

**NATIONAL JET SYSTEMS PTY LTD**

**PILOT ENTERPRISE AGREEMENT  
2017**

NATIONAL JET SYSTEMS PTY LIMITED

(ACN: 008 279 203)

Trading as

Cobham Aviation Services – Airline Services

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This Agreement covers:

**NATIONAL JET SYSTEMS PTY. LIMITED (ACN: 008 279 203)**

("Employer")

**AND**

The Pilots as defined in clause 4, the Transport Workers Union of Australia ("TWU") and the Australian Federation of Air Pilots ("AFAP");

herein referred to as the "Parties".

### **1. Title**

This Agreement shall be known as the National Jet Systems Pty. Ltd. Pilot Enterprise Agreement 2017 ("Agreement").

### **2. The Legal Framework**

This Agreement is made pursuant to the *Fair Work Act (2009)* ("Act").

### **3. Period of Operation of the Agreement**

3.1. This Agreement will commence seven (7) days after it is approved by the Fair Work Commission ("FWC") in accordance with the Act. This Agreement has a nominal expiry date of 28 February 2021 and will remain in force until terminated or replaced by a new Agreement in accordance with the Act.

3.2. The Parties shall commence negotiations for a replacement Agreement no later than nine months prior to the nominal expiry date of the Agreement. The timetable for negotiations requires the Parties to;

3.2.1. Meet within the first 4 weeks of the renegotiation period and establish the matters for negotiation and a timetable of negotiation dates, each of at least two days duration with a minimum of two renegotiation meetings within the first 8 weeks, and at least two meetings each month thereafter.

3.2.2. Once negotiation dates are set they may not be altered unless there is agreement by all bargaining representatives to do so.

3.2.3. By no later than the end of the first three months of the renegotiation period, each bargaining representative must have fully responded in writing to all bargaining issues and prepared (either separately or jointly) a written "heads of agreement" that comprehensively sets out their position for the terms and conditions of the proposed agreement.

3.2.4. Negotiations will continue thereafter in good faith in an endeavour to reach an acceptable agreement.

- 3.2.5. The Company will ensure that Pilots who are Union delegates (AFAP or TWU) or pilot nominated bargaining representatives are provided with flights and accommodation to enable them to attend all negotiation meetings.
- 3.2.6. The provisions above are supplementary to those required of bargaining representatives to bargain in good faith under the Act and do not in any way detract from their rights or obligations therein.
- 3.2.7. Notwithstanding clause [3.2.6](#) any dispute about this clause will be resolved in accordance with the Settlement of Disputes Procedure in clause [20](#).

## 4. Definitions and Interpretation

### 4.1 Definitions

In this Agreement unless a contrary definition appears:

- (1) **“Act”** means the Fair Work Act 2009 (Cwlth) as amended from time to time.
- (2) **“AFAP”** mean the Australian Federation of Air Pilots.
- (3) **“Award”** means the Air Pilots Award 2010 or its successor.
- (4) **“CASA”** means the Civil Aviation Safety Authority of Australia or any other organisation or organisations that subsequently take over their responsibilities.
- (5) **“CAO”** means a Civil Aviation Order.
- (6) **“Captain”** means a Pilot as defined in this clause who holds the necessary licences, ratings and endorsements approved by CASA and who is employed by the Company pursuant to this Agreement, and who is designated, in writing, as a Pilot In Command of any aircraft operated by the Company and includes Captains who are appointed to secondary roles outlined in clause [31.7](#).
- (7) **“CAR”** means Civil Aviation Regulation.
- (8) **“CASR”** means Civil Aviation Safety Regulation.
- (9) **“Cleared to Line”** means any Pilot who:
  - (a) has been certified by the Company as competent to pilot an aircraft operated by the Company; and
  - (b) holds all appropriate licences, ratings and endorsements in accordance with CAR/CASRs and CAOs and has been approved, in writing, by the Company to act as an operating crew member on a specific aircraft type operated by the Company.
- (10) **“Company Operations Manual”** means approved Company Operations Manuals, including the Group Safety and Quality Manual **“GSQM”**.

- (11) **“CPI”** means any positive movement in that year’s ‘March Quarter the previous year’ to the ‘March Quarter for the current year’ All Groups Consumer Price Index Weighted Average of Eight Capital Cities, as published by the Australian Bureau of Statistics for the March Quarter of that year, report number 6401.0.
- (12) **“Dead Head Travel”** means all travel performed by a Pilot at the direction of the Company not associated with the actual operation of an aircraft, but required for the purpose of positioning for a tour of duty, or returning to Home Base or base of temporary transfer after a tour of duty. Dead Head travel constitutes Duty, Duty Time and Duty Travel.
- (13) **“Displaced Reserve”** means a Reserve Duty which has been allocated in lieu of an originally rostered Duty.
- (14) **“Duty”** means any task (including positioning) that a Pilot is required to carry out associated with the business of the Company.
- (15) **“Duty Time”** means all duty time in accordance with CAO 48 and so far as the law otherwise permits.
- (16) **“Duty Travel”** means any travel, other than as a crew member of an aircraft, which a Pilot undertakes at the Company’s direction and includes Dead Head 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. Duty Travel shall count as Duty Time.
- (17) **“Employer”** or **“Company”** means National Jet Systems Pty. Limited Trading as Cobham Aviation Services – Airline Services.
- (18) **“First Officer”** means a Pilot, who holds the necessary licences, ratings and endorsements, who is employed by the Company pursuant to this Agreement and who is designated in writing by the Company to act as a Pilot other than a Pilot In Command of multi-pilot aircraft operated by the Company, and includes First Officers who are appointed to secondary roles outlined in clause [31.7](#).
- (19) **“Flight Duty Period”(FDP)** means a period of time that:
- a) starts when a Pilot is required to report for a duty period in which they undertake one or more flights as part of an operating crew, and
  - b) ends at the later of:
    - i. the Pilot’s completion of all duties associated with the flight, or the last of the flights; or
    - ii. 15 minutes after the end of the Pilot’s flight, or the last of the flights.
- (20) **“Flight Time”** means the time between when the aircraft commences pushback from a terminal or first moves under its own power until the aircraft engines are shut down at the completion of the flight.

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- (21) **“Full-Time Pilot”** means a Pilot who is appointed as such and who is required to work up to the maximum Flight Time as per clause [34](#).
- (22) **“FWC”** means the Fair Work Commission or its successor(s).
- (23) **“Ground Training Duties”** means rostered duties required to obtain and/or maintain a Pilot’s qualifications and/or employment standards including but not limited to Emergency Procedures Training, Human Factors, Security, Dangerous Goods and various computer based courses.
- (24) **“Home Base”** means the city or town in which the Employer maintains a base and to which the Pilot is permanently assigned.
- (25) **“Immediate Family or Household”** means a domestic partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee’s domestic partner.
- (26) **“Local Night”** means a period of eight (8) consecutive hours between 2200 and 0600 local time.
- (27) **“NES”** means the National Employment Standards as defined in the Act.
- (28) **“Non-Flying Duties”** means all rostered Duty Time not directly associated with operating a flight, including administration duties, Ground Training Duties, Dead Head Travel, and Duty Travel, but excludes waiting time as defined in clause [31.23](#).
- (29) **“Off Duty Period”** means a period of time during which a Pilot is free of all duties and Reserve associated with their employment.
- (30) **“Operative Date”** means the date the Agreement comes into effect pursuant to the Act.
- (31) **“Part-Time Pilot”** means a Pilot who is appointed as such and has agreed under clause [13](#) to work less hours than a Full-Time Pilot.
- (32) **“Pilot”** means an employee of the Company employed in one of the classifications listed in [Schedule 1](#) of this Agreement.
- (33) **“Permanent Transfer”** means the transfer of a Pilot from one home base to a new Home Base with the intent that the move be permanent.
- (34) **“Reserve”** means a period during which a Pilot is rostered to be available to be assigned Duty.
- (35) **“Roster”** means the published list of each Pilot’s Duty.
- (36) **“Roster Period”** means a complete calendar month. In the event of moving to a 28 day Roster Period, a set 28-day period as determined by clause [35.24](#).

- (37) "**Rostered Day Off**" (RDO) means an Off Duty Period of at least 36 hours including two consecutive Local Nights.
- (38) "**Salary Package**" means the Pilot's remuneration represented as a total cost to the Company of remunerating the Pilot and includes salary, the cost to the Company of the benefit provided for the Pilot, any fringe benefits tax applicable to the provision of such benefit and total contributions to superannuation (Company and Pilot contributions).
- (39) "**Senior Base Pilot**" means a Pilot, who is designated in writing by the Company, to act as a supervisor at base level in addition to substantive duties and in accordance with the approved the Company Position Description for a Senior Base Pilot.
- (40) "**Sleep Opportunity**" means a period of at least eight (8) consecutive hours in an Off Duty Period during which a Pilot is not required to meet basic requirements such as eating, drinking, ablutions, washing, ironing and dressing.
- (41) "**Split Duty**" means a Duty period, or Flight Duty Period which contains a rest period during which a Pilot has access to suitable resting or sleeping accommodation and is relieved from all Duty.
- (42) "**Substitute Day Off**" (SDO) means a substitute Rostered Day Off that is earned and acquitted by a Pilot in accordance with the terms of this Agreement.
- (43) "**Suitable Sleeping Accommodation**" means a comfortable self-contained room with single occupancy, with the use of a bed and a comfortable chair. The room is to be subject to minimum noise levels, with facilities to control light, be well ventilated and with air conditioning. The Pilot shall have access to sustenance at times appropriate to the flight Duty requirements.
- (44) "**Temporary Transfer**" means the transfer of a Pilot from their Home Base to another base for the purpose of being temporarily utilised at that base for a minimum of seven (7) days and a maximum of 180 days.
- (45) "**Time**" means the local time at the point of departure of a flight.
- (46) "**Trainee Pilot**" means any Pilot who holds a current Pilot's licence, employed by the Company and who:
- (a) is undergoing initial ground training, simulator or line training; and
  - (b) has not been Cleared to the Line by the Company.
- (47) "**TWU**" means the Transport Workers Union of Australia.
- (48) "**Union**" or "**Unions**" shall mean the TWU and/or the AFAP.



## 5. Consultation

### 5.1. Pilot Representative Forum

- 5.1.1. The Parties shall establish and maintain a Pilot Representative Forum (PRF) comprised of an officer from each of the Unions, and two Pilot representatives from each of the respective Unions, and two Pilots nominated and if necessary elected by the pilot body, whether they are members of the Unions or not.
- 5.1.2. Subject to clause [5.2](#), the PRF shall be the formal mechanism for the Company to facilitate consultation with Pilots on general workplace issues only.
- 5.1.3. The PRF Pilot representatives shall be rostered to attend face-to-face meetings with Company management quarterly unless otherwise agreed, or by tele/video conference if extraordinary meetings are required.

The PRF is not intended to act as the body for, or in lieu of, the consultation process provided for in clause [5.2](#).

### 5.2. Consultation Process

If the Company is genuinely considering workplace changes that are likely to have significant effects as defined in clause [5.2.6](#), the Company must consult with any Pilot or Pilots affected by the proposed change and/or the Unions or a nominated representative of the Pilot or Pilots.

- 5.2.1. As soon as practicable the Company must discuss with the relevant Pilots, and/or Unions and/or the nominated representative of the Pilot or Pilots, the introduction of change, and the effect the change is likely to have on Pilots, including measures to avert or mitigate the adverse effect of the change on the Pilots.
- 5.2.2. For the purposes of this discussion the Company will provide the relevant Pilots, and/or Unions and/or the nominated representative of the Pilot or Pilots in writing:
  - (1) all relevant information about the change including the nature of the change proposed; and
  - (2) information about the expected effects of the change on the Pilots; and
  - (3) any other matter likely to affect the Pilots.
- 5.2.3. The Company must give prompt and genuine consideration to matters raised about the change by the relevant Pilots, and/or Unions and/or the nominated representative of the Pilot.
- 5.2.4. As soon as a final decision has been made about the proposed change, the Company must notify the Pilots affected and the Unions and/or nominated representative of the Pilot or Pilots in writing, and explain the effects of the decision.
- 5.2.5. The parties must act in good faith in relation to the consultation process provided in this clause. While the consultation process is in place the Company will respect the

status quo and not implement the proposed change until it has concluded its obligations above.

5.2.6. In relation to this clause, a change is likely to have a significant effect on Pilots if it may result in:

- (1) the termination of the employment of Pilots; or
- (2) major change to the composition, operation or size of the Company's workforce, or to the skills required of Pilots; or
- (3) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (4) the alteration of hours of work; or
- (5) the alteration of an existing condition or workplace benefit; or,
- (6) the need to retrain Pilots; or
- (7) the need to relocate Pilots to another workplace or base; or
- (8) the restructuring of jobs; or
- (9) changes to the legal structure of the Company (provided this obligation will not require the release of information that is commercially confidential or detrimental to the Company if released); or
- (10) any of the above resulting from legislative or regulatory changes.

