



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Qantas Airways Limited
(AG2020/993)

QANTAS AIRWAYS LIMITED PILOTS (LONG HAUL) ENTERPRISE AGREEMENT 2020

Airline operations

COMMISSIONER SPENCER

BRISBANE, 28 APRIL 2020

Application for approval of the Qantas Airways Limited Pilots (Long Haul) Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Qantas Airways Limited Pilots (Long Haul) Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Qantas Airways Limited (the Applicant). The Agreement is a single enterprise agreement.

[2] Subject to matters that have been addressed by way of an undertaking, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted an undertaking from the employer. In accordance with ss.191(1) and 201(3) of the Act the undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached to the Agreement.

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

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 May 2020. The nominal expiry date of the Agreement is four years from the date of approval, being 28 April 2024.



COMMISSIONER

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QANTAS AIRWAYS LIMITED PILOTS (LONG HAUL) ENTERPRISE AGREEMENT 2020 (EBA10)

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

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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PART 1 – APPLICATION AND OPERATION OF ENTERPRISE AGREEMENT, CONSULTATION AND FLEXIBILITY

1 Title, Parties Bound and Duration

- 1.1 This Agreement is to be known as the Qantas Airways Limited Pilots (Long Haul) Enterprise Agreement 2020 (EBA10) and is referred to in this document as 'the Agreement'.
- 1.2 The Agreement covers:
- 1.2.1 Qantas Airways Limited ('the Company');
 - 1.2.2 the Australian and International Pilots Association ('the Association'); and
 - 1.2.3 all long haul pilots employed by the Company and who are members or eligible to be members of the Association.
- 1.3 The Agreement commences to operate seven (7) days after it has been approved, save for the clauses specified in Schedule 3 (Implementation Schedule), which will operate according to the terms of that Schedule.
- 1.4 The nominal expiry date of this Agreement is the earlier of four (4) years from approval or 30 June 2024.

2 Relationship with Awards, Agreements and Schedules

- 2.1 Subject to clause 2.2 below, the Agreement supersedes and replaces all previous awards, agreements and determinations. The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (NES). That is, no provision of the NES is displaced by this Agreement but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.
- 2.2 The following provisions of the Qantas /Australian Airlines Pilots Integration Award 1994 [Print L6146] (the Integration Award) as in operation at the time that the Integration Award was made are called up and have operation: clauses 3, 4(a), (b) and (c) (but not the final paragraph of clause 4), 5, 6(a), 6(c)(ii), 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and Schedule 1. The Agreement supersedes and replaces all previous Enterprise and Certified Agreements.
- For the avoidance of doubt, it is the intention of the parties that the provisions of the Integration Award called up in this clause operate as if they form part of this Agreement.
- A reference in this Agreement to the 'Integration Award' is a reference to the Integration Award as called up in this clause 2.2.
- 2.3 This Agreement is to be read in conjunction with the Integration Award. To the extent of any inconsistency between the Agreement and the Safety Net Award, the Agreement prevails unless expressly stated in a clause to the contrary.
- 2.4 The Schedules form part of the Agreement.

3 Recognition of the Association's Role in the Industrial Relationship

The Company will continue to recognise the Association's established role in the collective representation of pilots.

4 No Precedent

The parties to the Agreement undertake that they will not use the Agreement in any manner whatsoever to obtain, negotiate or impose any conditions or benefits for any other area of the Company's operations.

5 Renegotiation

The parties agree to commence negotiations on an enterprise agreement no later than twelve (12) months prior to the expiry date of this Agreement (or such lesser period as agreed between the parties). The parties will use their best endeavours to complete negotiations for a new agreement prior to the nominal expiry date of this Agreement. The Company will continue to apply the terms of this Agreement to all pilots covered by it until the new agreement takes effect at law.

6 Supply of Agreement

An electronic copy of this Agreement will be issued by the Company to all pilots in its employ as soon as practicable after the date the Agreement comes into operation. A copy of the document will also be available online.

7 Special Conditions and Exclusions

7.1 Special circumstances governing Company's use of pilots

Despite anything else in this Agreement, when special circumstances exist the Company may, with the agreement of the Association, utilise a pilot at such times and under such conditions as the special circumstances require.

7.2 Exception for pilots in senior managerial positions

7.2.1 The provisions of this Agreement cover pilots in senior managerial positions except where they are inconsistent with the terms of a separate, current or future arrangement covering them.

7.2.2 For the purpose of this clause, senior managerial positions are:

- (a) Chief Operating Officer(s) ('COO');
- (b) Chief Pilot(s);
- (c) Head of Training and Checking ('HOTC'); and
- (d) Head of Flight Technical.

8 Consultative Committee

- 8.1 A consultative mechanism (comprising representatives of the Company and the Association) and procedures appropriate to the size, structure and needs of the Company and Flight Operations, will be established.
- 8.2 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise according to its particular needs.
- 8.3 Where agreement is reached between the Company and the Association through such consultative mechanisms and procedures, and where giving effect to such agreement requires this Agreement to be varied, the parties will make a new enterprise agreement in accordance with the Act to give effect to the terms requiring variation.

9 Consultation

- 9.1 This term applies if:
 - 9.1.1 the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - 9.1.2 the change is likely to have a significant effect on the pilots of the enterprise.
- 9.2 The Company must notify the relevant pilots of the decision to introduce the major change.
- 9.3 The relevant pilots may appoint a representative for the purposes of the procedures in this term.
- 9.4 If:
 - 9.4.1 a relevant pilot appoints, or relevant pilots appoint, a representative for the purposes of consultation; and
 - 9.4.2 the pilot or pilots advise the Company of the identity of the representative; the Company must recognise the representative.
- 9.5 As soon as practicable after making its decision, the Company must:
 - 9.5.1 discuss with the relevant pilots:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the pilots; and
 - (c) measures the Company is taking to avert or mitigate the adverse effect of the change on the pilots; and
 - 9.5.2 for the purposes of the discussion - provide, in writing, to the relevant pilots:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the pilots; and
 - (c) any other matters likely to affect the pilots.
- 9.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant pilots.
- 9.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant pilots.

- 9.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses 9.2, 9.3 and 9.5 are taken not to apply.
- 9.9 In this term, a major change is *likely to have a significant effect on pilots* if it results in:
- 9.9.1 the termination of the employment of pilots; or
 - 9.9.2 major change to the composition, operation or size of the Company's workforce or to the skills required of pilots; or
 - 9.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 9.9.4 the alteration of hours of work; or
 - 9.9.5 the need to retrain pilots; or
 - 9.9.6 the need to relocate pilots to another workplace; or
 - 9.9.7 the restructuring of jobs.
- 9.10 In this term, *relevant pilots* means the pilots who may be affected by the major change.

10 Individual Flexibility Arrangement

- 10.1 The Company and a pilot covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 10.1.1 the agreement deals with one (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
 - 10.1.2 the arrangement meets the genuine needs of the Company and pilot in relation to one (1) or more of the matters mentioned in clause 10.1.1; and
 - 10.1.3 the arrangement is genuinely agreed to by the Company and the pilot.
- 10.2 The Company must ensure that the terms of the individual flexibility arrangement:
- 10.2.1 are about permitted matters under section 172 of the Act; and
 - 10.2.2 are not unlawful terms under section 194 of the Act; and
 - 10.2.3 result in the pilot being better off overall than the pilot would be if no arrangement was made;
 - 10.2.4 do not have a detrimental effect on the entitlements, terms and conditions of any other pilot; and
 - 10.2.5 do not have any effect other than as a term of the Agreement.
- 10.3 The Company must ensure that the individual flexibility arrangement:
- 10.3.1 is in writing; and
 - 10.3.2 includes the name of the Company and the pilot; and
 - 10.3.3 is signed by the Company and the pilot and if the pilot is under 18 years of age, signed by a parent or guardian of the pilot; and
 - 10.3.4 includes details of:

- 10.3.5 the terms of the Agreement that will be varied by the arrangement; and
 - 10.3.6 how the arrangement will vary the effect of the terms; and
 - 10.3.7 how the pilot will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 10.3.8 states the day on which the arrangement commences.
- 10.4 The Company must give the pilot a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 The Company or the pilot may terminate the individual flexibility arrangement:
- 10.5.1 by giving no less than 28 days written notice to the other party to the arrangement; or
 - 10.5.2 if the Company and the pilot agree in writing - at any time.

11 Flexibility Provision

In circumstances where the Company and the Association agree to adjust the flight and duty limitations (including agreed variations) or introduce a fatigue risk management system ('FRMS'), the adjusted limitations will take precedence over the limitations set out in the Agreement until either replaced or repealed by a request from either party. Agreement to have the provisions of any FRMS which has been approved by CASA take precedence over the limitations set out in the Agreement will not be unreasonably withheld. The adjusted limitations will be promulgated to all pilots at least 28 days prior to the bid period in which they will become operative. Any agreed changes to flight and duty limitations will be constrained by the flight and duty limitations prescribed by the Aviation Regulatory Authority.

12 Anti-discrimination Provision

- 12.1 It is the intention of the parties to this Agreement to achieve the principal object in section 3(e) of the Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.
- 12.2 Accordingly, in fulfilling their obligations under the dispute settlement procedure clause, the parties must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 12.3 Nothing in this clause is to be taken to affect:
- 12.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 12.3.2 an employee, employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or
 - 12.3.3 the exemptions in section 772(2) of the Act.

13 Interpretation

- 13.1 Headings and explanatory notes are inserted for convenience only and do not affect interpretation.

- 13.2 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 13.3 A reference to the Company or the Association in this Agreement or any other agreement or document or attachment includes the party's successors, substitutes or assigns.
- 13.4 A reference to any agreement or document or attachment is to that agreement or document or attachment as amended, novated, supplemented, varied or replaced from time to time by agreement of the parties.
- 13.5 Reference to any legislation or any section or provision thereof includes any statutory modification or re-enactment thereof or any statutory provision substituted therefore and any ordinances, by-laws, regulations or other statutory instruments issued thereunder.
- 13.6 References to numbers in square brackets refer to 28 day bid periods.
- 13.7 Throughout the Agreement, references to clauses in Schedule 2 (Rostering Manual) are prefixed 'RM' and references to 'Chapters' are references to Chapters in Schedule 2.

14 Definitions

Term	Meaning
Act	the <i>Fair Work Act 2009</i> (Cth) or any Act that replaces it.
active credit	credited hours which are used for pay and bid period limitation purposes.
additional vacancy	a promotional and/or type transfer vacancy that becomes available within a training block after initial vacancies have already been advertised.
ADTA	Australian Daily Travelling Allowance as calculated in clause 28.
AFDP	additional flight duty payment.
agreed training period	a training period agreed between the Company and the Association.
Aircrew Operations	the Company's Aircrew Operations section responsible for the administration of scheduling matters.
anticipated flying	the total credited hours represented by the sum of known flying.

Term	Meaning
applicable line hourly rates of pay	the line hourly rates of pay specified in the tables in clause 32.
applicable percentage hourly rate(s) of pay	the rates of pay pursuant to clause 33.1.1 applicable to pilots holding administrative and/or check and/or training appointments.
assignable time available	is a descriptor used in relation to a pilot and means the pilot can be assigned duties on a minute by minute offset basis and the pilot cannot reject offset offers.
assignable time available pilot	for the purposes of pattern protection and the allocation of open time flying, a pattern line holder ('PLH') whose projected credited hours for the bid period are less than MGH. (For all other purposes, assignable time available pilot means a PLH whose projected credited hours for the bid period are less than 132 hours.)
assigned	an allocation to a pilot for which the pilot has not bid.
Aviation Regulatory Authority	the Civil Aviation Safety Authority or its successor.
Available Day	a designated calendar day commencing at midnight local time at a pilot's base or posting which is treated by the Company and a PLH(who is not an assignable time available pilot or pattern protected) as a duty free period (subject to the contactability requirements in Chapter 10) unless the pilot is allocated a specific duty on the Available Day.
awarded	an allocation to a pilot as a result of the pilot's bid.
base	any place at which pilots are based.
bid line	a schedule arrangement of work and/or DDFDs for a bid period which is allocated to a pilot.
bid line allocation process	bid lines allocated using computer programs agreed under RM4.1.

Term	Meaning
bid line pilot	a pilot who is eligible to bid for bid lines.
bid period	a 28 or 56 day period. The Company may move a fleet between 28 and 56 day bid periods after consultation with the Scheduling Committee.
blank line	a bid line containing scheduled periods of availability for duty and DDFDs.
blank line holder ('BLH')	a pilot who is allocated a blank line.
carer's line	a bid line allocated to a pilot who meets the criteria of a 'carer' as set out in Chapter 15.
category	a pilot's status on an aircraft type.
child	in the context of the parental leave provisions, a child of the pilot or the pilot's spouse under the age of one (1) year except for adoption of a child where child means a person under the age of five (5) years who is placed with the pilot for the purposes of adoption, other than a child or step-child of the pilot or of the pilot's spouse or a child who has previously lived continuously with the pilot for a period of six (6) months or more.
Christmas period	the days from 24 December to 1 January inclusive each year.
Company manuals	Company manuals include publications such as the Flight Administration Manual ('FAM'), Flight Standing Orders ('FSO') and Notices to Flight Staff ('NTFS') and other relevant documents pertaining to a pilot's employment provided they are consistent with this Agreement.
conditional bid	a pilot's bid for a vacancy that is subject to certain conditions that the pilot requires to be met before his or her bid for a vacancy can be actioned by the Company.

Term	Meaning
contained pattern line	a pattern line built in such a way as to provide that all the patterns are contained within the bid period and do not overlap on the immediately following bid period.
credited hours	hours accrued in accordance with Chapter 7 but excludes AFDPs (clause 34.1).
de facto	the same or opposite sex partner of pilot with whom the pilot lives on a bona fide domestic basis.
deadheading	travelling on an aircraft on duty otherwise than as an operating member of a crew.
designated duty free day ('DDFD')	a designated calendar day commencing at midnight local time at the pilot's base or posting during which the pilot is not performing functions assigned by the Company or is not under the control or direction of the Company and is not required to be available for contact or to advise the Company of his or her whereabouts.
Divisor	<p>bid period divisor for a 56 day bid period (except as otherwise provided for in RM4.2.1), means a number between;</p> <ol style="list-style-type: none"> 1 for the B787 fleet 145 and 175; and 2 for all other fleets 160 and 180, except for the A350 and A330/A350 SFF categories, where a reduction in the planning divisor below 170 will trigger a reduction in the maximum divisor on a one-for-one basis to a lower limit of 175 (e.g. a planning divisor of 163 will result in a maximum divisor of 175); <p>determined by the Company after consultation with the Association, which determines the number of pattern lines to be constructed for each category at a base or posting and is used as a reference point for various provisions in this Agreement.</p> <p>For the purpose of translating the 56 day bid period divisor into a 28 day equivalent, the following formula will apply;</p> <ol style="list-style-type: none"> 1 Planning Divisor $\text{Planning Divisor}/56 \times 28$ 2 Actual Divisor $\text{Actual Divisor}/56 \times 28$ 3 Standard Window

Term**Meaning**

For the purpose of building pattern lines, the standard window will continue to apply on the basis that the maximum window is +/- 5 hours of the actual bid period divisor for the relevant category. However, for the purpose of 28 day equivalent bid periods, any plan to exceed the maximum window of +/- 2.5 hours will be subject to agreement between the Company and the Association.

personal divisor means the published line value when a pilot bids for and is allocated a pattern line outside the standard parameters (i.e. a bid qualified by 'NS', 'max' or 'min' or a combination of any of those) or where a pilot drops assignable time available hours in accordance with RM6.

planning divisor means the figure which is agreed between the Company and the Association to plan establishment. Unless otherwise agreed, the planning divisor will be:

- 1 for the A380 and B747 fleets, 175 [87.5] hours;
- 2 for the B787 fleet, 155 [77.5] hours. The B787 planning divisor may be varied between MGH for the B787 fleet (145) and maximum divisor for the B787 fleet (175) as agreed between the Company and the Association;
- 3 for the A350 and A330/A350 SFF categories, 170 [85.0] hours. The A350 and/or A330/A350 SFF planning divisor will be varied between MGH (160) and (170) based on the annual flying program projected pattern premium prior to advertising initial vacancies in accordance with clause 16.4.2.

A projected pattern premium of 4% or less will result in a planning divisor of 160. A projected pattern premium of 12% or more will result in a planning divisor of 170. A projected pattern premium between 4% and 12% will result in a planning divisor prorated between 160 and 170 (e.g. a premium of 8% will trigger a planning divisor of 165); and

- 4 for all other fleets, 170 [85] hours.

Domestic flying

flying on all Australian domestic routes, all Trans-Tasman routes as well as flying between:

- 1 Brisbane - Port Moresby - Brisbane;
 - 2 Brisbane - Noumea - Brisbane;
 - 3 Sydney - Noumea - Sydney;
 - 4 Perth - Denpasar - Perth; and
 - 5 any other city pair agreed between the Company and the Association.
-

Term	Meaning
downline disruption	a change or changes to a pattern that occur after a pilot reports for duty at his or her base, posting or localised line.
duty free period ('DFP')	a period of time at the pilot's base or posting during which the pilot is not performing functions assigned by the Company or is not under the control or direction of the Company and is not required to be available for contact or to advise the Company of his or her whereabouts. A duty free period is measured from the time a pilot is released from duty until the pilot is again on duty.
early closure of open time flying	the process used to allocate a pattern of open time flying prior to normal closure and which has been advertised for at least five (5) calendar days.
Easter Period	is the period from three days before Good Friday until the day after Easter Monday inclusive.
Element 1A	a component of pay which is paid to a pilot on a fixed roster to compensate for the loss of ability to earn AFDPs.
Element 1B	a component of pay which is paid to a pilot on a fixed roster to compensate for the loss of ability to bid for open time and generally accrue additional credited hours and bid period divisor variations.
Element 2	a component of pay which is paid to a pilot on a fixed roster in lieu of being paid personal training credits.
Element 3	a component of pay which is paid to a BLH to compensate for the loss of ability to earn AFDPs. <i>Note: Element 3 is referred to as 'Element 3B' in the decision in proceedings of the FWC B2011/3994 reported at [2013] FWCFB 317.</i>
Element 5	a component of pay which is paid to a pilot on a fixed roster to partially compensate for loss of ability to accrue allowances.
fixed roster line	a roster or part roster allocated to a Check and Training Captain ('CAT') or a Training Captain ('TC') prior to the opening of bids for the purpose of training and/or checking.

Term	Meaning
	A pilot will be considered to be on a fixed roster line only for that part of his or her roster that is pre-allocated.
Flight Operations	the Flight Operations Division of the Company.
full pattern line	a bid line which contains patterns, the credited hours of which total not less than the MGH.
FWC	the Fair Work Commission or any body that replaces or supersedes it performing a similar role.
immediate family or household	<ol style="list-style-type: none"> 1 The current or former spouse or de facto partner who lives or lived with the pilot on a bona fide domestic basis; 2 Parent or parent-in-law including step/adoptive/foster-parent of the pilot, current or former spouse or de facto partner; 3 Grandparent including step/adoptive/foster-grandparent of the pilot, current or former spouse or de facto partner; 4 Sibling or sibling-in-law including half/step/adoptive/foster siblings of the pilot, current or former spouse or de facto partner; 5 A child, adult child, adopted or fostered child, a step child, grandchild, step-grandchild, adopted or fostered grandchild or any other child or grandchild the pilot has the legal responsibility for. Legal responsibility means any child or step-child of the pilot: <ul style="list-style-type: none"> • of whom the pilot is guardian, or • for whom the pilot has parental responsibility under a law of the Commonwealth or this State, or • in relation to whom the pilot is an authorised carer within the meaning of the <i>Children and Young Persons (Care and Protection) Act 1998</i> (Cth).
initial vacancy	a promotional and/or type transfer vacancy advertised by the Company for a category that is anticipated to become available during a training block.
International flying	any flying that is not Domestic flying.

Term	Meaning
known flying	all flying of which the date of departure and date of return is known and for which a pattern can be constructed.
late closure of open time flying	open time flying that becomes known after closing time on the normal closure day of open time flying.
local night	a period of 12 consecutive hours, eight (8) hours of which fall between 2200 and 0800 local time.
Loss of Licence ('LOL') Insurance Plan	the loss of licence insurance plan maintained by the Company to cover a pilot who loses his or her licence on medical grounds. A copy of the insurance plan will be made available to all pilots.
low pattern line holder ('low PLH')	a pilot who after the 'bid line allocation process', is allocated a manually built pattern line (pursuant to RM4.2.3) containing projected credited hours with a value of at least 120 hours but less than the agreed lower limit of the standard window. Once the pilot achieves hours equal to or greater than the lower limit of the standard window, he or she will not be treated as a low PLH.
LWOP	leave without pay.
minimum base turnaround time ('MBTT')	a period of time immediately following the completion of a pattern at the pilot's base or posting during which the pilot is not required to perform functions allocated by the Company and/or is not under the control or direction of the Company.
minimum daily credit ('MDC')	the minimum value of credited hours per calendar day for all duties (and, with respect to ground duties, includes but is not limited to, all personal training duties, emergency procedures ('EPs'), standbys and simulator support sessions).
minimum guaranteed hours ('MGH')	145[72.5] credited hours for the B787 and 160[80] credited hours for other fleets each 56[28] day bid period (subject to any increase in the maximum divisor pursuant to RM4.2.1) except that: 1 MGH will not apply to a pilot accessing a carer's line pursuant to Chapter 15, and

Term	Meaning
	2 MGH for a flexi-line holder will be as set out in Chapter 14.
minimum pattern gap	for bid line allocation purposes, the gap between patterns which is one (1) day for each two (2) days away in a pattern, with a minimum value of one (1) day or as otherwise agreed between the parties.
most junior contactable pilot	the pilot who, when contacted by the Company, is assessed as being the most junior pilot on the day a standby or simulator support duty is to be performed.
normal closure of open time flying	0800 LST two (2) calendar days before the departure day of a pattern of open time flying, at which time the process commences for allocating the pattern.
ODTA	Overseas Daily Travelling Allowance as calculated in clause 28.
open time flying	known flying that is not contained in a pattern line or any flying in a pilot's pattern line for which the pilot holding such pattern line is not available or is ineligible to fly, and the flying will be listed as soon as Aircrew Scheduling becomes aware that it is open time flying.
parental leave	maternity, paternity or adoption leave.
passive credit	credited hours used for pay purposes only.
pattern	the planned itinerary of a trip.
pattern line	a bid line which contains patterns.
pattern line holder ('PLH')	a pilot who is allocated a pattern line.
pattern protection	a PLH to whom a pattern has been allocated by the Company and who is qualified in all respects to fly the pattern, but who loses time from the pattern through no fault of his or her own. The pilot will receive projected

Term	Meaning
	<p>credited hours for the scheduled pattern in accordance with Chapter 8. Pattern protection can be further defined into the following sub-categories:</p> <ol style="list-style-type: none"> 1 calendar day limited, i.e. where, with respect to the pattern that created the pattern protected occasion, the obligation to offset pattern protected hours is restricted to the period between 0001 local time on the first calendar day of the original pattern up to 2359 local time on the last calendar day of the original pattern; 2 pattern limited, i.e. where the obligation to offset pattern protected hours is restricted to the period between sign-on and sign-off with respect to the pattern that created the pattern protected occasion; 3 fixed, i.e. pattern protected hours do not have to be offset; 4 multi-offsettable, i.e. where the Company has multiple opportunities to require a pilot to offset pattern protection until all the pattern protected hours are offset; and 5 off-settable, i.e. where the Company may assign a fixed number of patterns or duties over a fixed period of time to offset pattern protection.
personal illness	illness or injury of a pilot but does not include illness or injury resulting from negligence or misconduct of the pilot, or illness or injury arising out of or in the course of employment which is compensable under workers' compensation legislation or the Company's personal accident insurance scheme.
personal leave	sick leave or carer's leave.
pilot	a Captain, First Officer ('F/O') or Second Officer ('S/O') employed by the Company pursuant to this Agreement.
Pilot Assessment Committee ('PAC')	a committee constituted under clause 27 for the purpose of assessing a pilot's suitability for training.
PL-NEW	Personal leave accrued in longhaul on or after 18 February 2020
PL-OLD	Personal leave accrued in longhaul prior to 18 February 2020

Term	Meaning
posting	a geographical location where a pilot is rostered to commence and finish his or her work for a finite period of more than 16 weeks up to a maximum of 104 weeks unless agreed otherwise with the Association.
pre-allocated flying	flying allocated before the known flying is made available for bidding to line pilots.
pre-allocated training	the allocation of training before the known flying is made available for bidding to line pilots.
primary caregiver	<ol style="list-style-type: none"> 1 having the responsibility for the care of an immediate family or household member who is sick, injured or disabled; or 2 having the responsibility for providing care to a child under school age; or 3 having the responsibility for care of a child under the age of 18 years of age as a sole parent, a sole guardian or a parent with custody on certain days; and <p>where another person is not also providing care for the same person.</p>
proffer line	<p>is a line of flying that:</p> <ol style="list-style-type: none"> 1 is proffered to, accepted and flown by a BLH for the bid period; or 2 a quantum of flying proffered to and flown by Administrative Supervisory Captains. <p>In both cases, the Captain who had proffered will be deemed to be a BLH for scheduling purposes.</p>
projected credited hours	the number of credited hours a pilot is projected to accrue during the bid period.
promulgate	<p>to make known to pilots in writing via the Company's NTFS publication which, in addition to being circulated in the normal manner, will be:</p> <ol style="list-style-type: none"> 1 sent to each pilot (if requested) when on approved annual leave, long service leave ('LSL') or LWOP; 2 sent to each base or posting; 3 posted on notice boards in relevant crew room(s);

Term	Meaning
	<p>4 sent to the Association's office; and</p> <p>5 transmitted by other agreed electronic means.</p>
relative adoption	(in the context of the parental leave provisions) occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of whole blood or half blood or by marriage).
residual vacancy	a vacancy resulting from the vacation of a position by a pilot who has been allocated an initial or additional vacancy.
S/O under Training ('SOT')	a new intake pilot undertaking S/O training.
Scheduling Committee	a committee established under RM2.2 comprising three (3) representatives of the Company's flight operations division (one of whom will act as chairperson) and three (3) representatives (who are also pilots) of the Association.
Short Haul Enterprise Agreement	the <i>Qantas Airways Limited Flight Crew (Short Haul) Enterprise Agreement 2020 (EBA8)</i> or any agreement that replaces it.
short pattern line holder ('short PLH')	a PLH who has not bid to lower the value of his or her pattern line and during the bid line allocation process, is allocated a pattern line containing projected credited hours with a value less than the lower limit of the standard window. Once the short PLH achieves hours equal to or greater than the lower limit of the standard window, he or she will not be treated as a short PLH.
SFF	Single fleet flying.
special leave	any leave allocated to a pilot that is not annual leave, LSL, personal leave, parental leave, compassionate leave, defence force leave or leave for jury duty.
spouse	the husband or wife of a pilot or the other party to a de facto relationship with a pilot and includes a former spouse.

Term	Meaning
STACR	Standard Technical Aircrew Reimbursement.
standard window	the standard window of hours ranging from a lower value to a higher value referenced to the actual divisor for the category which is used for the purpose of building pattern lines.
sufficiently qualified	a pilot has achieved and maintained the standards and experience required by the Aviation Regulatory Authority plus any special requirements set by the Company.
superannuation plan	the superannuation plan that the Company makes contributions to as a result of a pilot's employment with the Company.
supervisory pilot	a pilot who is classified by the Company within its administrative and training divisions as set out in Part 3.
TACM	Training and Checking Manual.
time available pilot	a PLH whose projected credited hours for the bid period are less than the credited hours in the pilot's original pattern line but are not less than 132 hours.
time zone	any of the regions of the globe which differ in local time from one another by one (1) hour (excluding daylight-savings). A time zone shifting by 30 minutes or less is considered half a time zone.
training block	a period of 12 months commencing on 1 July each year during which all initial promotional and/or type transfer vacancies are planned to be advertised and allocated in one (1) group.
transitional training	training undertaken by a pilot for a category change.
transitional training period	a period during which a pilot is undertaking training for a category change.

Term	Meaning
TRI-SO	a Type Rated Instructor Second Officer.
unknown flying	any flying of which the date of departure and date of return is not known, and for which a pattern cannot be constructed.
URTI	upper respiratory tract infection.
withhold from service	withholding a pilot from duty with written advice to the pilot specifying who, on behalf of the Company, has authorised the withholding, the reason/s for the withholding and the effective date and time of the withholding.

PART 2 - EMPLOYER'S AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

15 Employment Terms

15.1 Company orders or instructions

15.1.1 A pilot will:

- (a) carry out all Company orders or instructions which are not inconsistent with this Agreement; and
- (b) observe instructions and requirements contained in Company manuals.

15.1.2 All orders to pilots regarding positions, allocation to aircraft type, promotion, demotion and leave of absence will be given or confirmed by the Company in writing.

15.2 Rostering and hours of work

15.2.1 The Company will roster and schedule pilots in accordance with the provisions of this Agreement.

15.2.2 Any questions or issues arising regarding rostering will be addressed on a consultative basis between the Company and the Association.

15.3 Exclusive service

Unless the Company gives its written consent, a pilot will not, during the period of employment, fly an aircraft except in the service of the Company. Any personal flying that a pilot is permitted by the Company to carry out in his or her own time must not prejudice the pilot's availability to the Company.

15.4 Work organisation

15.4.1 The Company may establish, discontinue or re-establish bases or postings anywhere within its network, including the continental limits of Australia and overseas.

15.4.2 The Company may employ its pilots, and the pilots will serve the Company, in any part of the world where the Company may from time to time be operating.

15.5 Probationary periods

15.5.1 A pilot will be on probation for the period from the date of appointment with the Company until 12 months from the date of the pilot's status as a line S/O, or the completion of the fourth recurrent training session, whichever is the later.

15.5.2 Probation may be extended by any period of absence through the personal leave of the pilot or by any period of LWOP.

15.6 Stand-down provisions

The Company may deduct payments from the pay of an Australian based pilot for any day the pilot cannot be usefully employed because of any strike, stoppage or other limitation of work for which the Company cannot be held responsible, subject to the following conditions:

- 15.6.1 a pilot can only be stood down at his or her base or posting in Australia;
- 15.6.2 if the Company proposes to stand down a pilot, it must notify the pilot accordingly;
- 15.6.3 during the period the notification remains in force the pilot will be deemed to be

stood down for the purpose of this clause 15.6;

- 15.6.4 a pilot who is stood down under this clause 15.6 will be treated for all purposes (other than pay) as having continuity of employment despite having been stood down;
- 15.6.5 a pilot who is stood down under this clause may, at any time during the stand down period, terminate employment with the Company at the pilot's initiative without notice;
- 15.6.6 a pilot who terminates employment with the Company under clause 15.6.5:
 - (a) is entitled to receive, as soon as practicable, all pay and allowances to which the pilot is entitled up to the time of termination; and
 - (b) will, for all purposes (other than pay in lieu of notice), be treated as if the pilot's employment had been terminated by the Company without default of the pilot;
- 15.6.7 a pilot who is stood down under this clause 15.6 may take other employment;
- 15.6.8 if a pilot takes other employment during the stand down period and receives notification that he or she is required for duty with the Company, it will be a reasonable excuse for not reporting for duty if the pilot's other employment requires a period of notice of termination not exceeding two (2) weeks;
- 15.6.9 if the Company proposes to stand down a pilot under this clause 15.6, the pilot may elect to take any accrued annual leave entitlements during the stand down period; and
- 15.6.10 the Association reserves the right to refer any dispute arising from deductions from pay under this clause to the FWC.

15.7 Termination of employment

15.7.1 Notice of termination

- (a) In order to terminate the employment of a pilot the Company or the pilot will give 28 days' notice in writing (14 days for a SOT) except that notice by the Company will increase by one (1) week if the pilot is over 45 years of age and has completed two (2) years of continuous service.
- (b) Payment in lieu of the notice prescribed in clause 15.7.1(a) may be made to the pilot.
- (c) A pilot will forfeit pay in lieu of tendering notice as prescribed in clause 15.7.1(a) provided, however, the period of notice prescribed may be reduced or waived by agreement between the Company and the pilot.

15.7.2 Summary dismissal

The Company has the right to dismiss a pilot without notice for misconduct or other sufficient cause, in which event the pilot will only be paid up to the time of dismissal.

15.7.3 Notice periods when pilots are outside Australia

- (a) Where the Company gives notice of termination to a pilot who is outside Australia, the notice period will not be deemed to have commenced until the pilot has returned to his or her base unless the pilot and the Company agree otherwise.
- (b) Where a pilot who is outside Australia gives notice of termination to the Company, the period of notice will begin from the date the notice is given.
- (c) Pilots posted away from their base to be returned to their base at the Company's expense.

- (d) If the employment of a pilot who is away from his or her base is terminated by either the Company or the pilot, the Company will bear the expense of returning the pilot, his or her spouse (if any) and the pilot's dependent children who are under 21 years of age to his or her base by air.
- (e) Travel will be by a service or route determined by the Company and, wherever possible first class passages will be arranged and accepted to ensure arrival at his or her base before the period of notice expires.

15.7.4 **Terminating employment to join another airline**

If a pilot gives notice of termination to the Company in order to join another airline, the pilot will be entitled to the benefit of clause 15.7.3(c) to enable completion of the contract of employment within the period of notice.

15.8 **Withholding pilots from service**

15.8.1 **When a pilot may be withheld from service**

A pilot may be withheld from service by the Company for the following reasons:

- (a) following an aircraft accident or incident in which the pilot may have been involved;
- (b) lack of proficiency;
- (c) failure to meet a recognised responsibility to the pilot's duties; or
- (d) pending final resolution of a matter which is subject to disciplinary procedures.

15.8.2 **Pay arrangements when withheld from service**

(a) **Pattern protection pending an investigation**

A pilot who is withheld from service following an aircraft accident or incident will continue to be pattern protected (and paid as though the pilot had continued to work his or her bid line) pending the outcome of an investigation into the accident or incident.

(b) **Repaying overpaid monies if negligence is attributable to the pilot**

If, following investigation into the aircraft accident or incident, negligence is attributable to the pilot and a penalty (which may include suspension without pay) is assessed, the pilot will make a mutually satisfactory arrangement with the Company to repay any monies overpaid under clause 15.8.2(a). If no satisfactory arrangement is agreed upon, the Company may deduct the amount of overpaid monies from the pilot's next available earnings or from any monies due on termination of the pilot's services.

(c) **Lack of proficiency or failure to meet recognised responsibilities**

A pilot who is withheld from service due to lack of proficiency or a failure to meet a recognised responsibility to his or her duties will not be entitled to pattern protection.

15.9 **Agreed steps for managing a surplus**

The assignment of leave will only be used as a mechanism of last resort in the management of surpluses. The following steps (a) to (h) (in that order) will be used in relation to the assignment of leave, reduction in numbers and redundancy:

- (a) bid period divisor variation to a minimum;
- (b) award LSL;

- (c) award annual leave;
- (d) consult with the Association as to whether step (g) should be implemented before, after, or at the same time as (e) and/or (f);
- (e) assign annual leave;
- (f) assign LSL;
- (g) reduction in numbers;
- (h) redundancy.

Note: The practical application of the steps may result in steps (b) and (c) being implemented prior to step (a).

15.10 Redundancy

15.10.1 Minimising compulsory redundancy

- (a) Subject to this Agreement, the Company will manage all necessary pilot reductions in a manner aimed at minimising the need for compulsory redundancies by considering all reasonable alternatives, including natural attrition, LWOP, voluntary redeployment, voluntary secondment and voluntary redundancies. All reasonable alternatives will be exhausted before issuing notices for compulsory redundancy.
- (b) Further, prior to issuing a notice of compulsory redundancy the Company will, pursuant to clause 9, consult with the Association on the measures taken to minimise the need for compulsory redundancy.

15.10.2 Scope of operation

- (a) Where the Company has, after taking all reasonable steps to manage a surplus of pilots without resorting to compulsory redundancy, made a decision to issue notice of compulsory redundancy, the Company:
 - (i) will inform the Association of this decision and provide the Association with the latest recent applicable seniority list(s); and
 - (ii) will determine the number of redundancies that are necessary and the effective date for such redundancies.
- (b) The Company may make pilots compulsorily redundant, which will occur in reverse order of seniority – that is, on a last on first off basis except that the Company may ‘pass over’ a pilot who is on LWOP and that period of leave commenced prior to the issuing of the notice of compulsory redundancy and was approved for a period of more than 12 months. Where a pilot is on LWOP that was not approved prior to the issuing of notices of redundancy and that period of LWOP was approved for a period of less than 12 months then:
 - (i) the Company may extend the minimum period of notice to the day on which the pilot returns from LWOP; and
 - (ii) the Company will not be required to make the pilot redundant if on the date of redundancy the pilot, if made redundant, would be eligible for an offer of re-employment under clause 15.10.19.

15.10.3 Voluntary redundancy

- (a) The Company may, at its discretion, offer voluntary redundancies prior to making pilots compulsorily redundant. Prior to final determination of the package to be offered, the Company will meet, as a minimum, its obligations pursuant to clause 9 to consult with the Association on details of the package and, in addition, provide the Association the opportunity to negotiate, in good faith, the package to be offered. The Association acknowledges that the package to be offered in the case

of voluntary redundancies by the Company is ultimately at the Company's discretion.

- (b) Additionally, the Company will have the right to identify which pilots or groups of pilots will be offered the opportunity to apply for voluntary redundancy and will have the final decision on which pilots are made voluntarily redundant.

15.10.4 **Notice of termination due to redundancy**

- (a) The Company must give a pilot at least three (3) months' notice of termination due to redundancy provided, that the combined period of notice and the redundancy entitlement specified in clause 15.10.5 will not be less than 26 weeks. Notice must, at a minimum, be in writing by way of letter to each respective pilot sent to his or her nominated residential address and placed in his or her Company mailbox.
- (b) By agreement with an individual pilot, a notice of redundancy may be paid out, varied or withdrawn.

15.10.5 **Redundancy entitlement**

The following package will apply to a pilot who is made compulsorily redundant:

- (a) three (3) weeks' pay for each completed year of service up to and including five (5) years' service, with a minimum of four (4) weeks' pay;
- (b) four (4) weeks' pay for each completed year of service in excess of five (5) years; and
- (c) pro-rata payment for each completed month of service.

Calculation of service does not include any period or periods of LWOP. The payments set out in this clause 15.10.5 do not include payment in lieu of notice.

15.10.6 **Pay calculation**

For the purposes of this clause 15.10, 'a week's pay' means the applicable MGH for a full time pilot multiplied by the applicable hourly rate but does not include AFDP or allowances. Any redundancy payments for pilots who are or have been flexi-line or carer's line holders will be calculated on the full time equivalent pay with the period of service being adjusted by reference to the part time period (i.e. for flexi-line holders, by reference to their nominated MGH and for carer's line holders, by reference to their nominated percentage).

15.10.7 **Maximum redundancy payment**

The maximum payment for redundancy will be 95 weeks' pay, provided that the maximum redundancy payment for a pilot whose current period of service commenced prior to October 1996 will be 104 weeks.

15.10.8 **Annual leave**

Payment for annual leave on termination will be made in accordance with this Agreement.

15.10.9 **LSL**

Pro-rata LSL will be paid to pilots with more than 12 months' continuous service. Payment for LSL will be in accordance with this Agreement.

15.10.10 **Superannuation**

If applicable, superannuation payments will be in accordance with the Rules of the Qantas Airways Limited Staff Superannuation Plan including full vesting of the Company's contributions with interest at the 'Credited Interest Rate' or 'Interim Credited Interest Rate' as provided in the Plan Trust Deed.

15.10.11 **Staff travel**

The staff travel benefits that apply to redundancy as outlined in the Company's Staff Travel Policy Manual as varied from time to time will apply.

15.10.12 **Company certificate of service**

A statement of service will be issued to each redundant pilot, indicating the pilot's length of service, detailing all positions held from the time of commencing employment with the Company and that he or she was retrenched by the Company. This certificate can be collected from the Company on the pilot's last day of employment.

15.10.13 **Notification to relevant authorities**

The Company will notify relevant authorities as soon as possible of relevant information in respect of those pilots who are compulsorily retrenched and arrange visits by relevant authorities to appropriate Company premises.

15.10.14 **Outplacement services**

The Company will provide an outplacement service for all retrenched pilots. Full regard will be had to the qualifications, skills and experience of each pilot and will include a detailed work history of the pilot and assistance towards the preparation of a curriculum vitae. This service will include advising the pilot of employment opportunities existing with other airline operators within and outside Australia and other employment fitting the particular qualifications, skills and experience of the pilot. Where practicable, outplacement services will be provided during any period of special paid leave that may be granted and before cessation of employment with the Company.

15.10.15 **Ground training opportunities**

- (a) For pilots who have been made compulsorily redundant, the Company will provide an administrative procedure for the consideration of alternative training or employment opportunities for pilots within ground staff positions.
- (b) This procedure will clearly state what qualifications and experience are necessary before retraining for a ground position would be considered.
- (c) The opportunities for retraining will be based upon the operational requirements of the Company and the availability of ground positions.
- (d) Entitlements accumulated at the time of training (e.g. superannuation, annual leave, personal leave, LSL) will be portable to any ground position.
- (e) For pilots who are redeployed to a ground staff position, the Company will provide pay maintenance for a period of six (6) months commencing from the date the pilot commences work as a ground staff employee. Pay maintenance will be calculated at MGH.

15.10.16 **Financial counselling**

- (a) Pilots made redundant or who have expressed an interest in applying for voluntary redundancy will be provided with a detailed estimate of their redundancy pay and superannuation entitlements.
- (b) Pilots who are made redundant will have access to financial counselling which where practicable will be provided during a period of special paid leave.

15.10.17 **Welfare services**

The services of the Company's Employee Assistance Program will be available on request for an appropriate period to any pilot who is compulsorily retrenched.

15.10.18 Redundancy list

- (a) A pilot who is made compulsorily redundant will have his or her name placed on a list of redundant pilots ('redundancy list').
- (b) A pilot must advise the Company and provide contact details no later than 1 April in each calendar year to maintain a position on the redundancy list.

15.10.19 Re-employment following redundancy

- (a) Pilot(s) on the redundancy list will be offered re-employment using the details provided under clause 15.10.18 in seniority order if a position as a pilot becomes available provided that:
 - (i) If an offer of re-employment is rejected by the pilot for reasons other than an obligation to provide a minimum period of notice to the pilot's current employer or for compassionate reasons accepted by the Company, the pilot may be removed from the redundancy list;
 - (ii) The offer of re-employment will be subject to the pilot holding a Class 1 aviation medical certificate at the time of re-employment;
 - (iii) The date on which the offer of re-employment becomes effective may be slid by the Company within a training year if this enables the pilot to be allocated to his or her previous aircraft type.
- (b) A pilot re-employed will resume the relative position on the pilot seniority list that he or she occupied as at the time of termination of employment due to redundancy.
- (c) Service for the purpose of calculating any future redundancy benefit would commence from the date of re-employment.

