with clause 41.9.

- 15.5.2** A part time pilot may be requested by the Company to work on a non-work day. Where a part time pilot agrees to work on a non-work day payment shall be at the single time rate of pay.

15.6 Selection for Part Time Employment

- 15.6.1** Pilots who wish to avail themselves of a part-time position shall submit a written expression of interest to the Company. Once all part time positions are filled the Company will initiate a wait-list for part time positions.
- 15.6.2** Part time positions shall be provided on the basis of demonstrated need such as pilots who are seeking part time employment in conjunction with return from a period of parental leave or on the basis of demonstrated carer's responsibilities. Pilots requesting part time positions without a demonstrated need will be granted part time in order of application. Where pilots are deemed to have an equal need or have submitted applications at the same time, the Company shall use seniority to determine the allocation of part time positions.
- 15.6.3** All part time appointments will be for an initial period of up to twelve months. During this initial period the pilot will return to full time work with at least 8 weeks notice at either the pilot's election or the Company's direction. The initial twelve month period will be exclusive of any period of full time work performed at the Company's request as a result of operational requirements.
- 15.6.4** After the initial twelve months, a pilot must return to a full time position, or apply for a permanent part time position. Should the Company require the permanent part time pilot to return to full time duties mutual agreement is required.
- 15.6.5** A permanent part time pilot who no longer wishes to continue part time work may apply for a full time position when a full time vacancy exists.
- 15.6.6** A part time pilot may agree to temporarily return to full time flying at the request of the Company to meet short term operational requirements.

15.7 Training and Related Matters – Part Time Employment

- 15.7.1** Initial ground school, simulator and line flight training will be performed on a full time basis. Part time employment will commence after a satisfactory check to line and at the commencement of the next successive roster period.
- 15.7.2** An additional six training days over and above the total number of rostered paid working days in any calendar year will be rostered. These training days will not attract additional remuneration. This is in recognition of the Company's responsibility under its compliance based training requirements to provide a fixed training schedule to pilots, whether they be engaged in full time or part time employment.

15.8 Entitlements – Part Time Employment

- 15.8.1** A part time pilot's annual leave, personal leave and long service leave entitlements shall be pro-rata.
- 15.8.2** Previous entitlements accrued under full time employment will be transferred to ensure no loss is incurred as a result of converting to part time work.
- 15.8.3** Service increments will accumulate on a pro-rata basis.

15.8.4 Part time employment will not affect seniority rights.

15.9 Allowances – Part Time Employment

15.9.1 Incidence based allowances including meal allowances and extension payments will be paid at the rate prescribed in this Agreement.

15.9.2 Loss of licence entitlements will be as per a full time pilot's entitlement.

15.9.3 All other entitlements under the Agreement will be pro-rated.

15.10 Probationary Employment

15.10.1 The Company may initially engage a pilot for a period of probationary employment for the purpose of determining the pilot's suitability for ongoing employment. The pilot must be advised in writing in advance that the employment is probationary and the duration of the probation period which can be no more than six months.

15.10.2 The employment of a probationary pilot may be terminated by the giving of two weeks' written notice by either the pilot or the Company, or by the payment or forfeiture of two weeks' salary in lieu of notice as the case may be.

16. PILOT DUTIES

16.1 Pilot duties - general

16.1.1 Pilots must undertake duties in any part of the world where the Company may from time to time be operating.

16.1.2 A pilot must not fly an aircraft other than in the course of their employment unless the Company consents in writing.

16.1.3 Pilots must undertake the following duties:

- a) operational duties associated with the preparation for and conduct of a flight, including reasonable assistance with normal fuelling and handling of passenger baggage and cargo;
- b) complete all statutory and Company documentation associated with a flight;
- c) for aircraft not required to carry a cabin attendant, maintain cabin tidiness consistent with passenger comfort, for aircraft with a cabin attendant a pilot must not be required to serve as a cabin attendant.

16.1.4 The provisions of this Agreement must not be construed by a Company in such a manner as to force a pilot to undertake duties not directly associated with pilotage.

16.2 Duty and flight time records

16.2.1 All Pilots must keep a progressive record of their duty and flight times using the appropriate forms, if any, provided by the Company in accordance with Company procedure.

16.3 Orders to Pilots

- 16.3.1** Orders and instructions to pilots shall normally be given or confirmed in writing. If a pilot requests, a verbal instruction shall be confirmed in writing to the pilot no later than 96 hours after the verbal instructions are given.
- 16.3.2** When the pilot elects to operate under a CAO dispensation such dispensation shall be confirmed in writing to the pilot if the pilot so requests.
- 16.3.3** An application for concession/dispensation from CAO 48 after approval from the pilot concerned shall be made by the Manager Flying Operations or their nominated Deputy on behalf of the Company and the affected pilot. If a concession/dispensation is obtained a copy of the approval shall be provided to the pilot on request.

17. PILOT INDEMNITY

- 17.1.1** The Company indemnifies and will keep each pilot indemnified against all claims and demands whether made during or after the period of the pilot's employment by any other employee of the Company, by any passenger on any aircraft operated by the Company or by any other person whatsoever (and including in each case any claim or demand by the legal personal representative of any such person) for any loss, damage or expense incurred or suffered by any such person as a result of:
- a) the loss of or any damage to any property of any person (whether or not the person making the claim):
 - b) the death of or any injury to any person (whether or not the person making the claim); caused or contributed to by any act or omission of the pilot while engaged in the performance of the duties of the pilot's employment.
- 17.1.2** The Company releases and discharges each pilot from all claims and demands the Company may have whether during or after the period of the pilot's employment for any loss, damage or expense incurred or suffered and any other sum otherwise payable by the Company as a result of:
- a) the loss of or any damage to any property of the Company; or
 - b) any claim made or proceedings brought against the pilot or the Company of the kind described in clause 17.1.1;
- caused or contributed to by any act or omission of the pilot while engaged in the performance of the duties of the pilot's employment.
- 17.1.3** The releases and indemnity given by the Company to each pilot under clauses 17.1.1 and 17.1.2 do not extend to any claim arising from the loss of or damage to any property or the death of or injury to any person caused wilfully by the pilot unless necessitated by circumstances reasonably beyond the control of the pilot.
- 17.1.4** The benefit of the releases and indemnity given by the Company to each pilot under clauses 17.1.1 and 17.1.2 extends to the legal personal representative of the pilot and each beneficiary of the pilot's estate.

18. TERMINATION OF EMPLOYMENT

18.1 Notice of Termination by the Company

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

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

18.1.2 In addition to the notice in clause 18.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

18.1.3 Payment in lieu of the prescribed notice in clauses 18.1.1 and 18.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.

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

- a) the employee's ordinary hours of work (even if not standard hours); and,
- b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and,
- c) any other amounts payable under the employee's contract of employment

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

- a) in the case of dismissal for serious misconduct; or,
- b) to employees engaged for a specific period of time or for a specific task or tasks.

18.1.6 For the purposes of clause 21 and clause 18 continuous service includes all approved absences under the Agreement and other Company and pilot agreed absences.

18.2 Notice of termination by an employee

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

18.2.2 If an employee fails to give the notice specified in clause 18.1.1 the Company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 18.1.3.

18.3 Job search entitlement

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

18.4 Transmission of business

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

18.5 Termination away from home base

If the employment of a pilot is terminated by either the pilot or the Company while the pilot is away from home base on a layover or temporary transfer, the notice period is deemed not to have commenced until the pilot has been returned to their home base or point of recruitment unless otherwise mutually agreed.

18.6 Accrued days in lieu

If, at the point of termination, a pilot has accrued an entitlement to a day or days off under clauses 41.9.4, 56, and 55.5.4, they must receive payment in lieu of such day or days at their normal rate of salary.

19. QUALIFICATION RENEWAL ON TERMINATION

19.1.1 If, when a pilot on permanent hire is to terminate, any of their qualifications including an instrument rating or other flight rating or endorsement which:

- a) was required by the Company at the time of engagement; or,
- b) whilst not so required was utilised by the Company within the period of up to one year immediately preceding the pilot's termination date or has lapsed through no fault of the pilot or is due for renewal during the period extending up to three calendar months beyond their termination date:

19.1.2 Then either the qualifications shall be renewed or the reasonable cost of the renewals shall be met by the Company no later than on the pilot's last day of work.

19.1.3 Provided that in a case of summary dismissal or termination without notice where it is not practicable for the cost of renewal to be paid on the pilot's last day of work, such payment shall be made as soon as possible but not later than one week after such last day of work unless the termination is being grieved in which case payment may be deferred pending the outcome of the grievance.

19.1.4 This clause shall have no application where a pilot resigns (except in the case of redundancy) for the purpose of employment as a pilot.

20. CERTIFICATE OF SERVICE

20.1.1 A Pilot may request a certificate of service on termination and the Company must provide such certificate within seven days of the pilot's last day of work.

20.1.2 Certificates of service shall specify the pilot details including the period of employment, classification of the pilot, qualifications gained whilst in employment and qualifications at cessation of employment. The certificate of service shall be signed by the Company.

21. REDUNDANCY

21.1 Definitions

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

21.1.2 Weeks' pay means the ordinary time rate of pay for the pilot concerned. Provided that such rate shall exclude:

- a) overtime;
- b) penalty rates;
- c) disability allowances;
- d) shift allowances;
- e) special rates;
- f) fares and travelling time allowances;
- g) bonuses; and
- h) any other ancillary payments of a like nature.

21.2 Duty to Consult

21.2.1 Where the Company has made a definite decision that will result in redundancies, the Company must provide affected employees and the Federation and/or the Association (if requested by any affected employee) in good time, with relevant information including:

- a) the reasons for any proposed redundancy;
- b) the number and categories of workers likely to be affected; and
- c) the period over which any proposed redundancies are intended to be carried out.

21.2.2 Where a redundancy arises and discussions occur in accordance with this clause the Company will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

21.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the provisions of clause 34 will apply.

21.4 Severance pay

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

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

*Weeks' pay is defined in clause 21.1.2

21.5 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 18 – Termination of Employment. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

21.6 Alternative Employment

21.6.1 The Company, in a particular redundancy case, may make an application to the FWC to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

21.6.2 This provision does not apply in circumstances involving transfer of business as set in clause 21.8.

21.7 Job Search Entitlement

21.7.1 During the period of notice of termination given by the Company in accordance with clause 18.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

21.7.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an

interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

21.7.3 The job search entitlements under this subclause apply in lieu of the provisions of clause 18.3.

21.8 Transfer of business

21.8.1 Redundancy pay under this clause is not payable where the Pilot is offered and accepts employment with an associated entity of the Company within 3 months of termination of the employment with the Company, and the associated entity recognises the Pilot's period of service with the Company.

21.8.2 Redundancy pay under this clause is not payable where the Pilot is offered and accepts employment with a new employer within 3 months of termination of the employment with the Company, and there has been a transfer of business from the Company to the new employer, as provided for in s311 of the FW Act.

21.8.3 Redundancy pay under this clause is not payable where an offer of employment in accordance with either clause 21.8.1 or 21.8.2 is made to the Pilot, the terms of the offer being substantially similar to and on an overall basis, no less favourable than the Pilot's terms and conditions of employment with the Company, but the offer was not accepted by the Pilot.

21.9 Employees Exempted

Clause 21 does not apply to:

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

21.10 Incapacity to pay

FWC may vary the severance pay prescription on the basis of the Company's incapacity to pay. An application for variation may be made by the Company.

21.11 Travel to home base

21.11.1 If the employment of a pilot who was not recruited locally is terminated by reason of redundancy, the pilot is entitled to travel or a reimbursement for the cost of travel for themselves, their spouse and their dependent children under the age of 21 years to the pilot's home base. An allowance equivalent to the cost of such travel must be paid in lieu of the provision of travel if the pilot so requests.

21.11.2 Where a pilot has been transferred at the direction of the Company to a new home base and is subsequently terminated by the Company within twelve months, the pilot together with spouse and dependent children under 21, and their possessions will be returned to the previous home base at the Company's expense.

21.12 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 18 – Termination of Employment. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

21.13 Alternative Employment

21.13.1 The Company, in a particular redundancy case, may make application to FWC to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

21.13.2 This provision does not apply in circumstances involving transmission of business as set in clause 18.4.

21.14 Redundancy List

21.14.1 A Pilot who is made compulsorily redundant will have their name placed on a list of redundant flight crew ('redundancy list') for a period of 5 years (subject to the requirements of this clause) from the date of termination of the Pilot's employment.

21.14.2 A Pilot must advise the Company and provide contact details no later than 1 April in each calendar year to maintain a position on the redundancy list.

21.15 Re-employment following redundancy

21.15.1 Pilot(s) on the redundancy list will be offered re-employment if a position as a pilot becomes available in order of the redundancy list (i.e. Seniority).

21.15.2 A pilot on the redundancy list may elect to defer an offer of re-employment for the following reasons:

- a) Compassionate reasons accepted by the Company; or
- b) To provide adequate notice to the pilot's current employer.

21.15.3 If a pilot cannot provide an adequate reason as listed in clause 21.15.2 the pilot will be removed from the redundancy list.

21.15.4 The offer of re-employment will be subject to the Pilot holding a Class 1 aviation medical certificate, and meeting the relevant recruitment criteria at the time of re-employment.

21.15.5 A pilot re-employed under this clause will resume the relative position on the pilot seniority list that they occupied at the time of termination of employment due to redundancy.

22. STAND DOWN AND SUPERVISION

22.1 Stand Down Provisions Generally

22.1.1 The Company is not required to make payment for any day a pilot cannot be usefully employed because of a strike, stoppage of work or through any cause for which the Company cannot reasonably be held responsible.

22.1.2 The continuity of service of a pilot who is stood down under this sub-clause is deemed not to be broken for all purposes other than payment of salary.