5.2.7. Change to Regular Roster or Ordinary Hours of Work

5.2.7.1. As soon as practicable after proposing to introduce a change, the Company must:

- a) discuss with the relevant Pilots and/or their representatives the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant Pilots and/or their representatives:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the Company reasonably believes will be the effects of the change on the Pilots; and
  - (iii) information about any other matters that the Company reasonably believes are likely to affect the Pilots; and
- c) invite the relevant Pilots and/or their representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

5.2.7.2. The Company is not required to disclose confidential or commercially sensitive information to the relevant Pilots.

5.2.7.3. The Company must give prompt and genuine consideration to matters raised about the change by the relevant Pilots and/or their representatives.

5.2.7.4. The Company shall formally respond to such matters and where practicable it will do so in writing.

5.2.7.5. Consultation is not required under this clause in respect to roster changes that have been part of the Pilot's normal pattern of work days and shifts.

## 6. New Aircraft and Special Equipment

- 6.1. No new aircraft types or special equipment shall be added without agreement negotiated by the Parties covered by the Agreement, or otherwise determined in accordance with this clause, covering all terms and conditions specific to that aircraft type or equipment.
- 6.2. The discussions shall occur in accordance with the Consultation clause [5.2](#) of this Agreement with any disputed matters determined in accordance with the Dispute Resolution Process outlined in clause [20](#) of this Agreement, which may include arbitration by the FWC.
- 6.3. Any changes to terms and conditions shall apply from the date of introduction of the new or special equipment.

## 7. Flexibility

- 7.1. Notwithstanding any other provision of this Agreement, the Company and a Pilot covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of the terms of the Agreement if:
  - (1) the Agreement deals with 1 or more of the following matters:
    - (a) arrangements about when work is performed;
    - (b) overtime rates;
    - (c) penalty rates;
    - (d) allowances;
    - (e) leave loading; and
  - (2) the IFA meets the genuine needs of the Company and the Pilot in relation to one or more of the matters mentioned in paragraph (1); and
  - (3) the IFA is genuinely agreed to by the Company and the Pilot.
- 7.2. The Company must ensure that the terms of the IFA:
  - (1) are about permitted matters under section 172 of the Act; and
  - (2) are not unlawful terms under section 194 of the Act; and
  - (3) result in the Pilot being better off overall than the Pilot would be if no arrangement was made; and
  - (4) it shall not be a condition of employment, a promotion, transfer or training or any other entitlement, that a Pilot enter into a flexibility arrangement.
- 7.3. The Company must ensure that the IFA:
  - (1) is in writing; and
  - (2) includes the name of the employer and Pilot; and
  - (3) is signed by the Company and the Pilot and includes details of:
    - (a) the terms of the Agreement that will be varied by the IFA; and
    - (b) how the IFA will vary the effect of the terms; and
    - (c) how the Pilot will be better off overall (no disadvantage) in relation to the terms and conditions of their employment as a result of the IFA; and
    - (d) states the day on which the IFA commences.

- 7.4. The Company must give the Pilot a copy of the IFA within 14 days after it is agreed to.
- 7.5. The Company or the Pilot may terminate the IFA:
  - (1) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (2) at any time if the Company and Pilot agree in writing.

## **8. Workplace Health and Safety**

- 8.1. The Company will make every effort to ensure that the Pilots' workplace is safe. In order to achieve this and to ensure that Pilots' concerns and ideas are taken into account the Company has established and will maintain procedures and workplace consultative forums about health and safety.
- 8.2. In the case of workplace injury to a Pilot, the Company and the Pilot will actively pursue a return to work as soon as practicable. Where appropriate and practical, the Company will make every endeavour to allocate alternative duties that are within the Pilot's capability.

## **9. Advertising of Vacancies**

- 9.1. The Company agrees to call for internal Expressions of Interest ("**EOI**") for all Pilot vacancies. Notice of vacancies will be advertised by way of Company e-mail, and a message on the Company's rostering system, e-mailed to the Senior Base Pilot at each base for appending to the notice board and for the Senior Base Pilot to attempt to advise Pilots on leave. The Company will text all Pilots to inform them that an EOI has been published.
- 9.2. Once advertised, an EOI will have a consideration period of at least 14 days. The "Date of the EOI" is deemed to be the date upon which the consideration period closes.
- 9.3. Where a temporary vacancy exists, a shortened EOI process of seven (7) days will be undertaken if the terms of the Temporary Transfer is estimated to exceed 14 days.
- 9.4. The advertised vacancy shall be filled in accordance with the procedures detailed in Schedule [5](#) of this Agreement.

## **10. Operational Instructions to Pilots**

- 10.1. An operational instruction may be given to a Pilot verbally by a person delegated by the General Manager Airline Services and shall be confirmed in writing if requested by the Pilot.

## **11. Duties and Obligations of the Parties**

Each Pilot (and the Company in respect to sub clauses 1,4,8,9 and 10) will:

- (1) hold Safety as a core value and contribute to the achievement of a zero harm and an incident / injury free environment.

- (2) after due consultation on terms and conditions and at the direction of the Company, perform duties in any part of the world in which the Company may from time to time be permitted to operate.
- (3) except as provided in this Agreement, not fly as a Pilot for recompense except in the service of the Company unless the Company so consents in writing by way of an "Other Work Approval" signed by the Head of Flight Operations. Such consent shall not be unreasonably refused.
- (4) comply with the Company Operations Manual, systems and policies as communicated to Pilots from time to time.
- (5) maintain a passport with minimum six (6) months validity.
- (6) operate the aircraft safely and efficiently in accordance with legislative requirements and procedures contained within the Company Operations Manuals.
- (7) follow all lawful directions and orders issued by the Company or its officers.
- (8) participate in the promotion and monitoring of teamwork and morale.
- (9) demonstrate proactive cooperation and professionalism between the Company, its customer and third party support staff.
- (10) report all incidents in a timely manner including those that may affect personal injury or operational matters that may affect safety as outlined in the Company Operations Manual.

## **12. Seniority**

Seniority of a Pilot shall be determined by reference to their date of commencement of employment with the Company as a Pilot and is published as a list agreed between the Company and the PRF. Where more than one Pilot commences on the same date, seniority shall be determined by reference to each Pilot's total aeronautical experience on the date of commencement.

## **13. Part-time employment**

- 13.1. Without limiting any of the Company's obligations or a Pilot's rights under the NES, consideration for transfer to part-time positions shall be made at the Company's discretion having regard to reasonable business grounds and demonstrated needs of the Pilot concerned.
- 13.2. A part-time position shall be made available to a Pilot returning from parental leave (as per clause [38.3](#)) upon request from the Pilot.
- 13.3. All appointments (other than those made pursuant to the NES) to a part-time position will be for a maximum of 24 months unless otherwise agreed. At the completion of the period above, the Pilot will return to full-time pilot duties or may re-apply for an

extension to the part-time appointment of up to 24 months. Such applications must be received in writing by the Company not less than eight (8) weeks prior to the completion of the term of part-time appointment.

- 13.4. Part-time positions can be a minimum fifty percent (50%) of a Pilot's maximum Flight Time load up to ninety percent (90%) of a Pilot's maximum Flight Time load.
- 13.5. A Part-Time Pilot will be rostered RDOs in accordance with Schedule 4. The remaining days of the Roster Period a Part-Time Pilot will be available to work a prorated number of days in accordance with clause [13.4](#). Any other days will be designated as a Part-Time RDOs ("**PTRDO**") which will be treated as RDOs for the purpose of callout and extensions to Duty only. Time spent Dead Head Travelling to/from and or conducting recurrent simulator checks do not count as available work.
- 13.6. Part-Time Pilots are entitled to a salary on a pro rata basis to those of Full-Time Pilots. For the avoidance of doubt, leave shall be the same as that of a Full-Time Pilot and be paid on a pro rata basis.
- 13.7. Simulator training time will not count towards the maximum Flight Time for Part-Time Pilots.
- 13.8. Prior to commencing in a part-time position, the Company and the Part-Time Pilot will agree in writing on a pattern of work and the days of the week on which the Pilot will work.
- 13.9. Any variation to the regular pattern of work must be agreed and recorded in writing.

#### **14. Command Potential Assessment**

- 14.1. Criteria towards suitability for command are contained in Company Operations Manuals. Once a Pilot believes they meet these requirements they may apply to be assessed as ready for command. A Pilot's command potential will be assessed by The Pilot Promotion Assessment Panel ("**The Panel**").
- 14.2. A Pilot, having been found not yet ready at a command interview, shall be provided with feedback on their performance at interview and a date at which they can reapply to be assessed as ready for command. A Pilot mentor will be provided to assist the Pilot in becoming a suitable candidate next time around.

#### **15. Upgrade and/or Conversion Training**

- 15.1. When vacancies occur within the Company's operations the Company may offer a Pilot a conversion, re-conversion or upgrade in accordance with the Training Bonds clause of this Agreement (clause [16](#)). After accepting such an offer and whilst undertaking any associated training, the Pilot's employment status shall reflect their new base, rank and aircraft type but shall maintain their existing salary until the date of successful completion of their check to line. The applicable salary for the new position shall be effective from the date that the Pilot is Cleared to Line.

- 15.2. Where a Pilot elects for conversion, re-conversion or upgrade training and subsequently fails such training, the Pilot shall be returned to their previous base, rank and aircraft type. The vacancy resulting from that failure shall be re-advertised.
- 15.3. If a Pilot is directed by the Company to undergo conversion, re-conversion or upgrade training and subsequently fails such training the Pilot shall be reinstated to the previous position or aircraft type or to an agreed position if the previous position is not available.
  - 15.3.1. Where no agreement can be made, the matter will be referred to the Dispute resolution process detailed in clause [20](#) which may include arbitration by the Commission.
  - 15.3.2. Where there is no position available, the parties will commence consultation in accordance with clause [22.3](#). During this process, if a suitable position becomes available the Pilot will be offered that position.
  - 15.3.3. In the event of a First Officer failing an attempt at upgrade training, they will be given a date upon which they may reapply to be assessed as ready for command.
- 15.4. In the event of a failure of an attempt of any assessment during the upgrade or conversion training program, the Pilot will be afforded a second attempt following a period of remedial training. If the Pilot so requests, they must be provided a change of Training Pilot and/or Check Captain on any subsequent assessment.
  - 15.4.1. A second failure of any assessment during that program will result in the Pilot's upgrade/conversion coming under review. The review shall include consideration of the Pilot's suitability for further training. If further training is not considered appropriate, clause [15.3](#) shall then apply.
  - 15.4.2. For the purposes of this sub-clause, an assessment is either a recommendation to progress through training or a simulator or line check.

## 16. Training Bonds

- 16.1. Where a Pilot requests, nominates or elects to undertake training as outlined in this clause, or where the Company has offered conversion, re-conversion or upgrade pursuant to clause [15.1](#) ("**Training**"), the Pilot acknowledges that they have done so voluntarily and that the Company has not directed the Pilot to undertake the Training. However, where such training is a condition of employment, or determined by the employer as necessary for employment, including a conversion, re-conversion or upgrade the Pilot shall be deemed to have been directed to undertake the Training
- 16.2. Where a Pilot does not undertake the Training, the Pilot's employment will continue with the Company in the Pilot's current classification.

## 16.3. Conditions of Training:

- (1) The Company will provide and fully pay for the Training, agreed to be a value specified separately in a **Training Bond Agreement** between the Company and the Pilot as set out in [Schedule 3](#).
- (2) In return for the benefits of the Training, the Pilot agrees to remain and continue in employment with the Company for a period not less than the period as specified in the Training Bond Agreement ("**Service Period**") as set out in [Schedule 3](#). In recognition of the Pilot's previous service contribution, the Service Period in [Schedule 3](#) will be determined by the following scale:
  - (a) 0 to 5 years' service - 3 year Service Period applies
  - (b) >5 to 10 years' service - 2 year Service Period applies
  - (c) >10 to 15 years' service - 1 year Service Period applies
  - (d) >15 plus years' service - 0 year Service Period applies

For the purpose of this sub-clause, the Pilot's previous service contribution means service with the Company or any related entity (where a related entity has the same meaning as a related corporation in the Corporations Act 2001 (Cwlth)).