15.11 Suspension from duty

The Company may suspend a pilot from duty without pay if:

- (a) the pilot's passport or other travel documents are invalid;
- (b) the pilot's licence is suspended or withdrawn by the Aviation Regulatory Authority for any reason other than the pilot's medical disability; or
- (c) the pilot negligently fails to be sufficiently qualified.

15.12 Bonds

Upon commencement of employment a pilot may be bonded by the Company for an amount not exceeding \$30,000 to remain in the employ of the Company for a period not exceeding three (3) years. If a pilot terminates his or her employment and as a result fails to serve the required three (3) year period, the amount payable under the bond will be pro-rated to the unexpired period of the bond (unless for compassionate reasons the Company has exercised its discretion to waive the amount or any portion of the amount payable).

15.13 Company's right to deduct overpayments from pay or allowances

15.13.1 Company may deduct overpayments subject to conditions

The Company is entitled, subject to clause 15.13.2, to deduct from the pay or allowances due to a pilot any overpayment of pay and allowances including:

- (a) meal allowances;
- (b) living allowance or other similar allowances;

- (c) any unauthorised expenses paid or payable by the Company on behalf of a pilot; and
- (d) any balance outstanding of any advance of money made by or on behalf of the Company to a pilot.

15.13.2 Conditions to be satisfied before any deduction can be made

- (a) Before a deduction can be made, the following conditions apply:
 - (i) within 12 months of the overpayment or unauthorised expense occurring the Company will give written notice to the pilot of the details of the amount outstanding and how a deduction is proposed to be made;
 - (ii) a pilot may notify the Company of his or her objection to the proposed deduction within 30 days of receiving the Company's notice, unless alternative arrangements are agreed between the Company and the pilot; and
 - (iii) if the pilot disputes the amount outstanding, the pilot must notify the Company in writing within seven (7) days of receiving the Company's notice that he or she wishes to grieve the matter under the grievance procedure provisions in this Agreement.
- (b) A pilot's failure to notify the Company of any objection to the proposed deduction will result in the pilot waiving his or her right to dispute the deduction.

15.14 Access to personal records

- 15.14.1 The Company will upon request arrange for a pilot to inspect his or her personal file and/or training file during normal office hours. With the written consent of a pilot, a representative of the Association is entitled to inspect the pilot's personal file and employment record.
- 15.14.2 If any adverse comment which, in the opinion of the Company, is liable to be detrimental to the pilot concerned, is to be placed on that pilot's personal file, the Company will notify the pilot and furnish the pilot with a copy of such document and the pilot will have the right to place on the file any written comment relating to the matter.

15.15 Uniforms

- 15.15.1 The Company will at its own cost provide each pilot with a uniform and will from time to time replace it as may be necessary as a result of fair wear and tear on duty. Alternatively, the Company may at its discretion provide an adequate monetary allowance in lieu of providing a uniform or replacing any part of it.
- 15.15.2 Each pilot will wear the uniform on duty as and when required by the Company and will, at the pilot's own cost, replace it if such replacement becomes necessary otherwise than as a result of fair wear and tear whilst on duty or travelling to or from duty.

15.16 Ordinary hours of work

- 15.16.1 When a pilot is allocated or chooses to perform ground duties, for example pre maternity leave or a workplace return to work program:
- 15.16.2 the ordinary hours of work for the performance of ground duties is 38 hours per week; and
- 15.16.3 the rate of pay is divisor for the pilot's category (pro-rated where appropriate).

15.17 Personal contact details

Each pilot will provide to the Company his or her personal contact details including home address (not a post office box) and, where available, a home phone number, a mobile phone number and a personal email address and will update the personal contact details within 21 days of any of the details changing.

16 Seniority

16.1 General provisions

16.1.1 Seniority is a pilot's length of continuous service

Subject to the Integration Award and clauses 16.1.5 and 16.1.6, seniority is the length of continuous service as a pilot with the Company as recognised in the Seniority List published each year pursuant to the provisions of this Agreement.

16.1.2 When seniority commences to accrue and preservation of seniority for certain groups of pilots

- (a) Subject to clauses 16.1.2(b) and 16.1.2(c), the seniority of pilots will commence to accrue from the date contained in the Company's letter of appointment to the pilot.
- (b) At various times, separate arrangements in relation to seniority have been negotiated and agreed for various groups of pilots. These arrangements are:
 - (i) LOAs 80 and 84 in respect of staff employed as simulator and ground instructors;
 - (ii) LOA 101 and clause 13.1.9 to EBA 6 in relation to FEOs who retrained as pilots;
 - (iii) LOA 147 in respect of pilots employed from the Company's regional subsidiaries;
 - (iv) LOA 161 and the agreement reached between the Company and the Association as part of the settlement reached for EBA 7 (as varied and extended) in respect of pilots employed after completing a cadet program; and
 - (v) The Integration Award in respect of pilots employed as a consequence of the merger with Australian Airlines.
- (c) For the avoidance of doubt, the arrangements put in place for the various groups remain in force as at the date of this Agreement and it is the intention of the parties that they remain in force as if the LOAs, clause 13.1.9 of EBA 6, the Integration Award and any other relevant document formed part of this Agreement.

16.1.3 Relative seniority of pilots with the same date of appointment

Formula agreed between the Company and the Association

The relative seniority of pilots with the same date of appointment will be based on qualifications as at the date of appointment and determined in accordance with the following formula:

- (a) if all pilots are general intake pilots, their relative seniority will be determined in descending order of aeronautical experience except for pilots with equal aeronautical experience, relative seniority will be determined in descending order of age;

- (b) if all pilots are cadets, relative seniority will be determined in the order of merit in which they graduate. Where a course is undertaken by groups of cadets at more than one (1) flying training organisation, the whole course group will be deemed to have graduated together on the graduation date of the last group; or
- (c) if the pilots are a mixture of general intake and cadets, relative seniority of general intake pilots will be determined first in descending order of aeronautical experience followed by cadets in graduation merit order except that the seniority of a cadet with more than 500 hours aeronautical experience will be determined relative to the seniority of general intake pilots in descending order of aeronautical experience.

16.1.4 Seniority continues to accrue during supervisory appointment or secondment

A pilot whose name appears on the pilots' seniority list will continue to accrue seniority during the period of service as a pilot with the Company, including any service as a supervisory pilot and during any period of secondment as a pilot by the Company to another airline operator.

16.1.5 Seniority continues to accrue when a pilot is transferred to non-flying duty because of personal illness

A pilot transferred to non-flying duty on account of a personal illness will continue to accrue seniority whether or not the licence required for the pilot's status is maintained (except where his or her licence has been cancelled), until the pilot is able to return to flying duty, or until the date of retirement on medical grounds. Where a pilot's licence is cancelled, the pilot's name will be removed from the pilot's seniority list unless the pilot successfully appeals to the Aviation Regulatory Authority against the cancellation in which case service will be regarded as continuous.

16.1.6 Seniority does not accrue when a pilot is transferred to non-flying duty unless the pilot maintains a licence

A pilot transferred to non-flying duty will cease to retain seniority on the pilots' seniority list except where the pilot maintains an Airline Transport Pilot's Licence or where there is a written agreement between the Company and the Association that the pilot will retain, and may continue to accrue, seniority in whole or in part.

16.1.7 Seniority ceases on termination of employment or acceptance of another position with the Company

Seniority will cease on the termination of a pilot's service with the Company or on the date a pilot accepts a permanent appointment, other than as a pilot, with the Company.

16.1.8 Seniority starts again on re-employment after termination unless the pilot is being reinstated

A pilot who is re-employed by the Company as a pilot after having had his or her employment terminated will commence to accrue seniority from the date of reemployment, unless the re-employment constitutes reinstatement, in which case service will be deemed to be unbroken.

16.1.9 Seniority order

Seniority order in relation to an offer, award or assignment means, unless specified otherwise:

- (a) for an offer or award, from most senior to least senior; and

- (b) for an assignment, from least senior to most senior ('reverse seniority').

16.2 Pilots' seniority list

16.2.1 Each pilot's seniority by number, name and status

The seniority list will be promulgated by the Company and will contain the number, name, status and operative date of each pilot's seniority, arranged and numbered in order of seniority.

16.2.2 Adding names to the seniority lists

The names of pilots will be added to the lists in numerical sequence in order of the operative date of their seniority.

16.2.3 Seniority lists updated and promulgated each year

The pilots' seniority lists will be brought up to date effective 1 July of each year and promulgated within 30 days after that date.

16.2.4 Objection to seniority list on grounds of error or omission

A pilot's objection to the seniority list on the grounds that the list contains an error or omission must be filed with the Company within 60 days after the date of promulgation of the list in which the error or omission is alleged to have occurred.

16.2.5 Objections to be promulgated

Any objection made under clause 16.2.4 will be promulgated forthwith for the information of all pilots.

16.2.6 Issuing a revised list if objection upheld

If the objection is upheld a revised list will be issued and this revised list will be final, and will be accepted as correct for all purposes of this Agreement.

16.2.7 No right of objection if period for making objection has lapsed

Any incorrect listing or any other discrepancy on the annual list which is not objected to in accordance with clause 16.2.4 cannot subsequently be the subject of an objection in any later annual listing (except that typographical or clerical errors can be corrected at any time).

16.3 Letters of preference

16.3.1 Letters of preference to specify a preference for a vacancy

A letter of preference may be used to specify preference for:

- (a) a category vacancy;
- (b) vacancies at a base; or
- (c) vacancies at a posting.

16.3.2 How to file a letter of preference

A letter of preference must be submitted and updated as desired by the pilot in the manner specified by the Company.

16.3.3 Keeping a letter of preference current

It is a pilot's responsibility to ensure that his or her letter of preference is current at all times.

16.3.4 Bidding for a specific vacancy will take precedence over a letter of preference

A pilot who wishes to bid for a specific vacancy can submit a written application (quoting the reference number of the promulgated vacancy) to the Company.

The written application will take precedence over the pilot's letter of preference but only in relation to that specific vacancy.

16.4 Application of seniority

16.4.1 Seniority determines the order of selection for promotion, transfer to base, posting or aircraft type, and demotion or termination if redundancies occur

(a) Pilots who are sufficiently qualified

Without limiting any other provision of this Agreement and provided that in each case the pilot is sufficiently qualified to undertake the training or duty required, seniority will determine the order of selection of pilots for:

- (i) promotion;
- (ii) transfer to a base;
- (iii) transfer to a posting;
- (iv) transfer to, and status on, an aircraft type; and
- (v) demotion or termination if redundancies occur.

(b) Pilots who are not considered to be sufficiently qualified

If the Company considers that a pilot who applies for a vacancy is not sufficiently qualified (refer clauses 17.5.4 and 26.1) to undertake the training or duty required, the Company will advise the pilot accordingly.

16.4.2 Advertising initial vacancies

The Company will advertise all initial vacancies planned for a training block by 15 April each year. Each advertised vacancy will specify the bid period in which training is expected to commence and, if possible, the planned date on which the training course is to commence.

16.4.3 Closing date for bids

Bids (either by way of letter of preference or a bid for a specific vacancy) for the advertised initial vacancies will close at 1000 (Sydney LT) on 8 May each year (or, if 8 May is not a business day, on the first business day after 8 May) ('closing date').

16.4.4 Awarding vacancies in order of seniority

- (a) Subject to 16.4.4(b), all initial and residual vacancies will be awarded in order of seniority to sufficiently qualified pilots from the letters of preference held on file or bids for specific vacancies received by the Company by the closing date.
- (b) The first 90 Captain and first 90 First Officer vacancies in the respective A330/A350 SFF categories will be reserved in seniority order for A330 qualified crew in the same rank and base as the A330/A350 SFF vacancies. If insufficient bids are received from A330 pilots in the relevant rank and base then 16.4.4(a) applies.

16.4.5 Assigning vacancies in reverse order of seniority

If there are no letters of preferences on file or bids for specific vacancies, initial and residual vacancies will be assigned to sufficiently qualified pilots in reverse order of seniority.

16.4.6 Conditional bids

The Company will endeavour to honour conditional bids, subject to Company requirements. Conditional bids will be considered in seniority order and training commencement dates will be in order of seniority, subject to clause 16.4.12.

16.4.7 Date by which vacancies will be allocated and promulgated

All initial and residual vacancies will be allocated, and the names of successful trainees promulgated, by 8 June each year. The promulgation notice will specify the bid period in which training is expected to commence and, if possible, the planned date on which the training course is to commence.

16.4.8 Date for training courses to commence and notice to pilots

The Company will give a pilot at least three (3) weeks' written notice of the date on which his or her training course is to commence unless otherwise agreed between the Company and the Association.

16.4.9 Provisional allocation of vacancy subject to pilot being cleared for training

A pilot who is not considered to be operationally suitable for training (refer clauses 17.5.4, 17.5.5, 26.1 and 27) but who has had a time fixed for a review, may be provisionally allocated a vacancy, with a training course date scheduled to take place after the review date. If the pilot is cleared for training, the vacancy will be confirmed. If the pilot is not cleared for training, the vacancy will be re-allocated from letters of preference held on file at the time the decision that a pilot is not cleared for training, is made.

16.4.10 Bidding for, and award of, a vacancy in a lower or equal category

(a) Pilot's right to bid

A pilot may bid for a vacancy in a lower or equal category.

(b) Award of a vacancy is at the Company's discretion

An award of a vacancy in a lower or equal category is at the Company's discretion.

(c) Once only right to bid for, and be awarded, a vacancy in a lower category

(i) A pilot can only exercise the right to bid for, and be awarded, a vacancy in a lower category on one (1) occasion. Provided the pilot meets the criteria agreed between the Company and the Association, the vacancy will be awarded.

(ii) An award of such a vacancy in a lower category but within the same status, will only be made if the pilot has had five (5) years of completed service in his or her current category and undertakes to give a two (2) year return of service in the new category.

(iii) The Chief Pilot has discretion as to the timing of the transfer, taking into account the Company's ability to release the pilot from his or her current category.

(d) Bidding from a category in surplus

Clause 16.4.10(c) is not exercised in the case of a pilot bidding to a lower category in a reduction in numbers process.

16.4.11 Assigning emergency temporary vacancies

In an emergency, temporary vacancies at a base and/or on an aircraft type may be assigned in accordance with clauses 18.1.5 or 19.5 respectively to the most junior qualified pilot.

16.4.12 **Training out of seniority order**

Pilots will be trained in seniority order unless operational requirements or training constraints (e.g. the need for 'pairing') necessitate a variance to that order, in which case the Company will advise the Association of the reasons before promulgating the allocated vacancies.

16.4.13 **Additional vacancies created by a training failure**

If an additional vacancy is created during a training block due to a pilot's failure of a training program, the Company will fill the training vacancy from letters of preference held on file at the time the additional vacancy is created.

16.4.14 **Increased training requirements**

- (a) If additional initial vacancies arise due to an increased requirement for pilots in any category after vacancies for a training block have been allocated and promulgated, the additional vacancies will be awarded in order of seniority (or assigned in reverse seniority order) to sufficiently qualified pilots from the letters of preference held on file at the time the vacancies arise.
- (b) If the number of additional vacancies exceeds seven (7) in any category, they will be advertised (with a four (4) week period in which pilots can submit a bid for a specific vacancy) unless otherwise agreed with the Association provided there is sufficient time to advertise and allocate the vacancies.
- (c) A pilot who has already been allocated a training vacancy that was not his or her first preference and who has not commenced training, can elect to be allocated to a vacancy that is his or her higher preference.

16.4.15 **Release from a vacancy and re-allocating the vacancy**

- (a) The Chief Pilot (or designate) may release a pilot from an allocated vacancy.
- (b) Unless released on compassionate grounds, a pilot may be denied an allocation of another vacancy for a period of not more than 12 months from the promulgated date of the vacancy from which he or she is released.
- (c) The vacancy will be re-allocated from letters of preference held on file at the time of the re-allocation. The re-allocation of the vacancy in this circumstance will not require the remaining vacancies in the same category, for which pilots have not commenced training, to be re-ordered.

16.4.16 **Re-scheduled or deferred training course dates**

- (a) Training course dates may be re-scheduled within a training block.
- (b) A training course that is deferred beyond the end of the relevant training block will be deemed to be cancelled unless the Company and the Association agree to continue to defer it into the next training block.

16.4.17 **Cancelled training course dates**

- (a) If the number of pilots remaining to be trained in a training block need to be reduced, any pilot assigned to a vacancy will first be released from the vacancy and then the principle of reverse order of seniority will apply.
- (b) Where a pilot's training course is cancelled, any remaining pilots who have not commenced training will be subject to an adjustment of the remaining training course dates in that category.

- (c) If a pilot's training course date is cancelled and a less senior pilot has been trained or has commenced training for a vacancy in the same category, the untrained pilot will be allocated the first training course in the same category in the next group of allocations.

16.4.18 Re-bidding for vacancies where seven (7) or more training courses are cancelled

If seven (7) or more initial vacancies in a category are cancelled within a training block, a re-bid will take place for all vacancies where training has not commenced. Details of the cancelled training and re-bid will be advised to pilots after consultation with the Association, allowing pilots sufficient time to update their letters of preference or submit a bid for a specific vacancy.

16.4.19 Awarding a vacancy in a lower status

If a pilot is awarded a vacancy in a lower status due to Aviation Regulatory Authority requirements, the pilot will retain staff travel entitlements applicable for his or her prior higher status.

16.5 By-pass

16.5.1 By-pass principles

(a) Exception to the allocation of vacancies under clause 16.4

Vacancies for promotion or transfer to a higher rated aircraft type will be allocated in accordance with clause 16.4 except where the Company proposes to by-pass a pilot within the terms of this clause 16.5.

(b) By-pass must be for operational reasons

A proposal to by-pass a pilot must be for operational reasons.

(c) Consultation with the Association before by-pass can take place

When the Company proposes to by-pass a pilot, the Company will notify and consult with the Association before any by-pass takes place.

(d) Who will be allocated the vacancy if a pilot is by-passed?

Where a pilot is to be by-passed, the Company will allocate the particular vacancy to the pilot who:

- (i) is next most senior to the pilot being bypassed;
- (ii) is sufficiently qualified for the vacancy;
- (iii) is entitled to the vacancy subject to clauses 16.6.2, 16.6.3, 16.6.4 and 16.6.5; and
- (iv) for operational reasons, is not to be by-passed.

(e) By-pass on the basis of one for one

By-pass pay entitlements will accrue on the basis of one for one. This means that the number of pilots entitled to by-pass pay and deferred training vacancies will equal the number of vacancies allocated, for operational reasons, to less senior pilots.

16.5.2 Circumstances where by-pass pay accrues as an entitlement

(a) Where a pilot's vacancy for promotion or transfer is deferred

In circumstances where:

- (i) a pilot's bid for a vacancy for promotion or transfer to a higher rated aircraft type is successful but is deferred for reasons other than those set out in clause 16.5.3; and
- (ii) the pilot is by-passed for the promotion or transfer by a less senior pilot,

the pilot will accrue, as an entitlement, by-pass pay calculated in accordance with clause 16.5.4 from the date the less senior pilot commences training plus an agreed training period.

In circumstances where a pilot has an entitlement under this clause and the deferred vacancy is subsequently cancelled, the entitlement to by-pass remains.

(b) **Where a pilot's allocated vacancy is cancelled and the pilot is not allocated another vacancy in the same category within 12 months**

In circumstances where:

- (i) a pilot's allocated vacancy is cancelled; and
- (ii) the pilot is not allocated another vacancy and commenced training in the same category within 12 months of the date when his or her seniority had entitled the pilot to commence training in accordance with his or her bid; and
- (iii) the pilot has been allocated a vacancy commencing no later than his or her seniority would normally dictate (for example, not delayed by a pilot's specific bid or not being cleared by the Company as operationally suitable); and
- (iv) a more junior pilot has been trained in accordance with clause 16.4.12 (i.e. not as a result of a pilot's specific bid);

the pilot will accrue by-pass pay calculated in accordance with clause 16.5.4 commencing from Day 1 of the training block immediately following the training block in which the vacancy was cancelled, unless the pilot bids for and is allocated a training vacancy in a different category.

16.5.3 Circumstances where by-pass pay will not apply

- (a) The Company may reject a pilot's bid for a vacancy for promotion or transfer to a higher rated aircraft type because the pilot:
 - (i) is not sufficiently qualified;
 - (ii) has failed to reach the required standard of proficiency;
 - (iii) is subject to a period of demotion;
 - (iv) is subject to the provisions in clauses 16.6.2, 16.6.3, 16.6.4 and 16.6.5; or
 - (v) is subject to the provisions of clause 19.6.
- (b) The Company will advise the pilot of the reason or reasons and the pilot will be eligible to bid for, and be awarded, subsequent promotional or transfer vacancies when the reason or reasons for the initial rejection cease to apply.

16.5.4 By-pass pay calculation

By-pass pay accrued each bid period (and pro-rated where applicable) for a pilot will be based on the higher of the pilot's existing category pay entitlement and the pay calculated in the new category based on the following:

- (a) When allocated a pattern line in the pilot's current category:
 - (i) 1105 credited hours divided by 6.5; plus
 - (ii) Elements 1A and 1B. (For the purpose of this clause 16.5.4, Element 1A is the average of the AFDPs of PLHs in the new category. The average is to be calculated by reference to the AFDP earned over the entirety of the immediately preceding 8 [4] week bid period);
- (b) When allocated a blank line in the pilot's current category:
 - (i) MGH or the average of accrued credited hours for BLHs in the new category, whichever is greater;
 - (ii) plus the greater of:
 - Element 3 (if applicable); or
 - a proportion of Elements 1A and 1B (calculated as the average of the actual credited hours of BLHs in the new category as a ratio of 170 hours).
- (c) Personal training credits and superannuation at new category rate
All personal training credits will be paid, and superannuation will be calculated, based on the category rate (for both PLHs and BLHs) for which by-pass is accruing.

16.5.5 **How by-pass entitlements can be paid**

By-pass entitlements can be paid:

- (a) when the pilot successfully completes training for a vacancy in the category for which the pilot was accruing the by-pass entitlement; or
- (b) at the pilot's request, as it accrues (rather than upon completion of training) provided the pilot gives a signed undertaking to repay the by-pass pay if he or she does not successfully complete training or relinquishes the vacancy (but the requirement to repay the by-pass pay will be waived in the circumstances set out in clause 16.5.8); or
- (c) on the pilot's termination, in the case of a pilot who is not provided with the deferred training because of the provisions in clause 19.

16.5.6 **Entitlement to by-pass remains even in special circumstances**

A pilot's entitlement to by-pass remains, and by-pass entitlements will be paid, despite the happening of the following events before the pilot is given the opportunity to take up a vacancy in the category for which the pilot was accruing the by-pass entitlement:

- (a) the pilot dies (in which case the by-pass entitlements will be paid to the pilot's estate); and
- (b) the pilot is medically terminated.

16.5.7 **Company and Association to consult if an aircraft type is sold or phased out of service**

If an aircraft type is sold or phased out before a by-passed pilot is given the opportunity take up his or her promotional vacancy on that aircraft type, the by-passed pilot will not be disadvantaged by not having the opportunity to take up the vacancy. Details will be subject to agreement between the Company and the Association at the time.

- 16.5.8 **By-passed pilot to commence deferred training within two (2) years**
- (a) In addition to the by-pass pay entitlement, the pilot will commence the deferred training no later than two (2) years from the date the less senior pilot commenced training for the vacancy except that the Company is not obliged to provide the training if the pilot would not be able to provide the required two (2) year return of service, unless otherwise agreed between the Company and the Association.
 - (b) The Company is not obliged to create an additional vacancy to provide an opportunity for the by-passed pilot to undertake the deferred training.

16.5.9 **By-pass entitlements cease in certain circumstances**

A pilot's accrual of by-pass pay entitlement and the Company's obligation to provide deferred training under this clause 16.5 will cease if:

- (a) the pilot fails to qualify in the first training program for the category in which the pilot is accruing the by-pass pay entitlement; or
- (b) the pilot, having been awarded a vacancy in another category or to another base or posting, is not available to commence training for the promotion or transfer for which the by-pass pay entitlement is accruing at the time the Company offers the training.

However, the accrued entitlement will be paid to the pilot when he or she subsequently qualifies for the promotion or transfer for which the by-pass pay entitlement is accruing.

16.5.10 **Forfeiting by-pass pay entitlements**

A pilot's by-pass pay entitlement will be forfeited if:

- (a) the pilot elects to withdraw his or her bid, in which case the Company's obligation to provide deferred training will cease; or
- (b) the pilot fails to qualify in the category for which the by-pass pay entitlement was accruing.

16.6 Limitations of seniority

16.6.1 **Supervisory, check or training appointments**

The selection of a pilot to a supervisory, check or training appointment is at the discretion of the Company and does not depend on seniority.

16.6.2 **Seniority not recognised during first 18 months after qualifying as a S/O**

During the 18 months commencing from the date on which a pilot first operates a service as a S/O with the Company, the Company:

- (a) is not obliged to recognise the pilot's seniority with respect to allocation to an aircraft type; and
- (b) has discretion to allocate the pilot to any aircraft type.

16.6.3 **Freeze period of 18 months after failing to qualify**

A pilot trained for transfer to another aircraft type who fails to qualify in the category for which the vacancy was created, may then be required to operate on that aircraft type in the highest status for which the pilot can qualify for a minimum period of 18 months before being eligible to be awarded a vacancy involving an aircraft type transfer.

16.6.4 **Freeze periods for category changes prior to an A350 order**

In addition to the restrictions in clauses 16.6.2 and 16.6.3, freeze periods may apply where training involves an aircraft type transfer as detailed below:

(a) **Training successfully completed: Freeze of two (2) training blocks after training block in which the vacancy was to be effective**

Subject to (f) below, a pilot trained for transfer to another aircraft type who qualifies in the category for which the vacancy was created, may be required to operate on that aircraft type for the duration of two (2) training blocks immediately following the training block in which the vacancy was to be effective (i.e. until 30 June occurring two (2) years after the training block in which the vacancy was to be effective), before being eligible to be awarded a vacancy involving another aircraft type transfer.

(b) **Training deferred but successfully completed: Freeze of two (2) training blocks after commencing training**

Subject to (f) below, a pilot whose training is deferred into the immediately following training block (by agreement between the Company and the Association under clause 16.4.16(b)) and who qualifies in the category for which the vacancy was created, may be required to operate on the aircraft type for which the vacancy was created for the two (2) training blocks immediately following the training block in which the training actually commences (i.e. until 30 June occurring two (2) years after commencing training) before being eligible to be awarded a vacancy involving another aircraft type transfer.

(c) **By-passed: Freeze of 18 months**

A pilot who is by-passed for a vacancy (pursuant to clause 16.5) may be required to operate on the aircraft type for which the vacancy was created for 18 months measured from when the pilot successfully completes training for a vacancy in the category for which the pilot was accruing the by-pass entitlement, unless otherwise agreed by the Company to waive the restriction.

(d) **Vacancy assigned: Freeze of 18 months**

A pilot who is assigned a vacancy may be required to operate on the aircraft type for which the vacancy was created for 18 months measured from when the pilot successfully completes training.

(e) **Initial command vacancy: Freeze of 18 months**

The freeze period under clauses 16.6.4(a) and 16.6.4(b) will be reduced to 18 months (measured from when the pilot successfully completes training for the vacancy) where the pilot's next allocated vacancy is his or her first allocation of a Captain vacancy.

(f) **Freeze period applicable to the B787 fleet**

The freeze restrictions set out in clauses 16.6.4(a) and (b) above will be increased by two (2) years for pilots who commence training for the B787 aircraft within four (4) years of the first pilot who commences training for the B787. That is, each pilot who commences training in this four (4) year period will have a four (4) year freeze period.

For the avoidance of doubt, pilots who transfer to the B787 after the expiry of this four (4) year period, clauses 16.6.4(a) and (b) will continue to apply unamended.

16.6.5 Freeze periods for category changes following an A350 order

In addition to the restrictions in clauses 16.6.2 and 16.6.3, once the Company has placed an initial order for the A350 prior to 15 April in any given year and has done so on the basis that it intends to have pilots operate that aircraft on

the terms set out in EBA10, then the freeze periods outlined in this clause 16.6.5 will apply on an ongoing basis to all training vacancies allocated after 15 April in that given year and in all subsequent years where training involves an aircraft type transfer as detailed below:

(a) **Training successfully completed: Freeze of four (4) training blocks after training block in which the vacancy was to be effective**

A pilot trained for transfer to another aircraft type who qualifies in the category for which the vacancy was created, may be required to operate on that aircraft type for the duration of four (4) training blocks immediately following the training block in which the vacancy was to be effective (i.e. until 30 June occurring four (4) years after the training block in which the vacancy was to be effective), before being eligible to be awarded a vacancy involving another aircraft type transfer.

A pilot whose training is deferred into the following training block at the initiative of the Company and not through any action or unavailability of the pilot, will not be frozen beyond what would have been applicable if the vacancy had not been deferred.

Where a pilot moves from an A330/A350 SFF category to an A330 category no freeze period will apply.

(b) **By-passed: Freeze of 36 months**

A pilot who is by-passed for a vacancy (pursuant to clause 16.5) may be required to operate on the aircraft type for which the vacancy was created for 36 months measured from when the pilot successfully completes training for a vacancy in the category for which the pilot was accruing the by-pass entitlement, unless otherwise agreed by the Company to waive the restriction.

(c) **Vacancy assigned: Freeze of 18 months**

A pilot who is assigned a vacancy may be required to operate on the aircraft type for which the vacancy was created for 18 months measured from when the pilot successfully completes training.

(d) **Initial command vacancy: Freeze of 36 months**

The freeze period under clause 16.6.5(a) will be reduced to 36 months (measured from when the pilot successfully completes training for the vacancy) where the pilot's next allocated vacancy is his or her first allocation to a Captain vacancy.

16.6.6 **Company's right to reject a pilot's bid if another vacancy still pending**

The Company may reject a pilot's bid for a vacancy if the pilot has previously been awarded or assigned a vacancy yet to become effective.

17 Promotion and Demotion

17.1 Status on appointment

On appointment with the Company a pilot will have the status of SOT.

17.2 Status on completion of training

On completion of training (including aircraft type rating and en route flying) a SOT will have the status of S/O on the aircraft type to which the pilot is initially allocated by the Company.

17.3 Status of a pilot

The status of a pilot is ranked in the following descending order:

- (a) Captain;
- (b) F/O;
- (c) Senior S/O;
- (d) S/O;
- (e) SOT.

17.4 Category of a pilot according to aircraft type

The category of a pilot is the pilot's status on an aircraft type and is ranked in the following descending order:

- (a) A380 Captain;
- (b) B747 Captain;
- (c) B787 Captain, A350 Captain, A330/A350 SFF Captain;
- (d) A330 Captain;
- (e) B767 Captain;
- (f) A380 F/O;
- (g) B747 F/O;
- (h) B787 F/O, A350 F/O, A330/A350 SFF F/O;
- (i) A330 F/O;
- (j) B767 F/O;
- (k) A380 S/O;
- (l) B747 S/O;
- (m) B787 S/O*, A330 S/O, A350 S/O, A330/A350 SFF S/O.

*Subject to the limitations of 16.6.2, a pilot eligible for hourly rates of pay in accordance with clause 32.4.5 will be permitted to bid for an A330 S/O vacancy.

17.5 Promotion

17.5.1 Definition of promotion

A promotion is a change to a higher status.

17.5.2 Seniority determines selection for promotional training

A pilot will be selected for training and promotion beyond the category of S/O in accordance with this clause 17 and clause 16.

17.5.3 Assessment of a pilot's operational suitability for promotional training

No later than five (5) years after a pilot becomes operational in a category, the Company may assess his or her operational suitability for promotional training.

17.5.4 Qualifications required for promotional training and/or transfer to another aircraft type

Before a pilot is considered by the Company to be qualified for commencement of training for promotion and/or transfer to another aircraft type, the pilot is required to:

- (a) have complied with Aviation Regulatory Authority licensing requirements;
- (b) be considered operationally suitable for training; and

- (c) have met the Company promotional criteria (including having achieved the required number of command hours) as set out in the Company's Manuals or completed at least five (5) years in a category or categories which qualify the pilot for the promotion sought.

17.5.5 Referring cases to the PAC

If the Company decides that a pilot is not operationally suitable for promotional training:

- (a) the Company will inform the pilot of the reasons for its decision within 28 days of making the decision; and
- (b) the matter may, at the request of the pilot, be referred to the PAC.

17.5.6 Company to provide command flying training

The Company will provide any command flying training specified as necessary in accordance with clause 17.5.4(c) at a rate commensurate with the training facilities available.

17.6 Training failures

17.6.1 Failure of a S/O to pass a promotional training program

If a S/O:

- (a) fails a promotional training program; and
- (b) is not cleared by the Company for a second training program;

the case may, at the request of the pilot, be referred to a PAC. If the majority opinion of the PAC is that the pilot does not warrant a further training program, the Company may terminate the pilot's services or continue employment under such circumstances as are advised to the pilot in writing.

17.6.2 PAC's tied decision that a pilot should have further training

Where the PAC is equally divided in its opinion that a S/O should have the opportunity of further training, the pilot will be:

- (a) retained in employment; and
- (b) considered to be eligible for a further training program.

However, if the S/O fails the further training, the Company may terminate the pilot's services (or continue employment under circumstances as advised in writing to the pilot).

17.6.3 Company may require a pilot to undergo flight check in certain circumstances

If a S/O does not bid for an available F/O promotional training vacancy:

- (a) within 12 months after the time the pilot becomes eligible for the award of the vacancy; or
- (b) within 12 months after the pilot failed a training program,

the pilot may be required to undergo a potential check, including a flight check conducted both en route and on a training flight on the aircraft type on which the pilot is currently operating. If the pilot fails the flight check, the case will be dealt with in the same manner as if the flight check had been a training program.

17.6.4 F/O failing training for promotion and/or aircraft type transfer

If a F/O fails a training program for a promotion or an aircraft type transfer and the Company does not clear the pilot for a second training program, the case will be referred to the PAC.

17.6.5 Captain failing training for aircraft type transfer

If a Captain fails a training program for an aircraft type transfer and the Company does not clear the pilot for a second training program, the case will be referred to the PAC.

17.7 Demotion and related arrangements

17.7.1 Definition of demotion

A demotion is a change to a lower status.

17.7.2 Limit on the demotion of a pilot

A pilot may be demoted to a lower category but, in the first instance, a Captain will not be demoted to a status below that of F/O.

17.7.3 Meeting to consider a pilot's demotion

Where a pilot is being considered for a demotion on the basis of his or her operational suitability, a meeting will be convened to consider the case, subject to the following:

- (a) the meeting will be comprised of four (4) representatives from the Company's Flight Operations division (one (1) of whom will act as chairperson) and four (4) members appointed by the Association (all of whom are CAT A, B or D);
- (b) prior to the meeting, the pilot may make written representations for consideration at the meeting;
- (c) the findings of the meeting will be provided to the Chief Pilot who will decide the outcome of the case.

17.7.4 Pilots failing to achieve the required standard of proficiency

A pilot who fails to achieve the required standard of proficiency either during or at the completion of a training program may either be required to operate for a minimum period of 18 months in the highest status for which the pilot can qualify on the aircraft type on which the pilot has failed, or given the opportunity, to:

- (a) revert to the pilot's previous category and, subject to clearance by the Company or the PAC be allocated a second training program and have the option of having the final check in the second training program conducted by another pilot; or
- (b) bid for and be awarded another vacancy in the pilot's status for which he or she is (or can be) qualified and subject to clearance by the Company or the PAC be allocated a second training program and have the option of having the final check in the second training program conducted by another pilot.

17.7.5 Company's discretion to decide status or category if a pilot fails to maintain the required standards of proficiency

If, during a period of seven (7) consecutive years, a pilot:

- (a) fails two (2) training programs; or
- (b) fails a training program and has previously been demoted because of his or her failure to maintain the required standards of proficiency; or
- (c) is demoted because of failure to maintain the required standard of proficiency and has previously either:
 - (i) failed a training program; or

- (ii) been demoted because of failure to maintain the required standard of proficiency,

the Company has discretion to decide his or her status and category, and will advise the pilot of its decision within 30 days of the pilot's most recent failure.

18 Allocation to Bases, Postings and Localised Lines

18.1 Allocation to a base

18.1.1 On commencement of employment

The Company will allocate each pilot to a base on commencement of employment with the Company as a pilot.

18.1.2 Determining base requirements

The Company will determine the number and location of bases required.

18.1.3 Advertising vacancies

The Company will promulgate any vacancies at bases at least 60 days before the intended date of commencement in the vacancy (unless otherwise agreed with the Association) and, at the time of notification, will provide the following information to pilots:

- (a) the location of the base;
- (b) the number of vacancies by category;
- (c) the date of commencement;
- (d) the relevant terms and conditions; and
- (e) the closing date for bids (this must be not less than 30 days after promulgation unless otherwise agreed with the Association).

Where vacancies occur in a category at more than one (1) base, the Company will promulgate the vacancies in order of the vacancies expected effective dates of commencement.

18.1.4 Allocation of base vacancies

- (a) Except for transfers approved for compassionate reasons or permanent base swaps, base vacancies will be allocated in accordance with this clause and clause 16, provided that the Company will determine the allocation of residual base vacancies to new entrant pilots on commencement of employment.
- (b) The Company may assign the most junior qualified pilot to a base.

18.1.5 Temporary base establishment shortages

- (a) A pilot in a category may be required to operate from another base on a temporary basis.
- (b) The conditions attached to a temporary basing are the same as the conditions set out at clause 18.3.
- (c) A pilot assigned to a localised line under this clause will not be assigned again until all available pilots in the category have been assigned.
- (d) The total duration of all localised lines in this circumstance will be 2[4] complete bid periods or until another pilot has been trained for the vacancy, whichever is earlier.

18.1.6 Notice period for transfer

- (a) Unless otherwise agreed with the pilot, the notice period for transfer shall be a minimum of 28 days following an award or an assignment to a base position.
- (b) If special conditions apply to a vacancy then notice of transfers will not take place until the special conditions have been promulgated.

18.1.7 Duty free time associated with base transfers

To assist a pilot in arranging his or her personal affairs associated with a base transfer, the Company will schedule a pilot to be free of all company duty for three (3) days prior to transferring to a base, and three (3) days immediately upon arrival at a base, unless the pilot is required to find his or her own accommodation in which case, the pilot will be free of all Company duties for 10 days immediately upon arrival at a base.

18.1.8 Compassionate base transfer

The Company, in consultation with the Association, may consider and approve a request for a transfer to another base for compassionate reasons.

18.1.9 Permanent base swaps

The Company may consider and approve a written request by two (2) or more pilots in the same category to swap bases on a one for one basis. The swap must be between the most senior pilots in each base who are bidding for the applicable change of base, within the same category and result in no change to the base establishments.

18.1.10 Temporary base swaps

The Company may consider and approve a written request by two (2) or more pilots in the same category to temporarily swap bases on a one-for-one basis for an approved period. The swap must result in no change to the base establishments. The Company may at its discretion set up an electronic process for facilitating temporary swaps. Pilots in categories where RM2.5 is applicable will adopt each other's group for the period of the swap, with standard seniority applying within the group. For pilots in categories where RM2.5 is not applicable, standard seniority will apply.

18.1.11 Ability of the Company to reject a pilot's bid

The Company may reject a pilot's bid for a basing if:

- (a) a limitation or restriction applies to the pilot at the intended date of commencement at the new base; or
- (b) there is no net increase required for the category across all bases and a pilot within the category has applied for the vacancy.

18.1.12 Effective date of transfer of base

- (a) In the case of a pilot transferring within category, the effective date of base transfer is the date published by the Company for the commencement of the transfer.
- (b) Where a pilot is changing category, the date of the base transfer is the date the Company certifies that the pilot has successfully completed all training required for the new category.
- (c) Nothing in this clause prevents the effective dates for all or part of the training program from being varied by mutual agreement between the Company and the pilot.

18.1.13 Reduction in numbers at a base

- (a) Prior to a reduction in numbers, the Company, in consultation with the Association, will consider all reasonable alternatives including natural attrition, secondment to other operators, redeployment, LWOP and voluntary redundancies.
- (b) Subject to clause 18.1.13(a), where a reduction in numbers is required at a base and:
 - (i) there are vacancies in the same category at another base; and
 - (ii) there will be no change in the overall pilot numbers in the category across all bases,the Company will complete the followings steps:
 - (iii) award from letters of preference, in seniority order, a base transfer to pilots in that category; and
 - (iv) where the above awards results in residual vacancies in the category at other bases, award from letters of preference, in seniority order, the residual base transfers to pilots in the category until all vacancies or bids by pilots in the category are satisfied.
- (c) Subject to clauses 18.1.13(a) and 18.1.13(b), at least 30 days prior to a reduction in numbers at a base in accordance with clauses 18.1.13(d) and 18.1.13(e), the Company will promulgate the following information:
 - (i) the number and category of surplus pilots;
 - (ii) the date(s) from which reductions will become effective;
 - (iii) the names of pilots in the category at the base affected by the surplus;
 - (iv) bases where vacancies in the category are available or will become available; and/or
 - (v) if applicable to the circumstances, bases and categories where the Company is proposing to re-deploy surplus pilots.
- (d) The reduction will be effected in reverse order of seniority of pilots in that category at the base except that a more senior pilot in the category may bid for any vacancy in any base or any base and/or category which is notified as available pursuant to clause 18.1.13(c).
- (e) A pilot included in the promulgation issued under 18.1.13(c) may, subject to clause 16:
 - (i) bid for any advertised vacancy;
 - (ii) if applicable, bid for any notified base and/or category which is promulgated as available for re-deployment pursuant to clause 18.1.13(c)(v); or
 - (iii) exercise his or her seniority to displace the most junior pilot in any category and base provided the election to displace is made at or before the promulgated date or dates specified in clause 18.1.13(c) and provided he or she will not displace a pilot in a higher status unless the pilot affected by the reduction would otherwise be demoted to a lower status or have his or her services terminated.

18.1.14 **Transfer costs between bases**

- (a) A pilot who is awarded a base transfer or who is permitted to swap bases with another pilot, or granted a compassionate transfer, will meet all costs associated with the transfer or swap.
- (b) A pilot who is assigned a base transfer will be entitled to receive reimbursement for reasonable expenses incurred as detailed in the Company Staff Transfer Policy.
- (c) Where a pilot is required to transfer to another base due to a reduction in numbers, clause 18.1.14(b) will apply.

18.2 Allocation to postings

18.2.1 **Allocation to a posting**

The Company may allocate a posting to a pilot.

18.2.2 **Determining posting requirements**

The Company will determine the number and location of postings required.