22.2 Stand Down during investigation into accident or incident

- 22.2.1** The Company may suspend a pilot on full pay for up to 28 days if the Company or the Civil Aviation Safety Authority proposes to not permit a pilot to continue flying pending an investigation into an accident or incident involving the pilot.
- 22.2.2** The pilot is not entitled to payment for the period of the stand down if, as a result of an investigation, the pilot is subsequently found guilty by the Civil Aviation Safety Authority of an offence under the CAOs. In that event, the Company is entitled to recover any such moneys paid to the pilot from any payments due under this agreement.
- 22.2.3** Should a pilot be placed on suspension for any reason other than that specified in clause 22.2.1, the period of suspension shall not exceed 28 days.

23. SENIORITY

- 23.1.1** The Company shall publish no later than fourteen days after the commencement of this Agreement, and at least four times per calendar year, a seniority list of all pilots in its permanent employment. A number indicating relative length of service with the Company shall identify the seniority of each pilot on the list, the longest serving pilot having the number "one". A pilot once having established a seniority date shall not lose that date except by termination of employment as a pilot with the Company.
- 23.1.2** A pilot's seniority shall be advised to them in writing on the day they commence employment as a pilot.
- 23.1.3** Pilots employed on the same date shall have their relative seniority positions decided by the Company in accordance with qualifications and experience.
- 23.1.4** Relative Seniority
- a) Relative seniority of the Company's permanent pilots as indicated on the seniority list shall be the primary consideration of the Company in all matters concerning employment opportunities with the Company, including:
- equipment assignments;
 - promotions;
 - retention or demotion in case of reduction of establishment;
 - postings, temporary and permanent transfer.
- b) Should a situation arise in which observance of this clause 23.1.4 would not be expected to meet the needs of the Company and a solution cannot be agreed between the Company and a pilot, a conference shall be convened between the Federation or the pilot's representative and the Company to achieve a solution.
- 23.1.5** A pilot shall be permitted a period of fourteen days after any publication of the seniority list in which to protest to the Company on any omission or incorrect listing affecting their seniority, except that a pilot on leave or duty away from home base at the time of publication of such list shall have a period of fourteen days from date of their return to duty at their home base during which to file such protest. If

dissatisfied with the Company's decision the pilot may have recourse to the grievance procedures in this agreement.

- 23.1.6** A pilot on permanent hire whose licence has been cancelled or suspended on medical grounds shall retain a right to re-employment for a period of five years from the date of such cancellation or suspension provided his/her commercial or higher licence pertinent to their employment is reissued within that period. This shall only apply where a vacancy exists. A pilot re-employed under this clause shall retain their relative position on the seniority list.
- 23.1.7** All equipment assignments, vacancies and temporary and permanent transfers shall be advertised via the company's electronic distribution system to each pilot for a period of seven days. The Company shall notify all pilots who are on leave. All pilots shall be entitled to apply in writing for such positions and the Company shall fill such vacancies and allocate such transfers in accordance with clause 23.1.4, excepting that the Company may be entitled to appoint any captain to the positions of Manager Flying Operations and senior base pilot. The Company may appoint check and training captains from captains on the seniority list who must have the seniority to rate the type or category of aircraft.
- 23.1.8** The Company shall use a standard documentary format which displays the relevant information on each occasion a vacancy is advertised. The format shall include:
- a) equipment assignment;
 - b) location(s) of vacancies;
 - c) number of vacancies at each location;
 - d) closure date of bid;
 - e) commencement date of technical training.
- 23.1.9** Each pilot awarded an assignment shall be notified immediately by the Company of the award. This shall be confirmed in writing immediately thereafter.
- 23.1.10** A pilot may submit a standing bid.
- 23.1.11** Should a pilot be promoted in grade or status over a more senior pilot, the more senior pilot shall retain their position on the seniority list and shall be advised forthwith in writing by the Company of the reasons for their by-pass. Should the more senior pilot dispute the Company's assessment of them and should they prima facie meet the criteria for appointment to the position concerned, they may elect to grieve the matter and the Company may be required to demonstrate why the pilot should not be paid the salary applicable to the position concerned.
- 23.1.12** To the extent that it is necessary to overcome immediate problems of crew shortages arising when additional equipment is introduced, the Company may temporarily utilise pilots out of order of seniority. Such utilisation may continue until sufficient pilots have been trained in order of seniority to fill all positions on the additional equipment and training of such pilots shall normally be completed within four months of introduction of the additional equipment.
- 23.1.13** Unless otherwise agreed by the affected pilots and, if requested by an affected pilot, the Federation, training required by pilots who are successful bidders will be carried out in order of seniority. Where no agreement is reached and pilots are trained out

of seniority order the more senior pilot shall receive by-pass pay from the date the more junior pilot is cleared to line.

23.1.14 A pilot awarded two turbine equipment assignments which result in a change of equipment within a five year period:

- a) will not be eligible for any further change of equipment until the expiry of that five year period; and
- b) will be eligible for only one further change of equipment in each subsequent five year period.

23.2 Initial Fleet Freeze

23.2.1 Subject to clause 23.2.2, a pilot who becomes employed on or after the Date of Commencement will be subject to an 18 month fleet freeze on their initial equipment assignment from the time that they are checked to line. The maximum freeze period that will apply is 24 months from commencement of employment under this Agreement.

23.2.2 The Company may elect to waive the freeze period and where it does so all pilots employed by the Company at that time who are subject to a freeze period under clause 23.2.1 shall be released from that freeze period.

23.2.3 Separate to and without activating clause 23.2.2, the Company and the Federation may agree in exceptional circumstances to waive the freeze period for an individual pilot or group of pilots.

24. SPECIAL CONDITIONS

Where the Company faces a special set of conditions, an employee may be requested to work outside the normal provisions of this Agreement. Such variations shall be agreed to in writing, between the Company, the employee, and, if requested by the employee, the Federation, prior to the undertaking of any such work.

25. OCCUPATIONAL HEALTH AND SAFETY

The Company shall on request provide each pilot with the following protection devices:

- a) Ear muffs;
- b) Ear plugs (disposable);
- c) Each aircraft shall have a noise attenuating headset for each operating crew seat;
- d) High visibility vest.

26. WORKERS COMPENSATION MAKE-UP PAY

26.1.1 In addition to any statutory entitlements to workers compensation a pilot shall be paid make-up pay.

26.1.2 Make-up pay shall be:

- a) An amount of money equal to the difference between the pilot's workers compensation entitlements and the amount of salary plus allowances that

the pilot would have received had they been at work for the period concerned. Provided that it shall not apply during any period of paid leave.

- b) Payable for a maximum period or aggregate of periods in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.
- c) Paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Company and the pilot.

26.1.3 For the purposes of clause 26.1.2 a), if no specific earnings figure is ascertainable, the figure used shall be the average of earnings over the previous three months or such lesser period of time during which the pilot has been employed.

26.1.4 Nothing in this clause shall affect the right of the Company to terminate a pilot's employment in accordance with clause 18 - Termination of Employment, provided that no pilot shall be terminated as a result of having received make-up pay or as a means of avoiding make-up pay obligations.

26.1.5 In the event that a pilot receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the Company to pay make-up pay shall cease from date of such redemption.

26.1.6 Where the pilot recovers damages from the Company or from a third party in respect of a compensable injury independently of statutory entitlements, the pilot shall be liable to repay the Company the amount of make-up pay received in respect of the injury and shall have no further make-up pay entitlements in respect of the injury.

26.1.7 Periods of absence on workers' compensation exceeding three months will not count as service for calculation of recreation leave.

27. ACCIDENT INSURANCE

27.1.1 The Company shall provide each pilot with an accident insurance for a death benefit of not less than \$180,000 over and above any entitlement available under Worker's Compensation Legislation.

27.1.2 The insurance benefit of this clause shall be paid only to the pilot's nominated dependents or next friend or trustee and a receipt or receipts for the amount insured from such dependent, next friend or trustee shall terminate the Company's obligation under this clause.

27.1.3 A pilot's entitlement under a superannuation scheme provided by their Company, to a death benefit or not less than the amount prescribed in this clause shall satisfy the objective of this clause.

27.1.4 Should the Company's insurer reject a proposal for cover of a pilot under subclause 27.1.1, and should the pilot be able to obtain their own insurance, the pilot shall be reimbursed, upon production of a receipt, for expenditure on such insurance up to \$300.00. Payment under this subclause shall be deemed to discharge the Company's obligation in subclause 27.1.1.

28. UNIFORMS

28.1.1 The Company shall provide the pilot with the necessary uniform for both summer and winter use and shall from time to time replace the same as may be necessary

as a result of fair wear and tear on duty. A pilot shall wear the uniform at all times whilst on duty and shall keep the same in good order and condition, and shall at their own cost replace the same if such replacement shall become necessary otherwise than as a result of fair wear and tear whilst on or travelling to or from duty.

28.1.2 The Company shall confer with representatives of the pilots on any suggested changes to uniforms and necessary changes shall be made by mutual agreement. Pilot uniforms shall not be manufactured from high fire-risk material, and may include such items as a tunic, trousers, shirt, tie, (subject to climatic conditions), raincoat, jumper or cardigan, top coat, cap and sundry uniform insignia, and where the Company prescribed other items of a particular type of colour, includes such items as are prescribed.

28.1.3 A pilot who is required to travel to another base for uniform fittings will be provided with positive space travel on a day free of rostered duty (other than a DDO). The Company shall provide return transport between the airport and the premises where required for the purpose of attending uniform fittings.

28.1.4 The Company shall provide six shirts at pilot request each 12 months. Such shirts shall be long or short sleeved at the choice of the pilot.

29. PILOT FACILITIES

Where space provides, and a majority of pilots request, the Company shall provide lockable facilities at home base for the storage of personal items associated with their employment. Where new facilities are to be established the pilots shall have the opportunity for input at an early stage.

30. NOTICE BOARDS

The Company will provide a notice board of reasonable dimensions in a prominent place at each pilot base for dissemination of information to pilots and for use by pilots in relation to employment matters.

31. ACCESS TO RECORDS

A Pilot's personal file, including check and training records shall be available to the pilot upon request at the location of the documents.

32. LOSS OF BAGGAGE

32.1.1 A pilot will be entitled to claim up to \$1,600.00 for loss or destruction of their personal baggage whilst on a tour of duty. In addition the Company will replace a pilot's navigation/flight bag lost or destroyed whilst on a tour of duty and reimburse the pilot \$160.00. These amounts will be varied in accordance with the Company's conditions of carriage.

32.1.2 Permanent loss is deemed to have occurred if such baggage has not been recovered within 40 days from the date of loss.

32.1.3 Any such entitlement shall not apply to circumstances in which compensation is payable under the airline's passenger liability provisions.

32.1.4 The Company shall provide standard traveller's baggage and personal effects insurance to the value of \$1000 for pilots travelling overseas under Company direction.

- 32.1.5** Where loss of personal baggage occurs to a pilot whilst away from base on Company duty, they shall be reimbursed actual reasonable expenses incurred.
- 32.1.6** The Company shall provide crew baggage labels to pilots as requested.
- 32.1.7** Should payment be made and the baggage subsequently recovered the Company shall be entitled to reimbursement of the payment made.

PART 4 - SALARIES AND RELATED MATTERS

33. CLASSIFICATIONS AND SALARY RATES

33.1 Salaries Payable

33.1.1 Subject to clause 33.2 and clause 33.5, pilots endorsed on Dash 8 200 and 300 series aircraft shall be paid the following annual salaries from the first full pay period to commence on or after the date specified. Except where clause 33.5 applies, pilots employed under this Agreement as at the Date of Commencement will also be entitled to backpay in accordance with the rates as set out in the tables below.

Captains

Year of service	1 January 2023	1 January 2024	Date of Commencement	1 January 2025	1 January 2026
1	\$121,828	\$131,757	\$131,757	\$135,710	\$139,781
2	\$123,408	\$133,466	\$133,466	\$137,470	\$141,594
3	\$125,156	\$135,357	\$135,357	\$139,417	\$143,600
4	\$126,901	\$137,244	\$137,244	\$141,361	\$145,602
5	\$128,649	\$139,134	\$139,134	\$143,308	\$147,607
6	\$130,393	\$141,020	\$141,020	\$145,250	\$149,608
7	\$132,142	\$142,911	\$142,911	\$147,199	\$151,615
8	\$133,888	\$144,799	\$144,799	\$149,143	\$153,618
9	\$135,639	\$146,693	\$146,693	\$151,094	\$155,627
10	\$138,091	\$149,345	\$149,345	\$153,826	\$158,441
11			\$150,839	\$155,364	\$160,025
12			\$152,347	\$156,918	\$161,625
13			\$153,871	\$158,487	\$163,242
14			\$155,410	\$160,072	\$164,874
15			\$156,964	\$161,673	\$166,523

First Officers

Year of service	1 January 2023	1 January 2024	Date of Commencement	1 January 2025	1 January 2026
1	\$76,610	\$82,854	\$82,854	\$85,340	\$87,900
2	\$78,221	\$84,596	\$84,596	\$87,134	\$89,748
3	\$79,313	\$85,777	\$85,777	\$88,350	\$91,001
4	\$80,406	\$86,959	\$86,959	\$89,568	\$92,255
5	\$81,497	\$88,139	\$88,139	\$90,783	\$93,506
6	\$82,591	\$89,322	\$89,322	\$92,001	\$94,761
7	\$83,679	\$90,499	\$90,499	\$93,214	\$96,011
8	\$84,773	\$91,682	\$91,682	\$94,433	\$97,266
9			\$92,874	\$95,660	\$98,530
10			\$94,546	\$97,382	\$100,304

33.1.2 Subject to clause 33.2 and clause 33.5, pilots endorsed on Dash 8 400 series aircraft shall be paid the following annual salaries from the first full pay period to commence on or after the date specified. Except where clause 33.5 applies, pilots employed under this Agreement as at the Date of Commencement will also be entitled to backpay in accordance with the rates as set out in the tables below.