- (3) Should the Pilot resign or be dismissed by the Company for any reason not including sickness, loss of Class 1 Aviation Medical Certificate, redundancy or loss of licence within the Service Period, subject to the Pilot's rights of review of any dismissal, including appeal rights, a pro rata value of the Training based on the Service Period not completed will become due to the Company ("**Debt**"). The Debt will be calculated in accordance with the terms of the Training Bond Agreement. Where a Pilot seeks a review of a dismissal the employer shall not be entitled to seek any recovery pending that review, and any appeal right.
- (4) Subject to (3) above the Pilot agrees that any Debt incurred by him/her under a Training Bond Agreement with the Company may be offset and retained by the Company to be applied to any part of the Debt outstanding to the Company on the date of termination of the Pilot's employment against any entitlements owed to the Pilot by the Company upon termination, and the Pilot hereby authorises the Company to offset, retain and apply any entitlements to the amount remaining of the Debt (if any) as at the date of termination of the Pilot's employment.
- (5) The operation of this clause is not intended to affect any contractual right or obligation of the Company or the Pilot in respect to any previous Training Bond Agreement entered into between them.  
The clause is intended to operate prospectively in respect to any Training Bond Agreement entered into between the Company and the Pilot on and from the operative date of this Agreement.
- (6) If the Training provided, and subject to the Training Bond Agreement is either not provided (partially or fully), or is not Training specified by this Agreement as Training intended to be covered by a Training Bond Agreement the employer



shall have no rights pursuant to this clause (16) and the Pilot shall have no obligations with respect to any such Training Bond Agreement.

- (7) [Schedule 3](#) of this Agreement prescribes and limits the type of Training provided under this Agreement that would attract, if eligible, a Training Bond Agreement and the maximum value to be attributed for such training.

## 17. Transfers

- 17.1. All notices of proposed Permanent Transfer will be provided to Pilots in writing a minimum of 42 days prior to the proposed date of Permanent Transfer. A Pilot will be provided notice of the actual date of Permanent Transfer not less than 28 days prior to the date of transfer. The Pilot and the Company may agree to a shorter period of notice.
- 17.2. When permanently transferring from one base to another at the Pilot's request, the Pilot will bear all expenses associated with that transfer. However, at the request of the Pilot, the Company shall provide payment for costs incurred by the Pilot and subsequently recover such costs by salary sacrifice, where permitted by law, of an agreed amount which may include additional costs borne by the Company.
- 17.3. If a Pilot is either posted to a base on appointment or is permanently transferred from one base to another at the direction of the Company, the Pilot shall be provided with suitable accommodation by the Company for a maximum period of 14 days or until permanent accommodation is obtained, whichever is the lesser. While occupying such accommodation the Pilot shall be paid meal and layover allowances to a maximum of seven (7) days at the rate prescribed in clauses [\(1\)](#) and [\(2\)](#) of [Schedule 2](#).
- 17.4. A Pilot when permanently transferring from one base to another at the Company's direction shall receive payment from the Company for expenses resulting from the removal as follows:
- 17.4.1. all personal effects, household goods and furniture;
  - 17.4.2. a maximum of two cars owned by the Pilot or domestic partner;
  - 17.4.3. storage of goods and furniture where required for up to 30 days;
  - 17.4.4. removal and storage insurance for the possessions noted above for up to 30 days;
  - 17.4.5. penalties associated with the early termination of a residential rental lease;
  - 17.4.6. economy class airfares for the Pilot, domestic partner and dependent children to the Pilot's new base; and
  - 17.4.7. actual out-of-pocket expenses for fuel, accommodation and meals where the Pilot elects to self-drive a vehicle rather than transport as provided for at clause [17.4.2](#), except that the amount of reimbursement to the Pilot shall be no greater than the Company's obligation to the Pilot under clauses [17.4.2](#) and [17.4.6](#).

The cost of moving any additional belongings (e.g. animals, boats, additional vehicles etc.) may by agreement, be paid by the Company and subsequently recovered from

the Pilot by salary sacrifice of an agreed amount, which may include additional costs borne by the Company, in accordance with the relevant legislation.

- 17.5. If a Pilot is required by the Company to permanently transfer base a second time within a 12 month period they shall be reimbursed all legal fees, agents fees, mortgage transfer fees, title fees and stamp duty incurred in the sale of their residence at the old Home Base and the purchase of a residence at the new Home Base. Where also as a result of Permanent Transfers under this clause the Pilot incurs out-of-pocket expenses in respect of non-refundable school fees for dependent children, the Company shall reimburse the Pilot all such expenses subject to suitable documentation being provided to the Company.
- 17.6. The Company will roster the Pilot additional time free of Duty on their first day at the new base following a Permanent Transfer. The Company will also use its best endeavours to roster sufficient Rostered Days Off in consultation with the Pilot to facilitate the Pilot's relocation and settlement in the new base.
- 17.7. If a Pilot is required to return to Australia for reason of their visa/work or residential permit being revoked or refused for reasons other than the Pilot's personal actions or a criminal conviction, the Company will pay the Pilot's removal costs in accordance with clause [17.4](#).
- 17.8. If a Pilot is allocated a Temporary Transfer;
  - (1) The notice period for the Temporary Transfer shall be as soon as possible but not less than 48 hours.
  - (2) The Pilot shall be provided with suitable accommodation for the period of the Temporary Transfer. Such accommodation will include cooking facilities.
  - (3) The Pilot will be reimbursed any substantiated personal expense incurred as a result of the Temporary Transfer and shall be paid meal and incidental expenses as per clause [31.1](#). Such expenses will be pre-approved prior to the Temporary Transfer being agreed.
  - (4) Any expenses arising due to extraordinary circumstances during the Temporary Transfer must be approved prior to the expense being incurred. If such expenses are not approved, the Temporary Transfer may be cancelled.
  - (5) All Rostered Days Off will be rostered at the base of Temporary Transfer.
  - (6) On completion of a Temporary Transfer the Pilot will be granted SDO's equivalent to the number of days off allocated during the period of Temporary Transfer.
  - (7) The Company will provide a hire car for the duration of the Temporary Transfer or reimburse the Pilot any pre-approved travel related costs.
  - (8) On completion of each period of 28 consecutive days of a Temporary Transfer, the Company will provide the cost of return travel for the Pilot to return to Home Base on designated RDO's or approved leave.
  - (9) A Pilot whose child is due to be born will not be required by the Company to be on transfer away from the Pilot's Home Base during the two (2) week period immediately preceding the anticipated confinement of their domestic partner and during the two (2) week period immediately following the birth of the child.
  - (10) A Temporary Transfer will only be rostered by agreement with the affected Pilot.

## 18. Employer Investigations and Inquiries

- 18.1. Notwithstanding anything in this Agreement to the contrary, the Company shall have the right to hold the Pilot out of service with pay during an investigation into any matter in which the Pilot may have been involved.
- 18.2. Should an investigation or inquiry be held involving the Pilot, the Pilot shall be afforded procedural fairness / natural justice.
- 18.3. Where a Pilot is subject to an investigation from which an allegation is made by the Company about the Pilot, the Pilot shall be given access to all written material considered by the Employer during the investigation. The Pilot may question, within a formal meeting convened by the parties, any person about the evidence or material that is before the investigation and request relevant material be produced for inspection prior to any meeting.
- 18.4. The Employer, shall not coerce another person to make, alter or retract any statement or allegation (whether in writing or not) in relation to an investigation or a possible investigation. Nothing in this clause limits the Employer's right to direct a person to participate in the investigation, including for the purpose of providing a statement or attending a meeting. However, should it be found that there has been an act of coercion, and the subject matter of the investigation:
  - i. is not of a serious and wilful matter, the investigation into the pilot shall be abandoned without prejudice to the Pilot; or
  - ii. is of a serious and wilful matter the Employer and the Pilot (or Pilot's Representative) may agree an independent investigator to commence a new investigation into the matter, provided the tainted statement/allegation does not form part of the subsequent investigation.

Where no agreement can be made, the matter will be referred to the Dispute resolution process detailed in clause [20](#) which may include arbitration by the Commission.

- 18.5. The Pilot may be represented at any stage of an investigation by a Union or other representative(s) of the Pilot's choice.
- 18.6. Prior to scheduling any meeting or meetings with the Pilot, the employer shall confer with the Pilot's representative(s), or the Pilot if not represented, to agree the time, date and place to meet. Meetings shall not proceed without the Pilot's representative. However such meetings must occur within a reasonable period of time, which shall not be less than seven days from the parties conferring.

## 19. Insurance and Indemnity

### 19.1. Insurance

- (1) The Company shall fund the cost of obtaining life insurance through an agreed superannuation fund (“**the Fund**”) during the course of the Pilot’s employment. The Pilot agrees to be a member of the Fund for the purpose of administering and enabling this benefit. The Fund will provide life cover of \$350,000, which, subject to the applicable terms of the Fund, will be paid by the Fund to the Pilot’s estate in the event that the Pilot dies whilst employed by the Company.
- (2) A Pilot shall not be required to operate services into a war zone but the Company may request volunteers for such operations and should the Pilot be involved in such services, full insurance cover shall remain extant in accordance with clause [19.1\(1\)](#)
- (3) The Employer will provide travel insurance or have suitable arrangements for Pilots while travelling at the direction of the Employer. This will include emergency medical and dental cover, security assistance and medivac. Any excess payable under this clause will be payable by the Employer.

### 19.2. Indemnity

A Pilot shall not be liable for accidental or negligent loss or damage to any aircraft or other equipment used in the operation of the the Company’s services by the Pilot. The Company shall be solely responsible and indemnify the Pilot for all claims arising out of operation of its aircraft, whether or not due to the negligence of the Pilot, save where any such claim arises out of the wilful act or omission of the Pilot unless such wilful act or omission was necessitated by circumstances beyond the control of the Pilot.

### 19.3. Loss of Licence (Class 1 Medical) Cover

- 19.3.1. The Company shall provide loss of licence insurance to a Pilot whilst the Pilot remains in the employ of the Company. Except where sub-clause 19.3.3 applies, the sum insured to be \$300,000.
- 19.3.2. Where a Pilot is aged 60 years or greater, the following scale will apply:
  - (1) \$250, 000 where the Pilot is aged 60 years at the date of the claim;
  - (2) \$200,000 where the Pilot is aged 61 years at the date of the claim;
  - (3) \$150,000 where the Pilot is aged 62 years at the date of the claim;
  - (4) \$100,000 where the Pilot is aged 63 years at the date of the claim;
  - (5) \$50,000 where the Pilot is aged 64 years at the date of the claim.
- 19.3.3 In the case of a Pilot aged 65 years or later at the date of the claim, no benefit is payable and the provisions of sub-clause [19.3.1](#) and [19.3.2](#) shall not apply. Where this applies the Pilot is entitled to obtain their own insurance and be reimbursed up to \$3,000 per annum. Alternatively, if the Pilot is unable to obtain any cover and produces evidence to that effect (which may include a

statutory declaration), the applicable reimbursement amount will be deposited by the Company into the Pilot's nominated superannuation fund.

- 19.4 In addition to any entitlement provided by this clause, the Company will reimburse each Pilot who opts to take out additional Loss of Licence Cover, Income Protection or Life Insurance or equivalent, an amount up to the sum indicated in [Schedule 2](#) per annum upon the production of a receipt for such cover. For the avoidance of doubt, the amount in Schedule 2 is the maximum that can be reimbursed to a Pilot regardless of the combination of additional insurances for which a Pilot seeks reimbursement. Alternatively, if the Pilot is unable to obtain cover and produces evidence to that effect (which may include a statutory declaration), the applicable reimbursement amount will be deposited by the Company into the Pilot's nominated superannuation fund.

## 20. Settlement of Disputes Procedure

In the event of a disagreement regarding a matter arising under this Agreement, or in relation to the NES, (including subsections 65(5) OR 76(4)), the following Dispute Resolution Process ("DRP") is to be followed.

- 20.1. The parties agree to participate in the DRP in good faith and in recognition that the satisfactory resolution of any dispute is in the interests of all parties to this Agreement.
- 20.2. Unless otherwise agreed, in the first instance a dispute will be dealt with at a workplace level.
- 20.3. Once a dispute has been initiated the parties shall, unless otherwise agreed, comply with the following process in an attempt to resolve the dispute.
- (1) The applicable party is to notify the Senior Base Pilot in writing of the matter and if appropriate propose their resolution of the issue as soon as possible. The Senior Base Pilot will discuss the matter with the Pilot in order to resolve the dispute/grievance without prejudice to either party's position. This process must be completed within 14 calendar days. Step 1 may be skipped if the dispute/grievance potentially involves more than one Pilot – in which case the procedure starts at step (2) below.
  - (2) If the Pilot or the Company is not satisfied with the outcome or the status of the matter in dispute, or if the matter is not resolved within 14 calendar days, the matter may be referred to the Head of Flight Operations or their delegate for resolution (howsoever titled), provided the delegate carries the full authority as if Head of Flight Operations. Arrangements will be made for a conference or other process of communication between management, the Pilot and their representative with a deadline of resolving the dispute within 14 calendar days commencing from the date that the matter was referred to the Head of Flight Operations.
  - (3) If the Pilot or the Company is not satisfied with the outcome or the status of the matter in dispute, or if the matter is not resolved within 14 calendar days, the matter shall be referred to the General Manager Airline Services (howsoever

titled) or their delegate for resolution, provided the delegate carries the full authority as if General Manager. Arrangements will be made for a conference or other process of communication between management, the Pilot and their representative with a deadline of resolving the dispute within 14 calendar days commencing from the date that the matter was referred to the General Manager Airline Services.