18.2.3 **Posting vacancies**

- (a) When the Company wishes to fill a vacancy in a posting, the vacancy will be advertised at least 30 days before the closure date for bidding for the vacancy and will provide the following information:
 - (i) posting;
 - (ii) number and category;
 - (iii) effective date;
 - (iv) term of the posting;
 - (v) closure date for bidding for the vacancy;
 - (vi) terms and conditions of the posting; and
 - (vii) whether applications that require a change in category will be accepted.
- (b) The parties may agree to an alternative system to apply in lieu of seniority.
- (c) Where vacancies occur in a category at more than one (1) posting, the Company will either promulgate the vacancies simultaneously or in order of expected effective date(s) of commencement of the postings.

18.2.4 **Leave to discuss the terms and conditions of posting**

The Association has the right to discuss the terms and conditions, allowances and any other matters associated with a posting.

18.2.5 **Notice period for transfer**

- (a) Unless otherwise agreed with the pilot, the notice period for transfer shall be a minimum of 28 days following an award or an assignment to a posting.
- (b) If special conditions apply to a vacancy then notice of transfers will not take place until the special conditions have been promulgated.

18.2.6 **Duty free time associated with a posting**

- (a) To assist a pilot in arranging his or her personal affairs associated with a posting, the Company will schedule a pilot to be duty free for

three (3) days prior to transferring to a posting, and three (3) days immediately upon arrival at a posting.

- (b) In the event the pilot is required to find his or her own accommodation, the Company will schedule a pilot to be duty free, immediately upon arrival at a posting, as follows:
 - (i) if the posting is for up to six (6) months, three (3) days;
 - (ii) if the posting is for more than six (6) months, five (5) days; or
 - (iii) if the posting is for more than 12 months, 10 days.

18.2.7 Company may reject a pilot's bid for a posting vacancy in certain circumstances

- (a) The Company may reject a pilot's bid for a posting vacancy if the pilot:
 - (i) will not have completed the full term of his or her current posting before the effective date of commencement of the new posting vacancy, subject to this clause;
 - (ii) has previously been allocated a vacancy which is yet to become effective; or
 - (iii) is required to operate on a particular aircraft type for his or her applicable freeze period.
- (b) A posting that requires a change of category will only be awarded to a pilot at the discretion of the Company.
- (c) The Company may stipulate in the terms and conditions of the posting that applications may be accepted from pilots not in the category.

18.2.8 Vacancy may be awarded even if a pilot is not available to serve full term

A pilot who is not available to serve the full term of a posting vacancy will only be awarded the vacancy at the discretion of the Company.

18.2.9 Restriction on assigning a pilot to a posting

A pilot who has completed an assignment to a posting will not, for a period equal to the completed assigned posting, be assigned to another posting.

18.2.10 Request to terminate a posting on compassionate grounds

The Company may at its discretion release a pilot from a posting on compassionate grounds.

18.2.11 Assigning vacancies at a posting

The Company may assign the most junior qualified pilot to a posting. Prior to assigning a pilot to a posting, the Company will consult with the Association (including consultation on all reasonable alternatives to the need to assign a pilot to a vacancy at a posting).

18.2.12 Termination of a posting

The Company may terminate a posting. Subject to operational requirements, postings will be terminated subject to base requirements in reverse seniority order unless a more senior pilot elects to return to base.

18.2.13 Return from a posting

At the completion or termination of, or release from, a posting, a pilot will return to his or her base and category.

Notwithstanding this clause, a pilot may return to a base and/or category in conjunction with a promotional bid.

18.2.14 Transfer costs to or from a posting

- (a) A pilot who is awarded a posting will meet all costs associated with the transfer to and from the posting unless advised otherwise by way of the terms and conditions stipulated in clause 18.2.3.
- (b) A pilot who is assigned a posting will be entitled to receive reimbursement for reasonable expenses incurred in transferring to and from the posting, as detailed in the Company Staff Transfer Policy.
- (c) Where a pilot is required to return to base due to a termination of a posting, clause 18.2.14(b) shall apply.

18.3 Localised lines

18.3.1 Constructing localised lines

- (a) The Company after consultation with the Association, may construct bid lines 'localising' pilots in locations remote from their respective basings or postings for up to one (1) bid period (including any 'overlap'), except that where the localised requirement is not going to continue for the following bid period, the term of the localised line may be extended by up to and including 28 days.
- (b) The localised content of the bid line, including either operating or deadheading to the localised line, will be advertised and allocated with sufficient time for the pilot to bid for any remainder of the bid line through the normal process.
- (c) For bidding purposes, the value of the localised line component of a pilot's pattern line will be based upon the relevant category bid period divisor divided by 56 [28] for each day of the localised line component or patterns allocated in the line building process.

18.3.2 Allocating localised lines

- (a) Localised lines will be awarded in order of seniority in accordance with this clause 18.3.2 and clause 16. Localised lines will not be assigned except to:
 - (i) replace a pilot previously allocated a localised line pursuant to clause 18.3.2(c);
 - (ii) fill a temporary base shortage pursuant to clause 18.1.5; and
 - (iii) fill a shortage at a posting pursuant to clause 18.2.11.
- (b) The Association may limit the number of consecutive localised lines awarded to a pilot (for example it may limit an award or assignment on a 'longest since' principle).
- (c) If a pilot allocated to a localised line becomes unavailable, the Company may crew affected patterns in accordance with normal rostering provisions including allocating another pilot to the applicable localised line. If the allocation is by assignment, the assignment will be to the most junior qualified pilot.
- (d) A pilot must hold a valid licence for the duration of the localised part of the bid line plus 21 days with all licence requirements completed (or planned to be completed) prior to the commencement date of the localised portion of the bid line.
- (e) A pilot will not be allocated a localised line if the localised portion of the bid line conflicts with his or her previous bid line.
- (f) A pilot who has planned annual leave or LSL conflicting with a localised line, will not be eligible to be awarded or assigned the line

unless approved by the Company. Company approval may be conditional on dropping all or part of the allocated leave.

- (g) A pilot who has an awarded vacancy which, with the associated training, conflicts with a pattern on the localised line will not be awarded the line.
- (h) A pilot who is allocated a localised line and subsequently awarded a training vacancy which, with the associated training, conflicts with a pattern on the localised line, may be required to complete the localised line prior to commencing training.

18.3.3 **Leave to discuss the terms and conditions of a localised line**

The Association has the right to discuss the terms and conditions, allowances and any other matters associated with a localised line.

The suitability of the terms and conditions attached to a localised line may be reviewed in the light of changed circumstances.

18.3.4 **Trading of patterns**

Whilst on a localised line a pilot may trade duties with another pilot in the category on a localised line provided:

- (a) there is no actual or potential cost to the Company;
- (b) it is mutually agreed between the pilots; and
- (c) Aircrew Operations is notified and approves in advance of such arrangements.

18.3.5 **Allowances**

- (a) Travelling allowances will be paid for the duration of the localised line from the departure day through to the return day from a pilot's base or posting in accordance with clause 28 unless otherwise agreed.
- (b) Meal allowances will be paid at the normal rate, calculated in the normal manner, for the time that the pilot is away from his or her base or posting. Such meal allowances will be calculated and pre-paid ex the pilot's base or posting, and will be adjusted, if necessary, on arrival back to the pilot's base or posting.

18.3.6 **Accommodation**

- (a) The Company will provide accommodation for the period a pilot is away from his or her base or posting at the location of the localised line, in accordance with clause 29.
- (b) Clause 18.3.6(a) will not limit the Company to the 'regular' hotel for a specific port where it is agreed with the Association that an alternative, including but not limited to 'self-contained' accommodation, is appropriate.
- (c) The pilot may elect to find his or her own accommodation and be paid by the Company an equivalent amount to that had he or she remained at the Company-contracted accommodation provided the Company is not subjected to additional costs.

18.3.7 **Transport**

- (a) Home transport will be provided at departure from a pilot's base or posting, from a pilot's nominated pick-up point to the airport and following arrival back at a pilot's base or posting, from the airport to the pilot's nominated drop off point. The transport boundaries as prescribed in the Rostering Manual apply.

- (b) Transport while at the location of the localised line will be provided for all duties in accordance with clause 30.3.
- (c) Transport will be provided at the location of the localised line where the pilot elects to find his or her own accommodation provided the Company is not subjected to additional costs and the contracted transport company agrees.

18.3.8 **Beneficiaries' travel**

The Company will provide return tickets for Group A beneficiaries to the location of the localised line at 'home-leave' travel priority. Such tickets will be provided once per beneficiary for each occasion a pilot is allocated a localised line and shall be issued at 'home-leave' travel priority.

19 Allocation to Aircraft Type

19.1 **Allocating pilots to an aircraft type**

19.1.1 Aircraft types in this Agreement are rated in the following descending order:

- (a) A380 aircraft;
- (b) B747 aircraft;
- (c) A330/A350 SFF aircraft, A350 aircraft and B787 aircraft;
- (d) A330 aircraft.

19.1.2 Upon completion of training, a SOT will be allocated by the Company to the B787, A330 or A330/A350 SFF aircraft rather than the B747 and A380 aircraft unless there are insufficient bids from suitably qualified pilots employed prior to the commencement of clause 32.7, or otherwise agreed with the Association for operational reasons. The Association will not unreasonably withhold agreement.

19.2 **Assigning emergency temporary vacancies on aircraft type**

In an emergency, the Company may temporarily assign pilots to an aircraft type in accordance with clause 19.5.

19.3 **Vacancies allocated in accordance with seniority**

Without limiting any other provision of this Agreement, vacancies on aircraft types will be allocated in accordance with clause 16 and the Integration Award.

19.4 **Requirement to remain on type for a minimum applicable freeze period**

A pilot allocated a vacancy which involves an aircraft type change may be required to remain on the new type for his or her minimum applicable freeze period in accordance with clause 16.6.4.

19.5 **A pilot cannot be assigned to a lower rated aircraft except in an emergency**

19.5.1 A pilot qualified on a lower rated aircraft type but allocated to a higher rated aircraft type will not be assigned to a vacancy on the lower rated aircraft type when a more junior pilot can be trained for the vacancy.

19.5.2 Despite clause 19.5.1, in an emergency the most junior pilot qualified on the lower rated aircraft type may be required to operate on that type for a temporary period not exceeding six (6) months or until another pilot has been trained for the vacancy, whichever is earlier. The pilot can only be required to operate on the lower type for longer than six (6) months if the pilot consents.

19.6 **Return of service limitation**

The Company may deny a pilot's bid for transfer to a higher rated aircraft type if, at the anticipated training commencement date, the pilot would not be able to provide the

required two (2) year return of service or as agreed between the Company and the Association.

20 Transfer of Long Haul Pilots to Short Haul Operations

This clause sets out the terms and conditions under which pilots will be transferred from the Company's long haul operations to the Company's short haul operations to operate B737 aircraft and the terms and conditions that will govern their employment during the term of their transfer.

20.1 Allocation of vacancies

- 20.1.1 All vacancies on B737 aircraft will be allocated in accordance with the Integration Award and clause 16.4 (and, to the extent of any inconsistency between those two (2) documents, the Integration Award will prevail).
- 20.1.2 For the purposes of this clause, clause 17.4 is varied to include a reference to the B737 aircraft, in the following manner:

Category of a pilot according to aircraft type

The category of a pilot is the pilot's status on an aircraft type and is ranked in the following descending order:

- (a) A380 Captain
- (b) B747 Captain
- (c) B787 Captain, A350 Captain, A330/A350 SFF Captain
- (d) A330 Captain
- (e) B767 Captain
- (f) B737 Captain
- (g) A380 F/O
- (h) B747 F/O
- (i) B787 F/O, A350 F/O, A330/A350 SFF F/O
- (j) A330 F/O
- (k) B767 F/O
- (l) B737 F/O
- (m) A380 S/O
- (n) B747 S/O
- (o) B787 S/O, A330 S/O, A350 S/O, A330/A350 SFF S/O

20.2 Application of Short Haul Enterprise Agreement

Subject to clause 20.4, upon being cleared to the line on the B737 aircraft, the Short Haul Enterprise Agreement will apply. Upon request, the Company will provide a pilot with details of the applicable pay and conditions.

20.3 Application of years of service

Upon being cleared to the line on the B737 aircraft, a pilot's pay will be based on his or her total years of service as a pilot with the Company.

20.4 Specific provisions continue to apply

Notwithstanding clause 20.2, the following provisions in this Agreement will continue to apply to pilots transferred to short haul operations:

- Clause 23: Re-employment after medical termination
- Clause 24: Leave Bank, preferential bidding and relief from flying
- Clause 35.11: Personal leave – Medical Termination
- Clause 43: Insurance cover in warlike circumstances
- Clause 44: Internment

20.5 Superannuation salary

The salary for superannuation purposes will be the equivalent to the arrangements in place for short haul pilots.

20.6 Transitional training credits

- 20.6.1 Until a pilot is cleared to the line on the B737 aircraft, transitional training credits will apply pursuant to clause 35.3 and RM36.
- 20.6.2 A pilot undergoing training for a vacancy in short haul operations may have his or her training split to provide for a specified period as a line F/O for the purpose of obtaining line experience. During that period, the pilot will receive transitional training pay.

20.7 Failure to qualify

- 20.7.1 A long haul Captain or F/O who fails to qualify in short haul operations in the category for which the vacancy was created, may be required to operate on the B737 aircraft in the highest status for which the pilot can qualify for a minimum period of 18 months before being eligible to being awarded a vacancy involving an aircraft type transfer. The pilot may, at the completion of the 18 months period, return to long haul operations.
- 20.7.2 If the failure is the pilot's second failure at promotional training, his or her status within short haul operations will be at the discretion of the Company. However, the pilot will have the opportunity of qualifying in long haul operations at the completion of the freeze period provided he or she is cleared by the Company.
- 20.7.3 If the pilot is not cleared for a second training program, or following a second failure is not cleared to return to long haul operations, his or her case may, at the request of the pilot, be referred to the PAC.

21 Loss of Licence Insurance

The Company will maintain the LOL insurance plan identified as the Loss of Licence Plan 2016. The parties reserve the right to vary or change the terms of the plan by agreement providing that any agreed changes will be notified to all long haul pilots 28 days before becoming operative. The Company and the Association may, during the life of this Agreement, agree to introduce and provide an alternative loss of licence scheme for pilots employed after the date of approval of this Agreement.

22 Pilot Indemnity and Release

- 22.1 The Company indemnifies and will keep each pilot indemnified against all claims and demands whether made during or after the period of the pilot's employment by any other employee of the Company, by any passenger on any aircraft operated by the Company or by any person whatsoever (and including in each case any claim or demand by the legal personal representative of any such person) for any loss, damage or expense incurred or suffered by any such person as a result of:

- (a) the loss of or any damage to any property of any person (whether or not the person making the claim); or
- (b) the death of or any injury to any person (whether or not the person making the claim),

caused or contributed to by any act or omission of the pilot while engaged in the performance of the duties of the pilot's employment.

22.2 The Company releases and discharges each pilot from all claims and demands the Company may have whether during or after the period of the pilot's employment for any loss, damage or expense incurred or suffered and any other sum otherwise payable as a result of:

- (a) the loss of or any damage to any property of the Company; or
- (b) any claim made or proceedings brought against the pilot or the Company of the kind described in clause 22.1,

caused or contributed to by any act or omission of the pilot while engaged in the performance of the duties of the pilot's employment.

22.3 The releases and indemnity given by the Company to each pilot under clauses 22.1 and 22.2 do not extend to an claim arising from the loss of or damage to any property or the death of or injury to any person caused wilfully by the pilot unless necessitated by circumstances reasonably beyond the control of the pilot.

22.4 The benefit of the releases and indemnity given by the Company to each pilot under clauses 22.1 and 22.2 extends to the legal and personal representative of the pilot and each beneficiary of the pilot's estate.

23 Re-employment after Medical Termination

23.1 Application for re-employment

A pilot:

- (a) whose services were terminated by the Company as a result of the pilot's licence being cancelled or not renewed by the Aviation Regulatory Authority due to medical reasons; and
- (b) who, within four (4) years following termination of employment with the Company, is medically cleared by the Aviation Regulatory Authority for the issue of an Airline Transport Pilot Licence; and
- (c) who, at the date of being medically cleared by the Aviation Regulatory Authority, meets the criteria agreed between the Company and the Association,

may, within three (3) months from the date of being medically cleared by the Aviation Regulatory Authority, apply in writing for re-employment with the Company subject to the provisions of this clause 23.

Despite the provisions of 23.1(b), the Company may, at its discretion, extend the period during which a pilot may be medically cleared from four (4) to a maximum of seven (7) years.

23.2 Pilot may be required to satisfy a Medical Board of Review as to fitness to fly

Despite being medically cleared by the Aviation Regulatory Authority, the Company may require a pilot to satisfy a Medical Board of Review as to his or her fitness to resume operating as a pilot with the Company. The Medical Board of Review will comprise three (3) qualified medical specialists, one (1) appointed by the Company, one (1) by the Association and one (1) by the pilot, with all associated costs to be paid by the pilot. Any

decision by majority of the Medical Board of Review will be final and binding on the pilot, the Association and the Company.

23.3 Procedure for assessing application for re-employment

- 23.3.1 The Company may reject an application for re-employment if, in the Company's opinion, there are genuine grounds for rejection.
- 23.3.2 At the Association's request, the Company will confer with the Association on the matter and make available the individual's previous record of employment.
- 23.3.3 If the Association agrees with the Company's view that the pilot ought not to be re-employed, the pilot's application will be rejected.
- 23.3.4 If the Association disagrees with and disputes the Company's rejection, the parties will confer in an attempt to resolve the dispute.

23.4 Re-employment subject to certain conditions

23.4.1 Change in category for specified period or permanently

After conferring in an attempt to resolve the disagreement between them about the Company's rejection of an application for employment, the Company and the Association may agree upon re-employment of the pilot under certain specified conditions which may include employment (either for a specified period, or permanently) in a category lower than the category which the pilot held prior to termination with the Company.

23.4.2 Re-employment must be within six (6) months of agreement

Where agreement is reached between the parties in favour of reemployment, the pilot will be re-employed as soon as practicable but, in any event, within six (6) months from the date of the parties reaching agreement

23.4.3 Consequences if the Company and the Association cannot agree upon re-employment

If, despite consultation with each other, the Company and the Association are unable to reach agreement upon re-employment of a pilot, the Company will re-employ the pilot in the status below the status the pilot held prior to termination and he or she will remain in that status for a maximum probationary period of 18 months and the Company will review the pilot's performance at intervals of not more than six (6) months.

23.5 Pilot re-employed under clause 23 but not cleared for promotion/type transfer training

23.5.1 Where a pilot re-employed under this clause 23 has not been cleared for training for promotion and/or transfer to another aircraft type, the provisions of clause 27 will not apply, but the pilot's case will be referred to an assessment meeting, not being a PAC, to assess the pilot's suitability for training, having regard to:

- (a) flight training reports and Captains' confidential crew reports;
- (b) committee members' personal knowledge of the pilot and/or the personal knowledge of any other training Captain called upon to assist the committee;
- (c) the pilot's performance over the previous five (5) years of Company employment and, where it is considered helpful, the pilot's earlier record;
- (d) the pilot's flight management performance, conduct and discipline; and
- (e) any written representation by the pilot provided to the committee for its consideration.

23.5.2 The assessment meeting will comprise four (4) Company operational representatives (one (1) of whom will act as Chairperson) and four (4) members appointed by the Association (and those Association-appointed members will be CAT A, B or D pilots employed by the Company).

23.5.3 The findings of the assessment meeting will be provided to the Chief Pilot who will decide the matter.

23.6 Company's discretion to clear a pilot to bid for a higher category at any time

Nothing in clauses 23.3, 23.4 or 23.5 will prevent the Company from clearing a pilot to bid for a higher category at an earlier time.

23.7 Application of this Agreement to a re-employed pilot

Once re-employed under this clause 23, a pilot will be bound by the obligations, and entitled to all of the benefits, contained in this Agreement subject only to the specific limitations arising out of clauses 23.4.1, 23.4.3 and 23.5.

23.8 Status upon re-validation

23.8.1 Captain revalidated as a F/O

If a pilot was a Captain prior to termination, the pilot will be revalidated as a F/O. Upon successful completion of the revalidation, and subject to satisfying the requirements of the Company assessment committee, the pilot will be eligible to bid for promotional and aircraft type vacancies provided that the training for any such vacancy does not commence prior to the pilot having completed a minimum of six (6) months' experience on the line, measured from the date of clearance to the line (unless the Company has exercised its discretion to reduce the six (6) months' experience requirement).

23.8.2 F/O revalidated as S/O

If a pilot was a F/O prior to termination, the pilot will be revalidated as a S/O. Upon successful completion of the revalidation, and subject to satisfying the requirements of the Company assessment committee, the pilot will be eligible to bid for promotional and aircraft type vacancies provided that the training for any such vacancy does not commence prior to the pilot having completed a minimum of six (6) months' experience on the line, measured from the date of clearance to the line (unless the Company has exercised its discretion to reduce the six (6) months' experience requirement).

23.8.3 S/O revalidated as S/O

If a pilot was a S/O prior to termination, the pilot will be revalidated as a S/O and operate in that capacity for a minimum period of six (6) months unless the pilot is cleared by the Company to take up a vacancy at an earlier date.

23.9 Seniority

A pilot re-employed in accordance within this clause 23 will be given the relative seniority position held on the seniority list at the time of termination of employment.

23.10 Pay

A pilot re-employed under this clause 23 will be paid the rate of pay appropriate to the category in which he or she operates and the years of service as a pilot with the Company (which will include the years of service accrued as a pilot with the Company prior to medical termination). Upon re-employment, the applicable year of service under clause 32 will be the year of service for which the pilot was paid prior to termination for the purpose of the total hourly rate of pay for all purposes of this Agreement.

23.11 Date of joining superannuation fund

A pilot who is re-employed by the Company under this clause 23 will, subject to the rules of the superannuation plan, become a new member of the superannuation plan from the date of re-employment.

23.12 LOL

LOL insurance cover for a pilot re-employed under this clause 23 will be as agreed between the Company, the insurer (if applicable) and the Association. Unless all parties agree, LOL will not be provided to the pilot.

23.13 Re-employment within six (6) months of written application

23.13.1 Subject to clause 23.13.2, a pilot will be re-employed under clause 23 as soon as practicable but within six (6) months from receipt of the written application for re-employment.

23.13.2 The re-employment of a pilot under this clause 23 may be deferred in circumstances where pilot recruitment is suspended and re-employment would create a surplus. In the case of deferment, the four (4) year period set out in clause 23.1(b) will be extended by the period of deferment and, when pilot recruitment resumes, the pilot will be re-employed before any other person is employed as a pilot.

23.14 Staff travel

Staff travel privileges following re-employment after medical termination will be retained in accordance with the status held at the time of termination adjusted for years of service.

24 Leave Bank, Preferential Bidding and Relief from Flying

24.1 Leave bank

24.1.1 Notwithstanding the provisions of clause 36, pilots may voluntarily elect to transfer annual leave for the purposes of establishing and maintaining a leave bank to be used to fund activities relevant to the employment of pilots covered by this Agreement. The days that a pilot may voluntarily transfer to the leave bank must be from the entitlements received by pilots that are in excess of the days that pilots are entitled to pursuant to the provisions of the Act.

24.1.2 The election must be in writing and must be provided to the Company before leave will be transferred to the bank. Each day of leave transferred to the leave bank will be converted to hours, such conversion to be calculated by dividing the pilot's applicable fleet divisor at the time of the transfer by 56 [28].

24.1.3 The Company will administer the leave bank including withdrawals from the leave bank.

24.2 Preferential bidding

24.2.1 The President of the Association and two (2) pilots nominated by the President will be entitled to relief from flying duties to a combined 350 [175] hours in each 56 [28] day bid period provided the Company is compensated for the relief either by deduction from the leave bank or by payment to the Company for the relief.

24.2.2 The President and two (2) pilots nominated by the President are entitled to the pre-allocation of known flying in each bid period in the same manner that flying is pre-allocated pursuant to the provisions of RM16.1 after consultation with the Company to select flying before it is made available for bidding.

24.2.3 The President's leave allocation will be arranged in consultation with the Company.

24.2.4 The Company may require the President to fly or exceed his or her allocation of credited hours.

24.2.5 When there is a change of President during a bid period, the pre-allocation arrangements in place at the commencement of the bid period will apply for the

duration of the bid period. However, the Company will, where reasonably practicable, facilitate relief from flying for the new President for the remainder of the bid period.

24.3 Relief from flying

- 24.3.1 The Company may approve a pilot performing representational duties by attending a meeting with the Company. Where this occurs:
- (a) the attendance will be treated as the award of a duty;
 - (b) a payment at MDC will apply for each day of duty; and
 - (c) if the attendance disrupts a trip, the pilot will be pattern protected (off-settable) for the difference between the payment under clause 24.3.1(b) and the value of the trip vacated.
- 24.3.2 The Company may relieve a pilot from a rostered duty to perform representational duties that do not involve an approved meeting with the Company. Where this occurs:
- (a) the attendance will be treated as the award of a duty;
 - (b) a payment at MDC will apply for each day of duty; and
 - (c) if the attendance disrupts a trip, the pilot will be pattern protected (off-settable) for the difference between the payment under clause 24.3.2(b) and the value of the rostered duty vacated.
- 24.3.3 If a pilot is approved to return from annual leave or LSL to perform representational duties the days concerned may be re-credited to the pilot.
- 24.3.4 The Company may approve a request to pre allocate a trip in a similar manner as described in clause 24.2.2 or block days on a pilot's roster with a 'nil credited hours value' or MDC as applicable where the pilot is performing representational duties.

PART 3 - TRAINING AND RELATED MATTERS

25 Appointment of Supervisory Pilots

25.1 Supervisory pilots

Supervisory pilots are those pilots who are selected at the Company's discretion for appointment to a supervisory position and are classified by the Company as either administrative or training supervisory. The various supervisory classifications and the manner in which flying is allocated to them are set out in this clause 25.1.

25.1.1 Administrative supervisory appointments

The following positions are classified as administrative supervisory appointments:

- (a) COO;
- (b) Chief Pilot(s);
- (c) Fleet Captains;
- (d) Technical Pilots;
- (e) HOTC;
- (f) Senior Training Captains;
- (g) Managers or equivalent;
- (h) F/Os holding supervisory appointments; and
- (i) S/Os holding supervisory appointments.

25.1.2 Training supervisory appointments

The following positions are classified as training supervisory appointments:

- (a) Type Rated Examiner ('TRE-A') formally a Training Captain Category A), being base training qualified Captains ;
- (b) Type Rated Examiner ('TRE-B') formally a Training Captain Category B being non-base training qualified Captains;
- (c) Check and Training Captain ('CAT') formally a Training Captain Category D ;
- (d) Training Captain ('TC') formally a Training Captain Category E ;
- (e) Type Rated Instructor ('TRI-FO') formally a Training First Officer Category C2; and
- (f) Type Rated Instructor ('TRI-SO') formally a Training Second Officer.

25.1.3 Allocating flying to supervisory pilots

(a) Flying to be representative of normal flying patterns

- (i) In each bid period, the Company will select from all known flying, the flying that is to be allocated to supervisory pilots (excluding TRE A or B pilots) before the known flying is made available for bidding to line pilots.
- (ii) Pre-allocated flying to supervisory pilots will be representative of normal flying patterns and will cover all routes for which the relevant pilots are qualified.

(iii) The representative test to be applied will be as agreed between the Chief Pilot (or his or her delegate) and the Association from time to time.

(b) **Quota of flying available to administrative supervisory Captains**

In respect of each bid period, administrative supervisory Captains are entitled to:

(i) a quota of flying, the credited hours value of which is calculated using the formula below:

$$\frac{\text{Number of administrative supervisory Captains} \times (\text{divisor} + 5)}{3}$$

and

(ii) an additional quota of flying equivalent to the credited hours value of up to three (3) proffer lines for the respective aircraft type(s) if those lines are allocated under RM7.

(c) **Quota of flying available to training supervisories**

(i) In respect of each bid period, each TRE A or B is entitled to a quantum of flying allocated by 'bid line allocation process', the credited hours value of which is determined pursuant to clause 25.2.14(b).

(ii) In respect of each bid period, TRI-FOs are entitled to a quota of flying the credited hours value of which is calculated using the formula below:

$$\frac{\text{Number of TRI-FOs} \times \text{divisor}}{3}$$

(d) **Quantum of flying available to administrative supervisory F/Os**

In respect of each bid period, each administrative supervisory F/O is entitled to a quantum of flying not exceeding the credited hour value of the bid period divisor divided by two (2).

(e) **Quantum of flying available to administrative supervisory S/Os**

In respect of each bid period, each administrative supervisory S/O is entitled to a quantum of flying not exceeding the credited hour value of the bid period divisor divided by two (2).

(f) **Special flying available to supervisory pilots**

The following types of flying are regarded as additional to that allocated under clauses 25.1.3(b) to 25.1.3(e) and are normally available (but not exclusively) to supervisory pilots:

- (i) ferry;
- (ii) publicity;
- (iii) route proving;
- (iv) test flights; and
- (v) flying associated with the introduction of new aircraft types.

25.1.4 **Open time flying**

(a) **Quota flying for administrative supervisory pilots becoming open time flying**

Any flying allocated to supervisory pilots that cannot be operated by them or by a CAT will become open time flying, but will be debited against the quotas of supervisory flying.

- (b) **Allocating open time flying to administrative or training supervisory pilots**
 - (i) Open time flying may be allocated to administrative or training supervisory pilots in accordance with Chapter 12.
 - (ii) If the Company requires a supervisory pilot to fly a pattern of open time, the pattern must be allocated in accordance with Chapter 12. If the allocation subsequently results in a line pilot being displaced pursuant to RM71.6.1, he or she will be pattern protected in accordance with either RM43.10 or RM43.11.

25.1.5 **Trading patterns**

Supervisory pilots may trade patterns with:

- (a) a PLH;
- (b) open time flying in accordance with Chapter 12 and RM71.13; or
- (c) other administrative or training supervisory pilots provided any balancing of credited hours will be at no additional cost to the Company.

25.2 **Conditions attaching to appointment of a TRE A or B**

25.2.1 **Establishment number**

- (a) The Company is committed to provide the correct establishment of TRE A and/or B pilots based on each TRE A or B being planned to conduct the simulator sessions and additional ground training duties comprising a Ground Training Block referred to in clause 25.2.11, plus sufficient additional appointments to allow each TRE A or B to rotate to the line once per year.
- (b) The determination of the number of appointments required will be transparent and both parties agree to work together to achieve an optimum establishment number. A review will be undertaken every three (3) bid periods to monitor the required establishment and the Association will be represented by at least one (1) TRE A or B representative.

25.2.2 **Seniority**

Seniority as determined under clause 16 will apply to all matters affecting TRE A or B pilots, except for reinstatement following redundancy in clause 25.2.6(c). For the purpose of allocations under clause 25, seniority for an A330 TRE A or B pilot is determined based on the pilot's position on the Base or Posting List.

25.2.3 **Duties of a TRE A or B**

A TRE A or B is required to undertake the following duties as approved by the Aviation Regulatory Authority:

- (a) training and checking duties in simulators;
- (b) training and checking duties in aircraft;
- (c) line flying in aircraft;
- (d) the conduct of training courses;
- (e) attendance at Company and industry meetings; and

- (f) duties as described in the TACM.

25.2.4 **Appointment and tenure**

- (a) An initial appointment to the position of TRE A or B will have a tenure of two (2) years. This initial tenure may be extended at the discretion of the HOTC or reduced by redundancy or lack of operational suitability.
- (b) A TRE A or B may be required to operate as a TRE A or B for two (2) years after attaining the relevant qualification (i.e. a two (2) year freeze period).

25.2.5 **Resignation**

- (a) A TRE A or B intending to resign from the TRE A or B appointment at the end of his or her tenure will give one (1) complete bid period's notice in writing of that intention. Where a pilot operates to 28 day bid periods, he or she will give two (2) complete bid periods' notice. The notice period may be reduced by agreement between the pilot and the HOTC (or delegate). It is not necessary to resign before transferring to another aircraft type however the two (2) year freeze period in clause 25.2.4(b) applies.
- (b) If, as a result of a resignation, it is necessary to train a replacement TRE A or B and the replacement is not readily available to commence training, the notice period referred to in clause 25.2.5(a) may be increased to a maximum of two (2) bid periods, except where there are mass resignations.
- (c) Written resignations will be accepted in the order of their receipt by the HOTC (or delegate).
- (d) Any dispute arising from this clause 25.2.5 will be discussed between the TRE A or B concerned and his or her Senior Training Captain. If the dispute is not resolved to the Training Captain's satisfaction, the matter will be reviewed by the HOTC (or delegate).

25.2.6 **Redundancy**

- (a) In the event of redundancy in the Flight Operations Training Department (at the discretion of the HOTC), the Company will provide a TRE A or B who is identified as being redundant with:
 - (i) at least three (3) complete bid periods' notice prior to the effective date of the redundancy; or
 - (ii) pay (calculated under clause 33.3) for the equivalent period in lieu of notice.
- (b) In the event of redundancy of a TRE A or B, the HOTC has discretion to decide who will be made redundant.
- (c) If, after redundancy, a number of TRE A or B pilots are subsequently re-instated, their re-instatement will be made in the order of their initial appointments as a TRE A or B.

25.2.7 **Operational suitability**

- (a) A TRE A or B who is identified as being operationally unsuitable to continue in his or her appointed position, will be given one (1) bid period's notice of termination of his or her appointment as a TRE A or B.
- (b) A TRE A or B who is considered to be operationally unsuitable will be advised by the HOTC of the reasons why he or she is considered to be unsuitable. The TRE A or B is entitled to be represented by the

Association or other representative nominated by the TRE A or B in relation to the matter.

25.2.8 **Leave**

The leave provisions of the Agreement will apply to TRE A or B except where inconsistent with this clause 25.2.8.

- (a) The Company will advise a TRE A or B of his or her annual leave entitlements, pro-rated as at 1 August each year in accordance with clause 36.2.1.
- (b) A list of 14 day leave periods available during the 12 months commencing on 1 August each year will be advertised no later than 1 April in the same year.
- (c) Bidding for annual leave, indicating preferences for leave periods, will close at 1000 (Sydney LT) on 1 May (or the next business day).
- (d) The Company will promulgate the allocation of leave no later than 1 June each year.
- (e) Annual leave may be assigned after the initial allocation if insufficient bids are received.
- (f) Additional leave periods will be advertised and allocated with sufficient time to allow allocation of leave four (4) weeks prior to the commencement of any bid period if training and/or TRE A or B establishment permits.
- (g) The Company will use every endeavour to honour any leave awarded to a pilot prior to commencing his or her appointment as a TRE A or B, notwithstanding the period of leave occurs during the supervisory appointment.

25.2.9 **LSL payment on termination**

Pro-rata LSL on termination of employment will be calculated using the applicable percentage hourly rate of pay for the accrued credited hours over the TRE A or B pilot's last six (6) completed bid periods (excluding any period of rotation to the line) if the pilot holds the supervisory appointment at the time of termination.

25.2.10 **Construction, allocation and promulgation of rosters**

- (a) Coincident with each bid period, the Company will provide each TRE A or B with either a 56 day or 28 day roster ('bid period roster') comprising a Ground Training Block or Blocks and a Flying Block or Blocks, with DDFDs contained in each block.
- (b) The allocation of Ground Training Blocks will be published (following bidding for them) within a time frame that adequately allows a TRE A or B to bid for flying (in the same manner that line pilots bid for flying).
- (c) The Company will provide each TRE A or B with a roster of all known duties for the immediately ensuing bid period (in the same manner that line pilots have their flying promulgated) no later than 1700 on Monday of week 8 [4] of each bid period.
- (d) 10 days prior to the commencement of each week, or part week (commencing on Mondays) of a TRE A or B bid period roster, the Company will provide details of known duties (such as report times, simulator session details, patterns and general administrative duties) via Crew Interactive Screen ('CIS') no later than 1700 (i.e. by 1700 on each Friday occurring 10 days before the relevant week or part week).

- (e) Where a TRE A or B has annual leave or LSL in a bid period, the length and value of the Ground Training Blocks and Flying Blocks will be scaled down proportionately.
- (f) Preferences for simulator duties and times, training or recurrent preferences, training or checking flights, reserve periods, self-training days, practice simulator sessions, construction of Ground Training Blocks etc. may be made specifically for each bid period or submitted as a 'standing bid' to be kept on file.
- (g) All personal training, instructor training requirements and practice simulators will be rostered after consultation with the TRE A or B following the allocation of flying by 'bid line allocation process' or in accordance with the pre-allocated training process. Any DDFDs infringed will be redesignated.
- (h) Every attempt will be made to accommodate requests for specific DDFDs within the constraints of the training program. The maximum number of consecutive DDFDs that can be requested are:
 - (i) one (1) group of six (6) days;
 - (ii) two (2) groups of three (3) days each; or
 - (iii) three (3) groups of two (2) days each,
 in each 56 day bid period or, if 28 day bid periods are being worked, in two (2) successive 28 day bid periods that correspond with the 56 day bid period cycle.
 Requests for groups of DDFDs additional to those above may be allocated after the initial allocation of DDFDs.

25.2.11 Ground Training Block construction

- (a) All TRE A or B pilots will be allocated a Ground Training Block of 24 [12] days each bid period.
- (b) A Ground Training Block is comprised of:
 - (i) 12 duty days (comprising but not limited to simulator sessions, route checks, base training, conducting courses etc.);
 - (ii) three (3) Reserve Days that may be used by the Company to assign additional duties;
 - (iii) eight (8) DDFDs; and
 - (iv) one (1) Available Day,
 in each 56 day bid period or, if 28 day bid periods are being worked, in two (2) successive 28 day bid periods that correspond with the 56 day bid period cycle.
- (c) TRE A or B cannot be required to carry out two (2) rostered duties commencing on the same calendar day except that a Training Review Meeting may be scheduled to take place before or after a simulator session. If a meeting is scheduled, a meal break of up to one (1) hour may be taken.
- (d) Two consecutive 'late night' simulator sessions (i.e. sessions with simulator start times prior to 0700 or finish times after 2300) cannot be allocated to a TRE A or B.
- (e) Following a duty, a TRE A or B is entitled to a MBTT of at least 12 hours unless otherwise agreed between the Company and the TRE A or B. For simulator duties, this is based on the planned briefing and de-briefing times.

25.2.12 **Reserve Days**

- (a) Three (3) Reserve Days will be allocated to each TRE A or B, within the Ground Training Block.
- (b) A Reserve Day may have pre-planned duties allocated to it.
- (c) A TRE A or B on a Reserve Day will be given the maximum practical notice of any work assignment and, unless he or she agrees to accept a lesser period of notice, will be entitled to a minimum eight (8) hours' notice for a recurrent or recency simulator session and 12 hours' notice for any other duty.

25.2.13 **Maintaining personal flying standard**

A TRE A or B will have adequate access to all training facilities to ensure that he or she maintains his or her personal flying standard to the requisite standard. To assist in maintaining the requisite standard, at least one (1) four-hour simulator session (which may be shared with another TRE A or B) will be rostered annually for each TRE A or B, if requested.

25.2.14 **Flying Block construction**

- (a) A 'Flying Block' is the period outside the Ground Training Block within a bid period.
- (b) The objective number of credited hours to be achieved in a Flying Block per bid period is 86 [43] (i.e. 170 [85] credited hours less the value of the Ground Training Block).
- (c) A Flying Block may contain self-sector flying, flying training and/or checking, self-training and additional duties as well as 15 (or where 28 day bid periods are being worked, in two (2) successive 28 day bid periods that correspond with the 56 day bid period cycle) DDFDs.
- (d) Flying will be allocated to the standard window of hours.
- (e) A TRE A or B can bid for flying to be carried out during a Flying Block in the same manner that pilots bid for flying, subject to the provisions of this clause 25.2.14. For the purposes of this clause, a TRE A or B will be deemed to be a PLH.

25.2.15 **Self-sector flying**

(a) **Minimum entitlement to self-sector flying**

An A350 or B787 qualified TRE A or B is entitled to be scheduled to the lesser of 30 sectors or 30% of divisor of flying per 6 [12] bid periods, to be used for the purpose of his or her personal flying ('self-sector flying'). An A380 or A330 TRE A or B is entitled to be scheduled for a minimum of 30 sectors of flying per six (6) [12] bid periods, to be used for the purpose of his or her personal flying ('self-sector flying'). The Company will use every endeavour to schedule a TRE A or B for a minimum of five (5) (or where 28 day bid periods are being worked, in two (2) successive 28 day bid periods that correspond with the 56 day bid period cycle) sectors of self-sector flying each bid period.

(b) **Exclusions**

Self-sector flying:

- (i) does not comprise planned training, sectors flown as 'support' pilot, sectors flown as pilot flying in order to provide support on training flights, support training or recency requirements for other pilots; and

- (ii) cannot be used for purposes other than personal flying unless notified otherwise by the Company at least three (3) days before departure (or as agreed between the TRE A or B and the Company).
- (c) **Reviewing self-sector flying**
Every second [fourth] bid period, self-sector flying for each TRE A or B will be reviewed to check that 10 sectors of self-sector flying have been flown ('the threshold criteria').
- (d) **Adjusting self-sector flying**
If the threshold criteria in clause 25.2.15(c) is not met, a correction in the bid period immediately following the review will be attempted subject to the Flight Operations Training Department training program. The self-sector threshold criteria does not apply during any agreed introduction period for new aircraft types.
- (e) **Rotation to the line counts as five (5) sectors of self-sector flying**
Any rotation to the line will count as five (5) (or where 28 day bid periods are being worked, in two (2) successive 28 day bid periods that correspond with the 56 day bid period cycle) sectors of self-sector flying for that bid period.
- (f) **Leave reduces the threshold criteria**
Every two (2) weeks of leave reduces the threshold criteria in clause 25.2.15(c) by one (1) sector.

25.2.16 DDFDs

- (a) **Entitlement**
 - (i) 23 (or where 28 day bid periods are being worked, in two (2) successive 28 day bid periods that correspond with the 56 day bid period cycle) DDFDs ('the standard DDFD entitlement') will be scheduled in a bid period roster, 8 [4] of which will be scheduled in the Ground Training Block and 15 (or where 28 day bid periods are being worked, in two (2) successive 28 day bid periods that correspond with the 56 day bid period cycle) of which will be scheduled in the Flying Block.
 - (ii) Where a TRE A or B takes annual leave or LSL in a bid period, the standard DDFD entitlement will be pro-rated accordingly.
- (b) **Infringement**
 - (i) DDFDs may be infringed when, due to disruptions or delays, no other TRE A or B is available to undertake a duty. DDFDs so infringed will be moved to commence at midnight on the next Available Day following the duty, or to a mutually agreed alternative date.
 - (ii) Where, despite the redesignation of DDFDs under clause 25.2.16(a), a TRE A or B does not receive 23 DDFDs (or where 28 day bid periods are being worked, in two (2) successive 28 day bid periods that correspond with the 56 day bid period cycle) in a bid period, the shortfall will be scheduled in the immediately ensuing bid period in addition to the standard DDFD entitlement.