Captains

Year of service	1 January 2023	1 January 2024	Date of Commencement	1 January 2025	1 January 2026
1	\$130,354	\$140,978	\$140,978	\$145,207	\$149,563
2	\$132,047	\$142,809	\$142,809	\$147,093	\$151,506
3	\$133,914	\$144,828	\$144,828	\$149,173	\$153,648
4	\$135,786	\$146,852	\$146,852	\$151,258	\$155,796
5	\$137,654	\$148,873	\$148,873	\$153,339	\$157,940
6	\$139,521	\$150,892	\$150,892	\$155,418	\$160,081
7	\$141,392	\$152,916	\$152,916	\$157,503	\$162,228
8	\$143,259	\$154,934	\$154,934	\$159,582	\$164,370
9	\$145,134	\$156,963	\$156,963	\$161,672	\$166,522
10	\$147,755	\$159,797	\$159,797	\$164,590	\$169,528
11			\$161,394	\$166,236	\$171,223
12			\$163,008	\$167,899	\$172,936
13			\$164,639	\$169,578	\$174,665
14			\$166,285	\$171,273	\$176,412
15			\$167,948	\$172,986	\$178,176

First Officers

Year of service	1 January 2023	1 January 2024	Date of Commencement	1 January 2025	1 January 2026
1	\$81,972	\$88,652	\$88,652	\$91,312	\$94,051
2	\$83,698	\$90,519	\$90,519	\$93,235	\$96,032
3	\$84,864	\$91,780	\$91,780	\$94,534	\$97,370
4	\$86,034	\$93,046	\$93,046	\$95,837	\$98,712
5	\$87,202	\$94,309	\$94,309	\$97,138	\$100,052
6	\$88,370	\$95,572	\$95,572	\$98,439	\$101,392
7	\$89,539	\$96,836	\$96,836	\$99,741	\$102,734
8	\$90,708	\$98,101	\$98,101	\$101,044	\$104,075
9			\$99,376	\$102,357	\$105,428
10			\$101,165	\$104,200	\$107,326

33.2 Low Hour First Officers

33.2.1 A pilot who commences employment on or after the Date of Commencement with less than 1500 Flight Hours will be paid in accordance with this clause 33.2.

Q200/Q300

Classification Level	Date of Commencement	From FFPP on or after 1 January 2025	From FFPP on or after 1 January 2026
A - 0-499 Flight Hours	\$72,049	\$74,210	\$76,437
B - 500-999 Flight Hours	\$73,346	\$75,546	\$77,813
C - 1000-1499 Flight Hours	\$74,666	\$76,906	\$79,213

Q400

Classification Level	Date of Commencement	From FFPP on or after 1 January 2025	From FFPP on or after 1 January 2026
A - 0-499 Flight Hours	\$76,944	\$79,252	\$81,630
B - 500-999 Flight Hours	\$78,329	\$80,679	\$83,099
C - 1000-1499 Flight Hours	\$79,739	\$82,131	\$84,595

33.2.2 Subject to clause 33.2.3, a pilot will commence employment at either Level A, B, or C based on the number of Flight Hours the pilot has on the day of commencing employment with the Company. The pilot will then move to the next highest level on obtaining the minimum number of Flight Hours for that level as set out in clause 33.2.1.

33.2.3 If a pilot does not move to the higher level under clause 33.2.2 at an earlier date the following shall apply:

- a) A pilot commencing at Level A shall move to Level B after 12 months of service and to level C after 24 months of total service;
- b) A pilot commencing at Level B shall move to Level C after 24 months of service.
- c) Progression from Level C into the main pay scales in clause 33.1 will occur after three years of service with the Company as a pilot.

33.2.4 A move to a new pay level under clause 33.2.1 will take effect from the first full pay period on or after acquiring the minimum Flight Hours or relevant years of service.

33.2.5 When a pilot transitions into the main pay scale in clause 33.1, they will commence at the pay level aligned to their years of service with the Company as a pilot. The pilot will also retain their anniversary date for the purposes of future incremental progression. For example, a pilot reaching 1500 Flight Hours who has 2 years' and 6 months service with the Company as a pilot will transition into the main pay scale in clause 33.1 at the relevant Year 3 rate from the first full pay period after obtaining 1500 Flight Hours and will then move to Year 4 after 6 months of service at Year 3.

33.3 Regional Jet (single aisle) Rate of Pay

33.3.1 Should the opportunity emerge during the term of this Agreement to introduce regional jet (single aisle) equipment, the following rates of pay shall apply on the first pay period on or after the date specified:

Captains

1 January 2023	1 January 2024	1 January 2025	1 January 2026
\$181,679	\$196,486	\$202,380	\$208,452

First Officers

1 January 2023	1 January 2024	1 January 2025	1 January 2026
\$118,091	\$127,715	\$131,547	\$135,493

33.4 Allowances and Loadings included in salaries

The salaries set out in clause 33 include Annual Leave Loading, Transport and Night Duty Allowances.

33.5 Translation Arrangements from Date of Commencement

“ATPL” First Officers translating into main pay table

33.5.1 A First Officer who on the day immediately prior to the Date of Commencement is employed in a classification under clause 33.4.1 of the Predecessor Agreement shall:

- a) on the Date of Commencement translate into the main pay table at clause 33.1 based on their years of service at the date of translation;
- b) be paid in accordance with the main pay table at clause 33.1 from the first full pay period following the Date of Commencement; and
- c) retain their anniversary date for the purpose of future incremental progression.

33.5.2 A pilot:

- a) to whom clause 33.5.1 of this Agreement applies; and
- b) who is employed under this Agreement as at the Date of Commencement; and
- c) who at any time in the period from 1 January 2023 to the Date of Commencement was employed in a classification under clause 33.4.1 of Predecessor Agreement,

shall be entitled to backpay calculated in accordance with the following pay tables for the period they were so employed:

Q200/Q300

Classification level in accordance with clause 33.4.1 of the Predecessor Agreement	From FFPP on or after 1 January 2023	From FFPP on or after 1 January 2024
Level 1	\$76,610	\$82,854
Level 2	\$78,221	\$84,596
Level 3	\$79,313	\$85,777

Q400

Classification level in accordance with clause 33.4.1 of the Predecessor Agreement	From FFPP on or after 1 January 2023	From FFPP on or after 1 January 2024
Level 1	\$81,972	\$88,652
Level 2	\$83,698	\$90,519
Level 3	\$84,864	\$91,780

Low Hour First Officers translating into Levels A, B and C

33.5.3 A First Officer with less than 1500 Flight Hours on the Date of Commencement will translate into the salary table in clause 33.2 in accordance with the table below:

Pay level under clause 33.1 of the Predecessor Agreement prior to the Date of Commencement	Pay level in accordance with clause 33.2 on the Date of Commencement
Year 1	Level A
Year 2	Level B
Year 3	Level C

33.5.4 Where a First Officer has the relevant Flight Hours as set out in clause 33.2 for a level which is higher than the translation arrangements specified above, the pilot will translate into the higher level.

33.5.5 Having translated into the clause 33.2 Low Hour First Officer salary tables, clause 33.2 will apply to the pilot in the same manner it does for a new entrant pilots.

Level 1, 2 or 3 First Officers with more than 1499 Flight Hours

33.5.6 A First Officer at levels 1, 2 or 3 of a classification table under clause 33.1 of the Predecessor Agreement with more than 1499 Flight Hours on the Date of Commencement will translate into the relevant salary table set out at clause 33.1 of this Agreement at the pay level commensurate with their years of service with the Company as a pilot and will maintain their anniversary date upon such translation for the purpose of further incremental progression.

Backpay for Level 1, 2 and 3 First Officers

- 33.5.7** A pilot:
- a) to whom clauses 33.5.3 or 33.5.6 apply; and
 - b) who is employed under this Agreement as at the Date of Commencement; and
 - c) who at any time in the period from 1 January 2023 to the Date of Commencement was employed at levels 1, 2 or 3 of a classification table under clause 33.1 of Predecessor Agreement,

shall be entitled to backpay calculated in accordance with the following pay tables for the period they were so employed:

Q200/Q300

Classification level in accordance with clause 33.1 of the Predecessor Agreement	From FFPP on or after 1 January 2023	From FFPP on or after 1 January 2024
Level 1	\$69,950	\$72,049
Level 2	\$69,950	\$72,049
Level 3	\$69,950	\$72,049

Q400

Classification level in accordance with clause 33.1 of the Predecessor Agreement	From FFPP on or after 1 January 2023	From FFPP on or after 1 January 2024
Level 1	\$74,703	\$76,944
Level 2	\$74,703	\$76,944
Level 3	\$74,703	\$76,944

33.6 Check and Training Allowances

The following additions to the salary prescribed in 33.1 shall apply:

	%
Pilot designated as senior base captain	6
Ground Instructor	10
Training captain	15
Check captain	17
Check and training captain	17

34. CHANGE OF PILOT CATEGORY OR CLASSIFICATION

34.1 Temporary change of category or classification

34.1.1 This clause applies to changes in aircraft category or Captain/First Officer status classification which are for a maximum of 180 days.

34.1.2 If, during a period of relief duty or temporary transfer, a pilot who is engaged in a particular category or classification is required to carry out flying duties in a category or classification attracting a higher level of remuneration, the pilot is entitled to:

- a) be paid for a minimum of one week for all such duties at the applicable higher rate of remuneration appropriate to their period of service with the Company; and
- b) receive any higher employment benefits applicable to that category.

34.1.3 At the termination of the relief or temporary transfer, the pilot must revert to the appropriate salary and employment benefits for their category or classification, subject to the minimum payment of one week and the provisions of clause 34.1.4.

34.1.4 If a period or periods of flying in a category or classification of work attracting a higher level of remuneration exceed a total of 90 days in any twelve month period standing alone (excluding three month periods spent relieving another pilot who is on long service leave), the pilot concerned must be paid at the higher rate of remuneration and is entitled to the higher of the employment benefits as though they had been employed in that higher category for that twelve month period.

34.1.5 If, during a relief or temporary transfer, a pilot is required to carry out flying duties in a category or classification attracting a lower level of remuneration, the pilot must continue on their existing salary scale.

34.2 Permanent change of category or classification

34.2.1 This clause applies to changes in category or classification which are for periods of 180 days or more.

34.2.2 On a change of category or classification of work, years of service with the Company will determine the pilot’s incremental level in the new category or classification of work.

34.2.3 If a pilot is promoted to a different category or classification of work which attracts a higher remuneration, the pilot must maintain their existing salary until proficient in the new category or classification.

34.2.4 If there is a reduction of establishment on, or phase out or withdrawal of an aircraft type and the pilot is demoted to a category or classification attracting a lower remuneration, the pilot must be given the following minimum notice of the transfer or be paid their existing salary for the period by which the notice falls below that specified:

Years of service	Notice
Less than one year	3 weeks
One year up to the completion of three years	6 weeks
Over three years	8 weeks

34.2.5 If the transfer to a category or classification attracting a lower salary results from the attempt and failure to demonstrate proficiency on previous equipment, the pilot must be paid the lower salary from the date of their final re-check.

34.3 Notice of change to higher duties

Except as provided elsewhere in this agreement, where a pilot performs higher duties that attract additional allowances, then each party will provide a minimum of 4 weeks' notice for the cessation of the additional duties/allowances.

35. PAYMENT OF SALARIES

35.1 Period of payment

35.1.1 Salaries of pilots on permanent hire must be paid fortnightly or monthly.

35.1.2 The Company and a pilot may agree on an alternative specific arrangement for payment of salary.

35.2 Method of payment

Salaries must be paid by electronic funds transfer into the pilot’s bank or approved credit union or building society account.

35.3 Payment of salary on termination of employment

On termination of employment, all salary due to a pilot must be paid 48 hours after clearance of employment procedures have been completed. Subject to clearance, the Company and the pilot may agree that the salary due will be paid on the Company's normal pay day.

36. SUPERANNUATION

- 36.1.1 The employer will make superannuation contributions to a complying superannuation fund in respect of each employee.
- 36.1.2 The superannuation fund to which contributions will be made in respect of an employee will be the fund chosen by that employee consistent with the choice of fund regime.
- 36.1.3 If an employee does not choose a superannuation fund, the Company will request the Australian Taxation Office to advise if the employee has an existing superannuation fund ('Stapled Fund'), to which the Company will make superannuation contributions.
- 36.1.4 In the absence of an employee selecting a superannuation fund to receive contributions and does not have an existing Stapled Fund, the superannuation contributions in respect of that employee will be made to the Company's default superannuation fund, the Qantas Superannuation Plan (or any successor to that plan).
- 36.1.5 Contributions by the Company toward the pilot's nominated Superannuation Fund shall be in accordance with the Superannuation Guarantee Legislation plus 1% and will be administered in accordance with the Superannuation Guarantee (Administration) Act 1992.

37. PERFORMANCE INCENTIVE PAYMENTS

- 37.1.1 The Dispute Settlement Procedure under clause 10 applies to disputes about matters arising under this clause 37, save that if any such dispute is referred to the FWC for resolution, the FWC may not arbitrate the dispute unless both parties expressly agree in writing.
- 37.1.2 In accordance with clause 37.1.4, and subject to clause 37 more generally, pilots will be eligible for a Performance Incentive Payment, in respect of the financial year commencing 1 July 2023 to 30 June 2024 and each financial year thereafter.
- 37.1.3 For the purposes of this clause, "**Reference Incentive Plan**" means the Qantas Manager Incentive Plan, and "**Scorecard Outcome**" means the percentage of the Qantas Manager Incentive Plan Scorecard Outcome applicable to Executives in the Qantas Domestic Segment as determined by the Board of Qantas in its absolute discretion.
- 37.1.4 The Performance Incentive Payment for eligible pilots will be calculated based upon the following:
 - a) Pilots who have the following years of service in relation to the salary scale, as at 30 June each financial year, will be eligible to receive the following payment:
 - i. Between 2 and 9 years of service – 1.5% of base salary multiplied by the Scorecard Outcome under the Reference Incentive Plan,

- ii. Between 10 and 14 years of service - 2% of base salary multiplied by the Scorecard Outcome under the Reference Incentive Plan,
- iii. 15 or more years of service – 2.5% of base salary multiplied by the Scorecard Outcome under the Reference Incentive Plan.

b) Example:

Where the Scorecard Outcome under the Reference Incentive Plan is 100% then the calculation for a pilot who has 15 or more years' service is $2.5\% \times 100\% = 2.5\%$ of base salary.