- 20.4. A Pilot initiating a dispute may, in relation to the dispute, nominate and be accompanied and represented at any stage by a representative(s) of the Pilot's choice. The Company will respect the representation rights of that Pilot and any nominated representative shall be acknowledged as a representative of the Pilot.
- 20.5. If the dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration, at the request of either party.
- 20.6. If arbitration is requested the FWC may exercise all procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 20.7. It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally, unless a Pilot takes action upon a reasonable concern that they hold about an imminent risk to their health or safety. However, the Pilot will perform alternative work identified by the Company, whether at the same or another workplace that is safe and appropriate for the employee to perform.
- 20.8. The subject matter of the dispute shall be preserved so as to maintain the status quo pending the resolution of the dispute.
- 20.9. The decision of the FWC will bind the parties, subject to the parties' right of appeal.
- 20.10. The FWC shall have the power to do all such things as are necessary within the limits of the Act for the just resolution and determination of the dispute. For the absence of doubt, the powers of the FWC include (but are not limited to) conducting workplace inspections and issuing interim orders, directions, statements or final determinations.

## **21. Stand Down**

- 21.1. Notwithstanding anything elsewhere contained in this Agreement and subject to the following conditions, the Company may stand down a Pilot on a day or days if the Pilot cannot be usefully employed because of any strike or stoppage of work which exceeds 24 hours for which the Company cannot reasonably be held responsible and if the Pilot is scheduled for Duty the Pilot shall lose pay which otherwise would have accrued on such day or days.
- 21.2. If a Pilot is stood down the Pilot shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.

- 21.3. If a Pilot is stood down the Pilot may at any time during the stand down period tender their resignation without notice and shall be paid within 28 days any moneys due at the time of termination. The day on which the Pilot exercises the right of resignation without notice shall be the day on which the employment is terminated.
- 21.4. If a Pilot resigns under clause [21.3](#) the Pilot's employment shall for all purposes be treated without default of the Pilot.
- 21.5. Notwithstanding the provisions of clause [11\(3\)](#), the Company's consent for the Pilot to earn remuneration from any flying is taken to be approved immediately clause [21](#) is invoked by the Company.
- 21.6. If the Pilot is stood down and exercises the right to take other employment, on advice of recall from the stand down, the Pilot shall notify the Company of other employment and will be entitled to provide a notice period of up to one (1) week to the other employer before returning to Duty.
- 21.7. If the Company proposes to stand down the Pilot, the Pilot may elect instead to take, for the period of the stand down only, any leave to which the Pilot is entitled or which is accruing and upon such election being exercised, the Pilot's leave shall be reduced accordingly.
- 21.8. The Pilot shall not be stood down away from Home Base. However, where such cases arise, the Pilot shall be provided with accommodation to the agreed standard plus full salary and allowances by the Company until such time as the Pilot signs off at Home Base.

## **22. Redundancy**

Redundancy shall be provided in accordance with the provisions of the NES or the following conditions whichever is more beneficial.

### **22.1. Interpretation**

For the purpose of this clause, the termination of employment on the grounds of redundancy means a termination by the Company based on a decision that the job being performed by the Pilot is no longer required to be performed by anyone and that this decision is not due to the ordinary and customary turnover of labour. A Pilot shall not be deemed to be redundant by virtue of the expiration of any set period of service (fixed term contract) between the Pilot and the Company, as agreed at the commencement of employment.

### **22.2. Application**

This clause shall not apply where employment is terminated as a consequence of conduct that justifies dismissal, (in which case clause [23](#) will apply) or in the case of casual Pilots or Pilots engaged for a specific period, task or tasks. A Pilot shall not be deemed to be redundant by virtue of the expiration of any set period of service between the Pilot and

the Company, as agreed at the commencement of employment or subsequently.

### 22.3. Consultation

The Company will consult with the Pilot affected and their Union or other chosen representative in the event of redundancy of the Pilot's position. Matters to be discussed include, but are not limited to, a selection procedure to be followed in the event of redundancy, taking into account seniority as determined in accordance with clause [12](#), the location(s) at which reduction(s) are required, alternatives available to minimise the need for redundancies, and other relevant matters. Compulsory redundancy will be a last resort only to be implemented after all alternatives including, but not limited to, natural attrition, leave, leave without pay, alternate duties, transfer, secondment, voluntary redundancy, early retirement, and temporary part-time work, have been explored.

### 22.4. Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause [23](#) a Pilot whose employment is terminated for reasons set out in clause [22.1](#) shall be entitled to the following amount of severance pay in respect of continuous period of service:

<b>Period of continuous service</b>	<b>Severance pay</b>
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

Note: "**Weeks' pay**" in this clause means the ordinary time rate of pay for the Pilot concerned.

### 22.5. Cessation of Employment by Pilot during Notice

A Pilot whose employment is terminated on the grounds of redundancy may cease employment during the period of notice and if so, shall be entitled to the same benefits and payments under this clause as if they had remained with the Company until the expiry of such notice.

### 22.6. Severance Pay on Obtaining of Alternative Employment

The Company, in a particular redundancy case, may, by agreement with the Pilot and their representative, vary the severance pay provided herein, if the Company obtains acceptable alternative employment for the Pilot outside of the Company.



### 22.7. Transfer to lower paid duties

Where a Pilot is transferred to lower paid duties by reason of redundancy the Pilot shall retain their current classification and rate of pay for a period equivalent to the notice period detailed in clause [22.4](#).

### 22.8. Time Off for Seeking Alternative Employment

During the period of notice of termination given by the Company, a Pilot shall be given paid time off for the equivalent of one (1) day per week of the provided notice period without loss of pay in order to seek alternative employment.

## 23. Termination

23.1. Notwithstanding any other provision under this Agreement, the Pilot's employment may subject to clause [21](#) be terminated by either the Company or the Pilot:

- (1) during the first six (6) months of service, by seven (7) days' notice in writing;
- (2) after completion of six (6) months of service, by four (4) weeks' notice in writing, or five (5) weeks' notice in writing in the case of a Pilot with more than two (2) years continuous service and who is aged 45 years or more; or
- (3) by the payment to the Pilot in lieu of notice.

The period of notice set out in this clause may be reduced or waived by agreement provided that nothing shall derogate from the Company's right to terminate a Pilot's employment without notice for serious misconduct or other sufficient cause.

23.2. The first six (6) months of employment shall be probationary employment.

23.3. On termination of employment a Pilot shall be entitled to be paid all accrued untaken leave entitlements.

23.4. Should a Pilot fail to give the notice specified in clause [23.1](#) the Company has the right to withhold monies due to the Pilot to a maximum amount equal to the amount the Pilot would have received under [23.1](#)

## 24. Uniforms

In the event the Company requires a Pilot to wear a uniform, the entire uniform (other than black shoes and socks which shall be provided by the Pilot) will be supplied by the Company. The Pilot will be responsible for the maintenance of such uniform. The Company will as far as is practicable ensure that the individual items of uniform comply with the requirements of the Income Tax Assessment Act as amended for the purposes of tax deductibility of uniform maintenance expenses. Uniforms shall be replaced by the Company on the basis of fair wear and tear.

## 25. Accessibility Allowance

In recognition of the requirement for the Pilot to make themselves accessible, the Company agrees to pay each Pilot an allowance as detailed in Schedule 2 [\(10\)](#) for the purpose of assisting the Pilot to access a telephone to facilitate communication with the Company. The Company may at its discretion provide the Pilot with a telephone in lieu of the allowance.

## 26. Contactability

Each Pilot shall advise the Company either in writing or via on-line access (to the Company Human Resources portal and the Company rostering system) of changes to their current residential address and contact telephone number.

## 27. Access to Records

All personnel files and training records directly related to a Pilot's employment shall be made available for inspection by a Pilot upon written request to the Company. The Company shall provide such files for inspection at a mutually convenient date, time and place. Files shall be made available to a Pilot's nominated representative in accordance with the Act.

## 28. Salary Records

The Company shall keep appropriate salary records for the Pilot, detailing the classification, salary rate, allowances (where applicable), all deductions and net salary. Pilots shall be provided with a regular pay statement via the company Human Resources portal (currently HR21) in accordance with the Act.

## 29. Remuneration

29.1. Salaries shall be paid in accordance with [Schedule 1](#).

29.2. While the Roster Period is monthly, salary shall be paid twice per month in arrears by the 15th of the month and on the last business day of the month by electronic funds transfer to the Pilot's nominated bank account. In the event of moving to a 28 Day Roster Period, salary shall be paid fortnightly in arrears aligned with the 28 Day Roster Period.

29.3. Salary is inclusive of all additional salary components identified in the Air Pilots Award 2010 (as amended) and payable to the Pilot and also includes provision for Leave Loading.

29.4. At the request of a Pilot and subject to the discretion of the Company and governing legislation the Pilot's remuneration may be expressed as a package comprised of salary and other benefits, provided that the salary package value is at least equal to the Salary referred to in clause [29.1](#) and that such package is agreed in writing.

29.5. Any mistake or omission by the Company which results in the Pilot being underpaid shall be immediately rectified by the Company.

### 30. Superannuation

- 30.1. In addition to all remuneration, allowances or direct payments provided for pursuant to this Agreement, the Company shall contribute at least monthly payments to the Pilot's choice of complying superannuation fund, or the Company approved complying fund as nominated in writing by the Pilot, at rates prescribed by the Federal Superannuation Legislation.
- 30.2. Voluntary Pilot contributions - Subject to the governing rules of the relevant superannuation fund, a Pilot may, in writing, authorise the Company to pay on behalf of the Pilot a specified amount from either the pre-taxation or post taxation wages of the Pilot into the same superannuation fund as the Company makes the superannuation contributions.
- 30.3. Absence from work - Subject to the governing rules of the relevant superannuation fund, the Company will make the superannuation contributions provided for in this clause and pay the amount authorised under clause [30.2](#):
- (1) while the Pilot is on any paid leave; OR
  - (2) for the period of absence from work (to a maximum of 52 weeks) of the Pilot due to work-related injury or work-related illness provided that the Pilot:
    - (a) is receiving workers compensation payments or is receiving regular payments directly from the Company in accordance with the statutory requirements; and
    - (b) remains employed by the Company.

### 31. Allowances and Benefits

- 31.1. Where for reasons of rostering or unserviceability of aircraft the Company requires a Pilot to remain overnight at a location other than the Pilot's Home Base, the Company, at the Company expense, shall provide for each Pilot Suitable Sleeping Accommodation and the applicable meal allowance.
- 31.1.1. The standard of accommodation will be a four star hotel. Specific facilities required and/or desirable in Company supplied accommodation will be detailed in Operations Manuals.
  - 31.1.2. On any occasion that the standard of accommodation is not available at the overnight location, accommodation of a standard as near as possible to the required standard may be substituted.
  - 31.1.3. In either event a layover allowance as prescribed at clause [\(1\)](#) of [Schedule 2](#) shall be paid to the Pilot.
- 31.2. Where a Pilot stays at any designated place away from their Home Base the Company will at its expense provide the Pilot with transport, between the airport and their place of accommodation and return at the required time.
- 31.3. A Pilot, by giving the Company 48 hours written notice, shall be paid an Own Accommodation allowance as specified in clause [\(3\)](#) of [Schedule 2](#) in return for which the Pilot shall be responsible for securing their own accommodation and transport,

and the Company shall be deemed to have discharged its obligations under clauses [31.1](#) and [31.2](#). The combined overnight allowance shall comprise considerations for accommodation, meals, transport and layover expenses.