25.2.17 **Contactability**

(a) **On last DDFD before an Available Day**

Contactability requirements as specified in RM54 must be observed by a TRE A or B on each last DDFD or day of leave before an Available Day.

(b) **Day before a Reserve Day**

Contactability requirements in RM54 must be observed on each day prior to a Reserve Day not containing pre-allocated duties.

(c) **Flying duty removed (with requirement to offset shortfall in credited hours)**

Where a TRE A or B is removed from a flying duty (other than flying associated with the conducting of route checks or base training) and the Company requires any resulting shortfall in credited hours to be offset, he or she will comply with the contactability requirements in RM51.

25.2.18 **Rostering changes**

(a) The Company must give at least one (1) calendar day's notice of a rostering change (unless otherwise agreed between the Company and a TRE A or B) except that:

- (i) for recurrent or recency sessions, the minimum period of notice may be reduced to eight (8) hours; and
- (ii) for other training duties, the minimum period of notice may be reduced to 12 hours.

(b) Any duty days cancelled during the Ground Training Block with more than 12 hours' notice may be rescheduled as duty days during the Ground Training Block.

(c) The Company may cancel duties at any time, but where a TRE A or B receives less than 12 hours' notice, the duty will be paid as if it had been performed.

(d) Subject to the provisions in clause 25.2.18(e), if a pattern of flying is cancelled or disrupted (other than flying associated with conducting route checks or base training) the Company may allocate:

- (i) alternative flying duties (other than flying associated with conducting route checks or base training) within the flying block; or
- (ii) ground training duties (comprising but not limited to simulator sessions, route checks, base training, conducting courses etc.) within the Flying Block,

to offset the credited hours value of the cancelled or disrupted pattern. The offset will be in accordance with Chapter 8 except that the obligation under RM43.2.2(d) is extinguished at the end of the Flying Block.

(e) The parties acknowledge that it is the intention that any flying shortfall will be replaced with flying, where possible. Further, the assignment of duties pursuant to clause 25.2.18(d) is subject to the following conditions:

- (i) the assignments must not project the TRE A and B to exceed 170 [85] hours or his or her personal divisor, whichever is greater; and

- (ii) in the case of a pattern of flying that is disrupted, clause 25.2.18(d) will not apply (i.e. no offset is required) if 85% of the original pattern value was achieved.
- (f) If a pattern of flying is downline disrupted and as a result incurs an increase in credited hours, the TRE A or B may, within 36 hours of completion of the pattern, either retain the hours or relinquish other duties to return to the value of his or her bid period roster prior to the disruption occurring.
- (g) Additional flying duties may be allocated to a TRE A or B in accordance with Chapter 12.
- (h) A TRE A or B cannot be allocated more than 2 [1] additional days of duty (excluding self-training days) attracting additional credited hours exceeding 170 [85] hours or personal divisor (whichever is greater) where another TRE A or B who has been allocated less than 2 [1] such duties is available and has expressed an interest in carrying out an additional duty.

25.2.19 Credited hours

- (a) **Ground Training Blocks and Flying Block combined**
The objective number of credited hours to be achieved per bid period (being the combined credited hours of the Ground Training Block and the Flying Block) is 170 [85].
- (b) **Company can assign duties up to 170 [85] credited hours or personal divisor (whichever is greater)**
Each bid period, the Company can assign duties up to 170 [85] credited hours or a TRE A or B's personal divisor, whichever is greater.
- (c) **Annual leave and LSL**
Each day of annual leave and LSL will attract a credited hours value of 170 [85] divided by 56 [28].
- (d) **Ground Training Block**
A Ground Training Block will have a guaranteed value of 84 [42] credited hours.
- (e) **Duty days**
 - (i) **Ground Training Block**
Duty days in the Ground Training Block attract six (6) credited hours (active credit) or the value determined under RM29 to RM32 inclusive, whichever is greater.
 - (ii) **Flying Block**
Duty days in the Flying Block attract normal credited hours. However, simulator sessions, conducting courses etc. and flying associated with the conducting of route checks or base training attract six (6) credited hours (active credit) per day or the normal credited hours of the duty whichever is greater.
- (f) **Additional assigned duty days**
In addition to allocating 170 [85] credited hours, the Company can assign up to two (2) additional duty days each bid period (or where 28 day bid periods are being worked, in two (2) successive 28 day bid periods that correspond with the 56 day bid period cycle) to a TRE A or B. If the Company assigns one (1) additional duty, it will attract (on

a passive credit basis) six (6) credited hours per day or the normal credited value of the day whichever is greater. If the Company assigns a second additional duty, it will attract a double payment of the applicable credit.

(g) **Presenting at ground training courses**

A TRE A or B acting as a presenter at a ground training course will accrue three (3) credited hours per day (passive credit) in addition to the duty day credit of six (6) hours.

(h) **Training review meetings**

Subject to clause 25.2.11(c), any duty time in excess of eight (8) hours will attract an additional one (1) credited hour (passive credit) for each hour (or part hour), noting that where a meal break is taken, the duty time will be correspondingly reduced.

25.2.20 **Payment for extended briefing and debriefing times**

(a) **Extended briefing**

The Company may extend the briefing times for simulator sessions. A TRE A or B is entitled to be paid for each minute of planned briefing time extending beyond 45 minutes.

(b) **Extended debriefing**

A TRE A or B may be entitled to extra payment for up to 15 minutes of additional debriefing time extending beyond the standard debriefing limit of 15 minutes. The entitlement in this clause 25.2.20(b) applies to:

- (i) any promotional training session where the trainee is rated Proficient with Training ('PT') or less;
- (ii) recurrent sessions where a pilot is rated PT or less; and
- (iii) combined development/recurrent sessions for S/Os, as nominated by the Company.

25.2.21 **Rotation to the line**

(a) A TRE A or B is entitled to rotate to the line for a full bid period at least once every 6 [12] bid periods, subject to clause 25.2.1(a). The timing of the rotation will be at the Company's discretion depending upon any increased training requirements but in any event the time between two (2) rotations for each TRE A or B will not exceed 12 [24] bid periods (unless the TRE A or B agrees otherwise) and the opportunity to rotate back to the line will be made available as soon as possible after the entitlement to rotate accrues.

(b) Eight (8) weeks prior to the commencement of each bid period, the Company will allocate the available 'rotation to the line' vacancies except that:

- (i) a TRE A or B will not be allocated more than one (1) rotation vacancy in a cycle of any six (6) consecutive bid periods ('cycle') if another TRE A or B who has not been allocated a rotation bids for a rotation in that cycle; and
- (ii) within each cycle and with respect to each aircraft type, a TRE A or B who has already been assigned a rotation (or rotations) will not be assigned a further rotation until all more senior TRE A or B have been assigned a rotation (or an equivalent number of rotations).

- (c) A TRE A or B who rotates to the line will be allocated a pattern line for the first rotation in any cycle. For any subsequent rotation in the cycle, a TRE A or B may be allocated a blank line subject to Chapter 4.
- (d) At the Company's discretion, a TRE A or B may rotate to the line more frequently or for longer periods than is permitted under clause 25.2.21(a), subject to clause 25.2.21(b)(i).

25.3 Conditions attaching to appointment of a CAT

25.3.1 Duties of a CAT

A Captain who is appointed by the Company and approved by the Aviation Regulatory Authority as a CAT may be allocated duties by the Company including:

- (a) training and checking duties in aircraft;
- (b) line flying in aircraft;
- (c) conducting final and pre-final command checks and final sectors of F/O training; and
- (d) duties as described in the TACM.

25.3.2 Line training duties and checking duties are not mutually exclusive

Nothing precludes a CAT who has been allocated to line training duties, from carrying out checking duties. Likewise, nothing precludes a CAT who has been allocated to checking duties, from carrying out line training duties.

25.3.3 Requirement to carry out training or checking duties

A pilot holding a CAT appointment is required to undertake training as directed by the Company except for the maintenance of recency.

An A380 or A330 pilot holding a CAT appointment is entitled to a minimum of 30 sectors self-flying per annum.

An A350 or B787 qualified pilot holding a CAT appointment is entitled to the lesser of 30% of divisor or 30 sectors self-flying per annum.

25.3.4 Appointment and tenure

- (a) An initial appointment to the position of CAT will have a tenure of two (2) years. This initial tenure may be extended at the discretion of the HOTC or reduced by redundancy or lack of operational suitability.
- (b) A CAT may be required to operate as a CAT for two (2) years after attaining the relevant qualification (i.e. a two (2) year freeze period).

25.3.5 Resignation (as per clause 25.2.5)

25.3.6 Redundancy (as per clause 25.2.6)

25.3.7 Operational suitability (as per clause 25.2.7)

25.3.8 Allocation of flying

A CAT may be allocated line training and/or checking duties on a fixed roster line pursuant to the provisions of RM16.1 with the balance of his or her pattern line being allocated in accordance with normal bidding and seniority. A CAT will have a component of self-flying each bid period.

25.3.9 Advertising leave slots

Where training is scheduled for a particular fleet, the Company may create a separate leave pool for CAT pilots for that fleet.

25.3.10 Allocation of Training

A CAT will be pre-allocated personal training and instructor training requirements in accordance with the pre-allocated training process. Any DDFD's infringed will be redesignated.

25.4 Conditions attaching to appointment of a TC

25.4.1 Duties of a TC

A TC who is appointed by the Company and approved by the Aviation Regulatory Authority as a Training Captain may be allocated duties by the Company including:

- (a) promotional training S/Os to F/Os in aircraft;
- (b) line flying; and
- (c) duties as described in the TACM.

25.4.2 Allocation of flying

A TC may be allocated to line training duties on a fixed roster line pursuant to the provisions of RM16.1 with the balance of his or her pattern line being allocated in accordance with normal bidding and seniority. A TC will have a component of self-flying each bid period.

25.4.3 Advertising leave slots

Where training is scheduled for a particular fleet, the Company may create a separate leave pool for TC pilots for that fleet.

25.4.4 Allocation of Training

A TC will be pre-allocated personal training and instructor training requirements in accordance with the pre-allocated training process. Any DDFD's infringed will be redesignated.

25.5 Conditions attaching to appointment of a TRI-FO

25.5.1 Duties of a TRI-FO

A TRI-FO who is appointed by the Company and approved by the Aviation Regulatory Authority as a TRI-FO may be allocated duties by the Company including:

- (a) training SOTs, S/Os and F/Os in simulators;
- (b) checking S/Os in simulators;
- (c) line flying in aircraft;
- (d) the conduct of training courses;
- (e) attendance at Company meetings; and
- (f) duties as described in the TACM.

25.5.2 Allocation of Training

A TRI-FO will be pre-allocated personal training and instructor training requirements in accordance with the pre-allocated training process. Any DDFD's infringed will be redesignated.

25.6 Conditions attaching to appointment of a Second Officer as a TRI-SO

25.6.1 Duties of a TRI-SO

A S/O who is appointed by the Company as a TRI-SO may be allocated duties including:

- (a) training SOTs and S/Os in simulators;

- (b) line flying in aircraft;
- (c) the conduct of training courses;
- (d) attendance at Company meetings; and
- (e) duties as described in the TACM.

25.6.2 **Allocating flying to a TRI-SO**

- (a) In respect to each bid period, each TRI-SO is entitled to a quantum of flying not exceeding the credited hour value of the bid period divisor divided by two (2).
- (b) A TRI-SO will be pre-allocated flying before the known flying is made available for bidding to line pilots. Patterns selected will be representative of normal flying patterns and will cover all routes for which the relevant TRI-SO is qualified.
- (c) The representative test to be applied will be as agreed between the Chief Pilot (or delegate) and the Association.

25.6.3 **Allocation of Training**

A TRI-SO will be pre-allocated personal training and instructor training requirements in accordance with the pre-allocated training process. Any DDFD's infringed will be redesignated.

26 Training and Qualification

26.1 **Qualifications required for promotional training and/or transfer to another aircraft type**

Before a pilot is considered by the Company to be qualified for commencement of training for promotion and/or transfer to another aircraft type, the pilot is required to:

- 26.1.1 have complied with Aviation Regulatory Authority licensing requirements;
- 26.1.2 be considered operationally suitable for training; and
- 26.1.3 have met the Company promotional criteria as set out in the Company's Manuals or completed at least five (5) years in a category or categories which qualify the pilot for the promotion sought.

26.2 **Notification of training commencement date**

- 26.2.1 The Company will normally give a pilot at least three (3) weeks' prior notification of the planned commencement date of his or her training.
- 26.2.2 At the commencement of training, the pilot will be advised of the planned arrangements for ground training, simulator and aircraft training.

26.3 **Relinquishing patterns to undergo training**

During any period of training for promotion and/or transfer to another aircraft type, a pilot will:

- 26.3.1 relinquish the patterns in his or her pattern line that cannot be flown because of duties associated with that training; and
- 26.3.2 be allocated flying by the Company for the purpose of his or her training.

26.4 **Duties for pilots undertaking training**

A pilot may be assigned a standby duty, simulator support or pattern that cannot be allocated to other pilots in accordance with RM61.1.1 (Priority 11), RM62 (Priority 11) or RM68 (Priority 15). If the duty needs to be allocated to a pilot on transitional training, it

will be allocated to a pilot so as to not interfere with the training program in the first instance.

26.5 Additional training requested by a pilot

A pilot desiring additional training may submit a request to the Company and accept whatever offer is made by the Company for the pilot to use the Company's training facilities subject to the following:

- 26.5.1 once the pilot has accepted an offer of training, he or she will not later reject the offer; and
- 26.5.2 where the training is additional to the training normally required of the pilot, it will not count as a training day or duty day.

26.6 Additional training required at Company's initiative

Where a pilot is required to undergo additional training as a result of having failed to maintain the required standard or having demonstrated a below standard performance, the additional training will not attract credited hours if:

- 26.6.1 the pilot is additional to the normal crew complement; or
- 26.6.2 in arranging the additional training, it becomes necessary for the Company to displace and pay a PLH for the pattern. Where another PLH is actually displaced from the pattern, the displaced pilot will be entitled to fixed pattern protection.

26.7 Recurrent training sessions and training flying

A pilot undergoing recurrent training sessions or training flying:

- 26.7.1 is entitled to be shown a copy of the training report by the instructor or check pilot;
- 26.7.2 must, in every instance where an adverse training report is made, be shown the report and sign it; and
- 26.7.3 will not normally be required to undergo recurrent training sessions between the hours of 2300 and 0500 local time.

26.8 Flight simulator training and recurrent training

26.8.1 Hours for scheduling simulator training, briefing and debriefing

A pilot undergoing simulator training will not be scheduled to undertake more than four (4) hours simulator training on any one (1) calendar day. Briefing and debriefing time will not normally exceed 1.5 hours and will be additional to the simulator training period. Promotional training simulator sessions may comprise one (1) hour and 15 minutes briefing time in which case the debriefing time will be limited to 15 minutes.

26.8.2 Recurrent training sessions policy

Recurrent training sessions ('sessions') may be conducted in the simulator in accordance with Aviation Regulatory Authority and Company requirements, subject to the following conditions:

- (a) sessions will not be conducted between the hours of 2359 and 0500 local time except in the circumstances where a recurrent training session must be undertaken for the purpose of recency and no other session time is available before the recency expires;
- (b) the combined briefing and debriefing time will not exceed 90 minutes, provided that briefing time will not exceed 60 minutes;
- (c) a pilot will be given adequate time to adapt to the particular characteristics of the simulator before commencing a session or check;

- (d) each flight station of the simulator will be crewed during sessions;
- (e) a pilot will not be assigned to undertake sessions if the simulator time for a recurrent training exercise plus the pilot's flying hours for the preceding 29 days would exceed 100 hours.

26.8.3 CRM assessability

If Crew Resource Management ('CRM') techniques and all other elements of simulator training become assessable, a performance in CRM that is less than satisfactory may only be recorded when it results in a degraded technical performance that would, in itself, constitute grounds for failure until CRM is replaced by the Evidence Based Training ('EBT') grading in the TACM route qualifications.

26.9 Route qualifications

26.9.1 Qualifying for all routes flown by pilots on a particular aircraft type

The Company will offer to each pilot allocated to a particular aircraft type the opportunity to qualify for all routes flown by pilots on that aircraft type at the pilot's base or posting:

- (a) in Company time; and
- (b) with applicable credited hours.

26.9.2 Adding a permanent new route or airport

When a permanent new route or airport is added to the routes normally serviced by a particular aircraft type from a base or posting, the Company will offer to each pilot allocated to that aircraft type and base or posting the opportunity to qualify for the new route or airport:

- (a) in Company time; and
- (b) with applicable credited hours.

26.9.3 Adding a temporary new route or airport

When a temporary new route or airport is added to the routes normally serviced by a particular aircraft type, the Company will offer to each pilot allocated to that aircraft type who is allocated a pattern line containing the new route or airport the opportunity to qualify:

- (a) in Company time; and
- (b) with applicable credited hours.

However, a pilot's failure to hold qualification for the temporary new route or airport will not be sufficient reason for the Company to reject the pilot's bid for a pattern line containing the new route or airport unless the pilot has refused an opportunity to acquire the qualification. This clause 26.9.3 does not apply to BLHs for whom the opportunity for route qualifications will be provided at the Company's discretion.

26.9.4 Pilot's responsibility to maintain route qualifications

- (a) Each pilot is responsible for maintaining route qualifications by bidding for patterns containing the necessary relevant routes or airports, or by synthetic means if that is available.
- (b) If, despite complying with clause 26.9.4(a):
 - (i) a pilot has not been allocated a pattern enabling his or her route qualifications to be maintained for the aircraft type and airport; and/or

- (ii) the opportunity for maintaining route qualifications by synthetic means has not been available,

and the pilot is required to fly over the route to maintain or renew his or her route qualifications, the pilot will be offered the opportunity to do so in Company time and with applicable credited hours.

- (c) A pilot's time spent in renewing or maintaining route qualifications by synthetic means will be considered a training or duty day.
- (d) If, as a result of failing to comply with clause 26.9.4(a) a pilot's route qualifications have lapsed:
 - (i) the pilot will renew his or her qualifications by synthetic means, if possible, in the pilot's own time and without credited hours; or
 - (ii) the pilot may be required to renew his or her qualifications by flying over the route with another qualified pilot and will not be entitled to pattern protection for the pattern or patterns from which the pilot is removed for this purpose.

26.10 Recency and recurrent training requirements

26.10.1 Keeping a check on compliance with recency and recurrent training requirements

The Company and each pilot will keep a constant check on the pilot's compliance with recency and cyclic training requirements.

26.10.2 Pilots to give notification of expiry date of recency and recurrent training qualifications to Company

A pilot will give Aircrew Operations not more than 28 days and not less than seven (7) days prior notification of the expiry date of any recency or recurrent training qualification except where the notification would require the pilot to contact the Company whilst on annual leave or LSL, in which case the Company will accept notification immediately prior to the commencement of the leave.

26.10.3 Pattern protection if a pilot is not given an opportunity to maintain recency or recurrent training requirements

A pilot who is removed from an allocated pattern or patterns will be available and pattern limited pattern protected if:

- (a) the pilot notifies the Company of the expiry date of any recency or recurrent training qualifications; and
- (b) the Company does not offer an opportunity to maintain the pilot's recency or recurrent training requirements and the pilot is removed from an allocated pattern or patterns.

26.10.4 Failure to notify the Company or accept the Company's offer of an opportunity to maintain recency or recurrent training requirements

If a pilot fails to notify the Company of the expiry date or does not accept the Company's offer of an opportunity to maintain recency or recurrent training qualifications, the pilot may be removed from an allocated pattern or patterns to undertake the required training and will not be entitled to pattern protection for that purpose.

26.10.5 Breaking a period of leave to perform recency flying

A pilot, with Company approval, may break a period of leave to perform recency flying and the method of reallocating the infringed leave will be at the Company's discretion.

26.11 Paired flying for promotional training

A F/O who has been allocated a Command Training vacancy or a pilot who has previously failed a promotional training program, may be 'paired' with a CAT A, B or D for up to one (1) bid period.

The flying for the CAT A, B or D will be allocated normally.

After the flying for Captains is allocated, selected patterns will be removed from the F/Os or S/Os pool of flying, as applicable, for allocation to F/Os or S/Os involved in this program. The remaining flying will be allocated to F/Os or S/Os normally.

Pay for F/Os or S/Os involved in this program will be as though on Transitional Training.

27 Pilot Assessment Committee

27.1 Assessing a pilot's suitability for training

Where a pilot has not been cleared for training for promotion and/or transfer to another aircraft type, the PAC may, at the request of the pilot, assess the pilot's suitability for training, having regard to:

- (a) the pilot's flying experience and qualifications;
- (b) flight training reports and Captains' confidential crew reports;
- (c) PAC members' personal knowledge of the pilot and/or the personal knowledge of any other training Captain called upon to assist the committee;
- (d) the pilot's performance over the previous five (5) years and, where it is considered helpful, the pilot's earlier record;
- (e) the results of any flight check conducted in accordance with previous promotional training; and
- (f) any written representation by the pilot provided to the PAC for its consideration.

27.2 Where the PAC is equally divided in its assessment

Where the PAC is equally divided in its assessment of a pilot, the pilot will be considered to be approved for training for promotion and/or aircraft type transfer.

27.3 Findings of the PAC are confidential

The findings of the PAC are confidential and will be provided to the Chief Pilot.

27.4 Company to arrange counselling

The Chief Pilot will arrange counselling for a pilot if a negative finding is made by the PAC, as soon as practicable.

27.5 Constitution of the PAC

- 27.5.1 The PAC is a committee comprised of three (3) members nominated by the Company and three (3) members (who are CAT A, B or D pilots employed by the Company) nominated by the Association.
- 27.5.2 In the event the Association is unable to appoint members to a PAC within three (3) weeks from the date upon which the Company informed the Association of the requirement to appoint members to the PAC, the Chief Pilot may decide the outcome of the matter.
- 27.5.3 The Chairperson of the PAC will alternate between a committee member representing the Company and a committee member representing the Association.

PART 4 – TRAVELLING AND WORKING AWAY FROM A BASE OR POSTING

28 Daily Travelling Allowance

28.1 Appendix G – Daily Travelling Allowance

Appendix G will continue to apply until replaced by clause 28.3 as per the implementation schedule.

28.2 Appendix H – Meals

Appendix H – Meals will continue to apply until replaced by clause 28.3 as per the implementation schedule.

28.3 Entitlement to daily travelling allowance

The Company will pay a daily travelling allowance (DTA) to a pilot to compensate for the cost of food and drink, additional incidental expenses, including laundry, and other expenses incurred at a higher cost than would normally be the case, which may from time to time be incurred during service away from the pilot's base or posting. The DTA will be paid through payroll in arrears.

DTA will be calculated and paid utilising the meal and incidental rates for the highest salary band, presently \$221,551 and above published in Tax Determination TD2019/11 (as updated from time to time) as set out in (a) and (b) below (the DTA).

(a) DTA part A

- (i) Units: Pilots will be paid DTA based on the hours and/or part hours from sign-on to sign-off.
- (ii) Rate: For tours of duty including an international sign on or sign off, the applicable daily amount for meals and incidentals specified for the slip port country divided by 24, except for a duty between two international slip ports where the departure port will determine the applicable rate.
- (iii) For tours of duty signing on and off in domestic ports, the applicable average daily amount for meals and incidentals in Australian capital cities divided by 24.
- (iv) Amount payable: units in (i) above multiplied by the rate in (ii) above.

(b) DTA part B

- (i) Units: Pilots will be paid DTA based on the hours and/or part hours from sign-off in a slip port to the subsequent sign-on.
- (ii) Rate: The applicable daily amount for meals and incidentals specified for the slip port country, divided by 24.
- (iii) Amount payable: units in (i) above multiplied by the rate in (ii) above.

Examples of how DTA is calculated pursuant to (a) and (b) above, are set out in Part B of Schedule 1.

29 Accommodation

29.1 Company to provide first class accommodation

- 29.1.1 For the purpose of selecting a hotel for accommodation of pilots, first class accommodation includes, but is not limited to:
- (a) the hotel must comply with fire safety and hygiene standards, and be of a high security standard, with regard to the location of hotel premises, the hotel security procedures and the individual room protection;
 - (b) accommodation shall be clean, with rooms which provide rest and are free of extraneous noise and other factors which prevent adequate rest;
 - (c) each pilot shall have an individual room;
 - (d) provision of air conditioning and/or heating is provided appropriate to the environment;
 - (e) rooms to have quality furnishings and lighting with comfortable and clean bedding;
 - (f) private self-contained bathrooms and toilets provided in each individual room;
 - (g) complimentary in-room WiFi;
 - (h) rooms must be provided with the ability to reduce the impact of external light, e.g. blackout curtains, especially where rest periods occur during daylight hours;
 - (i) restaurant facilities must be provided within the hotel and facilities for room service must be available;
 - (j) adequate and clean recreational facilities, preferably available within the confines of the hotel;
 - (k) adequate insurance must be provided to pilots with respect to personal injury or property within the hotel grounds and close proximity. The Company's policy excludes cash and jewellery; and
 - (l) hotels located at airports will only be considered in special circumstances including but not limited to charters, unscheduled events, security threats.
- 29.1.2 In selecting hotel accommodation, due regard must be given to the locality, environment inside and outside of the hotel, noise, transport, availability of acceptable standards of meals, services and recreational facilities.
- 29.1.3 When considering a hotel, Qantas and the Association may agree to vary or waive the matters set out in clause 29.

29.2 Changes to hotel accommodation

- 29.2.1 When either the Company or the Association seeks to make a change to existing hotel accommodation, the party desiring the change must give written notice to the other party, at least 90 days before the expiration of the current contract with the hotel, except where the change is caused by circumstances beyond the control of the Company.
- 29.2.2 The Company will provide sufficient notice of a move to a new hotel to allow for a 'joint' inspection of the proposed new hotel by the Company and the Association and the Company will facilitate an Association representative participating in the hotel inspection. To facilitate the hotel inspection, Qantas will

provide non-operational duty travel, ground transportation and accommodation.

- 29.2.3 If no agreement is reached on the selection of a new hotel, the matter will be determined by direct reference to a Board of Appeal as constituted under clause 46. Pending the decision of the Board of Appeal, the existing accommodation arrangements will continue except in the situation where the change is caused by circumstances beyond the control of the Company.

29.3 Changes to arrangements relating to meals

The Company and the Association will confer before deciding upon meal arrangements or changes to existing arrangements. Conferences will be arranged by notification by the party desiring the change or new arrangements to the other party.

29.4 Allowances payable for duty (other than flight duty) overseas

A pilot overseas on duty other than flight duty will be paid the applicable allowances specified in the Company manuals.

30 Home Transport and Related Arrangements

30.1 Circumstances in which the Company will provide transport between a pilot's home and the airport, and return

Transport between a pilot's home and the airport (as defined in 30.1.6) and return (and, for Captains, transport will be by direct route) will be provided by the Company in the following circumstances:

30.1.1 Where patterns exceed one (1) calendar day

Where patterns exceed one (1) calendar day and:

- (a) the operating crew has a crew complement of two (2) or three (3) pilots; and
- (b) the pilot is scheduled to operate the last Tour of Duty on which a pilot returns to base or posting that includes more than two (2) hours between 0100 and 0459 (LT) based on the departure port.

30.1.2 Additional patterns that attract a home transport entitlement:

A pilot will be entitled to home transport on patterns containing the following:

- (a) a two (2) or three (3) pilot back of the clock CGK/SYD sector; or
- (b) a four (4) pilot direct JNB/SYD sector.

30.1.3 Where a tour of duty exceeds 14 hours

Where a tour of duty (including solely deadheading duty periods and one (1) day patterns) on which a pilot returns to base or posting exceeds 14 hours, regardless of the time that the pilot is freed from duty.

30.1.4 Extensions to the last tour of duty in a pattern

At the completion of a pattern, where a pilot has elected to extend his or her tour of duty during the last tour of duty of the pattern:

- (a) beyond eight (8) hours flight time (2 pilot crew);
- (b) beyond 11 hours tour of duty (2 pilot crew);
- (c) beyond 14 hours tour of duty (3 pilot crew).

30.1.5 Two-pilot crews rostered for more than 11 hours tour of duty or eight (8) hours flight time

Where a two (2) pilot crew is rostered for more than 11 hours tour of duty or eight (8) hours flight deck duty, unless the pilot has exercised his or her discretion under RM21.2.

30.1.6 For the purpose of clause 30.1 an airport is either the pilot's base, posting or airport at the pilot's place of domicile (provided the place of domicile is serviced by a Qantas Group airline).

30.2 Home transport entitlements are fixed prior to a pilot's departure from base or posting

Except where a pilot elects to extend his or her tour of duty during the last tour of duty of a pattern as per clause 30.1.4, a pilot's entitlement to transport under this clause 30.2 is fixed prior to the pilot's departure from base or posting once a pilot confirms his or her availability.

30.3 Pilots away from base or posting on flight duty

Where a pilot is away from his or her base or posting, the Company will provide transport to and from the airport and the place of Company accommodation.

30.4 Pilots away from base or posting on duty other than flight duty

When away from the pilot's base or posting on duty other than flight duty, ground transport will be provided for duty trips unless an allowance for transport is paid or ground transport costs are reimbursed to a pilot as provided in Company manuals.

30.5 Home transport in a pilot's domicile

Where the entitlement to home transport is utilised in the pilot's domicile the pilot is entitled to the existing home transport boundary (if available) and in the absence of a boundary an amount equal to the price cap in clause 30.6.

30.6 Public transport option

When a pilot is entitled to home transport under clause 30.1, the pilot may use ground / surface public transport (other than taxi, hired car or equivalent) in lieu of company provided transport subject to a price cap as agreed between the Company and the Association.

31 Duty Travel

31.1 Definitions for duty travel provisions only

For the purposes of this clause 31:

31.1.1 'Company aircraft' means A380, B747, A350, B787, A330, and B737 aircraft operated by the Company; and

31.1.2 'not available', when used in the context of first class travel (or, where applicable, business class travel), only applies to aircraft which are not fitted with first class seats (or, where applicable, business class seats).

31.2 Travel on other Qantas Group Aircraft

Where it is not possible for the Company to provide Duty Travel on Company Aircraft, pilots may be provided duty travel on other Qantas Group Aircraft. The provisions of clauses 31.4, 31.5 and 31.6 will apply to duty travel on Qantas Group Aircraft in the same manner as they apply to duty travel on Company Aircraft.

31.3 Positioning pilots for duty and returning them to base or posting

The Company will provide travel for pilots to position them for duty and return them to their base or posting to complete duty, in accordance with the provisions of this clause 31.

31.4 Standard of duty travel

31.4.1 Subject to clause 31.7, the following pilots are entitled to first class travel for all duty travel:

- (a) Captains;
- (b) F/Os; and
- (c) Pilots who have achieved the status of S/O for five (5) years or more.

31.4.2 S/Os who are not covered in clause 31.4.1, are entitled to the following standard of duty travel:

- (a) on Company aircraft, booked business class, upgradeable to the highest class configured on that aircraft if a seat is available at the time of departure of the aircraft; or
- (b) on other carriers (but excluding travel on foreign carriers referred to in clause 31.7), booked first class, if a seat is available in that class at the time the booking is made. If first class seats are not available at the time of booking, a pilot will be booked in the highest class available, with an entitlement to be upgraded to the highest class configured on that aircraft and his or her ticket endorsed 'first class'.

31.5 Pilots accepting other than first class seating in particular circumstances

Notwithstanding the provisions of clause 31.4, where first or business class travel is not available on Company aircraft and the reason for either class of duty travel is not attributable to an over-sale of first or business class seats, the following provisions apply, subject always to a pilot's obligation to comply with the requirements of the Aviation Regulatory Authority with respect to having adequate rest and being fit to perform duty as required:

31.5.1 Domestic sectors

(a) Business class

On a domestic sector, where no other Company aircraft which is configured with first class seats (except where the Company operates an aircraft in a cosmetic configuration with first class seats being made available to business class passengers) departs within two (2) hours of the service on which a pilot is booked, a pilot will accept business class on Company aircraft.

(b) Economy class

On a domestic sector, where no other Company aircraft which is configured with business class seats is available before a pilot's next operating sector in the same tour of duty (except where the Company operates an aircraft in a cosmetic configuration with business class seats being made available to economy class passengers), he or she will accept travel in economy class.

31.5.2 International sectors

On an international sector, where no other Company aircraft which is configured with first class seats departs within six (6) hours of the service on which a pilot is booked, the pilot will accept business class on Company aircraft.

- 31.5.3 Higher class section blocked off and unavailable for commercial sale**
- Where the Company has blocked off a class of seating that is higher than the seating planned under clause 31.5.1, making it unavailable for commercial sale, a pilot will be provided with the relevant lower class seating at check in, but has the right to take up the highest class seating once he or she has boarded the aircraft, ahead of any other requirements for those seats except as required by the pilot in command. Seating provided at check in will remain available to the pilot throughout the flight for meals and other cabin services, but there is no requirement for the Company to provide meals or service in the blocked off zone to pilots who elect to take up the highest class seats once they have boarded the aircraft.
- 31.5.4 Travelling in a higher class of seating on another Company aircraft**
- Rather than accept the seating planned under clause 31.5.1, a pilot may travel in a higher class of seating on another Company aircraft provided that the travel on the other aircraft does not, due to flight time limitations, disrupt the pilot's pattern of flying, but:
- (a) the pilot will not accrue any additional pay credits; and
 - (b) the travel on that other aircraft will not generate an en-route slip.
- 31.5.5 All tickets endorsed for first class travel**
- All tickets will be endorsed so as to allow first class travel in the event that there is a late change in configuration of seats.
- 31.5.6 Maximum of two (2) consecutive sectors in other than first class in tour of duty**
- A pilot will travel in a class other than first class for a maximum of two (2) sectors in a single tour of duty. Where it is impractical to administer, this provision may be varied but only if the Company first obtains the Association's approval.
- 31.5.7 Maximum deadheading in tour of duty when duty travel includes economy class seating**
- (a) Subject to clause 31.5.7(b), where any travel within a tour of duty includes economy class seating it will be limited to a maximum of 2.5 hours unless otherwise agreed with the Association.
 - (b) Notwithstanding clause 31.5.7(a), on a Sydney to Cairns sector, where no other Company aircraft which is configured with a higher class of seating is available on the day of travel, a pilot will accept economy class seating provided he or she slips overnight in Cairns before operating another sector.
- 31.5.8 Maximum deadheading in tour of duty when duty travel includes only business or mixed class seating**
- Where travel is to be in business class or a mixture of first, business and/or economy class, the maximum scheduled time of deadheading in a single tour of duty will be 14 hours unless otherwise agreed with the Association.
- 31.5.9 Business class seats to be approved by the Association**
- Travel in business class will only be in a seat approved by the Association and a list of those approved seats will be held on file by the Company.
- 31.5.10 Allocation of seating when travelling in economy class**
- Where the aircraft is only fitted with economy class seats:
- (a) the Company must allocate pilots a seat that is in an emergency exit row or a bulkhead row;

- (b) the seat adjacent to the pilot must remain vacant if immediately preceding an operating sector, or be the last sold in other cases; and
- (c) the pilot must be allocated to the highest class seating fitted to the aircraft.

31.6 Pilots accepting economy class seating in empty, all economy class aircraft

Despite clauses 31.4 and 31.5, pilots will accept travel in empty, all economy, Company aircraft.

31.7 Travel on foreign carriers in certain regions

31.7.1 Regions where this clause 31.7 will apply

This clause 31.7 will operate in relation to deadheading wholly within the following regions ('regions'):

- (a) Asia (including Japan);
- (b) Europe;
- (c) USA;
- (d) South Africa; and
- (e) New Zealand.

31.7.2 During downline disruptions

When a pilot is downline disrupted and first class travel on foreign carriers in the regions is not available, all pilots will accept travel in the highest class available. If such travel is economy class, it will be limited to a single sector tour of duty with a maximum of four (4) hours block time, unless the Association agrees otherwise.

31.7.3 Planned travel on foreign carriers

Except for clauses 31.4.1 and 31.4.2, where first class travel on a foreign carrier in the regions is not available, all pilots will accept planned duty travel arrangements in business class, but such travel will be limited to a maximum of four (4) hours block time, will not be between the hours of 2200-0600 and will be by the most direct route (single sector if possible).

31.7.4 Meal allowance

If travel in business or economy class encompasses a meal period and a first class meal is not provided on the aircraft, pilots will be entitled to receive a meal allowance.

31.7.5 Travel on foreign carriers outside the regions specified in clause 31.7

Except for the provisions in clause 31.7, where it is impossible for the Company to provide duty travel in accordance with clauses 31.4, 31.5 or 31.6, pilots will be provided with first class travel on another carrier except that where first class is unavailable, pilots will accept travel in the highest class available, subject to the Association's approval.

31.8 Travelling to, or returning from, a basing or posting

31.8.1 A pilot who is proceeding to, or returning from, a basing or a posting will not be required to travel continuously in excess of 24 hours.

31.8.2 Where it is necessary for a pilot who is entitled to first class travel to stopover en route:

- (a) he or she will retain a first class travel priority throughout the entire journey; and

(b) the Company will provide first class meals and accommodation for the pilot during the stopover.

31.8.3 This clause 31.8 also applies to a pilot's spouse and dependent children.

PART 5 - PAY AND RELATED MATTERS

32 Classifications and Pay Rates

32.1 Definitions for pay clauses

For the purposes of this clause 32, 'years of service' as a pilot means service as a pilot with the Company excluding service as a SOT.

32.2 Calculating pay for each bid period

Except as provided elsewhere in this Agreement, a pilot will be paid the greater of the number of credited hours accrued by the pilot in a bid period and MGH, calculated at the applicable line hourly rates of pay.

32.3 Pay Tables for A380, B747, A350, A330/A350 SFF, A330 and B767

32.3.1 'Years of service' when used in the tables at clauses 32.4.3, 32.4.4, 32.4.5, 32.7 refers to years of service as a pilot employed either under this Agreement (or a predecessor Agreement) or the Short Haul Enterprise Agreement (or a predecessor Agreement).

32.3.2 For a B767 pilot, the line hourly rate of pay will be 10 percent less than A330 rates.

32.4 Payment on commencement of Agreement

A pilot employed under this Agreement on the date of commencement of this Agreement will receive a one-off back payment calculated as follows:

32.4.1 Credited hours accrued by the pilot for the period commencing the first full pay period on or after 1 July 2019 up until the commencement of the first full pay period commencing on or after the commencement date of this Agreement multiplied by the hourly rate applying for that period and further multiplied by 0.03 (3%).

32.4.2 A pilot who is on leave without pay on the date of commencement will not receive a payment in accordance with 32.4.1 until and unless the pilot returns to work under this Agreement or a successor agreement.