Where the Scorecard Outcome under the Reference Incentive Plan is 135% then the calculation for a pilot who has 15 or more years' service is $2.5\% \times 135\% = 3.375\%$ of base salary.

- 37.1.5** The Performance Incentive Payment will be paid in the first full pay period commencing on or after the date of payment under the Reference Incentive Plan ("payment date").
- 37.1.6** If no payment is payable to Executives under the Reference Incentive Plan in relation to any financial year or years, the pilots will not be entitled to a Performance Incentive Payment in relation to that year or years.
- 37.1.7** If the Reference Incentive Plan is discontinued during the term of this Agreement and no equivalent scheme replaces it, then the Performance Incentive Payment will be calculated as if the Scorecard Outcome under the Reference Incentive Plan was 100%.
- 37.1.8** If a pilot resigns, retires, or has their employment terminated prior to the payment date, the rules that apply to Executives from time to time under the Reference Incentive Plan will apply in determining whether a payment is made to the pilot. Where those rules provide for the exercise of discretion in relation to the making of a payment, the decision of the Company will be final.
- 37.1.9** Currently there are a number of incentive payment schemes in place within the Qantas Group. At no time will any pilot covered by this Agreement have access to more than one incentive payment scheme at a time.
- 37.1.10** Where a pilot has taken leave without pay (other than unpaid parental leave) or worked on a part time basis in the preceding 12 months, the applicable annual base salary will be the total base salary paid in the preceding 12 months.
- 37.1.11** Company superannuation contributions will be paid on the Performance Incentive Payments.
- 37.1.12** This clause 37 does not apply to a First Officer employed on or after 30 September 2015. Provided that where a First Officer employed on or after 30 September 2015 subsequently becomes a Captain (checked to the line), then clause 37 will apply and the service of the employee as a First Officer will be taken into account for the purpose of clause 37.1.4a)(i), (ii) and (iii).

38. RETENTION SCHEME

- 38.1** Clause currently not in use.

39. SALARY SACRIFICE

39.1.1 For the purpose of "Salary Sacrifice" the individual pilot and the Company under the terms of this Agreement are able to enter into negotiations and the individual pilot may forgo the right to a portion of salary in accordance with the rules of the Australian Taxation Office. The results of this negotiation must be recorded in writing.

39.1.2 At the time of signing this Agreement salary sacrifice is available for superannuation, car lease, the purchase/lease of a laptop/electronic pocket diaries, and Qantas Group Child Care facilities.

40. ALLOWANCES

40.1 Allowance Rates

40.1.1 The following allowances rate will apply as provided for elsewhere in the agreement:

Allowance	From FFPP on or after 1 January 2023	From FFPP on or after 1 January 2024	From FFPP on or after 1 January 2025	From FFPP on or after 1 January 2026
Extension	\$279	\$288	\$296	\$305
Sector (CPT)	\$205	\$211	\$217	\$224
Sector (FO)	\$133	\$137	\$141	\$145
Delay into Day off	\$149	\$154	\$158	\$163

40.1.2 The above allowances will be back paid as applicable for any pilot employed by the Company as at the Date of Commencement.

40.2 Loss of licence allowance

40.2.1 The Loss of Licence allowance amount for the premium year shall be up to a maximum of \$2,935 (incl GST) (1 March 2023) and will be dependent upon the production of evidence that the amount has been paid. This amount will be adjusted on 1 March each year of this agreement by the CPI for the previous calendar year. It is acknowledged by the parties that this figure will not be reduced.

40.2.2 Loss of Licence entitlements will apply during a pilot's period of employment with the Company. Therefore:

- a) A pilot who joins the Company during the twelve month period immediately preceding 30th April in any year will be entitled to pro rata payment or reimbursement of Loss of Licence premiums paid.
- b) A pilot who leaves the Company after 30 April in any year, on whose behalf the Company has paid or reimbursed Loss of Licence cover premiums may elect to retain such Loss of Licence for the unexpired period of cover or terminate such cover at the cessation of employment.

The following procedures will then apply:

40.2.3 Pilots covered through the Mutual Benefit Fund:

- a) If cover is to continue, the pilot will pay to MBF pro-rata for the period of unexpired cover, and an equivalent amount will be credited to the Company by MBF.
- b) If cover is not to continue, the MBF will credit the Company pro-rata for the unexpired period of cover.

40.2.4 Pilots covered with other Providers:

The Company will deduct from the pilot's entitlements at termination, an amount representing the premium for the unexpired period of cover.

40.3 Overseas operation expenses

40.3.1 The Company must reimburse a pilot for all reasonable expenses incurred by the pilot to operate overseas including passport and vaccination expenses.

40.3.2 Meal and layover allowances will be paid in accordance with the relevant ATO country cost group rate.

40.3.3 Overseas training on the Dash 8-400 will be in accordance with the Letter of Agreement between the parties.

40.4 Communication Allowances

40.4.1 Telephone Allowance: In recognition under this agreement of the expenses incurred by a pilot in maintaining contactability via telephone a pilot may claim up to \$360.00 per annum or pro rate in respect of telephone and call expenses incurred on Company business. Evidence of the expense must accompany each claim. Any such claim may be in respect of a mobile or fixed installation.

40.4.2 Internet Allowance: In recognition under this agreement of the expenses incurred by a pilot in maintaining an internet connection to access Company systems and documentation, a pilot may claim up to \$360.00 per annum or pro rate in respect of expenses incurred for Company business. Evidence of the expense must accompany each claim.

40.4.3 Claims for reimbursement of allowances in accordance with clause 40.4.1 and 40.4.2 shall be made once per financial year. This may be done at any point of the financial year and may include receipts from the previous financial year provided that the receipts have not previously been claimed. Entitlements arising under clause 40.4 cannot be carried over to subsequent financial years.

40.5 Private vehicle allowance

If a pilot agrees with the Company to use their private vehicle for the Company's purposes, the pilot must be paid an allowance in accordance with the Remuneration Tribunal Office Holders Determination.

40.6 Transport allowance

40.6.1 If a pilot will be away from home base for more than 48 hours, the Company must, upon request by the pilot, provide suitable transport or the cost of such transport between the pilot's residence and their base airport irrespective of time of departure or return, provided that where a pilot lives in excess of 50 kilometres to a maximum

of 100 kilometres each way from their base airport, the Company may elect to pay the pilot the allowance prescribed in 40.5 in lieu of the provision of transport.

40.6.2 If a pilot stays at any designated place away from their home base, the Company must provide the pilot with transport, free of cost to the pilot, between the airport and their place of accommodation and return at the required time, or an allowance in lieu of the provision of transport.

40.6.3 If a pilot is required by the Company or the Civil Aviation Safety Authority (subject to the Company's prior approval) to undertake any local travel by means of using taxi cabs or public transport, the pilot may elect to pay their fares en route, and in such cases, the Company must reimburse the pilot for all reasonable expenses incurred by the pilot in such travel.

40.7 CASA Medical Allowance

The Company shall reimburse a pilot for the administration cost levied by the Civil Aviation Safety Authority for the re-issue of a pilot's medical (currently \$75).

40.8 WORK RELATED ALLOWANCES

40.8.1 All allowances will be paid by Electronic Funds Transfers to the Pilot's nominated bank account within the pay cycle immediately following the event.

40.8.2 Allowances will be paid by EFT and will be fully itemised in a rostering system statement so that a full reconciliation between the rostering system statement and pay slip may be carried out by the employee. The Company will facilitate the payment of a standard salary deduction into a secondary/third account if so nominated by the pilot.

40.9 REIMBURSEMENT OF CLAIMS

40.9.1 Other than claims arising under clause 40.4, all claims from pilots for expense reimbursement of for other entitlements arising out of this Agreement must be submitted to the Company within three (3) calendar months of the expense or entitlement arising.

40.9.2 The Company shall reimburse a pilot for any costs incurred in the course of employment within 30 days of receipt of a claim with appropriate support documentation and in accordance with Company Policy and procedures.

40.10 DUTY HOUR ALLOWANCE / DUTY HOUR ALLOWANCE - AWAY

40.10.1 At the commencement of this Agreement pilots will receive a Duty Hour Allowance (DHA) as per the table below:

DHA	From FFPP on or after 1 January 2023	From FFPP on or after 1 January 2024	From FFPP on or after 1 January 2025	From FFPP on or after 1 January 2026
Captain	\$10.93	\$16.50	\$17.00	\$17.51
First Officer	\$7.11	\$10.73	\$11.06	\$11.39

40.10.2 DHA is payable to pilots for all Duty Hours. For the purposes of this clause, Duty Hours are defined as the period between sign-on and sign-off in any port on any day.

40.11 DHAA OPT IN

- 40.11.1** Subject to complying with the provisions in clause 40.11.2, a pilot can elect to receive Duty Hour Allowance Away (DHAA) instead of DHA.
- 40.11.2** From the Date of Commencement the Company will implement an opt in process for pilots to elect to receive DHAA instead of DHA. The election period for DHAA will be completed and implemented no later than the FFPP on or after 1 April 2024. The election process to move from DHA to DHAA or DHAA to DHA will be held annually and implemented by the FFPP on or after 1 April each subsequent year.
- 40.11.3** Where a pilot does not make an election in accordance with clause 40.11.2 they will continue to receive DHA (or DHAA if DHAA was their previous election). A pilot commencing employment with the Company shall receive DHA from the commencement of employment and will then be eligible to make an election under clause 40.11.2 during the next election period.
- 40.11.4** DHAA is payable to pilots for all hours between sign on time and sign off time at a pilot’s home base. DHAA will be in accordance with the following table, and will be payable from the first full pay period after the dates specified:

DHAA	Date of DHAA Commencement (after 1 April 2024 election)	From FFPP on or after 1 January 2025	From FFPP on or after 1 January 2026
Captain	\$11.82	\$12.17	\$12.54
First Officer	\$7.69	\$7.92	\$8.15

40.12 TREATMENT OF DHAA / DHA

- 40.12.1** Company superannuation contributions will be paid on DHA / DHAA as applicable.
- 40.12.2** DHA and DHAA will be treated as a wage-related allowances and will be adjusted from time to time in accordance with any changes to applicable pilot salaries under any successor industrial instruments.

PART 5 - HOURS OF DUTY AND REST PERIODS

41. FLIGHT AND DUTY TIME LIMITATIONS

41.1 Flying Hours

- 41.1.1** A pilot will not fly and the Company will not roster the pilot to fly as a flight crew member in excess of 900 hours in 365 consecutive days.
- 41.1.2** A pilot will not fly and the Company will not roster the pilot to fly in excess of 100 hours in 30 consecutive days.
- 41.1.3** A pilot will not fly and the Company will not roster the pilot to fly in excess of 30 hours in seven consecutive days.
- 41.1.4** The Company will not roster a pilot to fly in excess of eight hours flight time in any one tour of duty.
- 41.1.5** The flight time in a tour of duty already commenced may be extended to nine hours.
- 41.1.6** Where an extension occurs the pilot will receive a rest period on the ground of not less than:
- a) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each fifteen minutes or part thereof by which the pilot's flight time exceeded eight hours up to a maximum total rest period on the ground of twelve consecutive hours; or
 - b) ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which the flight time exceeded eight hours up to a maximum total rest period on the ground of twelve consecutive hours.
- 41.1.7** A period of reserve at home will be preceded by a rest period on the ground of at least:
- a) nine consecutive hours embracing the hours between 2200 and 0600 local time; or
 - b) ten consecutive hours.
- 41.1.8** The minimum rest period at home base between duty periods is 12 consecutive hours.
- 41.1.9** When an aircraft is scheduled to arrive at such a time that the pilots would be free of duty not later than 2200 local time and the aircraft is delayed beyond that time, the nine hour rest period prescribed may be commenced up to 2300 local time, provided the succeeding tour of duty does not exceed six hours.
- 41.1.10** The Company will not roster a pilot for a tour of duty in excess of eleven hours.
- 41.1.11** Where a tour of duty has commenced it may be extended to twelve hours.
- 41.1.12** Where an extension occurs the pilot will receive a rest period on the ground of not less than:

- a) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeds eleven hours up to a maximum total rest period on the ground of twelve consecutive hours; or
- b) ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeded eleven hours up to a maximum total rest period on the ground of twelve consecutive hours.

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

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

- a) twelve consecutive hours embracing the hours between 2200 and 0600 local time; or
- b) 24 consecutive hours, if not embracing the hours between 2200 and 0600 local time;

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

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

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

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

41.2 ROSTERING PROVISIONS

41.2.1 In the Rostering system the Company and the pilots agree that the following provisions apply.

41.2.2 Subject to clause 41.3, from the first full roster period after the Date of Commencement pilots will receive 10 DDOs per 28 day roster period.

41.2.3 The Company will roster a pilot for a minimum of four paired designated days free of duty per roster period. In providing for this clause and subject to the requirement in clause 41.2.5, the Company will endeavour to maximise bid success.