- 31.4. If a Pilot is on Duty away from Home Base or is on a Flight Duty Period for more than 30 minutes of a meal period as defined in [Schedule 2](#), **either a meal of business class standard** will be provided or the applicable meal allowance paid. Each Pilot shall be provided 1.5 litres of commercially prepared and bottled water, or an equivalent, per sector pair.
- 31.5. A Trainee Pilot Allowance as defined in [Schedule 2](#) will apply to a Trainee Pilot who is away from their home residence city or town to participate in Ground School and/or Simulator training in lieu of the meal allowances contained in clause [31.4](#). Trainee Pilots training at a location that is their home residence, city or town will not be provided meals, accommodation, transport or the associated allowances.
- 31.6. Should a Pilot be required by the Company to operate overseas, then the Pilot and any immediate family members who permanently reside with the Pilot shall be reimbursed for visa, medical, cost of insurance for approved emergency evacuation and any other approved expenses so incurred.
- 31.7. A Pilot appointed by the Head of Flight Operations to the following positions as defined in Company Operations Manuals or CASA regulations, shall be paid the allowances detailed in [Schedule 2](#).
- Flight Examiner Simulator Captain
  - Simulator Training Captain
  - Aircraft Check Captain
  - Command Line Training Captain
  - First Officer Line Training Captain
  - Senior Base Pilot
  - Assistant Senior Base Pilot
  - Ground Training Pilot
  - FDAP Fleet Representative
  - LOSA Observer
- 31.7.1. Flight Examiner and Aircraft Check Captain positions shall be appointed for an initial period of two (2) years after which, the appointment may be terminated with eight (8) weeks' notice in writing by either party.
- 31.7.2. Training Captain positions shall be appointed for an initial period of one (1) year after which, the appointment may be terminated with four (4) weeks' notice in writing by either party.
- 31.8. In any Roster Period, a Pilot shall be entitled to an overtime payment in accordance with clause [2\(5\)](#) of Schedule 1 for every flight hour or part thereof flown in excess of a Pilot's maximum Flight Time as prescribed in clause [34.2](#) of this Agreement.

For the purpose of calculating overtime payments;

- 31.8.1. time spent in the Flight Simulator will be counted on an hour for hour basis,
  - 31.8.2. a Flight Examiner Simulator Captain will receive a credit of one flight hour for each simulator Duty Hour worked, and
  - 31.8.3. the Pilot's maximum Flight Time and overtime thresholds will be reduced by 50% of all Non-Flying Duty hours worked.
- 31.9. If a Pilot, at the request of the Company, agrees to undertake Duty on a Rostered Day Off, DFD or while on recreation leave a Pilot shall be paid a Callout Allowance as per Schedule 1 clause [2\(5\)](#). At sign on for Duty, the Pilot roster shall be amended to show a callout. A callout does not apply where the Company has merely enquired as to a Pilot's availability. The following provisions apply to the Callout Allowance:
- (1) where a Pilot undertakes to Dead Head Travel the minimum Callout Allowance will be paid.
  - (2) where overtime rates of pay are applicable in addition to a Callout Allowance, the Pilot is entitled to one allowance only, that being either the callout allowance or overtime rate, whichever is the greater.
  - (3) where a Duty extends into a Rostered Day Off, DFD or extends into a recreation leave day, the Callout Allowance will apply for the period worked from 2400 and a Substitute Day Off will be rostered as provided in clause [35.15](#). If Duty extends beyond 2200 hrs, but not beyond 2400 hrs before a Rostered Day Off, DFD or recreation leave day or if Duty is allocated after 2400 but before 0600, after a Rostered Day Off, DFD or a recreational leave day no Callout Allowance will apply, but a Substitute Day Off will be rostered or as agreed in [Schedule 4](#).
  - (4) where a Pilot is called out on a Rostered Day Off, DFD or a recreation leave day, which subsequently extends into a day of Duty, Reserve, subsequent Rostered Day Off, DFD or Recreation Leave, the Callout Allowance shall be paid for the total Flight Time worked during the callout period.
  - (5) Where a Reserve period is activated and the Duty subsequently extends into a Rostered Day Off, DFD or recreation leave day, the Callout Allowance will be applicable from midnight at the commencement of the Rostered Day Off, DFD or recreation leave day.
- 31.10. If a Pilot agrees to undertake Duty on a Rostered Day Off or whilst on recreation leave the Pilot shall receive a day in lieu for each day worked (either a SDO or reallocation of recreation leave). Reimbursement for out-of-pocket expenses incurred can either be agreed in advance, or the Pilot can have reasonable out of pocket expenses reimbursed after the fact.

31.11. A Pilot shall be paid a Duty Change Allowance, the amount of which is detailed in Schedule 2, clause [\(8\)](#), where the Pilot agrees to change a rostered shift within seven (7) days and one of the following conditions apply:

- a Duty worked varies from the originally rostered shift through a sign-on time more than 15 minutes earlier than originally rostered; or
- the Duty worked results in a sign-off time which is four (4) hours or more later than originally rostered; or
- there are changes to the sign-on or sign-off port; or
- a Pilot agrees to extend a Duty to perform additional sector(s) to those originally rostered; or
- a Pilot agrees to start a Duty within the minimum notice required for a Reserve Period as specified in clause [35.6](#).

This clause does not affect a Pilot's right to refuse a Duty Change in accordance with clause [35.3](#).

Duty swaps made in agreement with another Pilot in accordance with clause [35.20](#) will not attract a Duty Change Allowance.

31.12. A Pilot shall be paid a Duty Change Allowance, the amount of which is detailed in Schedule 2, clause [\(8\)](#), where:

- the Duty worked results in a sign-off time which is four (4) hours or more later than the planned Duty; or
- there are changes to the sign-off port.

31.13. A Pilot will only be paid one (1) Duty Change Allowance per Duty Period.

31.14. Where a Pilot elects to and is approved to travel in their own time and Company crew transport is not available, the Pilot shall be entitled to use Company funded Cabcharge transport between the Company provided hotel and the airport.

31.15. Where a Pilot is required to carry out Duty Travel by road as directed by the Company, the Company will at its expense provide a premium taxi service.

31.16. The Company will provide Home Base car parking facilities for a Pilot's use for work related business, and where necessary will arrange transport free of cost to the Pilot between the car park and the terminal.

31.17. Duty Travel on international flights in excess of four (4) hours flight time shall be confirmed business class.

31.18. The Company will provide Pilots with an upgradeable code ticket for any schedule or training related Duty Travel by air. The granting of an upgrade by Qantas will be in accordance with the Qantas Policy for the granting of an upgrade for the Company Pilots. (Note: Qantas Policy does not form part of this Agreement)

31.19. All other Duty Travel by air will be commercial fares with Qantas group airlines.

- 31.20. The travel referred to in clauses [31.17](#), [31.18](#) and [31.19](#) must be by the most expeditious route available unless agreed by the Pilot.
- 31.21. If a Pilot is required to reposition for, or following, a Duty and requests to travel in their own time, such a request will be considered and may be approved where:
- There are no financial penalties incurred by the Company; and
  - Sufficient notice is given to the Company.
- 31.22. It is acknowledged that Qantas provides, at its discretion, travel benefits to Pilots employed under this Agreement. Where these benefits are provided, the Company shall advise the details of those arrangements to Pilots and their representatives. These travel benefits do not form part of this Agreement. The following provisions apply to these arrangements;
- 31.22.1. No Company administrative fee will be charged for access to any Qantas travel benefits.
- 31.22.2. In the event of advice from Qantas that there will be a change to the travel benefits, the Company will consult with Pilots and their representatives.
- 31.23. A Pilot is entitled to a Waiting Allowance as provided in [Schedule 2](#) for waiting time between operating sectors, or between operating sectors and paxing sectors.
- 31.24. The Company will provide each Pilot with an iPad by 1 July 2019. If an iPad is not provided by this date, an iPad Allowance as provided in [Schedule 2](#) will apply.

## **32. Deductions for Overpayment**

- 32.1. Subject to clause [32.2](#), the Company may deduct from the pay and/or allowance(s) due to a Pilot any overpayment made of salary, allowance(s) or any authorised expense paid by the Company on behalf of the Pilot and/or any balance outstanding of any advance of money made by the Company provided that such deductions may only occur within six (6) months from the date the overpayment was made. After the six (6) months have elapsed the Company will forfeit all rights to monies paid or expenses incurred by the Company on behalf of the Pilot.
- 32.2. Where an overpayment is identified, the Company shall notify the Pilot in writing, which may include e-mail, of the detail of the overpayment including the date the overpayment occurred and the total amount of the overpayment. The notification will include provision for the Pilot to indicate an agreed amount or percentage to be deducted from each pay to satisfy repayment, a timeframe and proposed start date for the deductions.
- 32.3. The Company will only deduct from pay the overpayment advised to the Pilot and will only do so with the express written authorisation of the Pilot concerned.

### 33. Workers' Compensation Make-Up Pay

- 33.1. In addition to any statutory entitlements to workers compensation, the Pilot will be paid make-up pay.
- 33.2. Make-up pay will:
- (1) be 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 the Pilot been at work for the period concerned;
  - (2) not apply during the first five (5) or aggregate of five (5) working days of incapacity resulting from an injury, nor will it apply during any period of paid leave;
  - (3) be payable for a maximum period or aggregate of periods exceeding a total of 52 weeks in respect of incapacity arising from any one injury; and
  - (4) be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Pilot and the Company.
- 33.3. If for the purpose of the above sub-clause where no specific earning figure is ascertainable, the figure used will be the average of earnings over the previous three (3) months or such lesser period of time during which the Pilot has been employed.
- 33.4. Nothing in this clause will affect the right of the Company to terminate the Pilot's employment in accordance with the Agreement. The Pilot's employment will not be terminated as a result of the Pilot having received make-up pay or as a means of avoiding make-up pay obligations.
- 33.5. 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 will cease from the date of that redemption.
- 33.6. Where the Pilot recovers damages from the Company or from a third party for a compensable injury independently of statutory entitlements, the Pilot will be liable to repay to the Company the amount of make-up pay which the Pilot received in respect of the that injury and will have no further make-up pay entitlements for that injury.
- 33.7. Any period of absence on workers' compensation will count for the purposes of accruing Annual Leave, Personal Leave and Long service leave entitlements.

### 34. Hours of Duty

- 34.1. The Company shall roster and each Pilot shall fly a roster in accordance with the most restrictive of the Rostering Protocols contained in [Schedule 4](#) to this Agreement, CAOs as amended or any concessions granted in writing by CASA as reflected in the Company Operations Manuals, and according to any other special considerations as specified at clause [35](#).



## 34.2. Flight Time

The Pilot's maximum Flight Time per Roster Period is 71 hours for a monthly Roster Period. In the event of moving to a 28 Day Roster Period, the Pilot's maximum Flight Time per Roster Period will be 65 hours.

## 35. Pilots Roster

- 35.1. Each Pilot agrees to work in accordance with a Pilot Roster, which will be prepared and published by the Company in accordance with this Agreement. The Roster may include hours in excess of the maximum Flight Time provided in clause [34.2](#)
- 35.2. The Roster shall be distributed to each Pilot not less than 7 days before the beginning of the new Roster Period.
- 35.3. The Company will not change any RDOs, SDOs or GDOs after the Roster is published without prior agreement with the Pilot.
- 35.4. The Pilot agrees to accept Roster changes where at least 7 days' (168 hours) notice is given. However, once published, a Pilot must not be displaced without agreement from their rostered Duty period except for the following reasons:
  - Disruption to service
  - Check and Training
  - Cancellation of a flight
  - The Pilot has insufficient hours to complete the flight

Unless the Pilot and the Company agree, a Pilot does not have to accept a Roster change where less than 7 days' (168 hours) notice is given.

- 35.5. If a rostered Duty is changed within 7 days (168 hours) and the Pilot is placed on Displaced Reserve, this Displaced Reserve period must be within the original rostered period and may include a two hour buffer before that period. If a Duty is subsequently assigned that results in a Duty outside of the Displaced Reserve, the Pilot is entitled to refuse the Duty.
- 35.6. The minimum notice required to sign-on during a Reserve Period at home, or in suitable accommodation provided, is two hours. Where a Pilot's Reserve period is activated within 7 days, a Pilot may refuse a Duty that commences within the first two hours of the Reserve period.
- 35.7. The total period of any Reserve Period followed by an activated Flight Duty Period shall not extend beyond 18 hours.
- 35.8. If a Flight Crew member is called out from a Reserve Period, the Reserve Period will cease and the Flight Duty Period will begin at sign-on.
- 35.9. A Pilot must be contactable by telephone while on Reserve. Flight Duty assigned during a Reserve Period may commence up to 2 hours after the rostered end of the Reserve

Period, however, the subsequent Flight Duty Period commencement time shall begin at the end of the Rostered Reserve Period. In any case the Flight Crew member must be notified by telephone within the Reserve Period.