32.4.3 Captain line hourly rates of pay

(a) Effective from the first pay period on or after commencement of this Agreement

Year of service	A380	A330/A350 SFF A350	B747	A330
0 - 3	\$314.50	\$299.53	\$299.53	\$285.27
4	\$317.16	\$302.07	\$302.07	\$287.70
5	\$319.63	\$304.41	\$304.41	\$289.89
6	\$321.95	\$306.62	\$306.62	\$292.05
7	\$324.54	\$309.08	\$309.08	\$294.30
8	\$326.96	\$311.39	\$311.39	\$296.55
9	\$329.05	\$313.39	\$313.39	\$298.47
10	\$331.47	\$315.70	\$315.70	\$300.68
11	\$333.63	\$317.73	\$317.73	\$302.56
12	\$335.85	\$319.87	\$319.87	\$304.63

(b) Effective from the first pay period on or after 1 July 2020

Year of service	A380	A330/A350 SFF A350	B747	A330
0 - 3	\$323.94	\$308.52	\$308.52	\$293.83
4	\$326.67	\$311.13	\$311.13	\$296.33
5	\$329.22	\$313.54	\$313.54	\$298.59
6	\$331.61	\$315.82	\$315.82	\$300.81
7	\$334.28	\$318.35	\$318.35	\$303.13
8	\$336.77	\$320.73	\$320.73	\$305.44
9	\$338.93	\$322.79	\$322.79	\$307.43
10	\$341.42	\$325.17	\$325.17	\$309.70
11	\$343.64	\$327.27	\$327.27	\$311.64
12	\$345.93	\$329.46	\$329.46	\$313.77

(c) Effective from the first pay period on or after 1 July 2021

Year of service	A380	A330/A350 SFF A350	B747	A330
0 - 3	\$333.65	\$317.78	\$317.78	\$302.64
4	\$336.47	\$320.46	\$320.46	\$305.22
5	\$339.10	\$322.94	\$322.94	\$307.55
6	\$341.55	\$325.29	\$325.29	\$309.83
7	\$344.31	\$327.91	\$327.91	\$312.22
8	\$346.88	\$330.35	\$330.35	\$314.61
9	\$349.09	\$332.47	\$332.47	\$316.65
10	\$351.66	\$334.92	\$334.92	\$318.99
11	\$353.95	\$337.08	\$337.08	\$320.99
12	\$356.31	\$339.35	\$339.35	\$323.18

(d) Effective from the first pay period on or after 1 July 2022

Year of service	A380	A330/A350 SFF A350	B747	A330
0 - 3	\$343.66	\$327.31	\$327.31	\$311.72
4	\$346.57	\$330.08	\$330.08	\$314.38
5	\$349.27	\$332.63	\$332.63	\$316.77
6	\$351.80	\$335.05	\$335.05	\$319.13
7	\$354.64	\$337.74	\$337.74	\$321.59
8	\$357.28	\$340.26	\$340.26	\$324.05
9	\$359.57	\$342.45	\$342.45	\$326.15
10	\$362.21	\$344.97	\$344.97	\$328.56
11	\$364.56	\$347.20	\$347.20	\$330.62
12	\$366.99	\$349.53	\$349.53	\$332.88

(e) Effective from the first pay period on or after 1 July 2023

Year of service	A380	A330/A350 SFF A350	B747	A330
0 - 3	\$353.97	\$337.13	\$337.13	\$321.07
4	\$356.96	\$339.98	\$339.98	\$323.81
5	\$359.75	\$342.61	\$342.61	\$326.28
6	\$362.35	\$345.10	\$345.10	\$328.70
7	\$365.28	\$347.87	\$347.87	\$331.24
8	\$368.00	\$350.47	\$350.47	\$333.77
9	\$370.35	\$352.72	\$352.72	\$335.93
10	\$373.08	\$355.32	\$355.32	\$338.42
11	\$375.50	\$357.61	\$357.61	\$340.54
12	\$378.00	\$360.01	\$360.01	\$342.87

32.4.4 **First Officer line hourly rates of pay**

(a) Effective from the first pay period on or after commencement of this Agreement

Year of service	A380	A330/A350 SFF A350	B747	A330
0-2	\$179.31	\$170.78	\$170.78	\$162.63
3	\$186.53	\$177.65	\$177.65	\$169.10
4	\$191.16	\$182.06	\$182.06	\$173.38
5	\$198.77	\$189.28	\$189.28	\$180.30
6	\$203.63	\$193.93	\$193.93	\$184.69
7	\$208.04	\$198.13	\$198.13	\$188.71
8	\$212.62	\$202.49	\$202.49	\$192.87
9	\$214.70	\$204.48	\$204.48	\$194.69
10	\$217.07	\$206.74	\$206.74	\$196.89
11	\$219.13	\$208.70	\$208.70	\$198.80
12	\$221.64	\$211.08	\$211.08	\$201.00

(b) Effective from the first pay period on or after 1 July 2020

Year of service	A380	A330/A350 SFF A350	B747	A330
0-2	\$184.69	\$175.91	\$175.91	\$167.51
3	\$192.13	\$182.98	\$182.98	\$174.17
4	\$196.89	\$187.52	\$187.52	\$178.58
5	\$204.73	\$194.96	\$194.96	\$185.71
6	\$209.74	\$199.75	\$199.75	\$190.23
7	\$214.28	\$204.07	\$204.07	\$194.37
8	\$219.00	\$208.56	\$208.56	\$198.65
9	\$221.14	\$210.61	\$210.61	\$200.53
10	\$223.58	\$212.94	\$212.94	\$202.80
11	\$225.71	\$214.96	\$214.96	\$204.76
12	\$228.28	\$217.41	\$217.41	\$207.03

(c) Effective from the first pay period on or after 1 July 2021

Year of service	A380	A330/A350 SFF A350	B747	A330
0-2	\$190.23	\$181.19	\$181.19	\$172.53
3	\$197.89	\$188.47	\$188.47	\$179.39
4	\$202.80	\$193.15	\$193.15	\$183.94
5	\$210.87	\$200.81	\$200.81	\$191.28
6	\$216.03	\$205.74	\$205.74	\$195.94
7	\$220.71	\$210.20	\$210.20	\$200.20
8	\$225.57	\$214.82	\$214.82	\$204.61
9	\$227.78	\$216.93	\$216.93	\$206.55
10	\$230.29	\$219.33	\$219.33	\$208.89
11	\$232.48	\$221.41	\$221.41	\$210.91
12	\$235.13	\$223.93	\$223.93	\$213.25

(d) Effective from the first pay period on or after 1 July 2022

Year of service	A380	A330/A350 SFF A350	B747	A330
0-2	\$195.94	\$186.62	\$186.62	\$177.71
3	\$203.83	\$194.13	\$194.13	\$184.77
4	\$208.88	\$198.94	\$198.94	\$189.46
5	\$217.20	\$206.83	\$206.83	\$197.02
6	\$222.51	\$211.91	\$211.91	\$201.81
7	\$227.33	\$216.50	\$216.50	\$206.20
8	\$232.34	\$221.26	\$221.26	\$210.75
9	\$234.61	\$223.44	\$223.44	\$212.74
10	\$237.20	\$225.91	\$225.91	\$215.15
11	\$239.45	\$228.05	\$228.05	\$217.23
12	\$242.19	\$230.65	\$230.65	\$219.64

(e) Effective from the first pay period on or after 1 July 2023

Year of service	A380	A330/A350 SFF A350	B747	A330
0-2	\$201.82	\$192.22	\$192.22	\$183.04
3	\$209.94	\$199.95	\$199.95	\$190.32
4	\$215.15	\$204.91	\$204.91	\$195.14
5	\$223.72	\$213.04	\$213.04	\$202.93
6	\$229.19	\$218.27	\$218.27	\$207.87
7	\$234.15	\$223.00	\$223.00	\$212.39
8	\$239.31	\$227.90	\$227.90	\$217.07
9	\$241.65	\$230.14	\$230.14	\$219.13
10	\$244.32	\$232.69	\$232.69	\$221.61
11	\$246.64	\$234.89	\$234.89	\$223.75
12	\$249.45	\$237.57	\$237.57	\$226.23

32.4.5 **Second Officer line hourly rates of pay**

(a) Effective from the first pay period on or after commencement of this Agreement

Year of service	A380	A330/A350 SFF A350	B747	A330
1	\$94.33	\$94.33	\$94.33	\$94.33
2A	\$100.95	\$100.95	\$100.95	\$100.95
2B	\$130.01	\$117.95	\$123.82	\$117.95
3	\$136.88	\$124.08	\$130.36	\$124.08
4	\$140.88	\$127.73	\$134.16	\$127.73
5	\$148.07	\$134.31	\$141.02	\$134.31
6	\$152.13	\$137.97	\$144.90	\$137.97
7	\$155.90	\$141.41	\$148.48	\$141.41
8	\$163.52	\$148.34	\$155.74	\$148.34
9	\$165.65	\$150.16	\$157.78	\$150.16
10	\$167.98	\$152.40	\$159.98	\$152.40
11	\$170.23	\$154.40	\$162.13	\$154.40
12	\$172.48	\$156.43	\$164.26	\$156.43

2A - First six (6) months

2B - Second six (6) months

(b) Effective from the first pay period on or after 1 July 2020

Year of service	A380	A330/A350 SFF A350	B747	A330
1	\$97.16	\$97.16	\$97.16	\$97.16
2A	\$103.98	\$103.98	\$103.98	\$103.98
2B	\$133.91	\$121.48	\$127.53	\$121.48
3	\$140.98	\$127.81	\$134.27	\$127.81
4	\$145.11	\$131.56	\$138.18	\$131.56
5	\$152.51	\$138.34	\$145.25	\$138.34
6	\$156.69	\$142.11	\$149.25	\$142.11
7	\$160.58	\$145.65	\$152.94	\$145.65
8	\$168.43	\$152.79	\$160.41	\$152.79
9	\$170.62	\$154.67	\$162.51	\$154.67
10	\$173.02	\$156.97	\$164.78	\$156.97
11	\$175.33	\$159.03	\$167.00	\$159.03
12	\$177.66	\$161.12	\$169.19	\$161.12

2A - First six (6) months

2B - Second six (6) months

(c) Effective from the first pay period on or after 1 July 2021

Year of service	A380	A330/A350 SFF A350	B747	A330
1	\$100.07	\$100.07	\$100.07	\$100.07
2A	\$107.10	\$107.10	\$107.10	\$107.10
2B	\$137.92	\$125.13	\$131.36	\$125.13
3	\$145.21	\$131.64	\$138.30	\$131.64
4	\$149.46	\$135.51	\$142.33	\$135.51
5	\$157.09	\$142.49	\$149.61	\$142.49
6	\$161.40	\$146.37	\$153.72	\$146.37
7	\$165.40	\$150.02	\$157.53	\$150.02
8	\$173.48	\$157.37	\$165.22	\$157.37
9	\$175.74	\$159.31	\$167.38	\$159.31
10	\$178.21	\$161.68	\$169.72	\$161.68
11	\$180.59	\$163.80	\$172.01	\$163.80
12	\$182.99	\$165.95	\$174.27	\$165.95

2A - First six (6) months

2B - Second six (6) months

(d) Effective from the first pay period on or after 1 July 2022

Year of service	A380	A330/A350 SFF A350	B747	A330
1	\$103.07	\$103.07	\$103.07	\$103.07
2A	\$110.31	\$110.31	\$110.31	\$110.31
2B	\$142.06	\$128.88	\$135.30	\$128.88
3	\$149.57	\$135.59	\$142.44	\$135.59
4	\$153.95	\$139.57	\$146.60	\$139.57
5	\$161.80	\$146.77	\$154.09	\$146.77
6	\$166.24	\$150.76	\$158.34	\$150.76
7	\$170.36	\$154.52	\$162.25	\$154.52
8	\$178.69	\$162.10	\$170.18	\$162.10
9	\$181.02	\$164.09	\$172.41	\$164.09
10	\$183.56	\$166.53	\$174.81	\$166.53
11	\$186.01	\$168.71	\$177.17	\$168.71
12	\$188.48	\$170.93	\$179.50	\$170.93

2A - First six (6) months

2B - Second six (6) months

(e) Effective from the first pay period on or after 1 July 2023

Year of service	A380	A330/A350 SFF A350	B747	A330
1	\$106.17	\$106.17	\$106.17	\$106.17
2A	\$113.62	\$113.62	\$113.62	\$113.62
2B	\$146.32	\$132.75	\$139.36	\$132.75
3	\$154.06	\$139.66	\$146.72	\$139.66
4	\$158.57	\$143.76	\$151.00	\$143.76
5	\$166.66	\$151.17	\$158.72	\$151.17
6	\$171.22	\$155.28	\$163.09	\$155.28
7	\$175.47	\$159.16	\$167.12	\$159.16
8	\$184.05	\$166.96	\$175.28	\$166.96
9	\$186.45	\$169.01	\$177.58	\$169.01
10	\$189.07	\$171.53	\$180.06	\$171.53
11	\$191.59	\$173.78	\$182.48	\$173.78
12	\$194.13	\$176.06	\$184.88	\$176.06

2A - First six (6) months

2B - Second six (6) months

32.5 Pay Table for B787

Except as provided for in clause 32.7 below, pilots operating B787 aircraft will receive the following hourly rates of pay as set out in the table in this clause. Reference to 'Year' used in the tables below refers to years of service in category except as provided at clause 32.6 below.

32.5.1 Line hourly rates of pay effective from the first pay period on or after commencement of Agreement

	Year 1	Year 2	Year 3	Year 4
Captain	\$337.65	\$346.09	\$354.75	\$363.62
First Officer	\$222.85	\$228.42	\$234.13	\$239.98
Second Officer	\$118.18	\$121.14	\$124.17	\$127.26

32.5.2 Line hourly rates of pay effective from the first pay period on or after 1 July 2020

	Year 1	Year 2	Year 3	Year 4
Captain	\$347.78	\$356.47	\$365.40	\$374.53
First Officer	\$229.54	\$235.28	\$241.15	\$247.18
Second Officer	\$121.73	\$124.77	\$127.89	\$131.07

32.5.3 Line hourly rates of pay effective from the first pay period on or after 1 July 2021

	Year 1	Year 2	Year 3	Year 4
Captain	\$358.22	\$367.17	\$376.36	\$385.77
First Officer	\$236.42	\$242.33	\$248.39	\$254.59
Second Officer	\$125.38	\$128.52	\$131.73	\$135.01

32.5.4 Line hourly rates of pay effective from the first pay period on or after 1 July 2022

	Year 1	Year 2	Year 3	Year 4
Captain	\$368.96	\$378.18	\$387.65	\$397.34
First Officer	\$243.52	\$249.60	\$255.84	\$262.23
Second Officer	\$129.14	\$132.37	\$135.68	\$139.06

32.5.5 Line hourly rates of pay effective from the first pay period on or after 1 July 2023

	Year 1	Year 2	Year 3	Year 4
Captain	\$380.03	\$389.53	\$399.28	\$409.26
First Officer	\$250.82	\$257.09	\$263.51	\$270.10
Second Officer	\$133.02	\$136.34	\$139.75	\$143.23

For the avoidance of doubt and except as specified below, all pilots who are checked to the line on the B787 aircraft will commence on the year one (1) pay scale for the applicable category.

- 32.5.6 Pilots who are required to move to the B787 aircraft will commence on the year four (4) pay scale. A pilot is considered to have been 'required' to move to the B787 aircraft if the pilot is assigned to a B787 vacancy, or, through a reduction in numbers, is displaced to the B787, redeployed to the B787, is assigned to the B787 or is awarded a vacancy on the B787.

32.6 Pay protection for Second Officers

Pilots who are required to move to the B787 S/O category will be pay protected for a period of up to 18 months to the median A330 S/O pay based on all pilots in the category from the time they check to the line. The pay protection will continue until the lesser of:

- 32.6.1 18 months from having checked to line on the B787; or
- 32.6.2 a vacancy being filled by a more junior pilot (unless the pilot is deemed by the CAAC to be not operationally suitable for the vacancy).

A pilot will be considered to have been required to move to the B787 S/O category if the pilot is assigned to a B787 S/O vacancy, or, through a reduction in numbers (displaced to the B787 S/O category, redeployed to the B787 S/O category, assigned to the B787 S/O category or awarded a vacancy in the B787 S/O category).

32.7 Pay rates for new Second Officers

32.7.1 The rates in clause 32.7 will apply to all new S/O's commencing employment under this Agreement after the Company has:

- (a) placed an initial order for the A350 and has done so on the basis that it intends to have pilots operate the aircraft on the terms set out in EBA10; and
- (b) commenced recruitment of S/O's into the A330/A350 SFF category.

Clause 32.7 will come into effect no earlier than 1 January 2022.

32.7.2 Line hourly rates of pay effective from the first pay period on or after 1 July 2021

YEAR	A330/A350 SFF		
	A380	A330	B787
1	\$100.07	\$100.07	\$125.38
2	\$107.10	\$107.10	\$128.52
3	\$109.29	\$109.29	\$131.73
4	\$111.50	\$111.50	\$135.01
5	\$113.70	\$113.70	
6	\$115.89	\$115.89	

32.7.3 Line hourly rates of pay effective from the first pay period on or after 1 July 2022

YEAR	A330/A350 SFF		
	A380	A350 A330	B787
1	\$103.07	\$103.07	\$129.14
2	\$110.31	\$110.31	\$132.37
3	\$112.57	\$112.57	\$135.68
4	\$114.85	\$114.85	\$139.06
5	\$117.11	\$117.11	
6	\$119.37	\$119.37	

32.7.4 Line hourly rates of pay effective from the first pay period on or after 1 July 2023

YEAR	A330/A350 SFF		
	A380	A350 A330	B787
1	\$106.17	\$106.17	\$133.02
2	\$113.62	\$113.62	\$136.34
3	\$115.95	\$115.95	\$139.75
4	\$118.29	\$118.29	\$143.23
5	\$120.62	\$120.62	
6	\$122.95	\$122.95	

32.8 Pay rates for SOTs

SOTs for all aircraft will be paid the following per 56 day Bid Period effective from the first pay period on or after the dates listed in the table below.

Effective Date	Current	New
01-Jul-19	\$7,366.56	\$11,049.84
01-Jul-20	\$7,587.56	\$11,381.34
01-Jul-21	\$7,815.18	\$11,722.78
01-Jul-22	\$8,049.64	\$12,074.46
01-Jul-23	\$8,291.13	\$12,436.69

“Current” SOT pay rates are applicable until such time that the pay rates at clause 32.7 become applicable, whereby ‘New’ SOT pay rates will commence to apply.

32.9 Superannuation and salary sacrifice

32.9.1 Entitlement to choose a superannuation fund

The Company will make superannuation contributions to a complying superannuation fund in respect of each pilot. The superannuation fund to which contributions will be made in respect of a pilot will be the fund chosen by that pilot which is consistent with the choice of fund regime (including MySuper).

32.9.2 Default fund

If a pilot does not select a superannuation fund in accordance with the choice of fund regime, the superannuation contributions in respect of that pilot will be made to the Qantas Superannuation Plan (or any successor to that plan) to be credited to the pilot’s designated division or divisions (including the MySuper division) as the default fund for the purposes of the choice of fund regime.

32.9.3 Salary sacrifice

A pilot may voluntarily receive part of pre-tax remuneration he or she is entitled to under this Agreement in the form of agreed salary sacrifice items (including superannuation and, where applicable, transfer costs) where this is permitted under and is done in accordance with Company Policy as varied from time to time. Any arrangements entered into between the pilot and the Company in accordance with this clause 32.9.3 must be recorded in writing.

32.9.4 Motor vehicles

The Company will provide a facility enabling Captains to salary sacrifice for novated lease vehicles with a purchase price above the 'luxury vehicle' limit as prescribed by the Australian Tax Office. Captains and First Officers also have access to the Qantas Executive Car Scheme.

33 Pay and Allowances for Supervisory and Training Pilots

33.1 Pay calculations

33.1.1 Percentages to be added to applicable line hourly rates of pay

The applicable line hourly rates of pay (in clause 32) for pilots holding training appointments are increased by the following percentages which apply for the duration of the tenure of appointment, regardless of the type of duty undertaken (and are referred to as 'applicable percentage hourly rates of pay'):

Qualification	Percentage added to applicable line hourly rate
TRE-A	12%
TRE-B	10%
CAT (Pre-Final and Final Command Check qualified)	7%
CAT	6%
TC	4%
TRI-FO	8%
TRI-SO	4%

33.1.2 Credited hours basis for payment of percentage

Any payment which has a credited hours basis is paid at the applicable hourly rate plus the applicable percentage under clause 33.1.1.

33.1.3 AFDPs

The percentage increments detailed in clause 33.1.1 will not apply to AFDPs.

33.1.4 Pay Elements

- (a) **Element 1A:** Calculated as the average of AFDPs of the top 25% of PLH AFDP earners for the respective rank on each applicable aircraft type. The average is to be calculated by reference to the AFDP earned over the entirety of the immediately preceding 8 [4] week bid period.
- (b) **Element 1B:** In pay period 2, 170 [85] hours will be subtracted from the average of the accrued credited hours for each PLH for the respective rank on each aircraft type in the previous bid period. The difference will be paid in pay period 2 and will not be a negative adjustment.
- (c) **Element 2:** A pro-rata payment at the applicable percentage hourly rate(s) of pay for personal training, based on the number of personal training sessions for the respective aircraft type per annum, multiplied by MDC and divided by 26.
- (d) **Element 3:** Is the calculated average AFDP in a given bid period for a given category based on published patterns. Element 3 is calculated by dividing the total planned AFDP for the bid period by the total planned credited hours for the bid period multiplied by the applicable bid period divisor. Payment of Element 3 is subject to clause 34.6.7.
- (e) **Element 5:**
 - (i) **Element 5(i) – From the commencement of the Agreement:**

Calculated by multiplying ODTA by 2.5 and is paid each pay period, as an 'advance' against a guaranteed minimum annual ODTA amount for 133 days ('the guaranteed annual ODTA amount'). At the end of each financial year, an adjustment is made against the guaranteed annual ODTA amount. If the annual total of the amounts of ODTA actually paid each pay period for duties plus Element 5 are less than or more than the guaranteed annual amount, an adjustment will be made to either pay the shortfall or recover any overpayment.
 - (ii) **Element 5 (ii) - From the commencement of the replacement clause 28 as provided for in the implementation schedule:**

Calculated by multiplying 247 days by the Cost Group 6 incidental rate outlined in the ATO Allowance Determination 2019/11(as updated from time to time). Element 5 payments will be multiplied by 1.3 for Captains. This payment will be reconciled at the completion of each Financial Year (i.e. guaranteed amount less actual incidentals paid) and any shortfall paid. There will be no negative adjustments.

33.1.5 Superannuation salary

A TRE A or B pilot's salary for superannuation purposes will be in accordance with the definition of superannuation salary under the Qantas Superannuation Plan Trust Deed and Rules ('the Plan'), having regard to the TRE A or B pilot's applicable Division in the Plan, plus the applicable allowance as determined by the Company or the applicable percentage specified in the table in clause 33.1.1 (whichever is appropriate).

33.2 Administrative supervisory pilots

A pilot who is appointed by the Company to an administrative supervisory appointment will be paid the following components added together:

- (a) a pro-rata salary based on 1105 credited hours per 364 days at the applicable line hourly rate of pay;
- (b) a discretionary percentage determined by the Company;
- (c) Elements 1A and 1B;
- (d) Element 2;
- (e) Element 5(i) plus actual ODTA and ADTA allowing for adjustments until replaced by Element 5 (ii); and
- (f) STACR, but only until Element 5 (ii) entitlements commence.

33.3 Training supervisory pilots

Training supervisory pilots appointed by the Company and approved by the Aviation Regulatory Authority will be paid the following components added together:

- (a) a pro-rata salary based on 1105 credited hours per 364 days;
- (b) payment for additional duties performed during the bid period;
- (c) Elements 1A and 1B;
- (d) credits for personal training undertaken during the bid period (paid as per line pilots) for TRE A or B pilots or Element 2 for TRI-FOs plus any applicable study allowance;
- (e) Element 5(i) plus actual ODTA and ADTA allowing for adjustments until replaced by Element 5 (ii); and
- (f) STACR but only until Element 5 (ii) entitlements commence.

However, when a TRE A or B rotates back to the line under clause 25.2.21, he or she will be paid as per a line pilot at the TRE A or Bs applicable percentage hourly rate of pay specified in the table in clause 33.1.1.

33.4 CAT pilots on fixed roster lines for route checking purposes

A CAT on a fixed roster line (or part line for route checking purposes) will be paid the greater of either:

33.4.1 the appropriate proportion of the following components added together:

- (a) a pro-rata salary based on 1105 credited hours per 364 days;
- (b) Elements 1A and 1B;
- (c) credits for personal training undertaken plus any applicable study allowance;
- (d) Element 5(i) plus actual ODTA and ADTA allowing for adjustments until replaced by Element 5 (ii); and
- (e) STACR but only until Element 5 (ii) entitlements commence,

OR

33.4.2 actual earnings calculated as a PLH.

33.5 Supervisory S/Os and TSOs

A pilot who is appointed by the Company to an administrative S/O or TSO position will be paid the following components added together:

33.5.1 a pro-rata salary based on 1105 credited hours per 364 days at the applicable

- line hourly rate of pay;
- 33.5.2 Element 5 (i) plus actual ODTA and ADTA allowing for adjustments until replaced by Element 5 (ii);
- 33.5.3 STACR but only until Element 5 (ii) entitlements commence; and
- 33.5.4 an allowance determined by the Company.

34 Additions to Pay

34.1 AFDPs

Clauses 34.1.1, 34.1.2, 34.1.3, 34.1.4 and 34.1.5 apply to all aircraft except the B787 and A350. AFDPs applicable to the B787 are set out at in clause 34.1.8. AFDPs applicable to the A350 are set out at in clause 34.1.9.

For the avoidance of doubt, the provisions of clauses 34.1.6, 34.1.7, 34.2, 34.3, 34.4, 34.5 and 34.6 will apply to all aircraft including B787 aircraft and A350 aircraft.

34.1.1 **Two (2) pilot crews and flight duty period exceeding 11 hours**

Where:

- (a) a flight is operated by a two (2) pilot crew; and
- (b) the actual flight duty period exceeds 11 hours,

each pilot who operated as part of the crew is entitled to an additional payment for each hour that the flight duty period exceeds 11 hours at the rate of one (1) for one (1).

34.1.2 **Crews of three (3) or more pilots and flight duty period exceeding 12 hours**

Where:

- (a) a flight is operated by a crew of three (3) or more pilots; and
- (b) the actual flight duty period exceeds 12 hours,

each pilot who operated as part of the crew is entitled to an additional payment for each hour that the flight duty period exceeds 12 hours at the rate of one for one.

34.1.3 **Flight duty period exceeding 14 hours**

Where an actual flight duty period exceeds 14 hours, each pilot who operated as part of the crew is entitled to an additional payment for each hour that the flight duty period exceeds 14 hours at the rate of one-half to one in addition to that paid under 34.1.1 and 34.1.2.

34.1.4 **Los Angeles to Melbourne sectors**

In addition to the payments due under clauses 34.1.2 and 34.1.3, a pilot who operated as part of a crew on Los Angeles to Melbourne sectors will be entitled to an additional payment of 30 minutes per hour for each hour of actual duty time in excess of 16 hours.

34.1.5 **Two (2) pilot crews where flight deck duty time is planned to exceed eight (8) hours**

A pilot who operated as part of the crew and whose scheduled flight deck duty time for operating as part of a two (2) pilot crew exceeds eight (8) hours, is entitled to an additional payment for each credited flight hour actually flown in the tour of duty undertaken at the rate of eight (8) minutes per credited flight hour.

34.1.6 How payments are calculated

AFDPs determined under this clause 34.1:

- (a) will be pro-rated for any part of an hour attracting an additional payment;
- (b) will be calculated using the pilot's hourly rate of pay applicable at the time the duty is undertaken; and
- (c) do not apply to duty periods where a pilot solely deadheads.

34.1.7 Distinguishing AFDPs from credited hours

The hours (or part hours) that attract additional payments under this clause 34.1 are not regarded as credited hours.

34.1.8 AFDPs for B787

B787 pilots will be entitled to receive AFDPs, paid as passive credits, where

- (a) the actual tour of duty exceeds nine (9) hours; and
- (b) the actual tour of duty exceeds the planned tour of duty.

For example;

- (i) if a planned tour of duty is seven (7) hours but the actual tour of duty is ten (10) hours, the AFDP is one (1) hour; or
- (ii) if the planned tour of duty is fourteen (14) hours but the actual tour of duty is sixteen (16) hours, the AFDP is two (2) hours; or
- (iii) If the planned tour of duty is ten (10) hours but the actual tour of duty is nine and a half (9.5) hours, the AFDP is zero (0).

34.1.9 AFDPs for A350

- (a) **Two (2) pilot crews and flight duty period exceeding 11 hours where:**

- (i) a flight is operated by a two (2) pilot crew; and
- (ii) the actual flight duty period exceeds 11 hours,

each pilot who operated as part of the crew is entitled to an additional payment for each hour that the flight duty period exceeds 11 hours at the rate of one (1) for one (1).

- (b) **Two (2) pilot crews where flight deck duty time is planned to exceed eight (8) hours**

A pilot who operated as part of the crew and whose scheduled flight deck duty time for operating as part of a two (2) pilot crew exceeds eight (8) hours, is entitled to an additional payment for each credited flight hour actually flown in the tour of duty undertaken at the rate of eight (8) minutes per credited hour.

- (c) **Crews of three (3) pilots and flight duty period exceeding 12 hours where:**

- (i) a flight is operated by a crew of three (3) pilots; and
- (ii) the actual flight duty period exceeds 12 hours,

each pilot who operated as part of the crew is entitled to an additional payment for each hour that the flight duty period exceeds 12 hours at the rate of one for one.

- (d) **Crews of two (2) or three (3) pilots and flight duty period exceeding 14 hours where:**

- (i) a flight is operated by two (2) or three (3) pilot crews; and

- (ii) the actual flight duty period exceeds 14 hours,

each pilot who operated as part of the crew is entitled to an additional payment for each hour that the flight duty period exceeds 14 hours at the rate of one-half to one in addition to that paid under 34.1.1 and 34.1.2.

- (e) **Crews of four (4) or more pilots and flight duty periods exceeding 12 hours where:**

- (i) a flight is operated by a crew of four (4) or more pilots; and
- (ii) the actual flight duty period exceeds 12 hours,

each pilot who operated as part of the crew is entitled to an additional payment for each hour that the flight duty period exceeds 12 hours at the rate of one-half to one.

34.2 Additional payment for loss of duty free time over 2 [4] consecutive bid periods

A pilot who:

34.2.1 is a PLH for 2 [4] consecutive bid periods standing alone (e.g. bid periods 1 and 2, 3 and 4 etc); and

34.2.2 has less than 48 periods of 24 hours duty free measured in accordance with RM45,

will be compensated, for each 24 hour period (or part 24 hour period) that would otherwise have been a duty free period, with payment (in addition to any other earnings) for each affected 24 hour period of the following amounts:

	From first pay period on or after commencement	From first pay period on or after 1 July 2020	From first pay period on or after 1 July 2021	From first pay period on or after 1 July 2022	From first pay period on or after 1 July 2023
Captain	\$148.54	\$152.99	\$157.58	\$162.31	\$167.18
F/O	\$102.27	\$105.34	\$108.50	\$111.75	\$115.10
S/O	\$75.96	\$78.24	\$80.59	\$83.01	\$85.50

34.3 Additional payment when assigned over divisor + 5 [2.5]

Where a pilot is assigned a duty that takes his or her projected credited hours over the bid period divisor (or, where applicable, his or her personal divisor) plus 5 [2.5], the pilot will receive an additional payment of one (1) hour for each credited hour (pro-rated for time less than one (1) hour) that remains over the bid period divisor (or, where applicable, his or her personal divisor) plus 5 [2.5] at the end of the bid period. The Company will not exercise the right to remove over projection where the hours are caused by these circumstances.

The provisions of this clause 34.3 do not apply in circumstances where a downline disruption has resulted in a pilot's projected credited hours exceeding the bid period divisor (or, where applicable, his or her personal divisor) plus 5 [2.5] at the end of the bid period.

34.4 Additional payment for exceeding planned limits

34.4.1 For operations with two (2) or three (3) pilots, a pilot will receive an additional payment of one (1) hour for each hour (pro-rated) for any extension beyond the planned flight and duty time limits under this Agreement.

34.4.2 For operations with four (4) or more pilots and duties planned less than or equal to 18 hours (including A380 DFW-SYD sectors applicable under RM20.6), a pilot will receive an additional payment of one (1) hour for each hour (pro-rated) for extensions beyond 18 hours duty period.

34.4.3 For operations with four (4) or more pilots and duties planned greater than 18 hours, a pilot will receive an additional payment of one (1) hour for each hour

(pro-rated) for extensions beyond the planned duty period.

34.5 Payment for additional sectors after 15-4 contact obligation

If additional sectors are placed on the front end of a pattern after the 15-4 contact obligation has been made under RM35.6, the flight hour value of the additional sector(s) will be paid as additional credited hours.

34.6 Additional payment for BLH

- 34.6.1 For the purpose of this clause 34.6, an 'eligible BLH' is a BLH who was employed as a pilot by the Company at the date of the Qantas Airways Limited Pilots (Long Haul) Workplace Determination 2013 and holds a seniority number that is in the top 70 percent of seniority numbers (or Pilot Seniority Number if applicable) for the eligible bidders in the pilot's category at a base or posting in the applicable bid period.
- 34.6.2 To avoid doubt, 70 percent is found by multiplying the total number of eligible bidders by 0.7 and rounding the answer to the nearest whole number (0.5 will be rounded up; this is the most junior pilot eligible for Element 3).
- 34.6.3 An eligible BLH will receive Element 3 in accordance with clause 33.1.4(d).
- 34.6.4 AFDPs accrued by a BLH from flying within a bid period will offset Element 3 on an hour for hour basis pro-rated for time less than an hour.
- 34.6.5 Where a BLH is not available for part of a bid period due to approved leave, personal leave or transitional training, Element 3 will be pro-rated for the period of availability.
- 34.6.6 A pilot may not simultaneously accrue Element 3 and Element 1A.
- 34.6.7 A pilot who changes category, including a pilot who has transferred from Short Haul operations, will not receive Element 3 payments in their new category. A pilot who is 'required' to move category will retain their entitlement to Element 3. For the purpose of this clause, a pilot will be deemed as 'required' to move category as a result of a reduction in numbers.
- 34.6.8 For the purposes of clause 34.6.7, a pilot will be deemed not to have changed category in relation to any vacancy allocated under 16.4.7 as at the date of commencement of EBA 10.

35 Pay Rules and Processes

35.1 Rate of pay for pilots on completion of initial training

Upon completion of initial training (including aircraft type rating and en route flying training), a pilot will have the status of S/O and be paid at the first year rate of pay prescribed for the pilot's category from the date on which he or she qualifies in all respects to operate Company aircraft in that category.

35.2 Years of service pay increments

A pilot's years of service pay increments fall due on the anniversary of the date the pilot first qualified in the status of S/O.

35.3 Rate of pay during transitional training

35.3.1 No failure in previous seven (7) years

(a) For a bid period wholly containing transitional training

A pilot who undergoes transitional training for the whole of a bid period will be paid the greater of:

- (i) the hourly rate prescribed for the pilot's years of service and category for the bid period divisor; and
- (ii) the credited hours accrued by the pilot whilst under transitional training in the bid period.

(b) **For a bid period containing transitional training and status as a PLH or BLH**

A pilot who undergoes transitional training during part of a bid period and whose status for another part of the bid period is that of a PLH or BLH will be paid the greatest of the following calculations:

(i) **First calculation (MGH at applicable hourly rate for lower and higher categories)**

Days of bid period divided by 56 [28]	Multiplied by	MGH	Multiplied by	Hourly rate for previous category
		PLUS		
Balance of bid period days divided by 56 [28]	Multiplied by	MGH	Multiplied by	Hourly rate for new category

OR

(ii) **Second calculation (Divisor at previous category rate plus accrued credited hours at new category rate)**

Days of bid period divided by 56 [28]	Multiplied by	Divisor for previous category	Multiplied by	Hourly rate for new category
		PLUS		
Accrued credited hours after status change	Multiplied by			Hourly rate for new category

OR

(iii) **Third calculation (Accrued credited hours at previous and new category rate)**

Credited hours accrued whilst under transitional training	Multiplied by	Hourly rate for previous category
	PLUS	
Credited hours accrued after status change	Multiplied by	Hourly rate for new category

OR

(iv) **Fourth calculation (Divisor for previous category at previous category hourly rate)**

Divisor for previous category	Multiplied by	Hourly rate for previous category
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35.3.2 Failure in previous seven (7) years

A pilot who fails to qualify during transitional training ('current training program') and has also failed his or her last transitional training program during the seven (7) years preceding the current training program, will be paid at the rate of MGH divided by 56 [28] per day during the period commencing from the date of failure for the current training program up to:

- (a) the date the pilot qualifies or requalifies in the category determined under clause 16.4 or clause 17; or
- (b) until the pilot's services are terminated.

35.4 Effective date for change of category and associated change in rate of pay

35.4.1 Promotion or transfer to another aircraft type

Where a pilot is promoted or transfers to another aircraft type:

- (a) the pilot's change of category will become effective; and
- (b) the pilot will be paid at the hourly rate of pay prescribed for the new category (for the credited hours or the MGH to which the pilot becomes entitled upon changing category),

from the date the Company certifies that he or she has successfully completed all training required for the new category.

35.4.2 Demotion

Where a pilot is demoted:

- (a) the pilot's change of category will become effective from the date the Chief Pilot advises the pilot in writing of the demotion or from the date determined under the disciplinary procedures as set out in this Agreement (if applicable); and
- (b) the pilot will be paid (at the hourly rate of pay prescribed for the lower category) the greater of:
 - (i) the number of credited hours equivalent to the bid period divisor or MGH per bid period depending upon whether the pilot's seniority will entitle him or her to be a PLH or BLH; and
 - (ii) accrued credited hours,

but the protection of pay level under this clause 35.4.2(b) will only apply until the pilot is allocated to the first full bid line in the lower category.

35.5 Calculating MGH for a portion of a bid period

The number of MGH for a portion of a bid period is calculated by dividing MGH for the bid period by 56 [28] and multiplying it by the number of days comprising the portion period.

35.6 Rate of pay for a pilot who is unfit for flying duty but fit for non-flying duty

35.6.1 Rate of pay for a pilot who, because of personal illness, accepts a ground staff position

Subject to clause 35.6.2, a pilot who is unfit for flying duty because of personal illness but is declared by a Company doctor to be fit for non-flying duty may:

- (a) continue on sick leave; or
- (b) if a ground staff position is available and accepted by the pilot, commence duties in that position and be paid at a rate of pay determined under the Company's salary administration system for ground staff and the pilot may elect to augment the ground staff salary from his or her paid personal leave entitlements so long as the total remuneration does not exceed pay based on divisor for the pilot's years of service and category.

35.6.2 Excluding clause 35.6.1 where a pilot's licence is cancelled (and a loss of licence capital sum is paid)

Clause 35.6.1 does not apply where a pilot, as a result of the pilot's licence being cancelled or not renewed by the Aviation Regulatory Authority, receives payment of the capital sum under the loss of licence insurance plan (in which case the pilot's services will terminate when the capital sum under the plan is paid).

35.7 Rate of pay under the Company's personal accident insurance scheme

A pilot who is unfit for duty as a result of an illness or injury for which payment is to be made under the Company's personal accident insurance scheme will be paid:

- 35.7.1 at the hourly rate prescribed for the pilot's years of service and category for the credited hours accrued for the period of the absence; and
- 35.7.2 any remaining pattern protected hours resulting from the absence in accordance with RM40.5, as though the pilot had been absent from duty on approved sick leave.

35.8 Circumstances where a pilot is not entitled to accrual of MGH

A pilot who, in respect of any day in a bid period ('affected day'):

- 35.8.1 is suspended;
- 35.8.2 cannot be usefully employed because of strike, stoppage or other limitation of work;
- 35.8.3 fails to provide a medical certificate or other evidence of unfitness for duty as required under clause 39.3.10;
- 35.8.4 fails to carry out a legally rostered duty without Company approval; or
- 35.8.5 is not entitled (for reasons other than those specified in clauses 35.8.1 to 35.8.4) to the accrual of MGH,

will have his or her MGH reduced by MGH divided by 56 [28] for the affected day and the Company will notify the pilot in writing of the reason for the reduction.

35.9 Calculating pay for accrued credited hours when a Captain proffers a pattern line to supervisory flying

35.9.1 A Captain who proffers a pattern line to supervisory flying will be paid for:

- (a) the number of credited hours equal to the value of the bid period divisor plus 5 [2.5]; and
- (b) any credited hours actually accrued for the bid period, in excess of 160 [80] hours.

This clause 35.9.1 does not apply where the Captain transfers to another category or base or posting, or commences transitional training during the bid period.

35.9.2 Where a Captain proffers a pattern line to supervisory flying and transfers to another category or base or posting, or commences transitional training during the bid period, the accrued credited hours for the portion of the bid period before the transfer or training commences is calculated using the following formula:

- (a) divisor for the category divided by 56 [28] and multiplied by the number of days for which the calculation is required; plus
- (b) if credited hours actually accrued prior to the transfer or training exceed 160 [80] hours for the same period (pro-rated in accordance with clause 35.5), the excess number of hours is added to the accrued hours calculated in clause 35.9.2(a).

35.9.3 For pay purposes, a Captain who proffers a pattern line to supervisory flying is considered to be a PLH for the bid period but credited hours determined under clause 35.9.1(b) will not be included in a Captain's projected credited hours for the purpose of applying the 56 [28] day bid period limitations under RM27.

35.10 Calculating annual leave and LSL entitlements on termination of employment

On termination of employment, a pilot who is entitled to payment in lieu of accrued annual leave and LSL will be paid, in respect of both types of leave, the greater of:

- (a) the average of accrued credited hours; or
- (b) MGH,

for the pilot's last six (6) completed bid periods at the pilot's applicable line hourly rate.

35.11 Calculating personal leave entitlement on medical termination

35.11.1 Calculating the lump sum payment

A pilot who is medically terminated in circumstances where clause 35.6.2 applies is entitled to a lump sum payment for accrued personal leave (up to 365 days) calculated under clause 39.3 as at the last day of service as a pilot with the Company. The lump sum payment will be calculated using the applicable line hourly rate and will be the greater of:

- (a) the average of accrued credited hours; or
- (b) MGH,

in each bid period for the pilot's last six (6) completed bid periods.

35.11.2 Number of days of accrued personal leave not to exceed number of days of remaining service

The accrued days of personal leave upon which the lump sum payment is calculated will not exceed the number of days of service remaining up to the retirement date (which is the known retirement date at the time personal leave commences). Calculation of the lump sum payment will not be affected if any other agreed retirement date is determined after personal leave commences.

35.12 Annual leave

35.12.1 Rate of pay and allowances

(a) Bases

A pilot on annual leave will be paid at the line hourly rate of pay for his or her credited hours accrued for the period of annual leave in accordance with clause 36.2.

(b) Postings

A pilot on annual leave will be paid:

- (i) at the line hourly rate of pay for his or her credited hours accrued for the period of annual leave in accordance with clause 36.2; plus
- (ii) any applicable living away from home allowance or appropriate allowance as prescribed in Company manuals associated with a posting.

35.12.2 Advance payment

Upon a pilot's request, the Company will provide an advance payment (at the rate of MGH for a line pilot) for the pilot's annual leave period immediately before the period of annual leave starts, provided:

- (a) at least 21 days' notice is given to the Company; and
- (b) the annual leave is for a period of three (3) weeks or more.

35.12.3 Calculating pay credits for BLHs

For pay purposes, credits for each day of annual leave for BLHs will be the value calculated by dividing the bid period divisor by 56 [28] per day. These credits will be added to pro rata MGH or accrued credited hours, whichever is greater. For bid period limitation purposes only, credits will be the value calculated by dividing MGH by 56 [28] per day.

35.13 Personal leave

35.13.1 Payment at full or half pay

A pilot on approved personal leave will be paid:

- (a) if on full pay, at the line hourly rate of pay; or
- (b) if on half pay, at half the line hourly rate of pay,

for the pilot's credited hours accrued for the period of personal leave and any remaining pattern protected hours resulting from the personal leave.

35.13.2 Augmenting personal leave with annual leave

A pilot who has exhausted his or her entitlement to personal leave at full pay may elect to take annual leave to augment personal leave at half pay or take annual leave in lieu of personal leave without pay:

- (a) up to MGH, if the pilot is a BLH; or
- (b) administered and debited as for personal leave at full pay, if the pilot is a PLH,

and the pilot will be paid at the line hourly rate of pay.

35.13.3 **Converting personal leave between long haul and short haul operations**

(a) **Personal leave entitlement**

When transferring from long haul to short haul operations, the conversion of a pilot's accrued personal leave will be made according to the following formula:

21 days PL-NEW (LH) = 15 days PL-NEW (SH)

21 days PL-OLD (LH) = 10 days PL-OLD (SH)

When transferring from short haul to long haul operations, the conversion of a pilot's accrued personal leave will be made according to the following formula:

15 days PL-NEW (SH) = 21 days PL-NEW (LH)

10 days PL-OLD (SH) = 21 days PL-OLD (LH)

Where:

PL-NEW (LH) means long haul personal leave accrued on or after 18 February 2020

PL-OLD (LH) means long haul personal leave accrued prior to 18 February 2020

(b) **URTI entitlement**

When transferring from long haul to short haul operations and vice versa, a conversion of a pilot's accrued URTI entitlement will be made at a rate of one (1) to one (1).

35.14 LSL

35.14.1 **Company's discretion to grant LSL at half pay**

A pilot who has an accrued LSL entitlement may, upon request, and at the Company's discretion, be granted LSL at half pay for a period not exceeding twice the period of the pilot's accrued entitlement.

35.14.2 **Calculating payment at full or half line rate of pay**

A pilot on LSL will be paid:

(a) if on full pay, at the line hourly rate of pay; or

(b) if on half pay, at half the line hourly rate of pay,

for the pilot's credited hours accrued for the period of LSL and any remaining pattern protected hours resulting from the LSL.

35.14.3 **Calculating pay credits for BLHs**

For pay purposes, credits for LSL for BLHs will be the value calculated by dividing the bid period divisor by 56 [28] per day. These credits will be added to pro rata MGH or accrued credited hours, whichever is greater. For bid period limitation purposes, credits will be the value calculated by dividing MGH by 56 [28] per day.

35.14.4 **Credits for public holidays contained within LSL period**

Public holidays contained within a period of LSL will attract a credit of bid period divisor divided by 56 [28] per day or be re-credited to the pilot at the Company's discretion.