- 41.2.4** Where four paired designated days free of duty are not rostered the Company will roster the pilot for three paired designated days free of duty. In providing for this clause and subject to the requirement in clause 41.2.5, the Company will endeavour to maximise Bid success.
- 41.2.5** A pilot may be rostered six consecutive days of duty however these days must be preceded and followed by paired days free of duty.
- 41.2.6** For the avoidance of doubt, the rostering requirements in clause 41.2.2, 41.2.4 and 41.2.5 take precedence over bid requests.
- 41.2.7** Provided the provisions in Clause 41.2.2, 41.2.4 and 41.2.5 are adhered to, those pilots who bid will be allocated their preferences prior to non-bidders.
- 41.2.8** Where a pilot does not bid a pilot shall be rostered one weekend off within a nominated 28-day roster period, if practical, after taking into consideration operational requirements (i.e. adequate reserve coverage).
- 41.2.9** It is the intent of this clause that rosters are established to provide stability to pilots in their working environment and that the workload is evenly distributed amongst the pilot group.
- 41.2.10** Rosters of pilot duty shall be compiled to cover fourteen (14) or twenty-eight (28) day periods and shall be promulgated in writing not less than seven (7) days prior to the commencement of the roster period. The Company will nominate the start of each 28 day period for the purposes of other entitlements under this clause.
- 41.2.11** Each roster shall specify in detail each pilot's designated days off, duty days and duty periods, reserve duty days and periods designated free of all duty and leave periods.
- 41.2.12** A pilot's designated day free of all duty may only be altered with the consent of both parties.
- 41.2.13** The Company shall provide for pilot participation in rostering matters to ensure the most mutually favourable rostering and working conditions. The Company will establish a rostering committee comprising a minimum of two pilots and two Company representatives. The committee representatives will co-operate so as to develop rostering practices and patterns which are designed to meet the Company's commercial and operational needs, ensure efficient utilisation of pilots and provide mutually favourable rostering and working conditions.
- 41.2.14** A copy of the complete roster shall be provided in each crew room (electronically or hardcopy) prior to the commencement of the roster period.
- 41.2.15** Subject to Clause 41.2.16, a pilot will not be rostered for a tour of duty terminating after 2200 hours on the day preceding the designated day or days free of duty, and shall not be rostered to commence duty prior to 0600 hours on the day following the day/days free of duty. In the case of a single designated day off a pilot shall have a minimum of 36 hours free of planned duty, reducible to 32 hours due to operational disruption with no penalty to the company unless the hours are less than 32. These duty free hours will in each case embrace the core hours described in this clause.
- 41.2.16** A pilot may be rostered for duty commencing from 0500 hours on the day after the designated day or days free of duty. In this circumstance, the pilot shall not be

rostered to complete duty after 2100 hours on the day immediately preceding the day or days free of duty. In the case of a single designated day off a pilot shall have a minimum of 36 hours free of duty.

- 41.2.17** When a pilot completes the maximum permissible flying or duty hours prescribed in CAO 48 the Company will not require the pilot to perform any further duties whatsoever for the remainder of the relevant period. Pilots who have reached the annual flight limit of 900 hours will not be required to take annual leave, and instead will be paid their annual salary for the period that they are unable to fly. The foregoing shall not limit the Company's ability to direct the taking of annual leave by a pilot before the limit of 900 hours has been reached in accordance with clauses 46.2 and 46.4.
- 41.2.18** A pilot on a temporary assignment away from home base may elect to defer duty-free days. The pilot will receive the deferred days off immediately upon return to home base.
- 41.2.19** When a pilot on assignment away from home base is not required for duty on any rostered duty day, such day will not be deemed to be a day off.
- 41.2.20** Where a pilot completes a duty comprising of two or more consecutive overnights, that pilot is entitled to a minimum 15-hour break at home base.

41.3 DDO Buyback

- 41.3.1** The DDO buyback applies to full time pilots only.
- 41.3.2** From the first full roster period after the Date of Commencement pilots will receive 10 DDOs per roster period.
- 41.3.3** The Company commits to resource pilot establishment numbers to a level where all pilots will be provided with 10 DDOs per 28 day roster period during the life of this Agreement. Once pilot establishment numbers are sufficient, the Company commits to maintain recruitment and training activities such that the size of the pilot establishment will enable ongoing provision of 10 DDOs per pilot in each 28 day roster period.
- 41.3.4** Should the Company for reasons outside of its control be unable to build or maintain establishment numbers to the level provided for in clause 41.3.3, the Company will consult with the Federation on the reasons for this and the Company's plan to build establishment numbers to the requisite levels to allow for the provision of 10 designated days off in each 28 day roster period for every pilot.
- 41.3.5** Notwithstanding clause 41.3.2, the Company at time of roster publication may elect to "buy back" the 10th DDO of any pilot and publish the roster with 9 DDOs in the 28 day period. Where this occurs, the pilot will receive payment for the 10th DDO at the single time rate of pay for the day.
- 41.3.6** The Company agrees to consult with the Federation in developing an Expression of Interest process to identify those pilots whose preference it is to have 9 DDOs rostered and the 10th DDO paid at single time rates, and those pilots whose preference it is to have 10 DDOs rostered. The EOI process will have due regard to seniority in base and category and will be used in circumstances where pilot establishment numbers are such that some but not all pilots can be rostered 10 DDOs per 28 day roster period.

41.4 Reserve

41.4.1 Reserve periods will be as follows:

- a) The standard reserve period will be between 0600 and 1700;
- b) A reserve period shall commence no earlier than 0400 hours and no later than 1200 hours;
- c) When a reserve period commences before 0600 hours or terminates after 1700 hours, it shall not exceed 8 hours in duration.

41.4.2 **Home Reserve:** A pilot on reserve or stand-by duty will be contactable within any scheduled reserve duty period and will report for the appointed duty no later than two hours after being contacted. Sign on from reserve will occur no more than 2 hours after the end of the rostered reserve period.

41.4.3 Where a pilot is contacted during the reserve period and agrees to sign on more than 2 hours after the conclusion of the reserve period, the pilot will be paid a sector allowance in accordance with clause 40.1 of the EBA for each sector flown after 2 hours after the conclusion of the reserve period.

41.4.4 If a pilot is contacted after the conclusion of a reserve period and agrees to accept a duty, then the pilot will be paid the sector allowance in accordance with clause 40.1 of the EBA for each sector flown after the conclusion of the reserve period.

41.4.5 No pilot is to be contacted during a mandatory rest period which immediately precedes a tour of duty.

41.4.6 A pilot returning to duty after Special or Compassionate Leave or Leave of Absence or Jury Duty may be required to be on Reserve on the day of return to duty. The type of Reserve period will be determined by the Company in accordance with clause 41.4.

41.4.7 On any day a rostered tour of duty will not be immediately preceded by or immediately followed by a period of reserve duty.

41.4.8 If a pilot is contacted prior to the rostered reserve day for a duty on the designated reserve day which is to commence less than one hour after the start of the reserve period, the pilot will be entitled to an extension allowance in accordance with clause 40.1 for the performance of such duty. If such contact is made while the pilot is off duty then the pilot has the right to decline the duty and remain on rostered reserve. If the contact is made while a pilot is on duty or reserve then the duty must be accepted.

41.4.9 When the Company allocates duties to a pilot on reserve, the Company will consider allocating duties to the pilot with the lowest accrued duty hours in the preceding 28 days (pro rata for part-time pilots), regardless of the pilot's relative seniority. This clause will not apply to pilots under a training program, or where pilots have expressed a preference for additional duties.

41.4.10 Where operational circumstances permit, the Company will endeavour to allocate (pre-0800 sign-on) duties to Reserve/Re-assignable pilots, prior to 2200 on the day preceding the duty.

41.5 Displacement and Re-assignability

41.5.1 Displacement

- a) A pilot may be displaced from the pilot's rostered duty period for any of the following reasons:
 - i. Disruptions to or cancellation of any of the Company's services;
 - ii. Checking and Training (subject to this Agreement); or,
 - iii. When the pilot has insufficient hours to complete a flight.
- b) A pilot may be displaced before, during or after signing on for duty.
- c) A pilot who is displaced under these provisions shall be deemed re-assignable.
- d) A pilot who is displaced to re-assignable reserve shall be available for duty within the original duty plus a buffer of one hour prior and two hours after the original rostered duty.
- e) The sign-on and sign-off time for re-assignable reserve will be advised as soon as practicable after the time of re-assignment.
- f) No re-assignable duty will exceed 11 hours. Where the application of the buffers results in a re-assignable period in excess of 11 hours, the crewing officer will nominate the 11-hour period at the time of re-assignment.
- g) Should a pilot be required outside this buffer then a sector allowance in accordance with clause 40.1 shall be paid. The allowance will only be paid for sectors or portion of sectors flown outside the buffer period.
- h) However, a pilot under simulator training and/or checking can be displaced from this duty and reassigned a new training and/or checking duty without penalty to the Company.
- i) When no alternative simulator training or checking duty is nominated the pilot will revert to a re-assignable reserve period.
- j) A pilot who fails any simulator or flight check and who is undertaking remedial training or checking can be displaced and allocated alternative duties associated with the remedial training or checking program, without penalty to the Company. Mutual consent is required only for any duty changes that affect RDOs under this clause. A pilot will not be entitled to any allowances in the application of this clause.
- k) A pilot who has signed on for a tour of duty, may be displaced and reassigned alternative flying duties which may include additional sectors provided that at the time of reassignment, sign off is not expected to be more than one hour later than the published rostered sign off that pertains at the commencement of that tour of duty. A pilot will not be entitled to any additional payment in such a circumstance.

41.6 Use and Call Out of Re-assignable or Reserve Pilots

- 41.6.1** A pilot who is called in shall be regarded as having a rostered duty period upon being notified of the nominated duties. The nominated duty can be altered without penalty to the Company provided that the sign off time for the duty is not extended

beyond a maximum of 2 hours or beyond the pilot's re-assignable reserve period, on the basis the pilot is notified of the extension at or before sign on.

- 41.6.2** A pilot who is called in from reserve may be reassigned, requested to accept an alternative duty or agree to operate an additional flight or flights in addition to the provisions of clause 41.6.1. In this case a pilot's entitlements under clause 41.7.1 will still be applicable.

41.7 Extensions or Changes to Duty

- 41.7.1** A pilot who has signed on for a tour of duty may be requested to perform additional or alternate duty that will result in sign-off time occurring more than one hour after rostered sign off time. If the pilot so agrees the pilot will be paid for sectors or portions of sectors flown beyond one hour of the original sign-off. The sector allowance(s) will apply in accordance with clause 40.1.

- 41.7.2** When any changes occur within 48 hours of sign on and the pilot's sign on becomes more than one hour earlier, or the pilot's actual sign off becomes more than one hour later than original roster sign on/sign off times, then the pilot will be paid an extension allowance in accordance with clause 40.1. This payment is not applicable to a pilot who accepts extra duty and is paid under clause 41.9 of the Agreement, or is called for duty on a designated reserve day within the designated reserve period. The payment is not applicable if a pilot's rostered duty is changed to a day off. All changes to a pilot's rostered duties must be by mutual consent, except in accordance with Clause 41.4.8.

41.8 Disruptions

- 41.8.1** Once a pilot has commenced a rostered tour of duty they will be required to extend that tour of duty to complete their rostered duty (subject to CAO 48). If this is the case the pilot shall not be entitled to any additional payment in these circumstances.
- 41.8.2** Notwithstanding the above, the extension allowance (clause 40.1) becomes payable where the resulting sign-off is more than two hours later than the original rostered sign-off.

41.9 Working on a designated day off

- 41.9.1** A pilot shall not be required to work on a designated day free of all duty. Provided that, in the event of unforeseen circumstances the Company may request a pilot to work on a designated day free of all duty.
- 41.9.2** If a pilot agrees to work on a designated day free of all duty, then that pilot will be entitled to payment for the day worked at the rate of double time, and no substitute day off will be given.
- 41.9.3** The hourly rate is established by taking the sum of Annual Salary plus additions (in clause 33.6) divided by 46 divided by 30. The rate paid will be for each full duty hour worked and shall be pro-rated at 15 minute intervals for each part of an hour worked beyond the last full hour.
- 41.9.4** Where a tour of duty, rostered to terminate before 2200 hours on the day preceding the day or days designated as free of all duty, is extended by delays so that it terminates after 2200 hours, the pilot shall be regarded as having worked on a designated day free of all duty, and will be entitled to a day of in lieu and payment in accordance with clause 40.1.

- 41.9.5 Where a day off in lieu is accrued under this clause such day will be taken at a mutually agreed time in a subsequent roster period unless mutually agreed in writing to defer.
- 41.9.6 If a pilot agrees to work on a DDO, the minimum hours of pay, regardless of the actual duty assigned or worked, will be 5 hours.

42. SECTOR LIMITATIONS

- 42.1.1 Subject to clauses 42.1.2 and 44.2, a pilot must not operate more than nine sectors in any tour of duty.
- 42.1.2 If a pilot has a rest period of less than eleven hours at a base other than home base prior to commencing their next tour of duty, the pilot must not operate more than six (6) sectors in that tour of duty.
- 42.1.3 All deadhead travel counts as sectors flown for the purpose of this clause.

43. REST FACILITIES

- 43.1.1 Where in any tour of duty there is a break of four hours or more between successive flights, adequate pilots rest facilities, as appropriate to the area, which allow horizontal rest, quiet and free from factors which may reduce adequate rest and cooled or heated as appropriate to the area, shall be provided.
- 43.1.2 The facilities shall preferably be in close proximity to the airfield at which the break occurs.
- 43.1.3 In locations where conventional rest facilities are not available the provision of transportable rest facilities will satisfy the requirements of this clause.

44. SIGN ON

- 44.1.1 Sign-on time must be at least 45 minutes prior to the scheduled departure of the flight, provided that sign-on time may be extended to 60 minutes in respect of the first flight of an aircraft on any day from a capital city primary airport. Refer to the table below for specific details.
- 44.1.2 Where domestic deadhead travel is involved, sign-on time must be 30 minutes prior to scheduled departure of the flight.
- 44.1.3 Where a 45 minute sign on is planned the normal sector limitations will apply in accordance with clause 42.

Table 1: Sign-on times

Originating Port	Single Day Duties	Day 1 (multi-day)	Day 2 (Ex-overnight)
Melbourne	45 minutes	60 minutes	30 minutes
Mildura	35 minutes 45 minutes	60 minutes	30 minutes
Sydney	60 minutes	60 minutes	30 minutes

44.2 Reduced Sign-on

- 44.2.1** A reduced sign is a sign-on of less than 45 minutes.
- 44.2.2** Any overnight duty may require a 30 minute sign on at an outport. Where a 30 minute sign-on is planned, the maximum sectors on that day will be 5.
- 44.2.3** Duties commencing from Mildura may be planned with a 35 minute sign-on prior to scheduled time of departure for single day duties commencing at 0600.
- 44.2.4** Duties commencing from Tamworth may be planned with a 25 minute sign-on prior to scheduled time of departure for overnight duties.
- 44.2.5** The parties agree to work co-operatively towards reducing sign on times at other outports.
- 44.2.6** To facilitate a reduced sign-on, the Company/Ground staff will provide the following:
- a) removal of the pins, locks and bungs;
 - b) position the battery cart/ground power unit at the aircraft prior to the arrival of the crew;
 - c) position steps/ladder at the aircraft for engine intake inspections;
 - d) tidy the aircraft cabin, arrange seat belts and remove rubbish.