- 35.10. The Company will not contact the Pilot during the 8 hours immediately prior to the commencement of a Reserve Period.
- 35.11. If a flight is delayed after sign on or within two hours prior to sign on, the original rostered sign on time shall be considered as the commencement of Duty for the purposes of the limitations of the CAO 48 Exemption (as amended), including extensions based on resting and sleeping facilities as appropriate. Operations will advise the Pilot of delays if they have not signed on and advise an amended time they are to report for Duty.
- 35.12. After the Pilot's roster has been published, the Company shall not allocate Duty to the Pilot on a Rostered Day Off other than by an agreed callout in accordance with clause [31.9](#).
- 35.13. A Pilot is entitled to take their Rostered Days Off at their Home Base.
- 35.14. For Trainee Pilots, Rostered Days Off may be allocated away from Home Base until completion of their endorsement training.
- 35.15. When a Pilot accepts a callout, the Company will roster a Substitute Day Off (SDO) in the current Roster Period to ensure compliance with CAO 48 or Exemption, as amended. Where the rostering of an SDO is not required to meet the requirements of the exemption it can, by agreement, be rostered in the Roster Period it was due to fall. Otherwise, the SDO will be rostered in consultation with the Pilot in the following Roster Period. Where the rostering of an SDO cannot be arranged in consultation with the Pilot in the following Roster Period, the Pilot will be permitted to have the day 'banked' for use at a later date.
- 35.16. Where a Pilot has provided the Company with notice of termination and has accrued unused SDOs that have been 'banked' for use at a later date, the Pilot's Roster during the period of notice shall be amended to facilitate the acquittal of the accrued SDOs during the notice period.
- 35.17. Pilots can seek specific Guaranteed Days Off (GDOs), to a maximum of four days per Roster Period in any combination with a maximum of nine days per calendar year. Application for a GDO must occur in advance of the normal roster build process and up to 12 months in advance of the requested days. A response to the application will occur within 10 days and will not be unreasonably refused. Once approved, the GDO can only be altered with the consent of the Pilot.
- 35.18. If a Pilot is unavailable for part of a Roster Period due to recreation leave, the Pilot may be rostered as normal for the remainder of that Roster Period. The Pilot's maximum Flight Time, as detailed in clause [34.2](#), will be reduced by 2 hours and 20 minutes for every day that the Pilot is on recreation leave.

- 35.19. The Company will publish simulator and line check due dates for each Pilot. Such checks will be rostered through the normal rostering system.
- 35.20. A Pilot may arrange mutual exchanges of Rostered Duty Period(s) with other Pilots. In all such cases not less than 48 hours' notice is to be given to operations staff. Automatic approval of exchanged Duty should not be assumed, however provided the exchange has no significant effect on the current or anticipated rosters, approval shall not be unreasonably refused.
- 35.21. The Company will maintain and operate a rostering system of work which will allow the Pilot to express rostering preferences, and which will take account of those preferences in roster building.
- 35.22. Split Duties will only be requested in order to meet short term emergency operational requirements. Where required for short term operational requirements, Split Duties will only be rostered with the Pilot's consent.
- 35.23. The Company agrees that effective Roster bidding is an important factor to improve Pilot roster satisfaction. To that end, the Company and the PRF will agree to the terms of a trial that will be implemented within three (3) months of this Agreement coming into force. The trial will:
- Allow Pilots to bid for specific times at or away from work
  - Allow Pilots to bid for specific overnight ports
  - Allow Pilots to bid towards minimizing or maximizing overnights
- The Company commits to working with the PRF towards a process of continuous improvement in bidding processes and outcomes.

#### **35.24. 28 Day Roster**

- 35.24.1. Following demonstrated completion of the matters below, the Company may implement a fixed 28 Day Roster by giving at least 3 months' notice to the Pilots and their representatives.
- That a changeover date and transition period is determined to enable a smooth transition from a monthly Roster to a 28 Day Roster Period; and
  - That the Company is able to implement a 28 Day timesheet and fortnightly pay cycle that is aligned with the 28 Day Roster Period; and
  - That Company Pilot roster software and associated systems are able to apply and manage a 28 Day Roster Period; and
  - That Pilots have been consulted about the pending implementation of the 28 Day Roster and any associated administrative arrangements.
- 35.24.2. Upon implementation of the 28 Day Roster, the following terms of the Agreement will change to give effect to the 28 Day Roster;
- clause [4](#) Definition ([36](#)) – Roster Period
  - clause [29.2](#) – Remuneration
  - clause [34.2](#) – Flight Time

## 36. Recreation Leave

- 36.1. A Pilot shall accrue 42 calendar days recreation leave (inclusive of Saturdays, Sundays, and public holidays) for each year of service. Leave shall accrue and be credited to the Pilot by the calendar month.
- 36.2. The Company will roster and maintain sufficient leave lines at each base to discharge a minimum of each Pilot's 42 calendar day annual accrual. Minimum leave lines will be calculated by taking the number of Pilots in a base multiplied by 42 and divided by 365.
- 36.3. Recreation leave will be paid in accordance with the regular pay cycle at the Pilot's normal hourly rate.
- 36.4. If a Pilot's employment is terminated the Pilot shall be entitled to pro rata leave in respect of the period worked.
- 36.5. Recreation leave may be taken for a period agreed between a Pilot and the Company. The Company will as far as reasonably practicable, arrange such leave to suit the convenience of the Pilot.
- 36.6. Once a base's recreation leave allocation is taken, further periods of recreation leave may be refused. However, the availability of recreation leave shall not be affected by another Pilot taking other categories of leave.
- 36.7. In the event of the Company being unable to grant such leave in any year, a Pilot shall take recreation leave at a time and date mutually convenient to the Pilot and the Company. However leave should not accumulate for more than 18 months.
- 36.8. Subject to clauses [36.5](#) and [36.7](#), the Company may advise a Pilot who has accrued 56 calendar days or more recreation leave of the need for them to take leave as required by this clause. The Company and the Pilot will discuss the request, with the objective of achieving a mutually agreeable solution. If after a period of four (4) weeks, no agreement has been reached, the Pilot may be required to take no more than 25% of their accrued recreation leave, in one singular block, upon receiving not less than four (4) weeks notice by the Company. For the purposes of this clause, a Pilot's accrued leave shall not include any leave already approved.
- 36.9. If a Pilot is required to take a period of personal leave during their recreation leave, such leave will be regarded as personal leave provided that the Pilot has a credit of personal leave and otherwise complies with the notice and evidence requirements as set out in clause [37](#) of this Agreement.
- 36.10. The Company shall not recall a Pilot for Duty from recreation leave except with the agreement of the Pilot. If a Pilot is recalled the Pilot shall be entitled to the conditions detailed at clauses [31.9](#) and [31.10](#)

- 36.11. On written application and subject to approval by the Company, a Pilot may cash out accrued recreation leave provided that an entitlement to at least 28 calendar days recreation leave is retained. Any recreation leave cashed out will be paid at the rate the Pilot would have received had they taken the leave.
- 36.12. Once recreation leave is approved, a Pilot will be entitled to have all, or part, of that leave converted to SDOs and RDOs provided sufficient unused SDOs have been accrued. A seven (7) day block of recreation leave will be converted to five (5) SDOs and two (2) RDOs. Once converted, these SDOs may not be changed without the agreement of the Pilot.
- 36.13. Where a Pilot takes a period of recreation leave equal to or greater than seven (7) calendar days the Pilot will be rostered two RDOs before and two RDOs after such a period of leave. However, where the period between two leave periods is less than 7 days, the pilot is not entitled to the RDOs between the periods of leave.
- 36.14. The Company supports equitable access to high demand leave periods through local leave management by Senior Base Pilots.

## **37 Personal Leave (Including Carer's and Compassionate Leave)**

### **37.1 Personal Leave**

- 37.1.1 Pilots shall, subject to the notice and evidence requirements in this clause, be entitled to take paid personal leave in the following circumstances:
- When unfit for Duty due to a personal illness or personal injury; or
  - To provide care or support to a member of the Pilot's Immediate Family or Household who is ill or injured or has suffered an unexpected emergency.

#### **37.1.2 Amount and Accrual of Personal Leave**

- a) Full-Time Pilots have an entitlement equivalent to 21 Duty days for each completed year of service which will accrue at 1.75 days of personal/carer's leave per completed calendar month of service.
- b) Entitlement to paid personal leave accrues progressively during a year of service and accumulates from year to year.

### **37.2 Entitlement to Flight Hours Deduction**

- 37.2.1 For notification of absence from Duty on one day the Pilot's personal leave entitlement will be reduced by one (1) day and the flight hours for the Duty not performed will be counted toward the maximum Flight Hours in clause [34.2](#).
- 37.2.2 If a Pilot is unavailable for part of a Roster Period due to personal leave which is notified to the Company prior to roster publish, the Pilot may be rostered as normal for the remainder of that Roster Period except that the Pilot's maximum Flight Time, as detailed in clause [34.2](#) will be reduced by 3.5 hours for every day that the Pilot is on personal leave.

### 37.3 URTI

In addition to the provisions of clause [37.1](#) a Pilot shall be granted up to six (6) working days on their service anniversary date for sickness associated with Upper Respiratory Tract Infection (“**URTI**”). Such leave shall be non-cumulative. While URTI leave must comply with the notice and evidence requirements of clause [37.6](#), up to three (3) days of URTI leave in any year of service may be taken without evidence.

### 37.4 Unpaid Carer’s leave

- 37.4.1 A Pilot is entitled to two (2) days of unpaid carer’s leave for each occasion when a member of the Pilot’s Immediate Family or Household requires care or support because of a personal illness, injury, or an unexpected emergency.
- 37.4.2 A Pilot may take unpaid carer’s leave for each occasion as a single continuous period of up to two days, or any separate periods to which the Pilot and the Company agree.
- 37.4.3 A Pilot cannot take unpaid carer’s leave during a particular period if they could instead take any form of paid leave.

### 37.5 Compassionate Leave

- 37.5.1 A Pilot is entitled to three (3) days paid compassionate leave per occasion in respect to a member of the Pilot’s Family or Household who develops a personal illness or injury that poses a serious threat to their life, or dies. The Company may grant up to 5 days paid compassionate leave per occasion to accommodate extensive travel if necessary.
- 37.5.2 Notice provisions detailed in clause [37.6](#) apply to all applications for compassionate leave, and evidence provisions in clause [37.6](#) may be requested.
- 37.5.3 Where leave is required for compassionate reasons and the Pilot does not qualify for such leave under this clause, a Pilot shall be granted up to three (3) days compassionate leave using any other type of paid leave. If the Pilot has no such leave accrued, the Pilot may take such leave without pay on written application.

### 37.6 Notice and Evidence Requirements

In accordance with the National Employment Standards (NES), a Pilot who requests an absence from work to access Personal / Compassionate Leave must provide the Company both notice and evidence in support of the absence before payment can be approved.

#### 37.6.1 Notice:

- must be provided to the Company as soon as possible and where practicable no later than two (2) hours prior to their rostered Duty commencement time; and

- must include the expected duration of the absence and the expected date of return to Duty; and
- if expected date of return to Duty changes, the Pilot must notify the Company; and
- If a Pilot is on Reserve Duty the Pilot must advise the Company immediately the Pilot is unable to provide Reserve coverage.

#### 37.6.2 Evidence:

A Pilot who has given notice of an absence must provide supporting evidence (excluding provisions of clause [37.3](#) URTI) that the leave is taken for a reason specified in clause [37.1](#). If the Pilot is able, the evidence must be provided within 14 days of first taking that period of personal leave.

A Pilot shall provide evidence of having to take personal leave or URTI on the following basis:

- A certificate of a registered health practitioner shall accompany an application for personal leave.
- Where it is not practical for a Pilot to obtain a certificate of a qualified medical practitioner, a Statutory Declaration will be acceptable.
- The Company shall grant Personal leave under clause [37.1](#) with pay to any Pilot without a certificate or Statutory Declaration for up to three (3) days (non-cumulative) in each completed year of service

### 37.7 Deductions

A Pilot's absence from work is not covered by this clause unless they comply with the Notice and Evidence requirements. Payment will not be withheld from a Pilot's pay until:

- The Company has satisfied itself that the Pilot has not provided the evidence; and,
- The Company has advised the Pilot of its intention to withhold payment and the Pilot given another opportunity to provide the required evidence; and,
- The withholding has been approved by the Business Unit General Manager.

### 37.8 Pool of Personal Leave

The Company will administer a 'Pool of Days' (PoD) system as set out below.

#### 37.8.1. Pool Membership

Unless a Pilot nominates in writing to the Company to not be part of this system, Pilots are deemed to participate in the PoD. A Pilot who has opted out, may elect in writing to re-join the PoD but may not access the pool's days unless the commencement of the period of leave is three (3) months after opting back in.