35.15 Special leave with or without pay

The following applies to a pilot on approved special leave:

35.15.1 if the special leave is taken with pay, the pilot will be paid at the line hourly rate

of pay for the pilot's credited hours accrued outside the period of special leave and pro-rata MGH during the period of special leave to the extent necessary to make up time lost from patterns relinquished; or

35.15.2 if the special leave is taken without pay, the pilot will not be paid for the credited hours relinquished as a result of the period of special leave in accordance with the provisions of the Rostering Manual.

35.16 Rate of pay when temporarily assigned to an aircraft type

A pilot who is temporarily assigned to an aircraft type in accordance with clause 19.5 will be paid at the pilot's line hourly rate of pay or the line hourly rate of pay applicable to the category to which the pilot is temporarily assigned, whichever is greater.

35.17 How the pay system works (56 day bid periods)

35.17.1 Fortnightly pay

A pilot is paid fortnightly by deposit into his or her nominated bank account.

35.17.2 Four pay periods each bid period

There are four pay periods in each bid period (referred to in this clause 35.17 as 'pay periods 1, 2, 3 and 4').

35.17.3 Payment for MGH

Pilots (including PLHs and BLHs) are paid MGH for each bid period in four (4) equal instalments each pay period. If the Association agrees to an increase in the divisor other than in accordance with the provisions in this Agreement for a category or categories in a particular bid period, there will be a commensurate increase in MGH for the respective category or categories in that bid period.

35.17.4 PLHs are paid the difference between MGH and divisor hours

In addition to the payment for MGH, PLHs are paid one quarter of the difference between MGH and bid period divisor hours in pay periods 1, 3 and 4.

35.17.5 BLHs are paid for hours worked in excess of MGH

BLHs are paid for all hours worked in excess of MGH.

35.17.6 Reconciliation pay

Pay period 2 occurs at the end of week 4 of the bid period and allows for a reconciliation of all accrued credited hours from the previous bid period. In pay period 2, a pilot will be paid for credited hours accrued for the previous bid period for which the pilot has not already been paid. If a pilot has been paid for more credited hours than were accrued in the previous bid period, the Company may make the necessary adjustment in pay period 2 of the current bid period.

35.17.7 SOTs

Each pay period, SOTs will be paid one quarter of the amount payable each bid period under clause 32.

35.17.8 Supervisory pilots, administration and training F/Os, S/Os and the Association's President

In pay periods 1, 2, 3 and 4, supervisory pilots, administration and training F/Os and S/Os will be paid an amount calculated on the basis of 1/26 of the prescribed pay and appropriate allowances under clause 33.

35.17.9 AFDPs and allowances

AFDPs and allowances will normally be paid two (2) weeks in arrears i.e. AFDPs and allowances earned on patterns completed by the end of week 2 of a bid period will be paid in pay period 2 of that bid period and AFDPs earned on

patterns completed by the end of week 4 of a bid period will be paid in pay period 3 of that bid period, etc.

35.17.10 Practical example of the pay system (based on a divisor of 170 hours and MGH of 160) for a PLH

Note: Calculations are in decimals

1. Payment for MGH

$$160 / 4 = 40.00 \text{ hours}$$

2. Difference between divisor and MGH for pay periods 1, 3 and 4

$$\frac{170 - 160}{4} = 2.50 \text{ hours}$$

3. Reconciliation pay for pay period 2

Based on a previous bid period hours 176.75 plus one (1) simulator session

<i>Previous bid period pay due</i>	176.75
<i>Previous bid period already paid</i>	167.50
<i>Balance</i>	9.25
<i>Training from previous bid period</i>	5.50
<i>Reconciliation pay</i>	14.75

Pay 1	Pay 2	Pay 3	Pay 4
40.00 +	40.00 +	40.00 +	40.00 +
2.50 +	14.75 +	2.50 +	2.50 +
<i>AFDP and allowances</i>	<i>AFDP and allowances</i>	<i>AFDP and allowances</i>	<i>AFDP and allowances</i>

Notes:

BLHs will receive all hours worked over MGH in pay period 2 reconciliation

Training credits are additional to accrued credited hours for BLHs

35.18 How the pay system works (28 day bid periods)

35.18.1 Fortnightly pay

A pilot is paid fortnightly by deposit into his or her nominated bank account.

35.18.2 Two (2) pay periods each bid period

There are two (2) pay periods in each bid period (referred to in this clause 35.18 as 'pay periods 1 and 2').

35.18.3 Payment for MGH

Pilots (including PLHs and BLHs) are paid MGH for each bid period in two (2) equal instalments each pay period. If the Association agrees to an increase in the divisor other than in accordance with the provisions in this Agreement for a category or categories in a particular bid period, there will be a commensurate increase in MGH for the respective category or categories in that bid period.

35.18.4 PLHs are paid the difference between MGH and divisor hours

In addition to the payment for MGH, PLHs are paid one half of the difference between MGH and bid period divisor hours in pay period 1.

35.18.5 BLHs are paid for all hours worked in excess of MGH

BLHs are paid for all hours worked in excess of MGH.

35.18.6 Reconciliation pay

Pay period 2 occurs at the end of week 4 of the bid period and allows for a reconciliation of all accrued credited hours from the previous bid period. In pay period 2, a pilot will be paid for credited hours accrued for the previous bid period for which the pilot has not already been paid. If a pilot has been paid for more credited hours than were accrued in the previous bid period, the Company may make the necessary adjustment in pay period 2 of the current bid period.

35.18.7 SOTs

Each pay period, SOTs will be paid one quarter of the amount payable each bid period under clause 32.3.

35.18.8 Supervisory pilots, administration and training F/Os, S/Os and the Association's President

In pay periods 1 and 2, supervisory pilots, administration and training F/Os and S/Os will be paid an amount calculated on the basis of 1/26th of the prescribed pay and appropriate allowances under clause 33.

35.18.9 AFDPs and allowances

AFDPs and allowances will normally be paid two (2) weeks in arrears. i.e. AFDPs and allowances earned on patterns completed by the end of week 2 of a bid period will be paid in pay period 2 of that bid period. AFDPs and allowances earned on patterns completed by the end of week 4 of a bid period will be paid in pay period 1 of the following bid period.

35.18.10 **Practical example of the pay system (based on divisor of 85 and MGH of 80) for PLH**

Note: Calculations are in decimals

1. Payment for MGH

$80 / 2 = 40.00$ hours

2. Difference between divisor and MGH for pay period 1

$85 - 80 = 2.50$ hours.

2

3. Reconciliation pay for pay period 2

Based on a previous bid period hours 88.5 plus one (1) simulator session

<i>Previous bid period pay due</i>	88.5
<i>Previous bid period already paid</i>	82.5
<i>Balance</i>	6.00
<i>Training from previous bid period</i>	5.50
<i>Reconciliation pay</i>	11.50

Pay 1	Pay 2
40.00 +	40.00 +
2.50 +	11.50 +
<i>AFDP and allowances</i>	<i>AFDP and allowances</i>

Notes:

BLHs will receive all hours worked over MGH in pay period 2 reconciliation

Training credits are additional to accrued credited hours for BLHs

PART 6 - LEAVE ENTITLEMENTS

36 Annual Leave and Long Service Leave

36.1 General provisions for annual leave and LSL

36.1.1 Leave on compassionate grounds

- (a) A pilot may request a change of leave period on compassionate grounds in which case the Company will endeavour, as far as possible, to grant the pilot's request.
- (b) When a pilot has a compassionate problem a mutual arrangement may be entered into with Aircrew Operations whereby the pilot is given the option of taking an agreed period of leave. When the pilot is downline, he or she may opt to commence such leave from the time he or she is removed from his or her pattern.
- (c) A pilot may be given relief, for compassionate reasons, from being assigned leave under these guidelines by agreement between the Company and the Association.

36.1.2 Election by pilots based or posted overseas

A pilot who is based or posted overseas for more than 12 consecutive months:

- (a) may elect once in any 12 month period (on average), to be returned to Australia to take leave; and
- (b) will not have the time required to travel to his or her nominated Australian city and return to the overseas base debited against the pilot's leave entitlement so long as the pilot returns by the most direct route and does not break the journey except for circumstances beyond the pilot's control. Unless otherwise agreed, a pilot may only nominate a city on the Company's mainline network.

36.1.3 When leave cannot be commenced on the planned commencement date

A pilot who is prevented from commencing leave on the planned commencement date:

- (a) due to a downline disruption; or
- (b) minimum base turnaround time,

will be granted additional days of leave equal to the number of days by which the commencement of leave is delayed. Wherever possible, the additional days will be added consecutively to the period of leave and the pilot will be returned to his or her base or posting to commence leave at the earliest possible time.

36.1.4 Illness during leave

If a pilot becomes ill during leave and advises the Company as soon as practicable after he or she first becomes ill and produces the necessary medical certificates:

- (a) in the case of annual leave the duration of the illness shall be counted as sick leave and the pilot's annual leave shall be re-credited accordingly.
- (b) in the case of LSL the duration of the illness may, at the discretion of the company, be counted as sick leave and the pilots LSL shall be re-credited accordingly.

36.1.5 Where a pattern or patterns conflict with leave

Where a pattern or patterns conflict with the commencement or termination of the pilot's allocated leave, the Company may require a pilot to slide a leave period by up to five (5) days either way, using the following process:

- (a) the Company will endeavour to advance the leave commencement date;
- (b) if it is not practicable to advance the leave commencement date, the Company may retard the leave commencement date;
- (c) the Company is only entitled to change a pilot's leave commencement date once per leave period; and
- (d) any change to a pilot's leave commencement date will be notified to the pilot after bid line allocation but before the bid period commences.

36.1.6 DDFDs and duty free periods within a pilot's allocated leave

Where a pilot's leave, allocated after the allocation of the pilot's bid line, includes DDFDs (or duty free periods):

- (a) the duty free days will still count as DDFDs (as originally scheduled or rescheduled); and
- (b) the duty free periods will still count as designated duty free periods ('DDFPs') (as originally scheduled or rescheduled).

36.1.7 Taking leave while travelling to or from a posting away from his or her base

A pilot who wishes to take leave while travelling to or from a posting away from his or her base may be granted leave subject to normal Company approval.

36.1.8 'Golden' leave days pre-allocated

- (a) Up to five (5) 'golden' leave days can be pre-allocated each calendar year for each pilot, with a maximum of two (2) days per bid period, provided that:
 - (i) approval of requests for 'golden' leave days after promulgation of lines is at the Company's discretion if a pilot is pattern protected and in other cases, still at the Company's discretion but will not normally be refused (and if refused, the decision will be reviewed by the Fleet Manager);
 - (ii) approval of requests for 'golden' leave days for BLHs is at the Company's discretion;
 - (iii) there can only be a maximum of two (2) pilots in any category on any day as an entitlement to 'golden' leave, with any increase at the Company's discretion;
 - (iv) it will be Company discretion as to whether the 'golden' leave is taken as a passive or active credit;
 - (v) 'Golden' leave is not available during the Christmas period or the Easter Period; and
 - (vi) applications for 'golden' leave days must be received by the Company by Monday of week 2 [1] in the bid period prior to the bid period in which a pilot seeks to take the leave.
- (b) 'Golden' leave will be deducted from the pilot's annual leave (or LSL if no annual leave is available) entitlement.
- (c) Bids for golden leave will first be considered as ad-hoc leave and if not awarded as such will be processed as 'golden' leave.

- (d) A short line holder who takes advantage of this provision is not entitled to pattern protection.
- (e) The Company and the Association will consult and may agree on a process to pre-allocate Golden leave ahead of the bid line allocation process.

36.1.9 **Dropping of patterns against leave**

- (a) With the approval of Aircrew Operations, a PLH may be removed, at his or her request, from a pattern and may have his or her pay protected, by offsetting the credited hours value of the pattern dropped with days debited from the pilot's accrued annual leave or LSL. The appropriate rate will be the bid period divisor divided by 56 [28] credited hours for each day of leave.
- (b) Where the number of days leave to be debited, multiplied by the above sum, does not exactly equal the credited hours value of the pattern dropped, the pilot may elect to drop the difference as unpaid credits or go to the next full day of leave which exceeds the credited hours value of the pattern, in which case, the difference will be forfeited by the pilot.
- (c) Discretion in administering this arrangement will remain solely with the Company as, for example, in the event that two (2) or more pilots in the one (1) category should wish to take advantage of this arrangement and, in the Company's opinion, a lesser number only can be released.

36.1.10 **Taking leave associated with the birth or adoption of a child**

A pilot requiring leave associated with the birth or adoption of a child for whom the pilot is not the primary caregiver will, on application, be granted either annual leave (or LSL) for a period of not more than two (2) weeks (or half a month in the case of LSL) or by mutual agreement, provided that the granting of such leave would not result in the cancellation of a service.

36.2 **Annual Leave**

36.2.1 **Amount of annual leave entitlement**

A pilot is entitled to 42 consecutive days' paid leave (inclusive of Saturdays, Sundays and public holidays) for each 12 months' continuous service.

36.2.2 **Accrual of leave**

A pilot's leave entitlement will accrue daily and will be credited each fortnight or such other lesser period as determined by the Company.

36.2.3 **Amount of annual leave for pay purposes on termination of employment**

Where a pilot terminates employment or the pilot's employment is terminated by the Company (except in the case of summary dismissal), the pilot will be paid in lieu of annual leave all leave accrued as at the date of termination.

36.2.4 **Cashing out annual leave**

If agreed to by the Company, a pilot may cash out a portion of his or her annual leave, provided that:

- (a) the cashing out would not result in the pilot's accrued leave entitlement being less than four (4) weeks; and
- (b) each cashing out of a particular amount of paid annual leave is by a separate agreement in writing between the pilot and the Company; and

- (c) the pilot is paid the amount that would have been payable to him or her had the pilot taken the leave that was foregone as if the leave was taken on the day of payout.

36.2.5 Annual leave to be taken on consecutive days

A pilot's annual leave will be allocated and taken on consecutive days unless the Company and the pilot agree otherwise or leave is separately allocated according to this Agreement.

Despite anything else in this Agreement, a pilot may, with the consent of the Company and at a time or times agreed between them, take annual leave in single days.

36.2.6 Choice of annual leave cycles

- (a) A pilot can elect to take his or her annual leave as either:
 - (i) six (6) weeks every 12 months, referenced to 1 August each year, ('the 12 month cycle'); or
 - (ii) four (4) weeks every eight (8) months for two (2) year periods, referenced to 1 August in odd-numbered calendar years, ('the 8 month cycle').
- (b) Unless a pilot elects (before 1 March in an odd-numbered calendar year) to take annual leave in the 12 month cycle, he or she will be deemed to have elected to take annual leave in the eight (8) month cycle.
- (c) A pilot can change his or her annual leave cycle by advising the Company accordingly by 1 March in the odd-numbered calendar year to take effect from the ensuing two (2) year period commencing on 1 August in that odd-numbered year.

36.2.7 Advertising leave slots for the eight (8) month cycle

A pilot may elect to have annual leave allocated on the basis of four (4) weeks every eight (8) months for two (2) year periods in which case the following procedure applies:

- (a) each two (2) year period will be divided into three (3) eight (8) month leave terms;
- (b) at least thirteen weeks prior to the commencement of each eight (8) month leave term, the Company will issue a list of available leave slots to commence during the ensuing eight (8) month leave term; and
- (c) a pilot who has leave allocated under the eight (8) month cycle may submit a bid not later than four (4) weeks after the Company issues the list of available leave slots for the relevant eight (8) month leave term, indicating the pilot's order of preference for the slots.

Where training is scheduled for a particular fleet, the Company may create a separate leave pool for CAT and TC pilots for that fleet. The affected trainers will be advised prior to bids opening. The separate leave pool will contain a representative set of leave slots.

36.2.8 Advertising leave slots for the 12 month cycle

A pilot may elect to have annual leave allocated on the basis of six (6) weeks every 12 months in which case the following procedure applies:

- (a) at least thirteen weeks prior to the commencement of each twelve month leave term, the Company will issue a list of available leave slots to commence during the ensuing twelve month leave term; and

- (b) a pilot who has leave allocated under the 12 month cycle may submit a bid not later than four (4) weeks after the Company issues the list of available leave slots for the relevant twelve month leave term, indicating the pilot's order of preference for the slots.

Where training is scheduled for a particular fleet, the Company may create a separate leave pool for CAT and TC trainers for that fleet. The affected trainers will be advised prior to bids opening. The separate leave pool will contain a representative set of leave slots.

36.2.9 Construction of annual leave slots over desirable periods

- (a) Leave slots will be constructed in such a way that, with reference to school holidays in states and territories where crew are based or posted, they encompass a minimum of:
 - (i) three (3) weeks or greater of the Summer holidays
 - (ii) two (2) weeks or greater of other holiday periods
- (b) The Company will create as many leave slots over times identified in clause 36.2.9(a) as operationally possible.
- (c) Where operationally possible, the Company will create more leave slots than eligible bidders.

36.2.10 Allocating annual leave

A pilot may bid for a leave slot by arranging the advertised slots in descending order of preference and indicating if he or she intends to use his or her 'Christmas' or 'longest since' priority for each slot. The date used for 'longest since last awarded' in 36.2.10(a) or 36.2.10(b) will be the most recent date of leave awarded under the relevant priority in either short haul operations or long haul operations. Where there has been no leave awarded, the 'longest since last awarded' date will be a pilot's seniority date. Bids will be received not later than four (4) weeks after the Company advertises leave slots for the respective cycles. Unless otherwise agreed between the Company and the pilot, if a pilot has less than 42 days (12 month cycle) or 28 days (8 (eight) month cycle) of accrued annual leave at the commencement of the applicable leave cycle the balance will be allocated in lieu of 42 days or 28 days. Leave slots will be awarded within category and base or posting in three (3) steps.

- (a) **First allocation – 'Christmas Priority'**
 - (i) The Company will maintain and publish a list of pilots in 'longest since last awarded' order for the Christmas period. For this purpose, Christmas Priority is recorded as 25 December of the applicable year. Where two (2) pilots have the same 'longest since' date, seniority will apply between them.
 - (ii) Pilots who have elected to use their 'Christmas priority' will be awarded available slots that cover the Christmas period using their 'Christmas priority'.
- (b) **Second allocation – 'Longest Since Priority'**
 - (i) A pilot may elect to use his or her 'longest since priority' to bid for any advertised leave slot.
 - (ii) The Company will maintain and publish a list of pilots in 'longest since last awarded' order. For this purpose, the 'longest since' priority is recorded as the start date of the leave cycle containing the leave last awarded under this priority. Where two (2) pilots have the same date seniority will apply between them. This list is a pilot's 'longest since' priority.

- (iii) Pilots who have elected to use their 'longest since' priority will be awarded available leave slots in 'longest since' order.
- (c) **Third allocation – 'Seniority Priority'**
- (i) Remaining leave slots will be awarded in seniority order to pilots not awarded slots in clauses 36.2.10(a) or 36.2.10(b).
 - (ii) Where a pilot has four (4) weeks or more leave remaining after he or she has been awarded a leave slot and they have indicated a preference for a second slot, he or she will be awarded a second slot (after step (i)). The number of additional leave slots awarded under this clause 36.2.10(c)(ii) will not exceed the number of additional slots created under clause 36.2.9(c) unless otherwise agreed.
 - (iii) If a pilot has submitted an insufficient number of bids, the Company may allocate a leave slot not filled after all preferences have been awarded. A pilot may only be assigned one (1) leave slot.

36.2.11 Company to promulgate a list of allocated leave

The Company will promulgate a list of awarded and assigned leave periods no later than eight (8) weeks before the commencement of the relevant leave cycle.

36.2.12 Confirming a pilot's annual leave

A pilot's annual leave is assumed to have been confirmed by the Company if the pilot has not been notified that it is cancelled before eight (8) weeks of the planned commencement date of the pilot's leave.

36.2.13 Conditions associated with the cancelling of annual leave

- (a) If, after being allocated a leave period, a pilot transfers to another category, base or posting and the availability of leave periods in the new category or at the new base or posting does not allow the pilot to retain that original allocation, the Company may cancel the original allocation and subsequently allocate another leave period to the pilot with a minimum of four (4) weeks' notice.
- (b) Where a pilot has his or her annual leave allocation cancelled in circumstances other than 36.2.13(a), the pilot will not be assigned the cancelled leave within six (6) months of the last day of the period of cancelled annual leave.
- (c) When a pilot's annual leave is cancelled by the Company, the pilot will be reimbursed for substantiated loss of irrecoverable deposits.
- (d) Where a pilot's leave is cancelled, the Company will not unreasonably refuse his or her request to take leave at a time nominated by the pilot.

36.2.14 Additional or vacant leave periods to be promulgated prior to each bid period

At least four (4) weeks before the beginning of each bid period, the Company will:

- (a) advertise a list of any additional or vacant leave slots that have become available for the ensuing bid period; and
- (b) specify a closing time for bids.

36.2.15 Pilots to bid for additional or vacant leave periods before each bid period

Pilots may bid for the additional or vacant leave periods which shall be awarded in accordance with a pilot's seniority.

If a pilot bids for leave in the same bid period he or she is projected to be a BLH, the award of such a bid will be at the Company's discretion.

36.2.16 Recalling a pilot from leave

The Company may recall a pilot from annual leave for flight coverage, provided all steps have first been taken to provide flight coverage in accordance with the provisions of this Agreement. If a pilot is recalled from annual leave in accordance with this clause 36.2.16, the period of untaken leave will be re-credited to the pilot's leave entitlement.

When a pilot is recalled from annual leave by the Company, the pilot will be reimbursed for reasonable expenses which are substantiated as otherwise irrecoverable.

36.3 LSL

For the purpose of this clause 36.3 and in addition to the meaning given to 'Company manuals' in clause 14, 'Company manuals' means the Company manuals containing procedures and rules governing the application for, and taking of, LSL as filed in the Australian Industrial Relations Commission (Melbourne) on 7 December 1996 in proceedings C37030 before DP Acton.

36.3.1 Granting LSL in accordance with Company manuals

The Company will grant LSL to pilots in accordance with:

- (a) the procedures and rules as set out in the Company manuals; and
- (b) the provisions of this clause 36.3.

36.3.2 LSL entitlement

- (a) The provisions of the Long Service Leave Act 1955 (NSW) or similar Act of another State of the Commonwealth will not apply.
- (b) Company manuals provide that full-time and part-time employees are entitled to:
 - (i) three (3) months LSL (or 3/10ths of one (1) month for each year of service) after 10 or more years of continuous service, or
 - (ii) the value of any untaken accrued leave, on leaving the Company with 10 or more years' service.
- (c) Pilots who take flexi-lines or carers lines at less than 100% have the same entitlement to LSL as full-time employees, however the rate of payment may vary.

36.3.3 Granting LSL at half pay

LSL may be taken at half-pay for double the duration, provided:

- (a) the request meets with the Company's operational requirements; and
- (b) both the employee and his or her manager agree.

36.3.4 Service in the armed forces prior to service with the Company

- (a) For the purpose of this clause 36.3.4, 'armed forces' means armed forces of the Commonwealth (including full-time service with the Citizens Military Force, the Australian Regular Army, Regular Army Service, the Voluntary Defence Corps and National Service Training).

- (b) A pilot's service in the armed forces immediately prior to appointment with the Company will count as service with the Company for the purpose of LSL entitlements. Any break of 12 months or less between a pilot's service in the armed forces and his or her with the Company will not affect the pilot's entitlement.
- (c) Where a pilot has been granted LSL or payment in lieu during or arising out of service in the armed forces, the pilot will not receive LSL entitlements from the Company for the same period of time.
- (d) The entitlement under clause 36.3.4(b) (i.e. service in the armed forces counting as service with the Company for LSL purposes) will not apply to pilots employed after 25 February 2002.

36.3.5 **How LSL is allocated**

- (a) **Order of allocation**

Unless otherwise agreed between the Company and the Association; LSL is to be awarded so that the pilot who has the longest elapsed time since completion of his or her last awarded LSL (including dates for future allocations) will have first preference and so on, down the line. The date used for 'longest elapsed time since' in this clause 36.3.5(a) will be the most recent date of LSL awarded in either short haul operations or long haul operations. Where there has been no leave awarded, the 'longest elapsed time since' date will be a pilot's seniority date. Where two (2) or more pilots have the same completion date, seniority will apply between them.

- (b) **Applications by 1 March each year for 12 month period from 1 August**

All applications must, in the first instance, be received in writing (or other means agreed between the Association and the Company) by 1 March each year for LSL in the 12 month period commencing from the following August each year.

- (c) **Approval of LSL subject to crewing constraints and annual leave allocation**

Wherever possible, leave will be approved within the constraints of not prejudicing Flight Operations' ability to crew services and to comply with the requirements under this Agreement for the allocation of annual leave.

- (d) **Leave outside Christmas period**

For LSL outside the Christmas period, where there are insufficient leave slots available to match those applying for leave, the priority principle in clause 36.3.5(a) will apply.

- (e) **Leave within Christmas period**

For LSL within the Christmas period, the number of pilots on LSL will not exceed 50% of all pilots on annual leave and LSL. Where there is insufficient LSL available to match those applying for leave, the leave priority principle in clause 36.3.5(a) will apply except that LSL will not be allocated to a pilot for two (2) successive Christmas periods if it can be allocated to a pilot who was not allocated LSL in the previous Christmas period.

- (f) **Last allocation in an odd number of leave slots treated as annual leave**

Where the number of leave slots available over the Christmas period is an odd number, the last allocated leave slot will be treated as an awarded annual leave slot.

(g) **Additional leave**

If additional leave becomes available prior to the commencement of a bid period, it will first be allocated as LSL in accordance with this clause 36.3.5.

36.3.6 **Changed circumstances**

The Company and the Association reserve the right to raise with one another the general question of the quantum of pilots' LSL entitlements, in the event of significantly changed circumstances.

36.3.7 **Transitional arrangements**

Transitional provisions for former Australian Airlines employees apply in accordance with the *Qantas Sale Act 1992*. These provisions state that the LSL entitlements for former Australian Airlines employees are as follows:

- (a) pre 30 July 1995 service with Australian Airlines is regulated solely by the federal *Long Service Leave (Commonwealth Employees) Act 1976* which provides for:
 - (i) the calculation of LSL entitlements accrued to 30 July 1995;
 - (ii) prior service in local, state or commonwealth government authorities; and
 - (iii) accrued entitlement to be taken at half-pay at the Company's discretion.
- (b) post 30 July 1995 service entitlements are determined in accordance with the Company's Policy Manual and the Award or Act relevant to the employee.

37 Assignment of Annual Leave and Long Service Leave

37.1 General provisions

- 37.1.1 Except where a pilot does not hold an annual leave allocation for the current leave year, the assignment of leave will only be used as a mechanism of last resort in the management of surpluses.
- 37.1.2 A pilot may apply at any time to take excess leave.
- 37.1.3 For the purposes of this clause 37, excess annual leave means leave accrued in excess of the leave entitlement as specified in clause 36.2.1.
- 37.1.4 All except two (2) weeks of excess annual leave may be assigned.
- 37.1.5 All except two (2) weeks of LSL can be assigned.
- 37.1.6 Excess leave will be assigned for a period of not less than two (2) weeks at any one (1) time.
- 37.1.7 The maximum amount of excess leave (that is any combination of annual leave or LSL) that can be assigned is four (4) weeks each bid period (for a fleet on a 28 day bid period this means the two halves of the 56 day bid period.) This maximum will be reduced by any leave awarded under clauses 36.2.14 or 36.3.5(g).
- 37.1.8 The Company will give the pilot a minimum of four (4) weeks' notice to take leave.

37.1.9 A pilot who is assigned LSL may substitute the assigned leave with any annual leave that he or she has available.

37.2 Leave assignment priorities

37.2.1 A pilot who has successfully completed a promotional or transitional training course, and whose consolidation flying period would be affected will not be assigned.

37.2.2 A pilot who will be on known long term sick leave will not be assigned.

37.2.3 A pilot will not be assigned annual leave in consecutive bid periods unless this results in the Company not being able to assign all the annual leave it requires.

37.2.4 Subject to agreement between the Company and the Association as to the method of annual leave assignment, the most outstanding excess annual leave will be assigned first in each step.

37.2.5 LSL is to be assigned so that the pilot who has the longest elapsed time since completion of his or her last assigned LSL will be assigned first and so on, down the line.

37.3 Assigning additional or vacant leave

37.3.1 Where the assignment of leave has become necessary under clause 37.1 the following steps will apply, in order:

(a) assign 14 days of annual leave to pilots with 28 days or more excess leave;

(b) assign an additional 14 days annual leave to pilots with 28 days or more excess leave;

(c) assign 14 days LSL; and

(d) assign an additional 14 days LSL.

37.4 Pilot shortage after assignments

If the Company is short of pilots for a bid period, pilots who have been assigned leave will be asked (in reverse order that the assigned leave was allocated) to relinquish that leave in blocks of two (2) weeks to the extent required to provide stability of planned pattern lines.

37.5 Allocated and assigned leave

If previously allocated leave is not joined with assigned leave, the Company will not unreasonably refuse a pilot's request to have either:

37.5.1 the allocated leave and the assigned leave joined; or

37.5.2 the allocated leave and the assigned leave separated by at least two (2) weeks to facilitate recency flying.

38 Parental Leave

38.1 Parental leave entitlements

38.1.1 Qualifying for parental leave

A pilot is entitled to 52 weeks parental leave after 12 months continuous service with the Company on a shared basis with his or her partner unless extended in accordance with clause 38.1.3.

38.1.2 Accessing parental leave

Parental leave is available to only one (1) parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (a) for maternity and paternity leave, an unbroken period of one (1) week at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

38.1.3 Extending the period of parental leave

- (a) A pilot is entitled to one (1) extension of parental leave of up to 52 weeks, provided the total period of leave does not exceed 104 weeks.
- (b) To extend a period of parental leave a pilot will give the following notice:
 - (i) for up to 52 weeks leave, two (2) weeks;
 - (ii) for periods in excess of 52 weeks leave, one (1) full bid period.

38.1.4 Parental leave payment

Parental leave is unpaid leave except as specified by Company policy in which case, any payment will be based on the applicable divisor for the period of the leave.

38.1.5 Annual leave and LSL entitlements

- (a) Annual leave and LSL will not accrue during any period of unpaid parental leave.
- (b) During parental leave a pilot may take any (or any part of) accrued annual leave and/or LSL entitlements. Any such leave taken will count towards the term of parental leave.

38.1.6 Personal leave entitlements

- (a) Personal leave entitlements will not accrue during any period of unpaid parental leave.
- (b) A pilot may not take personal, URTI or compassionate leave during a period of approved parental leave.

38.1.7 Returning to duty after parental leave

- (a) For parental leave up to and including 52 weeks, a pilot will give the Company written notice of his or her intention to return to duty.
- (b) For parental leave in excess of 52 weeks, a pilot will give the Company one (1) full bid period's notice of his or her intention to return to duty.
- (c) Upon expiration of the notice periods in clauses 38.1.7(a), 38.1.7(b) or 38.2.7, a pilot is entitled to resume his or her category or an equivalent position in accordance with his or her seniority if the category held immediately before taking parental leave no longer exists.
- (d) Upon a pilot's return to duty, the Company will provide recency flying, recurrent-training sessions, route qualifications and any further training necessary to qualify the pilot for return to line flying.

38.1.8 Retaining or relinquishing a training vacancy

If, before commencing parental leave, a pilot has not completed transitional training for a vacancy already allocated, the pilot may, subject to clauses 16.4.16 and 26.1, retain the vacancy.

38.1.9 Applying for a training vacancy during parental leave

During parental leave a pilot may apply for a training vacancy provided the training is planned to commence after the end of the parental leave.

38.1.10 Staff travel

Staff travel will be available during parental leave.

38.2 Maternity leave

38.2.1 Eligibility

A pilot will be eligible for maternity leave upon production to the Company of a medical certificate stating that she is pregnant and the expected date of her confinement.

38.2.2 Period of leave

Subject to clauses 38.1.3 and 38.2.8, maternity leave will be a continuous period of up to 52 weeks from the commencement of maternity leave and will not end until at least six (6) weeks post-birth.

38.2.3 Applying for leave

A pilot's application for maternity leave must be accompanied by:

- (a) a medical certificate stating that she is pregnant and the expected date of her confinement; and
- (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse.

38.2.4 Commencing maternity leave

- (a) A pilot may commence maternity leave immediately upon confirmation of pregnancy as certified by a registered medical practitioner or immediately following completion of alternative duties.
- (b) A pilot will give at least four (4) weeks' notice in writing (unless otherwise agreed) of the date she intends to commence maternity leave unless the birth occurs earlier than expected.
- (c) A pilot will notify the Company as soon as practicable if her pregnancy terminates other than by the birth of a living child.

38.2.5 Pregnancy-related illness prior to maternity leave

If a pilot suffers an illness related to her pregnancy before commencing maternity leave, she may take personal leave in accordance with clause 39 for a period certified by a registered medical practitioner as being necessary before her return to duty.

38.2.6 Pregnancy terminates or the child dies prior to maternity leave

Where before maternity leave has commenced the pregnancy of a pilot terminates other than by the birth of a living child:

- (a) the Company will cancel the maternity leave; and
- (b) the pilot is entitled to personal leave in accordance with clause 39 for a period certified by a registered medical practitioner as being necessary before her return to duty.

38.2.7 Pregnancy terminates or the child dies during maternity leave

Where the pregnancy terminates other than by the birth of a living child, a pilot on maternity leave has the right to resume work:

- (a) at a mutually-agreed time; or
- (b) at a time nominated by the Company which will not be later than four (4) weeks after the pilot advises the Company of her availability to return to work.

38.2.8 **Ground staff positions**

A pregnant pilot, who is declared fit by a Company doctor for non-flying duty, is entitled (if she so desires) to be allocated to a ground staff position on the following basis:

- (a) a ground staff position will, wherever practicable, be related to flying operations;
- (b) the terms of employment will be those prevailing under this Agreement (or agreement applicable to the ground staff position if more favourable) except that rostering and work rules will be as applicable for the ground staff position; and
- (c) if the pilot continues with alternative duties during the period of six (6) weeks before the expected date of birth, the Company may request a medical certificate confirming her fitness to work.

38.2.9 **Superannuation**

The Company will continue superannuation contributions for a maximum of 52 weeks of maternity leave as if the pilot had continued flying duties if, for the unpaid part of this 52 week period, the pilot also makes superannuation contributions (if applicable) on a post-tax basis:

- (a) as a lump sum payment prior to commencing leave; or
- (b) by remittances every four (4) weeks.

38.2.10 **Maternity leave to count as continuous service**

A pilot's period of maternity leave will count as continuous service subject to clauses 38.1.5 and 38.1.6. In accordance with clause 38.2.9, the first 52 weeks, but not any longer period, of maternity leave will, count as continuous service for superannuation purposes if the requirement for member contributions in clause 38.2.9 is satisfied.

38.3 **Paternity leave**

38.3.1 **Eligibility**

A pilot will be eligible for paternity leave upon production to the Company of a medical certificate which names the spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place.

38.3.2 **Period of leave**

Paternity leave may be taken as:

- (a) an unbroken period of up to one (1) week at the time of confinement of the spouse;
- (b) two (2) weeks within two (2) months of the date of birth subject to operational requirements; and
- (c) a further period of up to 49 weeks (unless extended in accordance with clause 38.1.3) in order to be the primary caregiver of a child, reduced by any period of maternity leave taken by the pilot's spouse which cannot be taken concurrently with that maternity leave.

38.3.3 **Applying for leave**

A pilot's application for paternity leave will be accompanied by:

- (a) a medical certificate as specified in clause 38.3.1; and
- (b) a statutory declaration stating that the pilot will take that period of paternity leave to become the primary caregiver of a child and stating

particulars of any period of maternity leave sought or taken by the pilot's spouse.

38.3.4 Notice of proposed period of leave

A pilot will give the following written notice of intention to take leave:

- (a) as soon as reasonably practicable for leave in accordance with clauses 38.3.2(a) and 38.3.2(b); and
- (b) 10 weeks for leave in accordance with clause 38.3.2(c).

38.3.5 If the child's birth occurs earlier than expected

A pilot will not be in breach of clause 38.3.4 if the pilot fails to give the required notice because:

- (a) the birth occurred earlier than expected; or
- (b) of the death of the spouse; or
- (c) other compelling circumstances.

38.3.6 Cancellation of paternity leave

If, before paternity leave has commenced, the pregnancy of the pilot's spouse terminates other than by the birth of a living child, the Company will cancel the paternity leave.

38.3.7 Unpaid paternity leave not to count as service

Absence from duty on unpaid paternity leave will not break the continuity of a pilot's employment with the Company or relative seniority. Any unpaid paternity leave period will not be taken into account in calculating the pilot's length of service.

38.4 Adoption leave

38.4.1 Eligibility

A pilot will be eligible for adoption leave upon production to the Company of a statement from an adoption agency or from the appropriate government authority.

38.4.2 Period of leave

Adoption leave may be taken as:

- (a) an unbroken period of up to three (3) weeks at the time of the placement of the child; or
- (b) an unbroken period of up to 52 weeks from the time of the child's placement (unless extended in accordance with clause 38.1.3) in order to be the primary caregiver of the child provided the leave is not taken concurrently with adoption leave taken by the pilot's spouse in relation to the same child. This entitlement will be reduced by:
 - (i) any period of leave taken under 38.4.2(a); and
 - (ii) the aggregate of any periods of adoption leave taken, or to be taken, by the pilot's spouse.

38.4.3 Applying for leave

A pilot's application for adoption leave will be accompanied by:

- (a) a statement from an adoption agency or other government authority of the presumed date of placement of the child with the pilot for adoption purposes; or

- (b) a statement from the appropriate government authority confirming that the pilot is to have custody of the child pending application for an adoption order.

38.4.4 Notice of adoption approval and proposed period of leave

A pilot proposing to take adoption leave will:

- (a) notify the Company upon receiving the notice of approval for adoption purposes;
- (b) in the case of a relative adoption, notify the Company upon deciding to take a child into custody pending an application for an adoption order;
- (c) at the time of appointment if an adoption is in progress, notify the Company of any approval for adoption purposes received and of the period(s) of adoption leave which he or she proposes to take;
- (d) give 14 days' notice for leave taken in accordance with clause 38.4.2(a); and
- (e) at least 10 weeks before the proposed date of commencing leave in accordance with clause 38.4.2(b), notify the Company of the intention to take leave and the proposed duration of leave unless:
 - (i) the adoption agency requires the pilot to accept an earlier or later placement of a child; or
 - (ii) other compelling circumstances.

38.4.5 Cancellation of adoption leave

- (a) If the placement of the child does not proceed, adoption leave which has not commenced will be cancelled.
- (b) If the placement of a child does not proceed, a pilot on adoption leave will immediately notify the Company and the Company will nominate a time not exceeding four (4) weeks from receipt of that notification to resume work.

38.4.6 Unpaid adoption leave not to count as service

Absence from duty on unpaid adoption leave will not break the continuity of a pilot's employment with the Company or relative seniority. Any unpaid adoption leave period will not be taken into account in calculating the pilot's length of service.

38.4.7 Special leave associated with adoption procedures

Where a pilot is seeking to adopt a child, the Company will grant two (2) days' unpaid special leave in order to attend any compulsory interviews or examinations as part of the adoption procedure. With the Company's approval, the pilot may take accrued annual leave or LSL in lieu of taking unpaid special leave.

39 Personal and Compassionate Leave

39.1 Personal and compassionate leave circumstances

Subject to the conditions set out in this clause 39, a pilot who is absent from duty for the following reasons:

- 39.1.1 personal illness or injury (sick leave);
- 39.1.2 to care for and support an immediate family or household member who is sick

and requires care (carer's leave); or

- 39.1.3 when a member of his or her immediate family or household is suffering from a serious or life-threatening personal injury or illness or for bereavement ('compassionate leave');

is entitled to the amounts of paid leave specified in clause 39.2.

39.2 Personal and compassionate leave entitlements

A pilot is entitled to the following amounts of paid leave:

- 39.2.1 on appointment with the Company, 21 calendar days' personal leave (which may be used for sick leave or carer's leave, or both);
- 39.2.2 after 12 months' service, 21 calendar days' personal leave; and
- 39.2.3 two (2) days' compassionate leave per occasion in accordance with clause 39.5.

Personal leave entitlements that are untaken at the completion of each year (after deducting personal leave taken by the pilot) will accumulate to a maximum credit of 365 days.

39.3 Sick leave

39.3.1 Extended sick leave entitlements after 25 November 1996

When a pilot is on extended sick leave and exceeds his or her current accumulated credit, the pilot shall be entitled to additional sick leave where, in previous years, his or her annual personal leave entitlement has been capped at the maximum of 365 days. When a pilot does exceed his or her personal leave entitlement, the Company shall undertake a look back (but excluding all time served prior to 25 November 1996) and calculate from sick leave records whenever a pilot has had his or her entitlement exceeded, and then capped at 365 days. The total amount of days when a pilot's entitlement has exceeded 365 days (before being capped) are available to the pilot to be used.

This entitlement shall be available prior to the entitlement of 90 days each year at half pay. This entitlement shall not be used to calculate pay in lieu of sick leave in cases such as workers compensation or medical retirement.

39.3.2 Deducting sick leave from personal leave

Sick leave taken by a pilot is deducted from the pilot's personal leave entitlement of 21 calendar days per year of service.

39.3.3 Using accumulated personal leave for sick leave

A pilot is entitled to use accumulated personal leave for personal illness or injury if the pilot has already used the current year's personal leave entitlement.

39.3.4 Paid leave for URTI

In addition to personal leave, a pilot is entitled to four (4) days' paid leave for illness associated with URTI subject to the following:

- (a) URTI leave is not cumulative; and
- (b) to claim URTI leave, a pilot must produce a medical certificate specific to the illness.

39.3.5 Additional sick leave at half pay

Where a pilot has exhausted his or her accumulated personal leave entitlement, the pilot is entitled to additional sick leave at half pay to a maximum of 90 days in any 365 day period.

39.3.6 Further sick leave without pay

Where a pilot has exhausted his or her accumulated personal leave entitlement and additional sick leave at half pay, the pilot may be allowed further sick leave without pay.

39.3.7 Notifying the Company of illness

A pilot is required to notify the Company immediately upon becoming ill and will, as far as possible, state the nature of the illness and the estimated duration of absence.

39.3.8 Reporting availability for duty

After illness, a pilot is required to immediately report his or her availability for duty to Aircrew Scheduling.

39.3.9 When sick leave commences and finishes

Sick leave will be deemed to commence on the day on which a pilot is unable to perform a scheduled duty or, if sooner, on his or her next Available Day, and will continue until, but not including, the first full day on which the Company has been notified the pilot is fit for duty.