45. SIMULATOR

45.1 Notice for Cyclics and Line Checks

- 45.1.1** A pilot will be given as much notice as possible of a session in the Flight Simulator. However:
- a) If the session is for the pilot's own cyclic check or training, then the minimum notice shall be seven (7) days.
 - b) Should a pilot be unable to present for a simulator session, then a pilot nominated as "Simulator Reserve" will be used. The Company will make best endeavours to ensure Simulator Reserve duties are equitably distributed. Should the "Simulator Reserve" be unavailable, a pilot may be requested to conduct support duty on the day in question. Such requests will be made by Crewing.
 - c) The performance of the pilot not under check under b) above, will not be assessed, or their performance recorded on the nominated form, notwithstanding the "Duty of Care" responsibilities of the Check Pilot that all pilots maintain an adequate standard.
 - d) The notice listed in a) may only be reduced with the pilot's approval or when cancellation of a properly notified check or training session has been followed by a re-scheduling for a later date advised to the pilot.
 - e) For the purpose of clarification, in the instance of the rostered Simulator duties, the notice period in sub clause a) will be deemed to commence at Roster publication.

- 45.1.2** Every endeavour will be made to conduct simulator sessions during the hours of 0600 and 2300 local time. Duty times for simulator cyclic check sessions will be between 0600 and 2400 local time.
- 45.1.3** Unless mutually agreed, a pilot shall not be rostered for any simulator, cyclic checks or line checks within 7 days of returning from leave unless their licence validity or recency will be affected. This requirement does not apply to periods of leave of less than 7 days.
- 45.1.4** Additionally the following conditions shall apply:
- a) Syllabi for training/cyclic check sessions will be promulgated such that the pilot will be able to prepare for specific simulator sessions.
 - b) Each flight station shall be manned during a simulator session by a person approved under the Company's Training and Checking organisation.
- 45.1.5** A flight simulator duty period shall be regarded as flight duty and the provisions of CAO 48 shall apply thereto, except that:
- a) No other duties, with the exception of those listed herein, shall be undertaken in the same duty period as a simulator duty period.
 - b) A pilot will not be scheduled for more than four (4) hours simulator flight time on any single calendar day. A simulator training or checking session will normally consist of a session pre-brief of one (1) for Cyclics or two (2) hours for training, followed by a debrief at the conclusion of the simulator session.
 - c) For a pilot rostered for a simulator session at their home base, the rostered duty period shall not exceed seven (7) hours. A rostered simulator duty period once commenced will not exceed eight (8) hours, except in the event of simulator unserviceability and by mutual agreement.
 - d) For a pilot rostered for a simulator session at other than their home base, the rostered duty period shall not exceed CAO 48 limitations, except that the Dead Head travel as defined in clause 8.10 will be considered part of the duty period for this purpose only. If a duty is rostered in accordance with this clause, a duty on the next calendar day must not commence prior to 10am.
 - e) A break of fifteen (15) minutes shall be allowed at the completion of approximately two (2) hours of simulator flight time, when such a break will be followed by further simulator flight time, unless the session is a Line Oriented Flight Training (LOFT) session.
- 45.1.6** A pilot who fails any simulator flight check shall be given remedial training followed by a further check. If a pilot's performance is still considered unsatisfactory, the pilot shall be given the opportunity of further training prior to completing a further check in the aircraft. The final check will be conducted by a different Check Pilot.
- 45.1.7** Notwithstanding the above, any simulator duty will be regarded as flight duty and the provisions of the current Agreement will apply.

PART 6 - LEAVE OF ABSENCE

46. ANNUAL LEAVE

46.1 Entitlements - General

46.1.1 Pilots on permanent hire are entitled to forty-two consecutive days annual leave (inclusive of Saturdays, Sundays and public holidays) on full salary for each completed year of service, which will accrue on a pro rata basis each week.

46.1.2 Pilots are entitled to take either:

- a) Two designated days free of duty immediately before or after, or
- b) One day immediately before and one day immediately after.

46.1.3 The provisions of clause 46.1.2 above will not apply where the period of annual leave taken is less than seven (7) successive days or where impacted by training requirements or pilot initiated roster requests during the period.

46.1.4 Unless otherwise mutually agreed, a period of annual leave under this clause shall commence on a Monday.

46.1.5 Annual leave must be given by the Company, and taken by the pilot in accordance with clause 46 unless mutually agreed otherwise.

46.2 Annual Leave Planning

46.2.1 Each year the Company will provide a process for planning annual leave. The leave planning process will be completed by a date which allows leave to be planned in the first roster of the planning period (usually Roster seven).

46.2.2 Application period: applications for annual leave will usually occur in the second Roster of the Calendar year. These applications will be allocated in accordance with Seniority for the first pass, and reverse seniority for the second pass, within the respective base/rank/fleet combination. Applications will be open for a period of 4 weeks. Applications for leave periods above 6 weeks will be considered during the variation period.

46.2.3 A draft annual leave plan will be promulgated no later than 4 weeks after the close of the Application Period.

46.2.4 Variation period: the Company will provide a variation period of 4 weeks to effect changes. These changes will include:

- a) correcting any errors in the allocation;
- b) allocating 4 weeks leave to any pilot who has not made application for leave during the annual leave planning period or has made application for less than 4 weeks leave;
- c) allowing pilots to substitute one leave period for another period, such changes will be processed in accordance with date of application;
- d) allocating where possible applications for ad-hoc leave and periods above 6 weeks; and

e) allocating any further unfilled leave slots in accordance with clause 46.2.6.

46.2.5 The Company will publish the annual leave plan at the end of the Variation period.

46.2.6 **Leave accrual:** A pilot is entitled to accrue up to 6 weeks of annual leave. Where a pilot has more than 6 weeks accrued annual leave (not including annual leave allocated, but not yet taken) the Company may direct a pilot to take some or all of that annual leave in excess of the 6 weeks. In this circumstance a pilot must be contacted prior to roster publication and be provided with the opportunity to amend their roster bid requests. Any direction to a pilot to take any leave above their 6 week accrual must be made with as much notice as possible. Subject to operational circumstances, pilots with the largest annual leave balance by base, type, status (excluding check and training pilots) will be the first pilots allocated on leave under this clause.

46.2.7 **Ad-hoc leave:** a pilot can apply for ad-hoc annual leave after the draft annual leave plan has been published. Ad-hoc leave will be allocated on the basis of date of application.

46.2.8 Annual leave allocated to a pilot in the annual leave plan will not be altered except by mutual agreement.

46.2.9 Notwithstanding clause 46.2.8, in the case of a pilot's change of status, equipment or base, annual leave may be removed by the Company, and with the mutual agreement of the pilot, the Company will if possible provide for replacement leave.

46.3 Payment for annual leave

A pilot taking annual leave is entitled to be paid their salary in advance for the period of absence.

46.4 Adverse Events

Notwithstanding clause 46.2.6, the Company may, with 2 weeks' notice, direct a pilot to take some or all of their accrued annual leave to assist the Company to manage significant adverse events. Significant adverse events include, but are not limited to, events such as a reduction in flying in response to changed business circumstances or a reduction in fleet availability due to unplanned maintenance events. The Company will consult with the pilot group regarding the management of significant adverse events under this clause. Subject to operational circumstances, pilots with the largest annual leave balance by base, type, status (excluding check and training pilots) will be the first pilots allocated on leave under this clause.

46.5 Recall from annual leave

46.5.1 The Company may recall a pilot from annual leave by agreement of the pilot concerned.

46.5.2 If a pilot is so recalled they are entitled to two days annual leave in place of each such day. The pilot may elect to add such additional entitlements to the balance of their interrupted annual leave period.

46.6 Golden Days

46.6.1 A pilot may request the Company to pre-allocate up to two "Golden Leave" days each Calendar year.

- 46.6.2** Application: The Company must receive the application for “Golden Leave” no later than opening of the Roster Bidding window for the Roster in which the Golden day(s) will fall. If a pilot requests a Golden Day after this period, bids and pre-allocated training events for the individual may affect the allocation of the requested day or days.
- 46.6.3** The approval of requests for Golden Leave days is at the Company’s discretion but will not normally be refused. If the request(s) are refused the decision will be reviewed by the relevant Manager.
- 46.6.4** Golden days are subtracted from the pilot’s Annual Leave entitlement.
- 46.6.5** Golden Leave days are not available between and inclusive of Christmas Eve and New Years Day.

46.7 Christmas and New Years Day Duties

- 46.7.1** The Company will provide a process for the distribution of work on Christmas Day and New Years day.
- 46.7.2** Where operational requirements permit, a pilot will not be required to work on consecutive (year on year) Christmas Day or, consecutive New Years Day, unless they request otherwise.
- 46.7.3** Application: a pilot may nominate preferred shifts on Christmas and New Years Day.
- 46.7.4** Duties on Christmas Day will be allocated (in reverse seniority) to pilots that did not work the year prior on Christmas Day.
- 46.7.5** Duties on New Years will be allocated (in reverse seniority) to pilots that did not work the year prior on the New Years day.
- 46.7.6** Duty preferences: for duties on Christmas Day and New Years day, preferences will be allocated in accordance with seniority.
- 46.7.7** Where a pilot does not make application to nominate duties preferences under this clause, the pilot will fall to the bottom of the preference list for the allocation of duties.

46.8 Illness during annual leave

- 46.8.1** A pilot who:
 - a) becomes ill while on annual leave; and
 - b) advises the Company as soon as practicable of such illness; and
 - c) produces medical evidence in the form of a certificate from a duly qualified medical practitioner of the illness within seven days of return to duty,must be allowed to take that period against sick leave credits and have the annual leave credit adjusted accordingly.
- 46.8.2** The Company must give consideration to granting the pilot equivalent substitute annual leave in the manner requested by the pilot.

46.9 Proportionate annual leave on termination of employment

46.9.1 On termination of employment a pilot must be paid in lieu of annual leave as follows:

- a) for all accrued but untaken leave that has fallen due in relation to completed months of service as prescribed in 46.1; and
- b) for the balance of the employment period, or for the whole period where it has been less than one completed month, at the rate of 1/365 of the entitlement in 46.1 for each completed day of employment in respect of which annual leave has not been granted. This entitlement must not be offset against any monies which may be owing by the pilot to the Company, except in relation to a failure to fulfil an obligation under 18.2.

46.10 Cashing Out of Annual Leave

46.10.1 The following criteria apply to the cashing out of annual leave:

- a) paid annual leave must not be cashed out if the cashing out would result in the pilot's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the pilot;
- c) the pilot must be paid at least the full amount that would have been payable to the pilot had the pilot taken the leave that the pilot has forgone.

46.10.2 It is further agreed that the Company will ensure that pilots take annual leave when it falls due rather than allow the build up of leave credits.

47. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

47.1 Definitions

47.1.1 **Household member** is anyone who lives with the employee on a permanent basis.

47.1.2 Immediate family includes:

- a) A spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- b) A child or an adult child (including an adopted child, a step child, an ex-nuptial child, or a foster child), parent, grandparent, grandchild or sibling of the employee or spouse or de facto partner of the employee.

47.2 Personal Leave Entitlement

47.2.1 A pilot is entitled to be paid personal leave in the following circumstances:

- a) when the pilot is absent from work due to personal injury or illness (sick leave);

- b) for the purposes of caring for a member of the pilot's immediate family or household who is sick and who requires the pilot's care and support (carer's leave).

47.2.2 The amount of personal leave to which a pilot is entitled depends on how long they have worked for the Company and accrues as follows:

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

47.2.3 In any year, unused personal leave accumulates at the rate of the lesser of:

- a) the current year's sick leave entitlement less the number of sick leave days taken; and
- b) the balance of that year's unused personal leave.

47.2.4 Personal leave will not be compensated upon the termination of employment.

47.2.5 The entitlement to use personal leave for the purpose of carer's leave is subject to the person being either:

- a) a member of the pilot's immediate family; or
- b) a member of the pilot's household.

47.3 [Intentionally Blank]

47.4 Notification of illness or injury

47.4.1 No later than two hours before the commencement of any absence on sick leave, the pilot must make every reasonable effort to:

- a) inform the Company of the pilot's inability to attend for duty; and
- b) state the nature of the injury or illness and the estimated duration of the absence.

47.4.2 If possible, a pilot must advise the Company of their non-attendance the day before the absence.

47.4.3 A pilot resuming duty after any period of sick leave must advise the Company on the day preceding the return to duty.

47.5 Proof of illness or injury

47.5.1 Subject to 47.5.2, unless a pilot produces a medical certificate or other satisfactory evidence when claiming sick leave, the pilot is not entitled to payment for the absence.

47.5.2 The Company must grant paid sick leave to a pilot without the provision of a medical certificate to the extent of four days in each twelve month period.

47.6 Effect of CAOs

A pilot who has been granted paid sick leave for an illness or injury in respect of which they have consulted a medical practitioner must remain on such leave subject to their entitlements from time to time, until such time as they are deemed to be medically fit in accordance with the relevant CAO to resume flying.

47.7 Upper Respiratory Tract Infection Leave (non cumulative)

A pilot must be granted up to six working days per annum for sickness associated with upper respiratory tract infection. The Company may require the production of specific medical certificates to support such absences.

47.8 Half pay sick leave (non cumulative)

On exhaustion of accumulated full pay sick leave credits, a pilot may be granted up to 90 consecutive days leave at half pay each twelve month period where medical evidence that is satisfactory to the Company is provided that the pilot may return to duty.

47.9 Illness while on duty (non cumulative)

47.9.1 A pilot who becomes ill while on duty away from home base and who is unable to perform further duties, is entitled to:

- a) normal allowance up until sign-off in home base, plus reasonable out-of-pocket expenses. If the pilot is hospitalised, meal allowances will cease whilst the pilot is hospitalised. Reasonable out-of-pocket expenses incurred by the pilot while away from home base must be met by the Company;
- b) accommodation of an appropriate standard (if required);
- c) transport to and from airport, accommodation or doctor;
- d) booked travel to home base;
- e) transport to home or doctor if the pilot requires this on arrival at home base.