#### 37.8.2. Donating Days

One month after the Operative Date, participating Pilots will donate one day of their personal leave into the PoD. An additional day will be donated by participating Pilots each year upon passing the anniversary of their start date with the Employer. Donated

days will be deducted from the Pilot's individual personal leave accrual and 'donated' to the PoD.

### 37.8.3. Pool Balance

The Employer will keep a record of the number of days donated. The Employer shall report at quarterly PRF meetings the balance of the PoD and how many days have been used. Personal information will not be disclosed as part of this reporting process without consent of the Pilot concerned.

### 37.8.4. Eligibility to Access

Any positive balance in donated days may be used by a participating Pilot should that Pilot experience a single period of personal leave greater than four (4) weeks. Once a participating Pilot's personal leave accrual has been exhausted (and before having to use other types of Leave), upon application to the Company, days within the PoD can be used by the Pilot to ensure continued salary until such time that the Pilot returns from such leave or until 90 days from the date they began the period of absence, whichever occurs first.

### 37.8.5. Status of Donated Days

Donated days will remain within the PoD upon a Pilot leaving the system or ceasing employment with the Company.

## 38. Parental Leave

A Pilot shall be entitled to parental leave in accordance with the provisions of the NES.

- 38.1 A pregnant Pilot disqualified from flying due to the recommendation of their treating medical practitioner or CASA regulations, shall, if they request, commence parental or other leave upon that disqualification. Such Pilots will be unable to exercise their licence privileges until medically cleared to return to duties.
- 38.2 Nothing in clause 38 affects the right of a female Pilot to seek a safe job or safe job leave in accordance with the provisions of the NES.
- 38.3 A Pilot who is eligible for and who is granted maternity leave and who has completed 12 months continuous service with the Company or associated entities, will be entitled to eight (8) weeks paid maternity leave. This payment can be taken as 16 weeks at half pay.
- 38.4 If a Pilot is otherwise entitled to apply for and be granted unpaid birth related leave in accordance with the NES in the event of the birth of a child that Pilot shall be entitled, if they request, to recreation leave or long service leave as desired to cover some or all of the period of birth related leave, or leave without pay for a period of up to 2 weeks. Provided that the Pilot has an available leave credit this leave shall be granted by the Company.



38.5 A Pilot taking No Safe Work Leave or is undertaking Safe Work duties under the provisions of the NES shall be paid as though they were on flying duties.

### **39. Defence Forces Leave**

39.1 A Pilot who is a member of the Australian Defence Forces Reserve shall receive up to two (2) weeks leave annually to attend Defence Force training. For this period, such Pilot shall be reimbursed by the Company an amount equal to the difference between the amounts paid in respect of such attendance and the Pilot's base salary for the corresponding period.

39.2 Such leave shall not be regarded as breaking continuity of service and shall count as qualifying service for long service leave and annual leave.

### **40. Community Service Leave**

40.1 A Pilot is entitled to be absent from work for the purposes of performing eligible community service activities as provided for in the NES.

40.2 Any leave granted under this provision is;

- a) Unpaid - except in relation to Defence Forces and Jury Service Leave as per clause [39](#) and [41](#);
- b) Subject to the requirement to provide appropriate notice of desire to take such leave in accordance with the NES; and
- c) Provision of appropriate evidence that the Pilot is entitled to such leave in accordance with the NES. Appropriate evidence would include notification from a recognised body requesting the attendance of the Pilot.

### **41. Jury Service**

41.1 If a Pilot is called for jury service the Pilot shall advise the Company of the details as soon as practical following notification.

41.2 A day of jury service will count as a day of Duty for the purposes of rostering.

41.3 Subject to any other payment rules provided for in the NES, if a Pilot attends for jury service during normal Duty periods the Pilot shall be entitled to be paid the difference (where applicable) between the payment for such service and the Pilot's normal base salary rate.

### **42. Leave Without Pay**

A Pilot may upon written request be granted leave of absence without pay. Unless otherwise agreed leave of absence without pay shall not break continuity of the Pilot's service, but shall not be counted as service for any purpose. Applications will only be considered where no entitlement for paid leave exists. Applications which demonstrate compassionate circumstance shall receive priority. The Company must not impose leave without pay on a Pilot.

### 43. Long Service Leave

- 43.1 Long service leave shall be granted as a minimum entitlement in accordance with the Long Service Leave Act 1987 (South Australia).
- 43.2 Long service leave will be applied for and processed separately to recreation leave.
- 43.3 Long service leave shall not be refused if a request is made six (6) months prior to the requested period unless there are multiple periods of long service leave approved for that same period.

### 44. Confidential Information

- 44.1 Pilots shall not disclose or communicate to any person outside the Company any Confidential Information obtained while employed by the Company.

“**Confidential Information**” includes all information relating to the Company or any related entities business or operational interests, methodology, systems and affairs, financial information and anything else the Company advises as being confidential.

- 44.2 Notwithstanding clause [44.1](#) a Pilot may disclose to any person such Confidential Information as is necessary for the proper performance of the duties of the Pilot in accordance with the employment with the Company and as required by law.
- 44.3 Upon termination of employment, Pilots will return Confidential Information, documents and copies of records (including electronic copies) of Confidential Information within the control of the Pilot.
- 44.4 Nothing in this clause or in this Agreement shall be taken as in any way prohibiting or restricting disclosure of details of this Agreement by either party to any other person.

### 45. Anti-Discrimination

The Company and each Pilot agree that:

- 45.1 They will commit to achieving the principle object to value the diversity of the workforce by helping to prevent and eliminate discrimination at this enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- 45.2 Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- 45.3 Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation.
- 45.4 Any complaints or allegations in relation to Harassment and Discrimination will be dealt with in accordance with the Cobham Fair Treatment Policy.

45.5 The Company will ensure each pilot is provided with access to a copy of the Cobham Fair Treatment Policy.

**46. Variation**

This Agreement may be varied in accordance with the Act.

**47. Signatories**

**SIGNED FOR AND ON BEHALF of**

)

\_\_\_\_\_

National Jet Systems Pty. Ltd.  
(ACN: 008 279 203)

) Name: Russell Dyer

) Position: Director

) Address: National Drive  
ADELAIDE AIRPORT SA 5950

Dated: / /

in the presence of:

)

\_\_\_\_\_

*Witness*

) Name:

\_\_\_\_\_

) Address:

\_\_\_\_\_

\_\_\_\_\_

Dated: / /



**SIGNED FOR AND ON BEHALF of** ) \_\_\_\_\_

the AFAP ) Name: \_\_\_\_\_

) Position: \_\_\_\_\_

) Address: \_\_\_\_\_

Dated: / /

in the presence of: ) \_\_\_\_\_

*Witness* ) Name: \_\_\_\_\_

) Address: \_\_\_\_\_

Dated: / /

**SIGNED by** ) \_\_\_\_\_

Rachel Menkens (As Bargaining Representative) ) Name: \_\_\_\_\_

) Position: \_\_\_\_\_

) Address: \_\_\_\_\_

Dated: / /

in the presence of: ) \_\_\_\_\_

*Witness* ) Name: \_\_\_\_\_

) Address: \_\_\_\_\_

Dated: / /

**SIGNED by** ) \_\_\_\_\_

Jani Talikka (As Bargaining Representative) ) Name: \_\_\_\_\_

) Position: \_\_\_\_\_

) Address: \_\_\_\_\_

Dated: / /

in the presence of: ) \_\_\_\_\_

*Witness* ) Name: \_\_\_\_\_

) Address: \_\_\_\_\_

Dated: / /



**SIGNED by** ) \_\_\_\_\_

Thomas Watson (As Bargaining Representative) ) Name: \_\_\_\_\_

) Position: \_\_\_\_\_

) Address: \_\_\_\_\_

Dated: / /

in the presence of: ) \_\_\_\_\_

*Witness* ) Name: \_\_\_\_\_

) Address: \_\_\_\_\_

Dated: / /

## Schedule 1

### PILOT SALARIES AND OVERTIME RATES

#### (1) Pilot Salaries

The minimum annual salaries for Boeing 717 Pilots are set out in the following table:

Captain	1/7/17	1/2/18	1/7/18	1/7/19	1/7/20
	3%	-	2.5% or CPI	2.5% or CPI	2.5% or CPI
Base Salary	\$172,834	\$172,834			
717 Productivity Allowance		\$10,580	-	-	-
Total Salary	\$172,834	\$183,414	*\$188,000	*\$192,700	*\$197,517

FO Yr 1 -4	1/7/17	1/2/18	1/7/18	1/7/19	1/7/20
	3%	-	2.5% or CPI	2.5% or CPI	2.5% or CPI
Base Salary	\$103,700	\$103,700			
717 Productivity Allowance		\$6,348			
Total Salary	\$103,700	\$110,048	*\$112,800	*\$115,620	*\$118,510

FO Yr 5+	1/7/17	1/2/18	1/7/18	1/7/19	1/7/20
	3%	-	2.5% or CPI	2.5% or CPI	2.5% or CPI
Base Salary	\$112,342	\$112,342			
717 Productivity Allowance		\$6,877			
Total Salary	\$112,342	\$119,219	*\$122,200	*\$125,255	*\$128,386

\* 717 Productivity Allowance is absorbed into the Total Salary, Salary figures from 1/7/18 shown are calculated on a 2.5% increment, but may be greater subject to clause (4) below.

#### (2) Trainee Pilot

A Trainee Pilot on appointment shall be paid at the First Officer (Year 1-4)'s rate above.

#### (3) First Officers

Progression to First Officer Year 5+ will occur on the date of the fourth anniversary of the First Officer's employment with the Company or related entity.

**(4) Escalation**

From 1 July 2018, 2019 and 2020, the salary rates and overtime in this Schedule will be increased by 2.5% or CPI, whichever is the greater, and shall be cumulative on the previous year(s) increase.

**(5) Overtime and Callout Rates**

Flight Time	Captain Rate and Overtime Thresholds for Excess Hours from effective date (% wage increase to apply from 1/7/18)  FO rates (60%/65% apply)	Captain Callout rate from effective date (% wage increase to apply from 1/7/18)  FO rates (60%/65% apply)
Monthly Roster Period	\$205 for hours > 71 hours \$305 for hours > 85 hours	\$1152 minimum , then OT rate for any Flight Time above 4 hours
In the event of moving to a 28 Day Roster Period	\$205 for hours > 65 hours \$305 for hours > 77 hours	\$1152 minimum , then OT rate for any Flight Time above 4 hours

**(6)** Salaries, overtime rates and callout rates in this Schedule will come into effect from the Operative date of this Agreement. Salaries will be backdated as per the table in clause (1).

## Schedule 2

### ALLOWANCES

- (1) A Pilot shall be entitled to claim layover allowance as follows:
- (a) Australian layovers - \$27.65 per day; and
  - (b) International layovers - \$48.07 per day. Australian Overseas Territories are included in this category.
- (2) Domestic meal periods and meal allowances shall be:
- |           |           |         |
|-----------|-----------|---------|
| Breakfast | 0630-0800 | \$29.45 |
| Lunch     | 1200-1330 | \$41.70 |
| Dinner    | 1800-2000 | \$58.35 |
- Any international meal allowances will be paid in accordance with the relevant Australian Taxation Office determination.
- (3) Own Accommodation allowance shall be \$165.55
- (4) Meal Allowances and own accommodation allowance detailed in clauses (1), (2) and (3) above will come into effect from 1 July 2017
- (5) Layover, meal and combined overnight allowances do not apply in relation to a Trainee Pilot at the Ground School and Simulator locations, prior to the commencement of Line training.
- (6) The layover and meal allowances listed above shall be adjusted on 1 July each year in accordance with the Australian Taxation Office Taxation Determination Table 2 issued annually by the Commissioner up to and including to 1 July 2020. The relevant Australian Layover % adjustment shall also be applied to the International Layover Allowance and the Own Accommodation Allowance.
- (7) For the purposes of clause [31.7](#), the following rates shall apply to Check and Training positions. If more than one Secondary Duty is performed from the table below, only the higher rate will apply. The reference to Total Salary below means the Total Salary in Schedule 1.

Secondary Duty	Rate
Flight Examiner Simulator Captain	25% of that Pilot's Total Salary
Simulator Training Captain	20% of that Pilot's Total Salary
Aircraft Check Captain	15% of that Pilot's Total Salary
Command Line Training Captain	10% of that Pilot's Total Salary
First Officer Line Training Captain	8.5% of that Pilot's Total Salary

- (8) For the purposes of clause [31.7](#), the following rates shall apply to other Secondary Duties. If more than one Secondary Duty is performed from the table below, the rates for the duties performed are cumulative, and in addition to any duties performed in Schedule 2 clause (7). The reference to Total Salary below means the Total Salary in Schedule 1.