39.3.10 When a medical certificate is required

- (a) Before being required to produce a medical certificate or other evidence of unfitness for duty, a pilot is entitled to a maximum of four (4) occasions or seven (7) days of sick leave commencing from 20 August in each year. However, if a pilot reports sick on the same day that he or she is contacted for duty or on the following day, the Company may require the pilot to produce a medical certificate or other evidence of unfitness for duty.
- (b) Any day of work or pattern as applicable affected by non-certificated sick leave will be unpaid other than as provided in clause 39.3.10(a).

39.3.11 DDFDs within sick leave period

Where a pilot is unfit for duty and the period of unfitness includes DDFDs or DDFPs, those days or periods will still count as DDFDs or DDFPs as originally scheduled or rescheduled.

39.4 Carer's leave

39.4.1 Using personal leave entitlement for carer's leave

A pilot is entitled to take up to 15 days per annum of personal leave entitlements as carer's leave and such leave will be deducted from the pilot's personal leave entitlement.

39.4.2 Carer's leave may be taken for a single day

Carer's leave may be taken for a single day.

39.4.3 Conditions and limitations upon taking carer's leave

A pilot is entitled to take carer's leave subject to:

- (a) production of a medical certificate or statutory declaration stating the illness of the person concerned and that the illness requires care by another;
- (b) no other person (under normal circumstances) taking leave to care for the same person; and
- (c) giving the Company prior notice of his or her intention to take leave, the name of the person requiring care, that person's relationship, the reasons for taking leave and the estimated length of absence. If it is

not practicable for the pilot to give prior notice of absence, he or she must notify the Company at the first opportunity on the day of absence.

39.4.4 Unpaid carer's leave

A pilot who has exhausted his or her entitlement in accordance with clause 39.4.1 is entitled to an additional two (2) days of unpaid carer's leave on each occasion. Unpaid leave in addition to these two (2) days may be approved by the Company.

39.5 Compassionate leave

39.5.1 Documentary evidence

The Company may request the pilot to provide reasonable evidence of the illness, injury or death.

39.5.2 Using accumulated personal leave for compassionate leave

Where compassionate leave has been exhausted, a pilot may access personal leave subject to Company approval.

39.5.3 Additional leave for bereavement of a close relative

If a close relative of the pilot dies, the Company may grant the pilot up to one (1) day's paid leave.

39.6 Deducting personal leave

39.6.1 Personal leave taken by a pilot is deducted from the pilot's personal leave entitlement of 21 calendar days per year of service.

39.6.2 For the purpose of debiting, personal leave will be calculated at divisor divided by 56[28].

39.6.3 The personal leave credit will be offset against pattern protection owed at the time the pilot clears fit for duty. Pilots who are ATA will have credited hours added to the projected hours until MGH is reached.

39.6.4 Debiting of personal leave will only occur to the extent required to offset pattern protection or ATA for a PLH.

39.6.5 Personal leave will not be debited when taken on a passive duty unless it can be offset against existing pattern protection/ATA as defined above.

39.6.6 Where personal leave debit is not in whole days it will be debited in fractions of a day.

39.6.7 Pilots who are on approved long term sick leave (RM4.9) will be debited a maximum of 38[19] days sick leave for a bid period.

39.6.8 Personal leave credit will continue to increase a blank line holder's projected credited hours until they reach MGH value, at this time sick leave credits will cease and debit of sick leave will stop.

39.6.9 A pilot who, on an Available Day, reports sick before 1700 hours local time, will not be debited sick leave for that day.

39.6.10 A pilot will be debited PL-NEW (LH) days prior to being debited PL-OLD (LH) days.

Examples of how personal leave is debited are set out at Part B of Schedule 1.

40 Leave Without Pay

40.1.1 Applications for LWOP will be considered in order of receipt by the Company

and state whether there is an intention to fly with another operator.

- 40.1.2 The Company may approve LWOP in accordance with Company policy and the conditions of this clause 40 except that nothing in this clause 40 precludes the Company providing additional benefits.
- 40.1.3 The period of LWOP will be specified in respect of each individual applicant and may be varied only by mutual consent.
- 40.1.4 The pilot is responsible for making alternate arrangements when deductions from pay cease for the period of the LWOP.
- 40.1.5 Company superannuation contributions may be suspended.
- 40.1.6 Any death benefit under the QSL Plan during the LWOP will be that applicable at the commencement of the LWOP subject to payment under the QSL Plan not being less than the Members Accumulated Credit.
- 40.1.7 LOL insurance coverage will not apply during the period of LWOP except where the Company has approved in writing the pilot carrying out flying operations with another operator and the insurer and/or the Company agree.
- 40.1.8 Staff travel benefits on Qantas Group airlines will apply during the LWOP but interline entitlements will depend on the respective interline agreements.
- 40.1.9 Subject to clause 40.1.12(a), a pilot will resume a position in accordance with his or her seniority at the completion of LWOP. A flowchart that sets out the process for a pilot returning after a period of LWOP is at Part C of Schedule 1.
- 40.1.10 The Company will provide the training necessary to re-validate the pilot's licence at the completion of LWOP.
- 40.1.11 A pilot may bid for a vacancy provided the vacancy is to become effective after the completion of the LWOP.
- 40.1.12 A pilot's period of LWOP will count as continuous service provided he or she resumes duty with the Company except that:
 - (a) if the pilot engages in employment whilst on LWOP without approval from the Company seniority will not continue to accrue for the period of LWOP;
 - (b) all leave entitlements will cease to accrue during the period of LWOP and may be retained;
 - (c) consistent with clause 40.1.12(e), the period of LWOP will not count as service for superannuation purposes unless the Company elects otherwise;
 - (d) a pilot may take annual leave prior to commencing LWOP; and
 - (e) if the pilot requests, annual leave or LSL entitlements will be paid out as permitted by the Act.

41 Leave Without Pay to Accommodate Fixed Term Employment with Jetstar Airlines Pty Limited

41.1 Application of this clause

- 41.1.1 This clause 41 applies to pilots who take LWOP from the Company in order to accept an offer of fixed term employment with Jetstar Airways Pty Limited pursuant to the terms of the Memorandum of Understanding ('MOU') dated 3 November 2004 between the Company, Jetstar Airways Pty Ltd (formerly Impulse Airlines Pty Ltd) ABN 33 069 702 243 ('Jetstar'), the Association and the Committee of the Impulse Pilot Group (as defined in clause 2.31 of the

Impulse Airlines Pilots Agreement 2001), to be known as the Jetstar Pilots Council from 25 May 2004 ('Pilot Council').

41.1.2 Subject to this clause 41, the Agreement will not apply during the term of a pilot's LWOP to accommodate fixed term employment with Jetstar Airlines Pty Limited.

41.2 MOU does not form part of this Agreement

The MOU does not form part of this Agreement.

41.3 Applications for LWOP and retention of seniority

41.3.1 For the purpose of this clause 41, clause 40 is replaced in its entirety with this clause 41.

41.3.2 After making a written request to the Company, a pilot may be granted LWOP.

41.3.3 If the Company grants the requested LWOP, the pilot's contract of employment may be suspended in accordance with the provisions of Company manuals but the pilot will retain his or her seniority for the period of the LWOP.

41.3.4 In the event of a national emergency being proclaimed by the government of the Commonwealth of Australia, a pilot who has been granted LWOP under this clause 41 and who subsequently volunteers for or is ordered to serve in the armed forces, however, extended, will retain his or her seniority during the period of such service.

41.4 Period of LWOP

41.4.1 With respect to a 'hot spot' position (as defined in clause 2, and referred to in clause 7, of the MOU), the period of LWOP will match the period of the fixed term appointment accepted by the pilot pursuant to the MOU, subject to any extension agreed pursuant to clause 7.7.1 of the MOU or any early termination of the fixed term appointment under clause 6.7 of the MOU.

41.4.2 With respect to a position accessed via a 'ghost' seniority number (as described in clause 8 of the MOU), the period of LWOP will match the three (3) year fixed term appointment accepted by the pilot pursuant to the MOU, subject to any early termination of the fixed term appointment under clause 6.7 of the MOU.

41.5 Approval of LWOP dependent upon fixed term employment with Jetstar

Subject to operational requirements, a pilot's application for LWOP will be approved by the Company provided the pilot has accepted an offer of fixed term employment with Jetstar.

41.6 Seniority

A pilot who resumes employment with the Company on completion of the period of LWOP (including any earlier resumption of employment pursuant to clause 41.18), will retain her or his position on the Company's Pilots' Seniority List.

41.7 Leave entitlements, years of service and pay increases

Whilst on LWOP, a pilot will retain continuity of service with the Company for the following benefits to the extent set out in clauses 41.8, 41.9 and 41.10 provided he or she resumes duty with the Company at the conclusion of the fixed term engagement with Jetstar (subject to any extension or early termination with respect to a 'hot spot' position, and subject to any early termination with respect to a position accessed via a 'ghost' seniority number).

41.8 LSL

41.8.1 Any accumulated LSL entitlements will be retained at the time the pilot commences the LWOP and will remain to the pilot's credit until he or she resumes duty with the Company.

41.8.2 Service during a fixed term engagement with Jetstar will, if the pilot resumes

service with the Company, be recognised by the Company for the purpose of determining a pilot's LSL entitlements.

- 41.8.3 A pilot who accepts an offer of permanent employment with Jetstar on completion of a period of LWOP, may elect (if entitled under Company policy) to either be paid out his or her LSL entitlement accrued with the Company as at the time the pilot commenced the LWOP or to have his or her service with the Company recognised by Jetstar for the purpose of determining the pilot's LSL entitlement.

41.9 Personal leave and annual leave

Any accumulated personal leave credits and annual leave credits will be retained at the time the pilot commences the LWOP and will remain to the pilot's credit until he or she resumes duty with the Company except that, in circumstances of long term sick leave, personal leave credits may be transferable to Jetstar provided it is agreed between the Company and Jetstar.

41.10 Years of service and pay increases

The pilot's years of service with Jetstar will be added to his or her years of service with the Company and, on return to the Company, the total of the pilot's years of service with the Company and Jetstar will determine the years of service hourly rate of pay applicable to the category in which the pilot returns to the Company.

41.11 Superannuation

- 41.11.1 At the time of proceeding on LWOP, a pilot will elect, on a once only basis for the period of the LWOP, one (1) of the following options (i.e. clause 41.11.1(a) or 41.11.1(b)):
- (a) Continuation of contributions to the relevant division of the Qantas Superannuation Plan ('the Plan') in which case:
 - (i) the Company will cease its contributions;
 - (ii) the pilot will continue to make member contributions to the Plan as required under the Rules of the Plan;
 - (iii) the pilot's superannuation salary for the purposes of the Plan (and for no other purpose) will be the superannuation salary that applies under the Rules of the Plan as if the pilot had not taken LWOP from the Company;
 - (iv) Jetstar will pay an employer contribution to the Plan at the rate that applies under the Jetstar Certified Agreement (as defined in the MOU), based on the salary applying under the Jetstar Certified Agreement;
 - (v) if necessary, the pilot will sacrifice from gross salary a 'top up' superannuation contribution to the Plan for any shortfall between the Jetstar contribution under clause 41.11.1(a)(iv) and the employer contribution required under the Plan;
 - (vi) Jetstar will make all necessary arrangements with Qantas Superannuation Limited ('QSL') for the amount of any 'top up' required to be made, to be quantified by QSL and advised to the pilot and Jetstar; and
 - (vii) service with Jetstar during the period of LWOP will count as continuous service for the calculation of benefits under the Plan.
 - (b) Cessation of member contributions during the period of LWOP in which case:
 - (i) the Company will cease to make contributions;

- (ii) the pilot will cease to make employee contributions to the Plan;
- (iii) service with Jetstar during the period will not count as continuous service for the calculation of benefits under the Plan;
- (iv) the death benefit under the Plan during the LWOP will be that applicable at the commencement of the LWOP. The payment under the Plan will be not less than the member's Accumulated Credit.

41.11.2 If the pilot does not resume duty with the Company on completion of the agreed period of LWOP (or any agreed extension of the LWOP), or if there is earlier notification of termination of employment with the Company, the date of withdrawal from the Plan will be deemed to be the date of cessation of employment with the Company.

41.12 Staff travel

During a period of LWOP a pilot will be eligible to receive staff travel benefits under the Jetstar Staff Travel Policy (in place of the Qantas Staff Travel Policy).

41.13 LOL

The LOL insurance provisions under the Jetstar Certified Agreement will apply unless a pilot opts to remain in the Company scheme. If the pilot opts to remain in the Company scheme, he or she will pay the premium (if any) as advised by the Company from time to time and may seek reimbursement of the amount of the premium from Jetstar up to the level provided for in the Jetstar Certified Agreement.

41.14 Licence renewals

The Company will not be responsible for a pilot's licence renewals during the period of LWOP. On return to the Company for duty at the completion of the agreed period of LWOP, the Company will provide the pilot with the training necessary to re-validate his or her qualifications.

41.15 Salary deductions

Deductions from pay will cease during the period of LWOP.

41.16 Posting, promotion or transfers

41.16.1 During the period of LWOP, a pilot may bid for a vacancy for a posting to a base, or for promotion or transfer to a higher rated aircraft in the Company.

41.16.2 The vacancy will be awarded provided:

- (a) the pilot meets the Company's promotional criteria;
- (b) the vacancy is to become effective after the completion of the LWOP; and
- (c) the vacancy is to become effective after the pilot has completed any freeze period requirements (noting that service with Jetstar will not count towards the reduction of an applicable freeze period).

41.17 Entitlement to resume duty with the Company

At the end of a period of LWOP, or if a pilot's term of employment with Jetstar is reduced, the pilot will be entitled to resume a position with the Company commensurate with his or her seniority. A flowchart that sets out the process for a pilot returning from a period of LWOP is set out at Part C of Schedule 1.

41.18 Creation of 'ghost' seniority numbers in the Company for Jetstar pilots and appointment of Jetstar pilots to the Company

Pursuant to clause 11 of the MOU, and notwithstanding clause 16 of the Agreement, from the date that the MOU comes into effect and until it is terminated, seven (7) in each 20

new seniority numbers will be 'ghost' numbers that can be used by eligible Jetstar pilots (as defined in clause 2.2 of the MOU) to access F/O or Captain positions in the Company, and will continue or be deleted, in accordance with the terms of the MOU.

PART 7 – SAFETY AND EQUIPMENT

42 New Aircraft or Equipment

42.1 Conference to consider changes to pay, rules and working conditions for new aircraft or equipment

At least six (6) months before training of pilots for a new type of aircraft or equipment for use on aircraft on the Company's commercial operations is to commence, either the Company or the Association may request a conference with the other party to consider whether or not any changes to the provisions in this Agreement should be made in relation to the new aircraft type or equipment. The conference will begin within 30 days after the request for a conference has been made, unless otherwise mutually agreed between the parties.

42.2 When any agreed changes to this Agreement apply

Any agreed changes to this Agreement will apply from the date the aircraft or equipment is first placed in commercial service.

42.3 Pilots will operate new aircraft or equipment when declared airworthy for a minimum period of three (3) months even if agreement not reached on pay and conditions

Pilots will operate new aircraft or equipment on the Company's scheduled and non-scheduled operations at such time as the aircraft or equipment is declared airworthy by the aviation regulatory authority whether or not rates of pay, rules and working conditions for the aircraft or equipment have been agreed but this obligation will not continue if rates of pay, rules and working conditions have not been agreed upon within a period of three (3) months after the new aircraft or equipment has been placed in service by the Company.

43 Insurance Cover in Warlike Circumstances

43.1 A pilot will not be required to operate services into hostile or warlike areas, but the employer may request volunteers for such operations.

43.2 Should the Company operate military charter flights into and out of areas in which hostile or warlike activities may reasonably be said to exist, it will be open to the Association to raise with the Company the question of extending the provisions of clause 43.3 to such charter flights.

- 43.3 A pilot who participates in military charter flights will in addition to any other benefits to which he or she is entitled under this section, be insured by the Company against death for the following amount (adjusted at the relevant dates as set out in the table below):

Date	Amount from which shortfall is measured
From the first pay period after the commencement of the Agreement	\$452,921
From the first pay period on or after 1 July 2020	\$466,509
From the first pay period on or after 1 July 2021	\$480,504
From the first pay period on or after 1 July 2022	\$494,919
From the first pay period on or after 1 July 2023	\$509,767

This benefit will be payable in the event of the pilot's death whilst flying on the last sector into or the first sector out of any warlike area or whilst on the ground in such area if death results from any of the acts referred to in clause 43.4.

- 43.4 Should a pilot be killed whilst overseas in the course of duty with the Company (whether death arises out of or in the course of employment or while the pilot is based, slipping or travelling overseas in the course of employment) and death results from warlike operations including:

- 43.4.1 acts of war, whether declared or undeclared;
- 43.4.2 warlike acts in the course of civil war or armed civil insurrection;
- 43.4.3 deliberate attacks on aircraft by units of armed forces (including shooting or forcing down in time of peace);
- 43.4.4 acts of sabotage;
- 43.4.5 hijacking,

the Company will provide the following:

- (a) a guarantee to make up any difference by which the sum of the death payment due to a pilot attributable to the Company's contributions under the staff superannuation plan plus the amount payable on death under the Company's personal accident insurance scheme falls short of the following amounts (adjusted at the relevant dates as set out in the table below):

Date	Amount from which shortfall is measured
From the first pay period after commencement of the Agreement	\$577,719
From the first pay period on or after 1 July 2020	\$595,051
From the first pay period on or after 1 July 2021	\$612,903
From the first pay period on or after 1 July 2022	\$631,290
From the first pay period on or after 1 July 2023	\$650,229

- (b) where a pilot is married he or she will be entitled to an additional amount (adjusted at the relevant dates as set out in the table below):

Date	Additional amount payable if a pilot is married
From the first pay period after commencement of the Agreement	\$57,966
From the first pay period on or after 1 July 2020	\$59,705
From the first pay period on or after 1 July 2021	\$61,496
From the first pay period on or after 1 July 2022	\$63,341
From the first pay period on or after 1 July 2023	\$65,241

- (c) where a pilot has children under the age of 17 years including any children en ventre sa mere, he or she shall be paid an additional amount (adjusted at the relevant dates as set out in the table below) per child in addition to the amount payable under clause 43.4.5(a) if applicable:

Date	Additional amount payable per child under 17
From the first pay period after commencement of this Agreement	\$14,507
From the first pay period on or after 1 July 2020	\$14,942
From the first pay period on or after 1 July 2021	\$15,390
From the first pay period on or after 1 July 2022	\$15,852
From the first pay period on or after 1 July 2023	\$16,328

- (d) an indemnity to a maximum of the amount (adjusted at the relevant dates as set out in the table below) in respect of personal insurance policies taken out by a pilot which contain exclusions of death by injury resulting from the circumstances set out in this clause 43.4:

Date	Maximum indemnity in respect of personal insurance policies
From the first pay period after commencement of this Agreement	\$309,034
From the first pay period on or after 1 July 2020	\$318,305
From the first pay period on or after 1 July 2021	\$327,854
From the first pay period on or after 1 July 2022	\$337,690
From the first pay period on or after 1 July 2023	\$347,821

- (e) Where a pilot is injured in circumstances set out in clause 43.4 and such injury causes the pilot to lose his or her pilot's licence the Company shall pay the following amounts irrespective of other LOL benefits:

Up to and including age 50	
Captains, F/Os and S/Os	
Date	Amount payable
From the first pay period after commencement of the Agreement	\$154,511
From the first pay period on or after 1 July 2020	\$159,146
From the first pay period on or after 1 July 2021	\$163,920
From the first pay period on or after 1 July 2022	\$168,838
From the first pay period on or after 1 July 2023	\$173,903
Pilots on probation and SOTs	
Date	Amount payable
From the first pay period after commencement of the Agreement	\$92,706
From the first pay period on or after 1 July 2020	\$95,487
From the first pay period on or after 1 July 2021	\$98,352
From the first pay period on or after 1 July 2022	\$101,303
From the first pay period on or after 1 July 2023	\$104,342
All pilots from age 51 up to and including age 54	
Date	Amount payable
From the first pay period after commencement of the Agreement	\$123,650
From the first pay period on or after 1 July 2020	\$127,360
From the first pay period on or after 1 July 2021	\$131,181
From the first pay period on or after 1 July 2022	\$135,116
From the first pay period on or after 1 July 2023	\$139,169

44 Internment

- 44.1 The following conditions will apply to a pilot who is posted missing or interned whilst on Company service as a result of hostile action by a foreign nation whether war is declared or not:
- 44.1.1 if interned, the pilot's pay will continue during the period of internment;
 - 44.1.2 if posted missing, the pilot's pay will continue until such time as the pilot's whereabouts are established, but not beyond two (2) years from the time the pilot is posted missing, provided that the Company will consider sympathetically continuing payment of pay or part thereof, beyond two (2) years where the pilot's dependants would otherwise be adversely affected and provided further that if the pilot is subsequently discovered to have been interned pay will continue to be paid in accordance with clause 44.1.1;
 - 44.1.3 pay will cease when death is established or legally presumed and in these circumstances the relevant provisions in clause 43, will apply.
- 44.2 Where a pilot is entitled to pay in accordance with clause 44.1 it will be paid to such person as is nominated by the pilot and failing such nomination, it will at the Company's discretion be either paid to a dependent next-of-kin selected by the Company or held by the Company on the pilot's behalf.
- 44.3 Pay for the purpose of this clause 44 will be calculated on the basis of 170 [85] credited hours per bid period.

45 Accident and Incident Investigation

45.1 **Association's right to be represented during an investigation into any accident or incident**

The Association has the right to nominate a representative to act as an observer and be present at all stages of a Company's investigation into any accident or incident.

45.2 **Association's report to form part of final report of investigating board**

The Association's representative has the right to submit a report on the investigation which will form part of the final report of the investigating board.

PART 8 – GRIEVANCE AND DISCIPLINARY PROCEDURES, DISPUTE RESOLUTION

46 General and Common Provisions

The parties agree that any dispute arising under the Agreement or in relation to the National Employment Standards will be processed in accordance with the dispute settlement procedure in clause 47. This Part also sets out the applicable grievance and disciplinary procedures.

46.1 Excluded matters

- 46.1.1 Despite anything else in this Agreement, the following matters are excluded from the grievance and disciplinary procedures in clauses 48 and 49, and if covered by the dispute settlement procedure, are not matters which can be referred to the FWC for arbitration under the dispute settlement procedure in clause 47.2:
- (a) matters relating to operational safety;
 - (b) a pilot's operating proficiency;
 - (c) Company piloting standards generally;
 - (d) negotiation of a new enterprise agreement or any existing agreement between the Company and pilots;
 - (e) negotiation or variation of any conditions or benefits regardless of whether or not they are specified in this Agreement;
 - (f) superannuation plan benefits or privileges that apply to all employees of the Company;
 - (g) relief sought in relation to unfair dismissals (including summary dismissal);
 - (h) disciplinary action (including termination of employment) taken against cadet pilots whilst on LWOP or pilots on probation.;
 - (i) the Alternate Paxing Agreement at Appendix A of Schedule 2 and the Scheduling Arrangements at Appendix B of Schedule 2;
 - (j) clauses 36.1.1(b), 36.1.4(b), 36.3.2(b), 36.3.3 and 36.3.7.
- 46.1.2 To avoid doubt, nothing in this clause 46.1 prevents a pilot from disputing and/or grieving any decision of the Company Aircrew Assessment Committee ('CAAC'), PAC and/or a Committee established pursuant to clause 17.7.3 on the grounds of lack of natural justice and/or procedural fairness.

46.2 Representation and support

- 46.2.1 Before commencement of any disciplinary procedure, a pilot must be informed of his or her rights to representation.
- 46.2.2 A pilot may be represented or supported by a person(s) of choice during any or all stages of any aircraft accident or incident investigation, dispute resolution, grievance and/or disciplinary procedure.

46.3 Board of Appeal

Note: For the purpose of this clause 46.3, 'party' means the Company and pilot(s) covered by this Agreement.

46.3.1 **Scope**

- (a) A Board of Appeal will be established to determine any appeal as referred to under clause 48.5 or 49.4 that is within the scope of these procedures and will not:
 - (i) adjudicate on matters that, in the opinion of the Board, are outside the scope of these grievance and/or disciplinary procedures; or
 - (ii) unless agreed by the parties, make general determinations of the meaning of any provisions of this Agreement.
- (b) The Board of Appeal will decide all matters concerning the procedure to be adopted in hearing the appeal.

46.3.2 **How the Board is constituted**

- (a) The Board of Appeal will consist of a Chairperson appointed from a panel of independent persons agreed between the Company and Association.
- (b) The Association and the Company reserve the right to appoint one (1) representative each to advise the Chairperson on the matter under consideration.
- (c) The Company will appoint a Company representative to act as Secretary to the Board.
- (d) Each member of the Board of Appeal who is a pilot will discharge his or her duty in good faith and in an independent manner without fear that relations with the Company or the Association or with other pilots may be affected in any way as a result of, or in connection with, hearing any appeal.

46.3.3 **Hearing and decision**

- (a) A notice of appeal in accordance with clauses 48.4 or 49.3 must:
 - (i) be in writing;
 - (ii) state the grounds of appeal;
 - (iii) be signed by the pilot personally; and
 - (iv) be forwarded to the Secretary.
- (b) The Secretary will arrange for the services of a Chairperson within seven (7) days after receiving the notice of appeal.
- (c) Unless agreed otherwise, the Board of Appeal will commence hearing the appeal as soon as possible in Sydney at a time and a place fixed by the Chairperson.
- (d) The parties at the hearing may be represented by a representative of their own choice and may call and cross-examine any witnesses they desire.
- (e) The Board of Appeal will determine the appeal and advise the appellant and the Company of the decision in writing within 14 days after completion of hearing the appeal.
- (f) The determination of the Board of Appeal will be binding on the appellant, the Company and its pilots.

46.3.4 Hearing expenses

(a) **Chairperson's expenses**

The expenses of (or charges for) the Chairperson will be borne equally by the Company and the appellant (or the Association if approved by its Committee of Management).

(b) **Board's expenses**

The Board of Appeal has authority to incur such expenses as it deems necessary for the proper determination of an appeal referred to it and those expenses will be borne equally by the Company and the appellant (or the Association if approved by its' Committee of Management).

(c) **Witnesses' and representatives' expenses**

Each party to the appeal will bear the cost of expenses (including salary) of a witness or representative called by that party who is an employee of the Company for the total period of any release from duty, in order to enable that person to participate in the hearing.

(d) **Air travel**

So far as space is available, the Chairperson, a representative of an appellant or a witness will receive free air travel on the Company's services for the purposes of attending meetings of the Board of Appeal.

47 Dispute Resolution

47.1 Scope

This clause 47 applies where any dispute arises about any matters arising under this Agreement or in relation to the National Employment Standards.

47.2 Dispute settlement procedure

Note: For the purpose of this clause 47.2, 'party' means the Company and pilot(s) covered by this Agreement.

It is important that pilots and the Company commit to resolving any disputes that may arise, however if such a dispute arises the following procedure must be followed:

47.2.1 The matter will first be discussed by the affected pilot(s) and Fleet Manager.

47.2.2 If not resolved, the matter will be discussed by the affected pilot(s) and the Chief Pilot (or delegate).

47.2.3 Should an issue remain unresolved, it may be referred by either party to the FWC to resolve through private conciliation and/or arbitration.

47.2.4 Subject to the provisions of this clause and clause 46.1, the parties to the dispute will accept the outcome of any arbitration.

47.2.5 If a dispute is referred to the FWC for resolution, the FWC can take any or all of the following actions as it considers appropriate to resolve the dispute:

- (a) convene conciliation conferences of the parties or their representatives at which the FWC is present;
- (b) require the parties or their representatives to confer among themselves at conferences at which the FWC is not present;
- (c) request, but not compel, a person to attend proceedings;

- (d) request, but not compel, a person to produce documents;
 - (e) where either party requests, conciliate or make recommendations about particular aspects of a matter about which they are unable to reach agreement; and
 - (f) subject to clause 46.1, where the matter(s) in dispute cannot be resolved (including by conciliation) and one (1) party or both request, arbitrate or otherwise determine the matter(s) in dispute.
- 47.2.6 The FWC must follow due process and allow each party a fair and adequate opportunity to present his or her case.
- 47.2.7 Any determination by the FWC under clause 47.2.5(f) must be in writing if either party so requests, and must give reasons for the determination.
- 47.2.8 Any determination made by the FWC under clause 47.2.5(f) must not require a party to act in contravention of an applicable industrial instrument or law. Where relevant, and circumstances warrant, the FWC will consider previous decisions of the FWC.
- 47.2.9 The FWC must not issue interim orders, 'status quo' orders or interim determinations.
- 47.2.10 A pilot may request to have a representative of his or her choice, which may include a representative from the Association (or a representative of a Registered Industrial Organisation of which they are a member), represent them at any stage of this dispute settlement procedure. Any such representative nominated by the pilot pursuant to this dispute resolution procedure will be allowed access to the pilot on Company premises, or such other place as may be agreed to between the Company and the pilot, so that relevant information and instructions can be obtained.
- 47.2.11 While the parties attempt to resolve a dispute pilots must continue to work as normal in accordance with this Agreement and the pilot's contract of employment unless a pilot has a reasonable concern about imminent risk to safety or health.
- 47.2.12 No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause 47.2.
- 47.2.13 Where a bona fide safety issue is involved, the Company and the appropriate safety authority must be notified concurrently or at least a bona fide attempt made to so notify the authority.

48 Grievance Procedures

48.1 Scope

- 48.1.1 Only a pilot who is actually affected (or is likely to be affected) in respect of a matter within the scope of this clause 48 will be entitled to access the grievance procedures for non-disciplinary matters. For the purpose of this clause 48, 'pilot' includes a group of pilots.
- 48.1.2 These procedures apply to any grievance (non-disciplinary matter) arising out of this Agreement, not being a dispute within the scope of clause 47 where a pilot who is affected (or is likely to be affected) considers that:
- (a) an amendment to Company manuals, flight standing orders, notices to flight staff or other relevant documents pertaining to the pilot's employment prejudicially affects the pilot's benefit, right or privilege under this Agreement; or

- (b) the Company has altered or introduced a practice that results in any benefit, right, privilege, custom or practice not provided for or referred to in this Agreement being prejudicially affected.

48.1.3 The pilot(s) may notify the Company in writing of his or her objection to the amendment, alteration or new practice and if the objection falls within the scope of these procedures, it will be deemed to be a grievance and will be dealt with in accordance with this clause 48.

48.2 Complaint investigation

48.2.1 A pilot may grieve the Company's action either verbally, or if requested in writing, to his or her Fleet Manager setting out the grounds upon which the complaint is based.

48.2.2 Complaints must be advised within 60 days of the effect of the Company's action having come to the party's notice.

48.2.3 During the period that the objection is under review, the pilot will comply with the disputed amendment, alteration or new practice unless he or she genuinely believes that such compliance would be contrary to the provisions of any statute, order or regulation or would endanger the safety of persons or property.

48.3 Decision

The Fleet Manager will advise the pilot of his or her decision and reasons in writing either:

48.3.1 within 30 days of receiving the complaint if no further discussion is required; or

48.3.2 within a further 14 days following such discussions.

48.4 Appeal

48.4.1 The pilot may appeal the decision in writing to the Chief Pilot within 30 days of receiving the written decision stating the grounds for appeal.

48.4.2 The Chief Pilot (or designate) will commence hearing the appeal within 30 days.

48.4.3 At the hearing of the appeal each party may call witnesses to give evidence and cross-examine the other party's witnesses.

48.4.4 Within 14 days after the completion of the hearing, the pilot will be given written notice of the decision on the appeal specifying the reasons for the decision.

48.4.5 Any decision made by the Company to which these procedures apply which is not appealed by a pilot within the time-frame prescribed for an appeal will become final and binding except that an appeal out of time will be accepted where it can be shown that special circumstances exist or new evidence is available.

48.5 Adjudication

If the pilot is not satisfied with the Company's decision he or she may within seven (7) days of receiving the decision in writing appeal the matter to a Board of Appeal.

48.6 Precedent

A determination that decides the rights and obligations in any respect of an individual pilot will also determine the rights and obligations of all other pilots in identical circumstances.

49 Disciplinary Procedures

49.1 Complaint investigation

49.1.1 The Company may make all preliminary inquiries it considers necessary relating to any situation or incident in which a pilot may be involved.

- 49.1.2 The Company may require the pilot's written response about the situation or incident in which case, the pilot will be given a reasonable time in which to seek advice and assistance in relation to providing a response.
- 49.1.3 When an allegation is being investigated, the pilot (and the Association, if he or she has requested assistance) will be given an opportunity to review all relevant information (including reports, records of interview and statements) and make notes before being required to attend an interview and/or provide a written response. Unless the Company has grounds (having regard to any sensitivity attaching to the information) to refuse a request to provide a copy of any relevant information to the pilot, copies of the relevant information will be provided to the pilot (and the Association, where the matter has been referred to it for advice or assistance).
- 49.1.4 Pending completion of its inquiries and any appeal in accordance with clause 49.3, the pilot may be withheld from service but in that event:
- (a) the pilot will continue to receive pay and be subject to the provisions of this Agreement; and
 - (b) the Company will give written notice and reasons if the pilot is withheld from service.
- 49.1.5 The Company may conduct any investigations it considers necessary in order to decide whether any disciplinary action affecting the pilot should be taken.

49.2 Decision

49.2.1 Time-frame

If after completing its investigations the Company decides that disciplinary action should be taken, the Company will provide the pilot with a written copy of its findings and decisions within seven (7) days specifying any proposed disciplinary action.

49.2.2 No case to answer

Where the Company's investigation concludes that a pilot has no case to answer, this must be recorded in clear and unequivocal terms and placed on the pilot's personal file if requested or if any record of complaint or allegation is placed on the pilot's personal file.

49.2.3 Pilot exonerated

If a pilot is exonerated following hearing or appeal of a disciplinary matter:

- (a) the pilot will, if he or she has been suspended or withheld from service, be reinstated without loss of seniority and will be paid the amount the pilot would have ordinarily earned had he or she continued in service during the period of being suspended or withheld from service; and
- (b) no reference to the matter will be placed on the pilot's personal file.

49.2.4 Demotion

If, as a result of any hearing or appeal, a pilot is retained in employment and a penalty of demotion is confirmed, the demotion will be effective from the date from which he or she was advised such action was proposed.

49.2.5 Effective date for implementation of decision

If a decision against a pilot is not appealed, or if an appeal of the decision is not upheld or varied, any proposed disciplinary action will be effective from the originally-proposed date.

49.3 Appeal

49.3.1 Time-frame

- (a) Only the pilot who is affected may appeal the decision to the Chief Pilot within seven (7) days of receiving the written decision stating the grounds for appeal.
- (b) The Chief Pilot (or delegate) will commence hearing the appeal within 14 days.
- (c) At the hearing of the appeal each party may call witnesses to give evidence and cross-examine the other party's witnesses.
- (d) Within seven (7) days after the completion of the hearing, the pilot will be given written notice of the decision on the appeal specifying the reasons for the decision.

49.3.2 No disciplinary action pending appeal decision

Where an appeal is filed no disciplinary action will be taken against the pilot until the appeal is concluded except where the pilot is summarily dismissed in accordance with clause 15.7.2.

49.3.3 Failure to appeal within prescribed time frame

Any decision made by the Company to which these procedures apply which is not appealed by a pilot within the time-frame prescribed for an appeal will become final and binding except that an appeal out of time will be accepted where it can be shown that special circumstances exist or new evidence is available.

49.4 Adjudication

If the pilot is not satisfied with the Company's decision he or she may within seven (7) days of receiving the decision in writing appeal the matter to a Board of Appeal provided that, if the Company's decision is to dismiss the pilot, the pilot may exercise his or her rights under the Act and will not have access to the Board of Appeal.

49.5 Records of interview

A copy of any record of interview prepared by the Company will be provided to the pilot (and the Association if the pilot has referred the matter to the Association for assistance).

49.6 Personal file

- 49.6.1 If the Company intends to place the complaint on the pilot's personal file, the Company must provide a copy of the complaint and all relevant material relating to the complaint to the pilot.
- 49.6.2 The pilot must be given an opportunity to respond to the complaint which will be kept with and read in conjunction with the complaint.
- 49.6.3 A pilot (and Association representative with the written consent of the pilot) may inspect a pilot's employment record, personal and/or training files during normal office hours.

PART A - PERSONAL LEAVE EXAMPLES

PART B – DAILY TRAVEL EXAMPLES

PART C - RETURN FROM LWOP FLOWCHART

PART A – PERSONAL LEAVE EXAMPLES

Practical examples of personal leave

The following examples demonstrate from a practical point of view how the personal leave system works.

All patterns are MDC.

Divisor is 170, so the personal leave credit per day is 3:02.

Debit is based on divisor divided by 56 [28] to offset the pattern value plus any existing pattern protection or ATA.

EXAMPLE 1

ROSTER	P	P	X	X	X	A
SICK LEAVE	S	S	S	S	S	
Certificated	5:30	5:30				
Non-certificated	3:02	3:02	3:02	1:54		

Certificated

Pattern value: 11:00
 Personal leave credit: 11:00
 Pattern protection: 0:00
 Debit (11:00/3:02) 3.6 days

Non-certificate

Pattern value: 11:00
 Personal leave credit: 11:00
 Pattern protection: 0:00
 Debit (11:00/3:02) 3.6 days

EXAMPLE 2

ROSTER	P	P	P	P	X	X
SICK LEAVE	S	S	S	S	S	
Certificated	5:30	5:30	5:30	5:30		
Non-certificated	3:02	3:02	3:02	3:02	3:02	

Certificated

Pattern value: 22:00
 Personal leave credit: 22:00
 Pattern protection: 0:00
 Debit 5 days
 (22:00/3:02 = 7.25 days)

However, maximum of 5 days debited as pilot reported fit on day 5.

Non-certificated

Pattern value: 22:00
Personal leave credit: 15:10
Pattern protection: 6:50
Debit: 5 days

(22:00/3:02 =7.25 days)

However, maximum of 5 days debited as pilot reported fit on day 5.

EXAMPLE 3

ROSTER	P1	P1	X	P2	P2	P2
SICK LEAVE	S	S	S	S	S	A
Certificated	5:30	5:30	3:02	5:30	5:30	
Non-certificated	3:02	3:02	3:02	3:02	3:02	

Certificated

Pattern value (P1 11:00 +P2 16:30) = 27:30

Personal leave credit: 25:02
Pattern protection: 2:28
Debit: 5 days

(27:30/3:02=9:07 days)

However, maximum of 5 days debited as pilot reported fit on day 5.

Non-certificated

Pattern value (P1 11:00 + P2 16:30) = 27:30

Personal leave credit: 15:10
Pattern protection: 12:20
EBA9 Debit: 5 days

(27:30/3:02 =9:07 days)

However maximum of 5 days debited as pilot reported fit on day 5

PART B – DAILY TRAVEL ALLOWANCE (DTA) EXAMPLES

Practical examples of Daily Travel Allowance (DTA) calculations

Note: examples reference Taxation Determination TD 2019/11

Example 1: DTA for a pattern containing only domestic slips

Determining DTA rate

To determine the DTA rate refer to "Table 3: Employee's annual salary - \$221,551 and above." The DTA rate is the sum of the 'Food and drink' and 'Incidentals' amount.

$$\begin{aligned} \text{DTA rate} = & \quad \$158.80 \text{ (sum of breakfast, lunch and dinner)} \\ & + \quad \$ 28.70 \text{ (incidentals)} \\ & \quad \quad \$187.50 \text{ (DTA rate)} \end{aligned}$$

\$187.50 divided by 24 hours per day = \$7.81 per hour

Table 3 ATO reasonable meal allowance expense daily rate

Place	Accomm. (\$)	Food and drink (\$) breakfast 36.10 lunch 51.15 dinner 71.55	Incidentals (\$)	Daily total (\$)
Adelaide	209	as above	28.70	396.50
Brisbane	257	as above	28.70	444.50
Canberra	246	as above	28.70	433.50
Darwin	293	as above	28.70	480.50
Hobart	196	as above	28.70	383.50
Melbourne	265	as above	28.70	452.50
Perth	265	as above	28.70	452.50
Sydney	265	as above	28.70	452.50
All country centres	\$195, or the relevant amount in Table 4 if higher	as above	28.70	variable

Pattern Example – 4 day Domestic Only Pattern

Sector Details															
Service	T	Pax	Sectors	Report Time	Departure			Arrival			Free Of Duty	Flight Time		Duty Period	ADP Credit
					Day	LST	UTC	Day	LST	UTC		Total	Night		
QFA0400			MEL/SYD	0500	FR	0600	1900	FR	0725	2025	1:00	1:25	1:30		
QFA0575			SYD/PER		FR	0825	2125	FR	1020	0220	17:40	4:55	0:35	8:50	
QFA0574			PER/SYD	0430	SA	0530	2130	SA	1240	0140	18:15	4:10	2:30	5:40	
QFA0575			SYD/PER	0725	SU	0825	2125	SU	1020	0220	17:40	4:55	0:35	6:25	
QFA0480			PER/MEL	0430	MO	0530	2130	MO	1205	0105		3:35	2:30	5:05	
Elapsed Time: 79:35					ETAC: 0:00					Totals:		19:00	7:40	26:00	0:00
Days Away: 4			Minimum Pattern Credit: 22:00					Applicable Credit: 22:00							

	Duty Period	Free of Duty	Cost Group	Rate	Total
DTA-A: Duty Day 1	8:50		DOM	\$7.81	\$68.96
DTA-B: Slip Night 1		17:40	DOM	\$7.81	\$138.00
DTA-A: Duty Day 2	5:40		DOM	\$7.81	\$44.28
DTA-B: Slip Night 2		18:15	DOM	\$7.81	\$142.53
DTA-A: Duty Day 3	6:25		DOM	\$7.81	\$50.14
DTB-B: Slip Night 3		17:40	DOM	\$7.81	\$138.00
DTA-A: Duty Day 4	5:05		DOM	\$7.81	\$39.67
Total		79:35			\$621.58

Example 2: DTA for patterns with only overseas slips

Determining DTA rate

To determine the DTA rate for a particular duty or port, first identify the Cost Group that the Country of the Port is classified into (Table 9), then take the sum of the 'Meals' and 'Incidentals' amount under the highest Salary band from Table 8 and divide by 24.