47.9.2 The Company and an individual pilot may agree to the payment of an allowance in lieu of any or all of the above.

47.10 Carer's leave

47.10.1 A pilot is entitled to use personal leave each year as carer's leave. This entitlement is subject to:

- a) the pilot being responsible for the care of the person concerned; and
- b) the person concerned being either:
 - a member of the pilot's immediate family; or
 - a member of the pilot's household; and
- c) the immediate family or household member requires care.

47.10.2 In normal circumstances a pilot must not take carer's leave under this clause if another person has taken leave to care for the same person.

47.11 Proof of illness

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

47.12 Notice requirements

47.12.1 The pilot must give the Company at least two hours' notice prior to being absent, in accordance with the following notification requirements:

- a) the intention to take leave;
- b) the name of the person requiring care and their relationship to the pilot;
- c) the reasons for taking leave; and
- d) the estimated length of absence.

47.12.2 The pilot, if possible, must notify the Company the day before the absence.

47.12.3 If it is not practicable for the pilot to give prior notice of the absence, the pilot must notify the Company by telephone of such absence at the first opportunity on the day of the absence.

47.13 Unpaid Carer's Leave

A pilot may take unpaid leave for the purpose of providing care to a family or household member who is ill in accordance with the provisions of the Act.

47.14 Compassionate Leave

47.14.1 A pilot is entitled to up to three days compassionate leave for each occasion when:

- a) a member of the pilot's immediate family or member of the pilot's household:
 - i. contracts or develops a personal illness that poses a serious threat to their life; or
 - ii. sustains a personal injury that poses a serious threat to their life; or
 - iii. dies; or
- b) a child is stillborn, where the child would have been a member of the pilot's household or immediate family if the child had been born alive; or
- c) the pilot, or the pilot's current spouse or de facto partner, has a miscarriage (other than where this results in a stillborn child).

47.14.2 Compassionate leave is available on each occasion set out above where the leave is taken:

- a) to spend time with the member of the pilot's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury referred to above; or
- b) after the death of the member of the pilot's immediate family or household referred to above.

47.14.3 A pilot may use an additional two days accrued leave in conjunction with compassionate leave on each occasion as set out above if interstate and/or overseas travel is required.

47.14.4 A pilot on permanent hire who takes compassionate leave will be entitled to payment at the rate of the pilot's base salary.

48. PARENTAL LEAVE

Parental leave (paternity, adoption or maternity leave) shall be in accordance with the provisions of the NES as set out in Division 5 of Part 2-2 of the Fair Work Act 2009 (Cth) as in force from time to time. Unless altered by these provisions or more generous Company policy the NES will apply.

48.1 Replacement employees

48.1.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

48.1.2 Before the Company engages a replacement employee, the Company must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

49. LEAVE FOR JURY SERVICE

49.1 Reimbursement For Jury Service

49.1.1 If a pilot is required to attend for jury service during the pilot's normal duty time, the Company must pay the pilot the difference between:

- a) the amount the pilot received for their attendance for jury service; and
- b) unless otherwise specified by state legislation, the amount of salary the pilot would have received if they had been at work.

49.2 Notification of jury service

If a pilot is required to attend for jury service, the pilot must notify the Company as soon as possible of the date on which they are required to attend for jury service.

49.3 Proof of attendance at jury service

If a pilot is required to attend for jury service, the pilot must provide the Company with proof of:

- a) their attendance;
- b) the duration of the attendance; and
- c) the remuneration received for the jury service.

49.4 Community Service Leave

49.4.1 This clause of the Agreement supplements the provisions of the NES which deal with community service leave.

49.4.2 An employee who engages in an eligible community service activity is entitled to be absent from their employment for a period to undertake eligible community service.

49.4.3 Eligible community service activity means jury service (refer clauses 49.1 – 49.3) or voluntary emergency management activities as defined by the NES.

49.4.4 An Employee who wants an absence from their employment to be covered by this clause must give the Company notice of the absence as soon as practicable and must advise the expected period of the absence.

49.5 Family and Domestic Violence Leave

49.5.1 Employees are entitled to Family and Domestic Violence Leave as specified in the NES.

50. LONG SERVICE LEAVE

50.1.1 A pilot who is entitled to long service leave in accordance with the appropriate State, Territory or federal legislation may apply to the Company for long service leave at half pay for a period up to twice the pilot's period of entitlement.

50.1.2 The Company may, in its discretion, and subject to operational requirements, grant such long service leave at half pay.

51. LEAVE OF ABSENCE

51.1 A request for leave of absence must be submitted in writing to the Company. The granting of any application for leave of absence is at the Company's discretion and, if granted, cannot be for a period of greater than 12 months.

51.2 Notwithstanding clause 51.1, if QantasLink Policy should allow for a leave of absence greater than 12 months, a pilot shall be eligible to apply for such leave.

51.3 During a period of approved leave of absence all benefits with the exception of Seniority will cease to accrue.

PART 7 - TRANSFERS, TRAVEL & WORKING AWAY FROM USUAL PLACE OF WORK

52. ACCOMMODATION, LAYOVER AND MEALS ALLOWANCES

52.1.1 When a Pilot in the course of employment is absent on layover from home base they shall be provided by the Company with such first class accommodation and meals as are provided in the area.

52.1.2 To the extent possible a list of approved places of accommodation and arrangements for meals shall be compiled on the basis of mutual consultation between the Company and pilots.

52.1.3 A party proposing a change to the existing accommodation or meal arrangements shall notify the other party of the proposal. If no agreement is reached the party seeking the change may refer the proposal direct to a grievance board for determination and in such circumstances the existing arrangements shall continue until the grievance board determines the issue.

52.1.4 The Company may pay the following layover, and meal allowances in lieu of providing meals.

Allowance	Effective 1 July 2023
Breakfast	\$34.95
Lunch	\$49.35
Dinner	\$69.20
Layover allowance- Australia and Dependencies	\$32.90

52.1.5 During the course of this Agreement the allowances in clause 52.1.4 shall be reviewed each year with effect from 1 July to reflect the allowance rates contained in the relevant ATO Ruling (currently TD2023/3/ Table 2).

52.1.6 In special circumstances a Pilot may be paid, with the agreement of the Company, an amount of \$115.60 on any layover in lieu of the provision of meals and accommodation by the Company. This allowance shall remain fixed for the life of the Agreement.

52.1.7 If a pilot is required by the Company to stay in accommodation which is not of an appropriate standard, the pilot must be paid an allowance of \$99.80 per night. This allowance shall remain fixed for the life of the Agreement.

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

0600 – 0800 hours (Breakfast)

1200 – 1330 hours (Lunch)

1800 – 2000 hours (Dinner)

the pilot must be provided with a meal of appropriate and agreed standard or be paid the appropriate meal allowance as prescribed in clause 52.1.4.

53. MEAL BREAKS/PROVISIONS OF MEALS IN FLIGHT

53.1 Intent

53.1.1 The intent of this clause is to establish procedures designed to provide pilots when on flight duty with adequate refreshment and sustenance.

53.1.2 The parties, in establishing these procedures, jointly aim to optimise the Company's schedule integrity and on time performance.

53.1.3 Where circumstances arise such that the terms of this clause do not meet the needs of the Company or the pilots, the Company and rostering representatives may agree an alternative arrangement. Such mutually agreed arrangement must be in writing.

53.2 Provision of Meals or Break

53.2.1 Where a pilot is rostered on a flight duty for greater than 30 minutes within a designated meal period, the Company will provide a meal or a meal break by:

- a) Providing a meal for consumption in the designated meal period; or,
- b) Providing a 30-minute period free of all duty, of which 15 minutes must be in a designated meal period;

Except that where a pilot is rostered to complete a duty prior to 1900 local time, no dinner or designated meal break in lieu of the dinner will be required. Where a pilot's actual duty finishes after 1900 local time and a meal has not been provided, the pilot will be paid an overtime meal allowance in accordance with the amount specified in clause 53.7.

53.2.2 Meal breaks must be scheduled at a port of call where suitable food is available for purchase.

53.2.3 On sectors of 50 minutes or less (block time) where a meal is provided, a pilot will be provided a turnaround of no less than 45 minutes. This turnaround will be provided at either the originating port where the meal is loaded or the destination port. The turnaround will provide the pilot 15 minutes on the aircraft for the opportunity to consume the meal. If a flight delay impinges the 15 minute opportunity to consume the meal and there is a potential diminution of flight safety, the pilot will still retain the right of 15 minutes to be able to consume the meal.

53.2.4 In the event that a scheduled break free of all duty in accordance with clause 53.2.1b) is infringed due to delays, the crew shall notify Operations Control approximately twenty (20) minutes before ETA that they will either:

- a) Accept an in-flight meal on the next sector in lieu of the break; or,
- b) Accept an overtime meal allowance in lieu of the break.

53.2.5 Where there is a diminution in flight safety due to an infringement of the scheduled meal break or where a planned meal has not been loaded, the pilot may choose to have a meal break.

53.2.6 Where a meal is provided under clause 53.2.1a), the Company and rostering representatives may agree to vary the sector on which the meal is provided.

53.2.7 The provision of meals under this clause shall not affect the Company's obligation to pay layover meal allowances in accordance with clause 52.1.4

53.3 Types of Meals

Where a meal is provided, it will be in accordance with the following:

- a) Meals will be provided appropriate to the sector(s) being flown;
- b) On sectors 50 minutes or less (block time), a multi-portion meal will be provided that facilitates consumption on consecutive sectors or on the ground;
- c) For overnight duties, provision of a meal prior to the first landing after the overnight; or,
- d) Cold meals may be provided, except that on sectors greater than 50 minutes (block time) a hot dinner will be provided where suitable facilities exist to provide that dinner, unless the Company and rostering representatives agree otherwise.

53.4 Meal Periods

53.4.1 Designated meal periods are:

0600 – 0800 hours (Breakfast)

1200 – 1400 hours (Lunch)

1800 – 2000 hours (Dinner)

53.4.2 It is a pilot's responsibility to obtain adequate sustenance during a designated meal break.

53.5 Non-RPT Operations

The Company and Roster representatives will consult on the provision of meals for non-RPT Operations.

53.6 Implementation

53.6.1 Meals will be supplied from mutually agreed airports to comply with the provisions of this clause.

53.6.2 Meal content from suppliers will vary according to the time of day in the following broad time frames:

- a) Morning
- b) Middle of the Day
- c) Late Afternoon/Evening

53.6.3 The menu for meals supplied will rotate in consultation with pilot representatives.

53.7 Overtime Meal Allowance

53.7.1 Where a Pilot accepts an overtime meal allowance in lieu of a meal break, they will be paid any meal allowance under this agreement as an overtime meal allowance.

53.7.2 Any overtime meal allowance will be automatically paid into an account nominated by the pilot in accordance with clause 40.8 of this agreement. The value of an overtime meal allowance shall be:

- a) \$29.63 from 1 January 2023;
- b) \$30.52 from 1 January 2024;
- c) \$31.44 from 1 January 2025;
- d) \$32.38 from 1 January 2026.

53.7.3 A pilot who is on duty for a period of more than five hours for a simulator session will be eligible to receive an overtime meal allowance.

53.7.4 The overtime meal allowance will be back paid as applicable for any pilot employed by the Company as at the Date of Commencement.

54. DUTY TRAVEL

54.1.1 Duty travel means any travel, other than as a crew member of any aircraft, which a pilot undertakes in the service of the Company and includes deadhead travel, travel for the purpose of taking up a new base, either permanent or temporary, and any other travel for any purpose required by the Company.

54.1.2 Where possible a business class, pre-booked seat will be provided on duty travel. Where duty travel is required after the completion of a tour of duty, due regard shall be given to expediting such travel on the first available aircraft.

54.1.3 Where a pilot's family is travelling at the direction of the Company, positive space seats shall be provided for the pilot and each of the pilot's dependents under twenty-one (21) years of age. If a pilot or their dependents are off-loaded overnight the Company shall provide transport to and from the airport and first class accommodation and meals on each such occasion.

54.1.4 Where a pilot in the course of their employment is required by the Company or the Department of Transport and Communications but subject to the Company's prior approval, to undertake any local travel by means of using taxi cabs or public transport, they may elect to pay their fares en route, and in such cases, the Company shall reimburse the pilot for all reasonable expenses incurred by them in such travel in accordance with the Company's reimbursement policy and procedures.

54.1.5 All travel arrangements, including accommodation, shall be made by the Company prior to the departure of the pilot from their home base and all such arrangements shall be known to the pilot prior to such departure.

54.1.6 The company shall provide all Captains with Qantas Club membership. Entry to the Qantas Club is only to be used when the Captain is on duty travel. Captains and their guest must not be able to be identified as being a QantasLink Flight crew member (e.g. Company ASIC identification, uniform wings and epaulettes must be removed or covered).

55. TRANSFERS

55.1 Permanent

A permanent transfer shall mean the transfer of a pilot from home base to a new home base where the period of the transfer is expressed prior to the transfer to be in excess of one hundred and eighty (180) calendar days.

55.2 At Pilot Expense

55.2.1 Except as found in clause 55.3, pilots transferring from one base to another as a result of a successful bid shall bear their own expenses. The Company shall provide confirmed travel arrangements on its services and the time of travel shall be determined by mutual agreement.

55.2.2 Pilots making mutual transfers with the approval of the Company, shall bear their own expenses and be provided with space available travel for themselves and dependent members of their families on the Company's services.

55.2.3 Should a pilot bid to another base (new or existing) for the purpose of a higher assignment, the pilot will be required to fund fifty percent of the relocation costs.

55.2.4 A pilot transferring permanently to another base shall be released from their former base in sufficient time to effect the transfer. The period of time shall be established by the Manager Flying Operations and shall not normally exceed five days.