Secondary Duty	Rate
Senior Base Pilot	8% of a Captain's Total Salary
Assistant Senior Base Pilot	75% of the Senior Base Pilot Allowance
Ground Training Pilot	\$198.91 per day of training performed
FDAP Fleet Representative	6% of a Captain's Total Salary
LOSA Observer	2% of a Captain's Total Salary

- (9) Duty Change Allowance as detailed in clause [31.11](#) Captain: \$500 First Officer: \$325
- (10) Accessibility Allowance – In accordance with clause [25](#) \$994.55.
- (11) Trainee Pilot Allowance for Domestic training in accordance with clause [31.5](#) \$60 per day.
- (12) Insurance /Cover Reimbursement: In accordance with clause [19.4](#), \$1500 per calendar year commencing 1 Jan 2018.
- (13) Waiting time allowance in accordance with clause [31.23](#) is \$50 per occasion where waiting time (measured block to block) exceeds 90 minutes or \$100 per occasion where waiting time (measured block to block) exceeds 180 minutes.
- (14) The dollar amounts in clauses (7) to (12) above shall be increased in line with the escalation method detailed in Schedule 1 clause [\(4\)](#).
- (15) iPad: In accordance with clause [31.24](#), \$500 per annum from 1 July 2019 until such time an iPad is provided. This allowance, if payable, will be escalated from 1 July 2020 in line with the escalation method detailed in Schedule 1 clause [\(4\)](#).
- (16) All allowances, other than where specifically stated in this Agreement will come into effect on the Operative Date of this Agreement.

## Schedule 3

### TRAINING BOND AGREEMENT

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I [*Pilot Name*] have been assigned by the Company to undertake the herein training of the total agreed value as described in this Training Bond Agreement. In consideration of this training, I shall be trained in accordance with this Training Bond Agreement. In further consideration I agree to remain employed with the Company at least for the return of service period provided for in this Training Bond Agreement. Unless the Company exercises its discretion to waive a part or all of the agreed value or to reduce the effective period of the return of service I acknowledge and agree that I will pay back the amount owing on a pro-rata basis if I resign or am dismissed by the Company for unsatisfactory performance or misconduct during the bonded service period using the formula below, subject to any lawful right of review of that dismissal. Where I seek a lawful review of that dismissal the Company shall not seek to recover any monies pending the resolution of that matter, and any appeal rights the parties may have in relation to it.

In this Training Bond Agreement, the amount owing by me to the Company shall be calculated based on the following formula;

(X divided by Y) multiplied by V where;

- X = the number of months service not completed in the service period from commencement of T&D.
- Y = the total number of months agreed to be served (the Service Period) as part of the bond as defined in this T&D Bond Agreement.
- V = the Agreed Bonded Value of the T&D as defined on this T&D Bond Agreement (see below).

I agree that any amounts owed to me by the Company upon my departure such as salary or outstanding leave entitlements can/will be deducted from the amount calculated using the formula above. I further acknowledge and agree that the pro rata calculation of any remaining amount or any shortfall remaining after the deductions provided for above are made will be a personal debt due and owing by me to the Company which will be payable within 14 days of my separation date or otherwise in accordance with an agreed payment scheme.

Subject to any term to the contrary under this Training Bond Agreement, the Enterprise Agreement, or any statute, in the event that I default in payment of any amount arising under this Training Bond Agreement due and owing by me to the Company I acknowledge that the Company may sue for recovery of the amount as a debt and that this Bond Agreement may be pleaded by the Company as evidence of the debt so due and owing by me to the Company in any court of competent jurisdiction. The applicable workplace agreement provides that the T&D Bond Agreement once signed is intended to remain in force unless the parties expressly agree in writing to vary or terminate it, and its operation shall not be affected by the termination or variation of any applicable workplace agreement that applied at the time that this T&B Bond Agreement was entered into. However, the Company shall have no rights to enforce this Training Bond Agreement where the Training Bond Agreement does not conform to the terms of the Enterprise Agreement or where the Company does not provide the training in full.

This Training Bond Agreement is subject to, and governed and construed by the Enterprise Agreement, the Fair Work Act 2009 (and its successors) and the laws of the State of South Australia.

<b>Employee Details</b>	
Employee Name:	Staff Number:
Position Title:	Base / Location:
<b>Training Details</b>	
Description of Training:	
Total Value of Training (AUD\$):	Agreed Bonded Value of Training: A\$_____

<b>Bond Details</b>	
Bonded Service Period: xx MONTHS	Commencement Date Of Bond: Commencement of Training
<b>Other Comments / Notes</b>	
<b>Approvals</b>	
Employee Signature:	Manager Signature:
General/Executive Manager Signature:	Payroll Process Signature:

In the above Bond Agreement, the Value "V" will be determined by the following table:

<u>Training Type</u>	<u>Value</u>
Jet Aircraft Type Change	\$30,000
Jet Command Upgrade on same aircraft type	\$15,000
Jet Command upgrade on changed aircraft type	\$30,000

## Schedule 4

### ROSTER PROTOCOLS

The roster protocols below shall be used to construct the June 2018 Roster and shall apply exclusively to each Roster thereafter.

#### 1. Weekend RDOs

A Pilot will normally be rostered RDOs for one (1) or more weekends each Roster Period. Where a Roster is published and a Pilot does not receive a Weekend (both Saturday and Sunday) of RDO's, the next Roster Period will include two (2) weekends of RDO's.

#### 2. RDOs in a Roster Period

The Company will roster RDO's in accordance with the following rules:

- 9 in a Roster Period consisting of 3 pairs of RDOs and 1 triple RDO, unless agreed with the Pilot otherwise.
- SDOs will not be used to meet the above requirements for RDOs.
- Where a Pilot is not available for part of a Roster Period the following table defines the minimum number of Rostered Days Off which must be rostered in the remaining Roster Period. Where required, single RDOs may be rostered to meet the RDO minimum in the table below.

Days Available	0 - 1	2 - 5	6 - 8	9 - 12	13 - 15	16 - 18	19 - 22	23 - 25	26 - 27	28+
RDOs	0	1	2	3	4	5	6	7	8	9

#### 3. Sign On/Sign Off Times

Minimum Sign On time will be 60 minutes prior to the Pilots first departure. In the event that the Company implements a Flight Planning cell, this minimum Sign On time may be reduced by a maximum of 15 minutes. Any reduction is subject to agreement with the PRF.

Minimum Sign Off time will be 15 minutes after the on blocks time of the last arrival flight.

When an aircraft is to be operated to or from a non-maintenance base (or where engineering support is not available) and the aircraft is to be dispatched from cold, or secured to cold, by the flight crew, the above sign on/sign off time will be extended by 15 minutes, Cold is no AC Bus powered. (For the purposes of this clause either GPU or Aerobridge Power must be available and serviceable, and no flight crew conducted daily inspection required).



#### **4. Time Free of Duty**

An RDO shall be at least 36 consecutive hours free from Duty. Two (2) consecutive RDOs shall be at least 60 consecutive hours free from Duty. Three (3) consecutive RDOs shall be at least 84 consecutive hours free from Duty.

#### **5. Off-duty Periods**

At Home Base, a Pilot's Off Duty Period must be the greater of 12 hours, or 12 hours plus 1.5 times the time that the previous FDP exceeded 12 hours.

Away from Home Base, a Pilot's Off Duty Period must be the greater of 11 hours or 11 hours plus 1.5 times the time the previous FDP exceeded 11 hours.

Before beginning a FDP or Reserve period, a Pilot must have had at least 36 consecutive hours off-duty, including 2 local nights at home base, in the 168 hours before the projected end time of the assigned FDP or assigned Reserve period.

#### **6. Reserve Periods**

Reserve periods will be rostered in blocks no greater than three (3) consecutive days.

A Pilot will not be rostered continuous Reserve period longer than 12 hours.

A Reserve period which is completed without being activated must be followed by an Off Duty Period of at least 10 consecutive hours free of Duty.

#### **7. Six Consecutive Duties**

2 consecutive RDO's will be rostered before and after a run of 6 duties including Reserve periods.

#### **8. Hotel Rooms During Duty**

If the 'On Blocks' to 'Off Blocks' time is equal to or greater than 4hr 45 minutes (or 3 hours 45 minutes between the hours of 2000 and 0600) and the Pilot is not assigned a Duty, the Pilot is to be provided with Suitable Sleeping Accommodation. The PRF may approve the use of an airport hotel for this purpose should it not meet the standard to minimise travel time and maximise rest.

#### **9. Connection Times**

The Company will provide a 50 minute connection time where an aircraft change is evident at Roster creation stage.

Pilots must not be rostered connection times less than that allowed by the Boeing 717 Precision Timing Schedule as amended.

#### **10. Rest Period Before Simulator**

A Pilot will be rostered an Off Duty Period of at least 14 hours before a simulator Duty.

### 11. Maximum Duty Periods

The maximum number of rostered Duty hours and sectors in a Duty period shall be in accordance with the following table. These limits apply up until the commencement of Duty, after which, the limitations of the CAO 48 Exemption or successors apply in order to complete the objective of the rostered Duty. Number shown in brackets is the maximum Flight Time for that FDP.

Local time at start of FDP	Maximum FDP and flight time (in brackets) according to sectors flown			
	1-2	3-4	5	6+
0500-0559	11 (9)	9 (8)		
0600-0659	12 (9)	11 (9)		
0700-0759	12 (9)	12 (9)	11 (9)	10 (8)
0800-1059	12 (9)	12 (9)	12 (9)	11 (9)
1100-1359	12 (9)	12 (9)	11 (9)	10 (8)
1400-1459	12 (9)	11 (9)	10 (8)	9 (8)
1500-1559	11 (9)	10 (8)	10 (8)	9 (8)
1600-2259	10 (8)	9 (8)	9 (8)	8 (7)
2300-0459	10 (8)			

All Positioning duties count towards the sector count in the above table.

### 12. Day Free of Duty (DFD)

DFD is a period of time during which the Pilot has not been assigned Duty nor required to be contactable. However, Duty changes in accordance with the clause [35.4](#) and clause [31.9](#) apply, including allocating a Duty.

### 13. Deadheading

Duty Travel must be by the most expeditious route available unless agreed by the Pilot.

### 14. Late Night Operations

The Company will not roster a Pilot for more than two (2) late night operations in any seven (7) day period.

For the purposes of this section a late night operation is any FDP which includes 30 minutes between the hours of 2300 to 0530.

### 15. Early Starts

A Pilot will not be rostered for more than four (4) early starts in any consecutive seven (7) day period. An early start is defined as having a rostered sign-on prior to 0600 hours.

## Schedule 5

### EXPRESSION OF INTEREST PROTOCOLS

#### EXPRESSIONS OF INTEREST (EOI) FOR PROMOTION AND BASE TRANSFER

The Company will advertise all Pilot vacancies as per clause 9 in this Agreement. The advertisement will seek EOIs from those interested in transferring and/or promotion. EOIs fall into two classifications i.e. General and Specific:

- General EOIs are for routine vacancies following resignations, retirements and general movement of the workforce (e.g. Line Pilot positions).
- Specific EOIs are developed for specific Company identified roles or tasks (e.g. SBP, training positions and management positions). The following criteria will apply to decisions regarding EOIs:

In order to be considered for a vacancy, a Pilot must respond by email by the closing date for the EOI. No record of past EOIs submitted will be maintained. Pilots who do not respond will not be considered for the advertised position.

EOIs are assessed by The Pilot Promotion Assessment Panel (The Panel).

Specific EOI's will be considered in order of which Pilot be deemed most suitable for the position by The Panel.

For General EOI's:

- first right of refusal to return to a base will be afforded to Pilots subjected to forced relocation within the two years prior to the Date of the EOI as per clause 9 in this Agreement.
- Pilots who are eligible for the advertised position as at the Date of the EOI will then be considered in order of seniority amongst those who have expressed interest in the position.
- If the position requires the Pilot to undergo Upgrade or Conversion Training, the Pilot will be assessed by The Panel against the promotion and selection criteria detailed in clause [15](#) of this Agreement. If found suitable for the position, an offer will be made.
- In instances where a Pilot is found by The Panel to be ineligible for consideration in the course of an EOI process, they will be advised in writing that they will not be considered for promotion and/or transfer at that time. This advice to affected Pilots will be provided before the position is offered to another Pilot.
- If no upgrade or promotion applies, and the Pilot is not Base Frozen, an offer will be made.

When an offer is made for promotion and/or transfer, an answer must be given within five days of that offer. Non-response will be considered rejection of the offer and an e-mail will be sent to confirm the rejection.

If, due to unforeseen circumstances, a change in the EOI process becomes necessary, the process may be temporarily amended by agreement between the Company and the PRF. Any such changes will be promulgated on the EOI notice so affected.