55.3 At Company Expense

55.3.1 A pilot transferred by Company direction shall be entitled to receive payment from the Company for reasonable expenses incurred for the removal of self, spouse and dependent children, under age 21, and their furniture, possessions and personal effects from one permanent base to another permanent base, as approved by the Company.

55.3.2 When special circumstances arise, pilots may be allowed additional expenses subject to the approval of the Company.

55.3.3 A pilot transferred to a new home base shall be entitled to first class accommodation as provided for in clause 52 by the Company until they have obtained suitable permanent accommodation and the provision of such accommodation shall be limited to a period of up to two weeks.

55.4 Notice of Transfer

55.4.1 A pilot shall be given no less than fifty-six (56) days written notice by the Company of an intended permanent transfer, provided that within this period the pilot shall be given at least 28 days written notice of the actual date of transfer.

55.4.2 Provided that should the pilot and the Company mutually agree in a specific case that a shorter period of time represents adequate notice, such mutual agreement shall satisfy the requirements of this provision.

55.4.3 Where a pilot is permanently transferred they shall be granted upon arrival at their new base such period of time as they require up to a maximum of five (5) days free of all duty to attend to personal matters arising from their being so transferred.

55.4.4 Provided that designated days free of all duty prescribed in clause 41 of this agreement shall not be used to meet the requirements of this sub-clause.

55.5 Temporary Transfers

55.5.1 The maximum number of days spent on temporary transfer in any twelve (12) calendar months shall not exceed one hundred and eighty (180) days.

55.5.2 A pilot who is to be sent on a temporary transfer shall be notified as soon as possible in advance, but unless they consent to less notice, this shall in no case be later than forty-eight (48) hours prior to their scheduled departure from their home base to commence such transfer.

55.5.3 Provided that a pilot whose child is due to be born shall not be required by the Company to operate away from their home base during the four (4) week period immediately preceding the anticipated confinement of their spouse/de facto partner and during the four (4) week period immediately following the birth of the child.

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

- a) Until such time as agreed alternative accommodation becomes available the provisions of clause 52 shall apply to a pilot on temporary transfer. Such agreed alternative accommodation shall be provided at the Company's cost.
- b) Where the temporary transfer is to be for a period in excess of 28 days the Company shall provide travel for the pilot's spouse and each of the pilot's dependant children as defined to join the pilot when the agreed alternative accommodation is occupied by the pilot. Excepting that where agreed alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days the spouse and each of the pilot's dependant children shall be entitled to travel and accommodation at the Company's cost.

55.5.5 In the case of a temporary transfer a pilot shall be reimbursed any actual reasonable personal expense to which they shall be put as a result of such transfer away from their home base.

55.5.6 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 of the Company, and either the pilot or the Company may raise for attention any inadequacy of terms of the transfer.

56. MULTI-DAY TOURIST CHARTER PROVISIONS

56.1.1 Pilots who perform a multi-day tourist charter may have their rostered days off allocated away from home base.

56.1.2 On completion of a multi-day tourist charter a pilot shall be granted one day free of all duty at home base for each week or part thereof in respect of the period of the multi-day tourist charter. These days will be allocated upon completion of the multi-day tourist charter, unless mutually agreed to defer to a later date.

- 56.1.3** This clause only applies to multi-day tourist charters however it may be extended to charters of a similar nature upon agreement with the pilot representatives.
- 56.1.4** The Company will maintain a list of pilots interested in multi-day tourist charters. The performance of multiday tourist charters will be by mutual agreement with the pilot.

PART 8 - TRAINING AND RELATED MATTERS

57. TRAINING

- 57.1.1** Where the Company requires a pilot to reach and maintain minimum qualifications for a particular aircraft type in accordance with clause 33 - Classifications and salary rates, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the Company.
- 57.1.2** Where a pilot fails to reach or maintain a standard required the pilot will receive further re-training and a subsequent check. The pilot may elect to have a different check captain on the second occasion.
- 57.1.3** Where a pilot fails the second check the pilot may, where practicable, be reclassified to the previous or a mutually agreed equivalent position.

57.2 Currency and Proficiency Training

Any currency or proficiency training required by the Company must not be conducted at the conclusion of a tour of duty except by mutual agreement between the pilot and the Company.

57.3 Opportunity to Qualify

- 57.3.1** Type endorsement must not be commenced unless the pilot has successfully completed an approved engineering course where required for the type.
- 57.3.2** Line training must not be commenced unless the pilot has successfully completed the endorsement training for the type.
- 57.3.3** A pilot who is required to undergo a progress check must have completed a minimum of 75% of their line training.
- 57.3.4** A pilot who fails to achieve the required standard at a base check conducted during their line training must have the opportunity to repeat the base check prior to the completion of their line training.
- 57.3.5** A pilot who fails to achieve the required standard during the repeat of a base check or check-to-line, is deemed to have failed their opportunity to qualify.

57.4 Failure to Qualify

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

57.5 Failure to Maintain Standard

- 57.5.1** If a pilot is unable to maintain the required standard during a normal licence or instrument rating renewal, they are entitled to a period of training prior to being re-checked.

- 57.5.2** If the pilot fails the re-check, they are entitled to retraining for up to twenty sectors and/or two hours local flying or a simulator training equivalent. The pilot may elect to have this check conducted by a different check captain.
- 57.5.3** If a pilot fails their final re-check, they must revert to such lesser rated equipment or status as is available, for which they can qualify in accordance with 57.4.1.

57.6 Roster Provisions In Event Of Failure

- 57.6.1** In the event that a pilot is unsatisfactory in a cyclic/route check event the following provisions will apply in order for the pilot to undergo the necessary re-training and/or rescheduling of check and training to allow the pilot to be re-checked;
- 57.6.2** The pilot will not be entitled to penalty payments under this agreement for the alteration of rostered duties until such time as a satisfactory re-check occurs; and
- 57.6.3** The Company may vary the pilots RDOs with mutual agreement and without penalty to the Company until such time as a satisfactory re-check occurs. Any variation to a pilots RDO's must be directly related to the conduct of remedial training for the pilot.

57.7 Initial Command Bond

- 57.7.1** Pilots who are appointed to an initial Command position after this Agreement is approved may be required to enter into a "Command Bond" of \$25,000. If the Company requires a Pilot to enter into a Command Bond in accordance with this clause, the Command Bond will be by agreement in writing between the Pilot and the Company, and the Pilot's appointment to a Command position will be conditional upon the Pilot entering into the Command Bond.
- 57.7.2** The Command Bond will apply for a period of two (2) years following the Pilot's appointment to a Command position, reduced each month on a pro rata basis over the two year period. In the event that the pilot resigns from employment with the Company prior to the expiry of the two year period, the pilot will be liable to reimburse the Company the remaining (pro-rated) amount of the Command Bond.
- 57.7.3** Pilots will be required to repay any Command Bond owing to the Company within 4 weeks of the date of the pilot's termination from the Company on the grounds of resignation.

58. TRAINING CAPTAINS

- 58.1.1** During the term of the Agreement, the Company will maintain a "core" group of Training Captains on each aircraft type.
- 58.1.2** The "core" group will comprise two Training Captains on each type however, should the number of aircraft of the same type engaged in scheduled Regular Public Transport operations reduce to two (2), the "core" group of Training Captains on that type may be reduced to one (1).
- 58.1.3** Should a fleet type be withdrawn, all Training Captain appointments on that type will be terminated.
- 58.1.4** Training Captains may be appointed to a Training role in the "core" group or as Temporary Training Captains.

58.1.5 The following conditions in clauses 58.2 and 58.3 will apply in respect of Training Captain appointments.

58.2 Training Captains ("Core" Group).

58.2.1 The minimum term of appointment will be for eighteen (18) consecutive months from the date of appointment (including if such appointment occurred prior to the effective date of this Agreement).

58.2.2 Appointments will automatically lapse at the end of the eighteen month term unless notification of continuation is given in writing by the Company at least three (3) months prior to the expiration of the term.

58.2.3 Appointments may be extended by one or more months, providing the period of appointment is continuous.

58.2.4 Any appointments made after the effective date of this Agreement and any changes to the duration of current or future appointments will be confirmed in writing.

58.2.5 Notwithstanding the provisions of clauses 58.2.1 and 58.2.3, the Company may terminate any "core" appointment under the conditions set out in 57.1.2 and 58.1.3 above by providing three months notice in writing of such termination.

58.3 Temporary Appointments

58.3.1 The minimum term of appointment will be six months (6) consecutive months from the date of appointment.

58.3.2 Appointments will automatically lapse at the end of the six (6) month term unless notification of continuation is given in writing by the Company prior to the expiration of the term.

58.3.3 Appointments may be extended by one or more months, providing the period of appointment is continuous.

58.3.4 All appointments made after the effective date of this Agreement and any changes to the duration of such appointments will be confirmed in writing.

58.4 Allowances

All Training Captains will receive a Training allowance in accordance with clause 33.6, only during periods of appointment as a Training Captain.

59. [INTENTIONALLY BLANK]

60. TRAINING DOCUMENTATION

The Company shall ensure that after each check is completed that a pilot is provided immediately with a copy of the appropriate check sheet. The check report shall be completed in the pilot's presence and all adverse comments shall be discussed with the pilot during the debriefing period. The pilot shall sign (physically or electronically) the appropriate check sheet. Where the Company changes to electronic assessment and records, details will be provided in relevant Company documentation.

61. COMMAND STANDARDS ASSESSMENT

- 61.1.1** When a pilot's logbook reflects 500 hours in the period prior to meeting the command eligibility requirements (the pre-command period) and the pilot intends to nominate for command upon meeting the command eligibility requirements, the Company will require that pilot to be reviewed by a Command Review Panel (the CRP) or its equivalent.
- 61.1.2** The purpose of the CRP is to assess whether pilots are eligible to commence initial command training; and to develop training programs for pilots as required in order to ensure that pilots can access command upgrade training and ultimately be command-ready.
- 61.1.3** Pilots in the command pool are automatically eligible for vacancies to commence command upgrade training pursuant to the relative seniority clause at clause 23. Pilots will access the command pool once they have been assessed as eligible for command upgrade training by the CRP, or within 12 months of the start date of the pre-command period, whichever comes first.
- 61.1.4** The CRP shall comprise fifty percent Company representatives and fifty percent pilot representatives. Pilot representatives will be nominated by the Eastern Pilot Council and will require approval from the Company.
- 61.1.5** The CRP may assess some pilots as requiring the completion of a pre-command training course prior to entering the command pool.
- 61.1.6** The CRP will assess pilots via the following assessment process and a consideration of the employee file, human factors, current standards of technical knowledge and flying:
- a) Phase 1: CRP interview
 - b) Phase 2: Line flying observation
 - c) Phase 3: Simulator LOA
 - d) Phase 4: Re-evaluation via CRP and pre-command training phase initiated if deemed necessary by the CRP.
- 61.1.7** The total assessment period cannot exceed 3 months.
- 61.1.8** If the pilot is assessed as being deficient in any area relevant to commencing command upgrade training in the pre-command period, they will be referred by the CRP to an individually tailored pre-command training program aimed at ensuring the pilot has the opportunity to be fully skilled prior to commencing command upgrade training.
- 61.1.9** The training program can only apply to a maximum period of 9 months after the CRP has made the decision to implement the training program.

Signed for and on behalf of
EASTERN AUSTRALIA AIRLINES PTY LIMITED
in the presence of -

Signature of witness

Name of witness

Date

Wood

Melissa Wood

6.2.24



Signature of Authorised Officer

Name and position of Authorised Officer

Address of Authorised Officer

Date

David Nelson, Chief Pilot

10 Bourke Rd, MASCOT NSW 2020

6 Feb 2024

Signed for and on behalf of
AUSTRALIAN FEDERATION OF AIR PILOTS
in the presence of -

Signature of witness

Name of witness

Date

Signature of Authorised Officer

Name and position of Authorised Officer

Address of Authorised Officer

Date

THE AUSTRALIAN AND INTERNATIONAL PILOTS ASSOCIATION

in the presence of -

Signature of witness

Name of witness

Date

Signature of Authorised Officer

Name and position of Authorised Officer

Address of Authorised Officer

Date

Signed for and on behalf of
EASTERN AUSTRALIA AIRLINES PTY LIMITED
in the presence of -

Signature of witness

Signature of Authorised Officer

Name of witness

Name and position of Authorised Officer

Date

Address of Authorised Officer

Date

Signed for and on behalf of
AUSTRALIAN FEDERATION OF AIR PILOTS
in the presence of -



Signature of witness

PATRICK JOHN LARKINS
Name of witness

Date **5 FEBRUARY 2024**



Signature of Authorised Officer

Simon Latta
Executive Director, AFAP
Name and position of Authorised Officer

4/132 Albert Rd
South Melbourne VIC 3205
Address of Authorised Officer

Date **5 February 2024**

THE AUSTRALIAN AND INTERNATIONAL PILOTS ASSOCIATION

in the presence of -

Signature of witness

Signature of Authorised Officer

Name of witness

Name and position of Authorised Officer

Address of Authorised Officer

Date

Date

Signed for and on behalf of
EASTERN AUSTRALIA AIRLINES PTY LIMITED
in the presence of -

Signature of witness

Signature of Authorised Officer

Name of witness

Name and position of Authorised Officer

Date

Address of Authorised Officer

Date

Signed for and on behalf of
AUSTRALIAN FEDERATION OF AIR PILOTS
in the presence of -

Signature of witness

Signature of Authorised Officer

Name of witness

Name and position of Authorised Officer

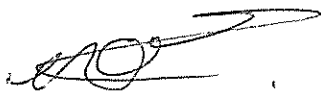
Date

Address of Authorised Officer

Date

THE AUSTRALIAN AND INTERNATIONAL PILOTS ASSOCIATION

in the presence of -



Signature of witness

LUNGAKA MBIEDLA

Name of witness

8 Feb 2024

Date



Signature of Authorised Officer

ANTHONY BRETT LUCAS
PRESIDENT

Name and position of Authorised Officer

SUITE 6.01
247 COWARD STREET MASCOT NSW 2020

Address of Authorised Officer

8 FEB 24

Date