For example, Tokyo (Haneda) in Japan is classified as Cost Group 5, and the Meals for Cost Group 5 are \$295 per day and the incidentals are \$60 (Total \$355). Hourly DTA rate for Tokyo (Haneda) is as follows:

DTA Rate for HND: $\$355 / 24 \text{ hours per day} = \14.79 per hour

Table 9: Classification of Country Cost Group

Table 9: Table of countries							
Country	Cost Group	Country	Cost Group	Country	Cost Group	Country	Cost Group
Albania	2	Ecuador	4	Laos	3	Rwanda	3
Algeria	3	Egypt	3	Latvia	4	Saint Lucia	5
Angola	4	El Salvador	3	Lebanon	5	Saint Vincent	4
Antigua and Barbuda	6	Eritrea	4	Lithuania	3	Samoa	4
Argentina	2	Estonia	4	Luxembourg	5	Saudi Arabia	4
Armenia	3	Ethiopia	3	Macau	5	Senegal	4
Austria	5	Fiji	3	Malawi	3	Serbia	3
Azerbaijan	3	Finland	6	Malaysia	3	Sierra Leone	3
Bahamas	6	France	5	Mali	3	Singapore	6
Bahrain	5	French Polynesia	6	Malta	4	Slovakia	4
Bangladesh	4	Gabon	6	Mauritius	4	Slovenia	3
Barbados	6	Gambia	2	Mexico	3	Solomon Islands	4
Belarus	2	Georgia	2	Monaco	6	South Africa	2
Belgium	5	Germany	5	Morocco	4	Spain	5
Bermuda	6	Ghana	4	Mozambique	3	Sri Lanka	3
Bolivia	3	Gibraltar	4	Myanmar	3	Sudan	2
Bosnia	2	Greece	4	Namibia	2	Surinam	2
Brazil	3	Guatemala	4	Nepal	3	Sweden	5
Brunei	3	Guyana	4	Netherlands	5	Switzerland	6
Bulgaria	3	Hong Kong	5	New Caledonia	5	Taiwan	4
Burkina Faso	3	Hungary	3	New Zealand	4	Tanzania	3
Cambodia	1	Iceland	6	Nicaragua	3	Thailand	4
Cameroon	4	India	3	Nigeria	5	Tonga	3
Canada	4	Indonesia	3	North Macedonia	2	Trinidad and Tobago	6
Chile	3	Iran	1	Norway	6	Tunisia	2
China	5	Iraq	5	Oman	6	Turkey	3
Colombia	3	Ireland	5	Pakistan	2	Uganda	3
Congo Democratic Republic	5	Israel	6	Panama	4	Ukraine	3
Cook Islands	4	Italy	5	Papua New Guinea	4	United Arab Emirates	6
Costa Rica	3	Jamaica	4	Paraguay	2	United Kingdom	5
Cote D'Ivoire	4	Japan	5	Peru	4	United States of America	5
Croatia	3	Jordan	6	Philippines	3	Uruguay	3
Cuba	3	Kazakhstan	2	Poland	3	Vanuatu	4
Cyprus	4	Kenya	4	Portugal	4	Vietnam	3
Czech Republic	3	Korea	6	Puerto Rico	5	Zambia	3
Denmark	6	Kosovo	2	Qatar	6		
Dominican Republic	4	Kuwait	5	Romania	3		
East Timor	4	Kyrgyzstan	2	Russia	5		

Table 8: Overseas meal allowance rate for Countries by Cost Group

Table 8: Employee's annual salary – \$221,551 and above			
Cost Group	Meals	Incidentals	Total
1	\$95	\$30	\$125
2	\$140	\$40	\$180
3	\$185	\$45	\$230
4	\$235	\$50	\$285
5	\$295	\$60	\$355
6	\$340	\$60	\$400

Pattern Example (a) - Overseas Only - Single port

Sector Details															
Service	T	Pax	Sectors	Report Time	Departure			Arrival			Free Of Duty	Flight Time		Duty Period	ADP Credit
					Day	LST	UTC	Day	LST	UTC		Total	Night		
QFA0025			SYD/HND	2035	TH	2135	1035	FR	0500	2000	39:30	9:25	9:25	10:55	
QFA0026			HND/SYD	2100	SA	2200	1300	SU	0935	2235		9:35	9:35	11:05	
Elapsed Time: 61:30					ETAC: 0:00					Totals: 19:00 19:00 22:00 0:00					
Days Away: 4					Minimum Pattern Credit: 22:00					Applicable Credit: 25:20					

DTA units for this pattern

	Duty Period	Free of Duty	Cost Group	Rate	Total
DTA-A: duty SYD/HND	10:55	-	5	\$14.79	\$161.51
DTA-B: slip HND	-	39:30	5	\$14.79	\$584.21
DTA-A: duty HND/SYD	11:05	-	5	\$14.79	\$163.87
Total					\$909.59

Pattern Example (b) – Overseas Only - variable cost groups

Sector Details															
Service	T	Pax	Sectors	Report Time	Departure			Arrival			Free Of Duty	Flight Time		Duty Period	ADP Credit
					Day	LST	UTC	Day	LST	UTC		Total	Night		
QFA0001			SYD/SIN	1600	TH	1700	0600	TH	2205	1405	24:20	8:05	4:05	9:35	
QFA0001			SIN/LHR	2255	FR	2355	1555	SA	0615	0615	60:50	14:20	8:05	15:50	4:45
QFA0002			LHR/SIN	1935	MO	2035	2035	TU	1745	0945	48:00	13:10	11:25	14:40	3:00
QFA0002			SIN/SYD	1815	TH	1915	1115	FR	0610	1910		7:55	7:10	9:25	
Elapsed Time: 182:40					ETAC: 0:00					Totals: 43:30 30:45 49:30 7:45					
Days Away: 9					Minimum Pattern Credit: 49:30					Applicable Credit: 54:10					

DTA units for this pattern

	Duty Period	Free of Duty	Cost Group	Rate	Total
DTA-A: duty SYD-SIN	9:35	-	6	\$16.67	\$159.70
DTA-B: slip SIN	-	24:20	6	\$16.67	\$405.58
DTA-A: duty SIN-LHR	15:50	-	6	\$16.67	\$263.88
DTA-B: slip LHR	-	60:50	5	\$14.79	\$899.68
DTA-A: duty LHR-SIN	14:40	-	5	\$14.79	\$216.97
DTA-B: slip SIN	-	48:00	6	\$16.67	\$800.16
DTA-A: duty SIN-SYD	9:55	-	6	\$16.67	\$165.37
					\$2911.34

Note: A duty that is between two international slip ports will have the departure port cost group applied. In this example, the SIN-LHR duty applies the SIN cost group 6 rate. The LHR-SIN duty applies the UK cost group 5 rate.

Example 3 (a): Combination of Domestic and Overseas slips

Refer to Examples 1 and 2 for determining DTA rate

Pattern Example- Mixed Domestic and Overseas Ports

Sector Details															
Service	T	Pax	Sectors	Report Time	Departure			Arrival			Free Of Duty	Flight Time		Duty Period	ADP Credit
					Day	LST	UTC	Day	LST	UTC		Total	Night		
QFA0400			MEL/SYD	0500	TU	0600	1900	TU	0725	2025	1:00	1:25	1:30		
QFA0575			SYD/PER		TU	0825	2125	TU	1020	0220	24:30	4:55	0:35	8:50	
QFA0071			PER/SIN	1120	WE	1220	0420	WE	1745	0945	24:00	5:25		6:55	
QFA0072			SIN/PER	1815	TH	1915	1115	FR	0030	1630	14:55	5:15	4:30	6:45	
QFA0776			PER/MEL	1555	FR	1655	0855	FR	2330	1230		3:35	0:30	5:05	
Elapsed Time: 90:59				ETAC: 0:00				Totals:				20:35	7:05	27:35	0:00
Days Away: 4				Minimum Pattern Credit: 22:00				Applicable Credit: 23:07							

	Duty Period	Free of Duty	Cost Group	Rate	Total
DTA-A: duty MEL/SYD/PER	8:50	-	DOM	\$7.81	\$68.96
DTA-B: slip PER	-	24:30	DOM	\$7.81	\$191.35
DTA-A: duty PER/SIN	6:55	-	6	\$16.67	\$115.36
DTA-B: slip SIN	-	24:00	6	\$16.67	\$400.08
DTA-A: duty SIN/PER	6:45	-	6	\$16.67	\$112.52
DTA-B: slip PER	-	14:55	DOM	\$7.81	\$116.53
DTA-A: duty PER/MEL	5:05	-	DOM	\$7.81	\$39.67
Total					\$1044.47

Example 3 (b): Combination of Domestic and Overseas Slips

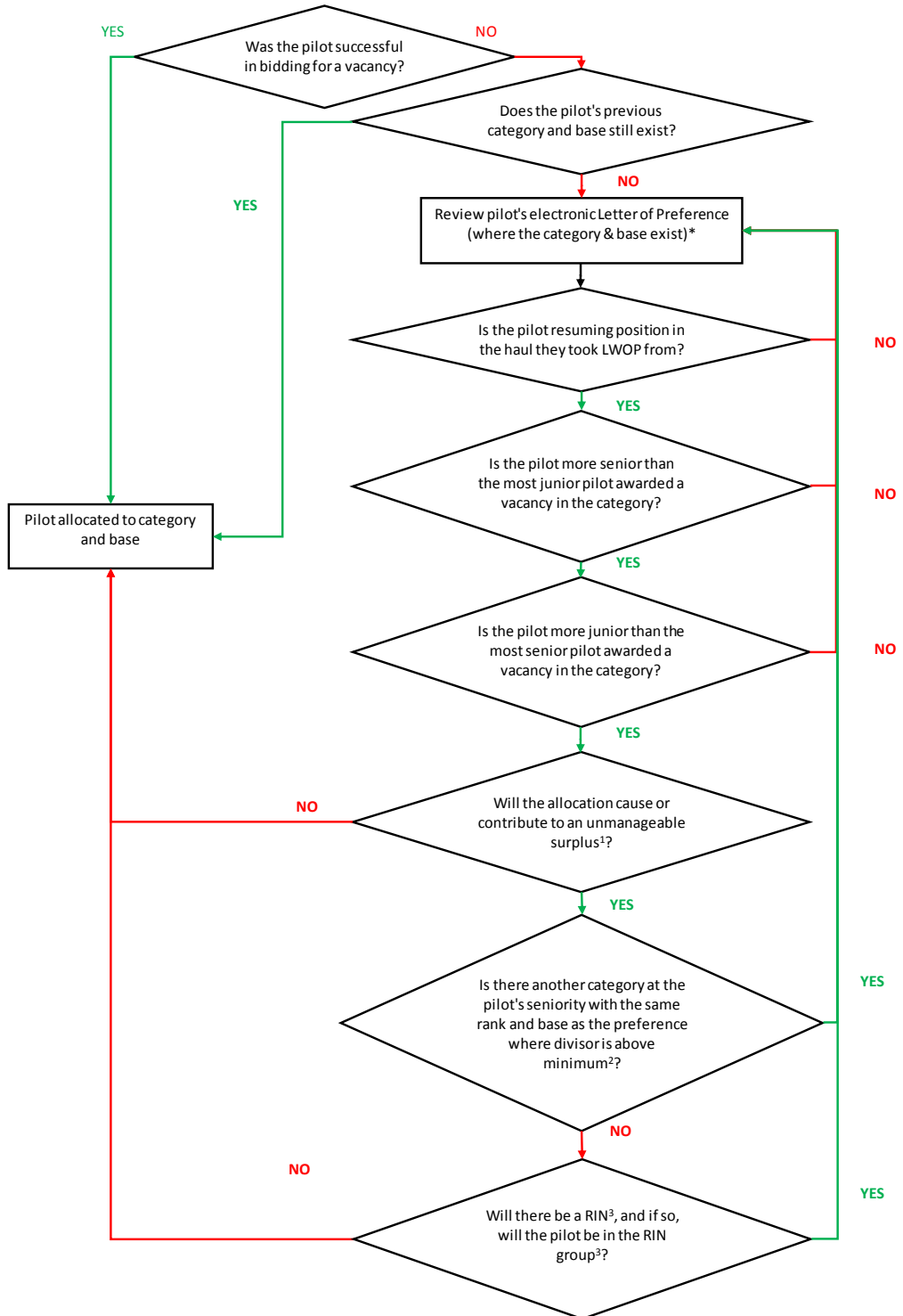
Refer to Examples 1 and 2 for determining DTA rate

Pattern Example- Mixed Domestic and Overseas Ports

Sector Details																							
Service	T	Pax	Sectors	Report Time	Departure			Arrival			Free Of Duty	Flight Time		Duty Period	ADP Credit								
					Day	LST	UTC	Day	LST	UTC		Total	Night										
QFA0097			BNE/HKG	0835	MO	0935	2335	MO	1630	0830	48:20	8:55		10:25									
QFA0128			HKG/SYD	1720	WE	1820	1020	TH	0640	1940	25:25	9:20	7:50	10:50									
QFA0127			SYD/HKG	0835	FR	0935	2235	FR	1550	0750	25:00	9:15		10:45									
QFA0128			HKG/SYD	1720	SA	1820	1020	SU	0640	1940	2:25	9:20	7:50										
QFA0512	PAX		SYD/BNE		SU	0905	2205	SU	0935	2335		(1:30)		14:45									
Elapsed Time: 145:30				ETAC: 0:00				MPC: 38:30				MDC: 0:00				Applicable Credit: 42:46				Totals: 36:50 15:40 46:45 0:00			

	Duty Period	Free of Duty	Cost Group	Rate	Total
DTA-A: duty BNE/HKG	10:25	-	5	\$14.79	\$154.11
DTA-B: slip HKG	-	48:20	5	\$14.79	\$714.80
DTA-A: duty HKG/SYD	10:50	-	5	\$14.79	\$160.18
DTA-B: slip SYD	-	25:25	DOM	\$7.81	\$198.53
DTA-A: duty SYD/HKG	10:45	-	5	\$14.79	\$158.99
DTA-B: slip HKG	-	25:00	5	\$14.79	\$369.75
DTA-A: duty HKG/SYD/BNE	14:45	-	5	\$14.79	\$218.15
Total					\$1974.51

PART C – RETURN FROM LWOP FLOWCHART



Notes:

1. Unmanageable surplus: within the seven bid periods after proposed return date from LWOP there is a forecast surplus in the category (fleet and rank only) at minimum divisor and leave will be assigned. There will not be enough assignable leave to sustain the surplus.
2. Divisor above minimum: within the seven bid periods after proposed return date from LWOP the average divisor for the category (fleet and rank only) is forecast to be above minimum.
3. RIN / RIN group: within the seven bid periods after proposed return date from LWOP there is a planned or anticipated RIN, and the pilot's seniority is within the range of the junior group expected to be reduced off the category.

*Steps to follow when all bids have been considered and the pilot still not allocated to a category and base.
Identify other categories commensurate with seniority.

	Category	Category I	Category z
Can the pilot be returned to the base they took LWOP from?	YES or NO	YES or NO	YES or NO
Can the pilot be returned to the rank they took LWOP from?	YES or NO	YES or NO	YES or NO
Can the pilot be allocated without causing an unmanageable surplus?	YES or NO	YES or NO	YES or NO
Is the divisor above minimum?	YES or NO	YES or NO	YES or NO
TOTAL YES			

The category and base with the highest YES total will be the allocated category and base.
Where there is a tie then the pilot will be offered a choice between the tied options.

Rostering Manual

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CHAPTER 1: INTRODUCTION

RM1 Title

This is Schedule 2 of the Agreement and is referred to as the 'Rostering Manual'.

RM2 Scheduling Policies

RM2.1 Intent and purpose of scheduling policies

- RM2.1.1 It is the intent and purpose of this section to provide for pilot participation in the development of pilot scheduling policies and procedures which will promote the most efficient and economical operation of flights for the Company and favourable working conditions for pilots. Representatives from the Company's flight operations branch and Company employed pilot representatives will consult with regard to the above, the Company retaining the right to determine the geographic location of pilot bases, postings and localised lines, the assignment of flying to bases, postings and localised lines and the grouping of flights into patterns for the purpose of scheduling pilots consistent with the intent of RM2.1.
- RM2.1.2 The Company may, in agreement with the Association, recommence a bid period for a category or categories. The Association will not unreasonably withhold its agreement to recommence a bid period.
- RM2.1.3 A bid period will only be recommenced where a significant event has occurred that is likely to have a significant impact on pattern line stability and if the recommencement occurs on or before day 29 [15] of the bid period. Examples of such events are natural disasters such as a volcanic eruption, a major weather event, a major political event or significant technical issues with a fleet.
- RM2.1.4 The recommended bid period will be based on available pilot standing bids unless sufficient time exists for a rebid process to occur.
- RM2.1.5 Recommencing a bid period may include resetting the divisor for the recommended period.

RM2.2 Scheduling Committee

A Scheduling Committee will be established and elements of it will meet before each bid period commences and when requested by either party for the purpose of:

- (a) developing and maintaining the most efficient methods of scheduling pilots;
- (b) examining the allocation of flying and the bid lines generated for the ensuing bid period;
- (c) coordinating scheduling procedures among bases, postings and localised lines including the methods of promulgating bidding and allocation information;
- (d) consulting with regard to the grouping of flights into patterns;
- (e) considering any other matters relating to the scheduling of pilots;
- (f) analyse the previous bid period to identify and track problems with establishment;

- (g) manage and monitor optimum reserve coverage in relation to the planning divisor;
- (h) procedures to be adopted in the event of significant changes to planned flying after the normal time for confirmation of known flying; and
- (i) consulting on the appropriate mix of two (2), three (3) and four (4) pilot flying to be performed by pilots in the A330/A350 SFF categories.

RM2.3 **All pertinent information to be provided to the Scheduling Committee**

RM2.3.1 The Company will provide the Scheduling Committee with:

- (a) all pertinent information including the proposed sector times for all sectors that are planned to be flown in the ensuing bid period and will, if requested, demonstrate that the proposed sector times have been met on at least 65 percent of previous comparable occasions. If the proposed sector times do not meet this requirement, they will be adjusted to comply prior to the issue of bidding information. On any planned new sector, the proposed sector times will be calculated using all available data (Note: RM2.3.1(a) is to be read in conjunction with RM29.4 dealing with Flight Hour Credits); and
- (b) details of flying carried out by supervisory pilots during the previous bid period to enable a review of the quota of flying under clause 25.

RM2.3.2 The Company will consult with the Association regarding patterns identified for pre-allocation in accordance with RM16.1 and will make available pairing information at the consultative stage.

RM2.3.3 The Company shall make all proposed patterns available to the Scheduling Committee prior to being published for bidding and will consult with the Scheduling Committee regarding any concerns in RM25 or the rest periods in RM20.2. Where it is agreed that patterns require amendment the amended patterns and the reasons for the amendments will be promulgated to all pilots and have effect for those patterns only.

RM2.4 **Changes to the bid line construction rules**

RM2.4.1 In addition to meetings before each bid period, the Scheduling Committee will meet when requested by either party to consider any changes to the bid line construction rules.

RM2.4.2 Notwithstanding RM2.4.1, the Company may make temporary changes to the administration of the bid line construction rules pending agreement between the Company's representatives and the Association's representatives comprising the Scheduling Committee, subject to the following:

- (a) if the parties cannot agree on changes or proposed changes promptly, either party may refer the matter to a neutral party appointed by agreement between the Company and the Association and the neutral party's decision will be final and binding upon the parties;
- (b) if the parties cannot agree upon the appointment of a neutral party, the matter will be referred to a Board of Appeal whose decision will be final and binding upon the parties; and
- (c) until the matter is resolved the Company may continue the temporary changes instituted by it under RM2.4.2.

RM2.5 **Positional Sequence Number (PSN)**

RM2.5.1 **How the PSN works**

Pilots will be divided into 8 groups of approximately equal size. In each bid period the top group on the PSN for the previous bid period will rotate to the bottom of the PSN for the next bid period (and all other groups will move 'up' by one) ('the PSN system').

RM2.5.2 **PSN Groups**

Initially groups are cast by placing the most senior pilot at the top of group 1, the second most senior at the top of group 2 and so on until the top position is filled in all 8 groups. The next most senior takes second position in group 1 and so on until all pilots are in a group.

When a pilot is *cleared to the line* in a category that uses PSN, the pilot will be placed in the group with the fewest pilots. Where more than one group meets this definition, the pilot will be placed in the lower group at the time of the placement. The pilot's position within the group will be by reference to the seniority list.

If agreed between the Company and the Association, the groups may be re-cast using the same process as above.

RM2.5.3 **Shared Blank lines**

A pilot who is in the top 2 groups will not be assigned a blank line unless there is no other pilot available to be assigned a blank line.

The Company will follow the steps in RM16.8.1 to required availability minus five (5) before assigning a blank line to a pilot in the top two (2) groups of the PSN.

RM2.5.4 All categories on the B787, A350 and A330/A350 SFF aircraft will use the PSN System.

RM2.5.5 **Application of the PSN**

For categories that use the PSN and for purposes of the Rostering Manual only (except RM73.5), seniority order (or 'order of seniority') in relation to an offer, award or assignment in any given bid period means:

- (a) for an offer or award, from top to bottom of the PSN;
- (b) for an assignment, from bottom to top of the PSN ('reverse PSN'); and
- (c) for all A330/A350 SFF categories the 'order of seniority' may be interleaved with the A330 master seniority list.

CHAPTER 2: CONSTRUCTING PATTERNS AND PATTERN LINES

RM3 Pattern Construction

RM3.1 Transits for international trips longer than six (6) days

On a planned basis, international trips longer than six (6) days will not transit a pilot's base, posting or localised line as applicable on any day other than the first and last day of the pattern.

RM3.2 No disruption to international patterns

RM3.2.1 The Company will give directions that patterns incorporating International flying have flying built on the front end in a way that in reasonably foreseeable circumstances will not unnecessarily put at risk the pilot's ability to fly the international portion of the pattern.

RM3.2.2 When constructing patterns for the B767 fleet or for any fleet on 28 day bid periods that contain International flying that requires sectors of Domestic flying, the Company will also, whenever possible, build them to a maximum of two (2) Domestic flying sectors outbound/inbound. The Company acknowledges that the construction of multiple domestic sectors needs to satisfy a 'reasonableness test' both in respect of the tour of duty and appropriate slip time associated with the operation of the international sector. The outbound/inbound sectors will allow for the pilot to take an alternative flight in the event of a disruption.

RM3.3 Rules applying for pattern repair

The same pattern construction rules used to create patterns as agreed between the Company and Association during the consultative process will be used to repair patterns.

RM3.4 Rules applying to pattern construction and 28 day bid period pattern reconstruction

Patterns for fleets that operate to a 28 day bid period consisting only of Domestic flying, can be reworked in any way, provided that the calendar day window is adhered to for each pilot. The duration and destination of patterns can be changed at any time. Offers by the Company can be made if a pattern is built outside the originally planned calendar day window. A hotel room will be provided for slips of less than 12 hours in base or posting.

RM3.5 Rules applying to pattern construction and reconstruction on a 56 day bid period

Subject to RM71.3.2, patterns for fleets that operate to a 56 day bid period can be reworked in any way. The duration and destination of patterns can be changed at any time. A hotel room will be provided for slips of less than twelve (12) hours in base or posting.

RM4 Pattern Line Construction

RM4.1 Pattern lines to include all known flying

All known flying will be included in pattern lines prepared by the Company. Computer programs (agreed between the parties) will group patterns of flying into pattern lines and allocate patterns in accordance with Aviation Regulatory Authority requirements, the provisions of the Agreement and a pilot's expressed preferences. The computer programs will be identified to the Association and will not be amended in any way without its approval. The Company will, on request, make available to the Association the specifications and such program information as is possible, subject to any copyright or other similar limitation which may be imposed on the Company.

RM4.2 Determining the number of pattern lines to be constructed for each category at a base or posting

RM4.2.1 Dividing total credited hours by the divisor

Subject to the allocation of flying to supervisory pilots in accordance with clause 25.1.3 and RM16.1 and the allocation of flying for Association members under the provisions of clauses 24.2.1, 24.2.2 and 24.3.4, the number of pattern lines to be constructed for each category at a base or posting is determined by dividing the total active credited hours by the bid period divisor as defined.

With respect to the A380 and B747 fleets, the Company may (after consultation with the Association) increase the divisor affecting each category (i.e. Captain, F/O, S/O) at a base or posting up to 185 on two (2) occasions each calendar year.

With respect to the B787 fleet, the Company may (after consultation with the Association) increase the divisor affecting each category (i.e. Captain, F/O, S/O) at a base or posting up to 180 on two (2) occasions each calendar year.

Any increase to the divisor above 175 on the A380 or B747, and above 170 on any other aircraft type for any category at a base or posting in any particular bid period, will result in a commensurate increase in MGH for the respective category in that bid period.

RM4.2.2 Reducing the number of pattern lines to improve quality

The number of pattern lines to be constructed by the bid line allocation process may be reduced below the value specified in RM4.2.1 where the reduction would improve the quality of pattern lines for the majority of affected pilots or where the Scheduling Committee agrees.

RM4.2.3 Constructing additional lines from remaining known flying

Where sufficient known flying remains after the bid line allocation process that would allow the construction of additional pattern lines containing at least 120 credited hours, lines will be manually constructed which may infringe minimum pattern gap but not MBTT. A pilot who is allocated an additional manually built pattern line is referred to as a low PLH.

RM4.3 Short PLHs

A short PLH:

RM4.3.1 is pay protected to MGH or the bottom of the standard window, whichever is greater, and assignable time available to MGH but can elect at any time to cease being assignable time available once he or she has achieved 132 credited hours in which case pay will be accrued credited

hours in lieu of MGH and the pilot will then have Priority 6 status for any allocation of open time flying; and

RM4.3.2 is pattern protected, offsettable under RM43.9.4(n), to the lower limit of the standard window or MGH, whichever is the greater, and has Priority 2B status for open time. A short PLH may, at any time, elect to drop pattern protection and then has Priority 6 status for any allocation of open time.

RM4.4 Low PLHs (i.e. a PLH having a hand built line of at least 120 credited hours)

A low PLH:

RM4.4.1 is pay protected and assignable time available to MGH but can elect at any time to drop being assignable time available once he or she has achieved 132 credited hours in which case pay will be accrued credited hours in lieu of MGH and the pilot will then have Priority 6 status for any allocation of open time flying; and

RM4.4.2 has Priority 1 status for open time up to the lower limit of the standard window or MGH, whichever is the greater.

RM4.5 Contained lines

RM4.5.1 The Company may allocate a contained line to up to 75% of projected blank line holders for the subsequent bid period. The order of allocation will be in the longest since order, that is, the longest time since completing a blank line will be contained first, then in reverse order of seniority. If required by the Company, pilots who have a reasonable expectation of being a BLH in the next bid period will have their pattern lines constructed in such a way as to provide that up to 50 percent of the total anticipated blank line establishment may be available for duty on the first day of that next bid period.

RM4.5.2 Pilots allocated contained lines will be notified that they are so affected. and may bid in order of seniority to have a contained line. If insufficient crew in each category bid, contained lines will be allocated in reverse order of seniority.

RM4.5.3 A pilot allocated a contained line will be pattern protected to the lower limit of the standard window. If the line value is less than the lower limit of the standard window, the pilot will be deemed to be a short PLH. Any outstanding balance of pattern protected hours which is not offset at the end of the bid period can be pre-allocated at the beginning of the pilot's next pattern line.

RM4.6 Midnight cut-off

For the purposes of line building, a midnight cut-off rule applies to achieve the following:

RM4.6.1 Apportioning credits

Credits for each portion of a pattern that spans two (2) bid periods will be apportioned by dividing the credited hours for the pattern by the total number of roster calendar days of the pattern.

RM4.6.2 Pattern protection

Where a pilot becomes pattern protected under Chapter 8:

(a) For a pattern that overlaps two (2) bid periods, the Company will have the opportunity of two (2), or in the case of personal

leave three (3), offsets for each pattern protected occasion. Offsets can be made in accordance with RM43.6.1 in either the first or second bid period. The duration of a pilot's pattern protected obligation will be determined under Chapter 8.

- (b) The pattern protection in the first bid period will be governed by the pattern protection value of the whole pattern.
- (c) If the pattern protection is not totally offset in the first bid period then the pattern protection value in the second bid period will be governed by the credited hours of the pattern attributed to the second bid period or the remaining pattern protection, whichever is lesser.
- (d) If a pilot becomes a BLH, pattern protection ceases at the end of the bid period.
- (e) The last occasion that the Company can offer or assign a pattern protection offset associated with a pattern that spans two (2) bid periods is on the last day of the pattern that spans the two (2) bid periods.
- (f) Any pattern protection offset (plus MBTT) allocated in the second bid period cannot conflict with a pattern in the second bid period.

RM4.6.3 Overprojection for rotating PLHs/BLHs

Where a pattern overlaps two (2) bid periods in the case of a pilot rotating from a blank line to a pattern line, the value of the pattern that accrues to the pattern line will not cause the Company to remove time as a result of applying the overprojection provisions of the Agreement unless the pilot agrees. In all other respects, the normal provisions of overprojection and midnight cut-off apply.

RM4.7 Building duty free periods into pattern lines

- RM4.7.1 A minimum of 20 [10] duty free periods (subject to change by agreement between the Company and the Association) will be built into each pattern line, of which 18 [9] will be DDFDs.
- RM4.7.2 In each 2 [4] consecutive bid periods a pilot will receive 48 periods of 24 hours free of duty at his or her base, posting or localised line as applicable. If the provisions of this RM4.7.2 are not met then clause 34.2 will apply.
- RM4.7.3 In the grouping of patterns into pattern lines an intervening period of one (1) calendar day for each two (2) calendar days of the preceding pattern will be observed (with half days disregarded).
- RM4.7.4 DDFDs will be allocated first to satisfy RM4.7.3, and then to satisfy a pilot's specific bid.

RM4.8 Single days off option

The Company will, via the bid line allocation process, allow pilots to accept or reject single days off (of at least 36 hours) during pattern line construction.

RM4.9 Long term sick leave

The following provisions will apply in the construction of bid lines for pilots on approved long term sick leave:

- RM4.9.1 Pilots on approved long term sick leave who have advised the Company that they will be unfit for the whole of the next bid period:
- (a) will not be allocated any flying on their bid line; and
 - (b) will be paid the divisor.
- RM4.9.2 Pilots who have advised that they will be unfit for only part of the next bid period will be allocated flying for the period for which they are expected to return to duty and will bid for that flying in the normal manner.
- RM4.9.3 Prior to the closing time for bids, a pilot who is on long term sick leave but expects to be fit for duty for the whole or part of the next bid period must advise the Company accordingly if he or she wishes to be included in the bid line allocation process.
- RM4.9.4 If the Company has not been advised that a pilot expects to be fit for duty in the next bid period, the pilot will not be included in the bid line allocation process and will not be allocated any flying on his or her pattern line for the next bid period (despite being otherwise so entitled in accordance with the Agreement and the pilot's seniority).
- RM4.9.5 A pilot who:
- (a) advises the Company that he or she intends to return to duty in the next bid period;
 - (b) submits a bid prior to the closing time for bids; and
 - (c) subsequently, due to continuing illness or injury, does not return to duty in that bid period,
- will only be paid the divisor for that bid period regardless of the pilot's bid.

RM5 Planning Provision for Recency Days

- RM5.1 At the time pattern lines are being allocated, if a pilot is likely to be out of recency prior to his or her first day of availability the following procedures will apply:
- RM5.1.1 where a pilot will be between 45 and 57 days since last landing ('DSLL'), two (2) days may be blocked on his or her line to allow for recency training prior to the allocation of patterns. If one (1) day of recency is required, the recency (or cyclic) session will be scheduled for the second day and the first day will be left free for study;
- RM5.1.2 where a pilot will be between 57 and 180 DSLL, five (5) days may be blocked on his or her line to allow for recency training prior to the allocation of patterns. The first four (4) days will be with no credit value and the fifth day will attract MDC;
- RM5.1.3 where a pilot will be over 180 DSLL, a period determined by the CAAC will be blocked on his or her line to allow for recency training prior to the allocation of patterns. Each day blocked will be given a value of divisor divided by 56, these hours will be offset by training (personal training that would normally attract a passive credit will not be offset, but paid passively);
- RM5.1.4 the contactability requirements for pilots blocked days for recency purposes will be those that normally apply to Available Days; and

RM5.1.5 if a pilot successfully bids for DDFDs immediately after the leave and recency days, he or she will be permitted to swap the DDFDs and recency days to allow the leave and DDFDs to be joined. In order to avoid any delays in the allocation of recency training, the Company may implement a procedure under which any request to swap DDFDs with recency days must be made before bid lines are published.

RM6 Pattern Line Allocation Below Minimum Guaranteed Hours

Where a pilot is allocated a pattern line below the value of MGH but within the allowable bidding window of hours, he or she will be entitled to drop assignable time available hours in which case the pilot will have a personal divisor to the value of his or her allocated bid line and consequently receive Priority 6 in open time according to RM68. This option can only be exercised if notified to the Company prior to the commencement of the first contact obligation of the bid period.

RM7 Pattern Lines may be Designated for Proffer to Supervisories

Three (3) Captain pattern lines may be designated as lines for proffer to supervisory pilots.

RM8 Building Pattern Lines that do not Conflict with Flying Allocated in the Preceding Bid Period

Having regard to pattern allocations (including open time flying for which bids have closed) at the time of closure of pattern line bids, a pattern line will be constructed so as not to conflict with flying allocated to a pilot in the preceding bid period, including MBTT.

RM9 Auditing the Allocation of Bid Lines

RM9.1 An agreed audit system will be made available to the Association to allow each pilot's bid line to be analysed and assessed each bid period.

RM9.2 Where it is apparent either to the Association or the Company that the allocation of patterns has not been made in accordance with the bid line construction rules, the parties will confer and agree upon a method to resolve the problem. Where a resolution is not possible the matter will be determined by direct reference to a Board of Appeal constituted under clause 46.3.

RM9.3 Agreement by the Association and the Company as to the proposed content of each pilot's bid line is required before promulgation. Following such approval, no aspect of the content of any bid line will be subject to the grievance procedures of the Agreement. If the parties fail to agree, the matter will be referred to a neutral or, if necessary to the Board of Appeal for resolution. Pending resolution, promulgation of bid lines will proceed as though agreement had been reached.

RM10 Pattern Protection for a Pilot Disadvantaged due to Error

Where a pilot has been disadvantaged in the bid line allocation process due to an error in the data used, the pilot will be pattern protected to the bid period divisor and will be available for offsets in accordance with RM43.9. Where the Company and the Association agree, following construction of bid lines for a bid period and before the commencement of that bid period, patterns not allocated to any pattern line may be exchanged with, or added to the patterns, in the pattern line in order to correct an error or anomaly in that line.

RM11 Including Credited Hours for Annual Leave and Long Service Leave in Pattern Lines

Credited hours calculated in accordance with RM33 for annual leave and LSL will be included in a pilot's pattern line at the time pattern lines are constructed and will increase a pilot's projected credited hours.

CHAPTER 3: BIDDING GUIDELINES FOR PREFERENTIAL BIDDING

RM12 Pilots Eligible to Bid are to Submit Sufficient Number of Bids

Prior to the closing date for bids, each pilot eligible to bid should submit a sufficient number of bids to enable the allocation of a bid line constructed in accordance with those bids and the pilot's seniority.

RM13 A Pilot's 'Standing Bid'

Except where a pilot specifically submits a different bid, each pilot is assumed to have a 'standing bid' which ranks all bid line types equally in the following order of preference:

- (a) any pattern line except pattern lines designated for proffer to supervisory pilots;
- (b) any pattern line designated for proffer to supervisory pilots; and
- (c) any blank line.

RM14 Bidding Option to Remedy Lack of 'Quality' Days Off

The Company will provide a bidding option whereby a pilot may bid for either the normal 'pattern gap' between patterns or MBTT (or such other agreed minimum time) between patterns.

RM15 Reverting to Previous Bidding Rules if Preferential Bidding is Abandoned

If preferential bidding is abandoned by agreement between the parties during the currency of the Agreement, the bidding rules in force immediately before preferential bidding came into operation will be reintroduced.

CHAPTER 4: ALLOCATION OF BID LINES, AND RESTRICTIONS ON ALLOCATIONS AND SHARED BLANK LINES

RM16 Bid Line Allocation Process

The bid line allocation process allocates patterns to pilots in accordance with their expressed bid line preferences in order of seniority, subject to the restrictions set out in this RM16 and/or any other restriction agreed between the Company and the Association.

RM16.1 Pre-allocating flying

In the event the Company elects to pre-allocate flying to supervisory pilots and to pilots undergoing transitional training, it will occur as follows:

- RM16.1.1 the pre-allocation of flying to supervisory pilots specified in clause 25.1.1 will take place in accordance with clause 25.1.3;
- RM16.1.2 the Company may pre-allocate flying to CAT pilots planned to perform fixed roster checking duties in accordance with clause 25.3.8;
- RM16.1.3 at each base or posting, patterns identified for line training may be pre-allocated to CAT and TC pilots based on trainee requirements recognising both number of sectors and required destinations in order to ensure that trainees are available for line duties in their new category in the minimum amount of time. Where consistent with these objectives the principles of representative flying will be observed. All other patterns required to complete a bid line will be allocated as part of the bid line allocation process. Pre-allocation to projected BLHs shall ensure the minimum number of projected BLHs are pre-allocated consistent with training requirements. The Company will consult with the Scheduling Committee in order to minimise the effect of this pre-allocation on other pilots;
- RM16.1.4 at each base or posting, patterns identified at RM16.1.3 may be pre-allocated to each trainee who has been allocated a promotion or conversion vacancy to enable 'pairing' with a CAT or TC;
- RM16.1.5 one (1) F/O pattern may be pre-allocated to each TRE A, B or CAT every 12 months to satisfy right hand seat sector recency requirements outlined in Company manuals; and
- RM16.1.6 the Company may pre-allocate flying patterns required for the pre-allocation of route checks in accordance with RM63, and recency patterns to enable 'pairing' with a CAT or TC."

RM16.2 Pre-allocating mentor flying

A pilot may be pre-allocated a pattern of flying allocated to his or her 'mentor' on the following occasions:

- RM16.2.1 once within 90 days of being cleared to the line; and
- RM16.2.2 as further agreed to by the Association.

RM16.3 Pre-allocating a pilot's 'golden bid' flying before retirement

In a pilot's last bid period (or part of a bid period) of flying before retirement (or before his or her employment contract is terminated as a result of redundancy), the pilot will be pre-allocated a pattern of his or her choice (to be known as a pilot's 'golden bid') before the known flying is made available for bidding. Where two (2) or more pilots in the same category are competing for the same pattern, seniority will determine the allocation.

RM16.4 Pre-allocating a pilot's banked hours

Any hours banked by a pilot under RM38.1(d) can be pre-allocated to a future bid period.

RM16.5 Pre-allocating 'golden' annual leave

Requests for 'golden' annual leave days will be pre-allocated in accordance with clause 36.1.8.

RM16.6 Conflict with last pattern in preceding bid period

A pilot may be allocated a pattern line which conflicts with his or her last pattern in the preceding bid period, in which case the pilot will be pattern protected and available for offsets in accordance with RM43.9.

RM16.7 Allocating patterns where pilot's qualification is reasonably expected to be achieved before the bid period starts

RM16.7.1 Subject to RM16.7.2, RM16.7.3 and RM16.7.4, a pattern line will not be allocated to a pilot who has not been allocated to, and qualified on, an aircraft type and who is not qualified in the status scheduled on that pattern line.

RM16.7.2 However:

- (a) a pattern line will be allocated where there is a reasonable expectation that the pilot will be so qualified and allocated before the bid period commences in accordance with a pilot's seniority;
- (b) where there is a reasonable expectation that a pilot will complete a transitional training period within the new bid period, the pilot, at the discretion of the Company, may be allocated a pattern line in accordance with his or her seniority and, in that event, will receive transitional training credits until qualified in the new category.

RM16.7.3 If the date of qualification prevents the pilot from commencing an awarded pattern, the pattern will be dropped unpaid.

RM16.7.4 Where a pilot is allocated to, and qualified on the aircraft type, an absence on approved sick leave will not constitute lack of qualification for the purpose of RM16.7.

RM16.8 Allocation of blank lines shared amongst all pilots in each category

RM16.8.1 Blank lines will be allocated in accordance with the steps set out below:

Prior to allocating blank lines, the Company will determine what is the minimum availability it requires (the required availability) for blank line

holders in each category and base in the bid period. This will determine the required availability identified below.

Step 1	Awarded to pilots with required availability in the bid period in seniority order.
Step 2	Assigned to pilots with required availability in the bid period, in order of last blank line date, then in reverse seniority order.
Step 3	Awarded (in seniority order) then assigned (in order of last blank line date and then in reverse seniority order) to pilots in the order of the most days of availability to least days of availability.,

- RM16.8.2 A pilot who has activities allocated in the applicable bid period is eligible to bid for a blank line. Award of a blank line, at this step, is at the discretion of the Company.
- RM16.8.3 A pilot who has less than 28 [14] days of availability in the applicable bid period will not be allocated a blank line.
- RM16.8.4 A pilot who has accessed a carer's line will not be allocated a blank line except that:
- (a) a carer may nominate to be included in blank line rotation (and when allocated a blank line will be a BLH, not a carer's line holder, for all purposes); or
 - (b) a carer who does not nominate to be included in blank line rotation will, after the pilot has discontinued his or her carer's line, rotate between blank and pattern lines until the pilot has completed the number of blank lines that the pilot would have undertaken if the pilot had not been on a carer's line, after which the pilot will revert to the normal rotation for his or her category.
- RM16.8.5 Subject to clause 25.2.21(c), TRE A and B pilots will not be allocated a blank line. For the avoidance of doubt, a CAT or a TC will be allocated a blank line in accordance with the provisions of this clause RM16.8 where it will not result in any delay for a trainee.
- RM16.8.6 Bids to be awarded a blank line must be submitted by 1000 on the Monday of week 1, one (1) bid period prior to the applicable bid period.
- RM16.8.7 If a pilot requests ad-hoc leave in the same bid period that the pilot is projected to be a BLH, the approval of the request will be at the Company's discretion. Where the Company awards ad-hoc leave to a projected blank line holder, that leave will not affect the pilot's availability under RM16.8.1.
- RM16.8.8 A pilot who completes a transitional training programme in the applicable bid period and is available in the pilot's new category for greater than 28 [14] days, will be regarded as having completed his or her blank line in that bid period.
- RM16.8.9 On commencement of employment, a pilot's last blank line date is deemed to be 1 January 2001 provided that for consolidation they will be exempt from a blank line until they have completed a full pattern line after being checked to line.
- RM16.8.10 A pilot will not be assigned a blank line in the bid period immediately after completion of a blank line.

RM16.8.11 **Projected line type**

Once availability and blank line bids are assessed, the Company will, where possible, publish a list of projected line types for the subsequent bid period before bids open.

CHAPTER 5: ESTABLISHMENT LEVELS

RM17 Pattern Line Holders

The Company will make available a sufficient number of pilots who, as PLHs, will operate the pattern lines available at each base or posting.

RM18 Blank Line Holders

The Company will, if necessary, make available a sufficient number of pilots who will be BLHs to protect the operation for each base or posting.

RM19 Establishment Formula

RM19.1 Definition of correct establishment

The Company is committed to provide the correct establishment of pilots. The definition of 'correct establishment' is a blank coverage to perform duties, with the intent that every PLH is provided with a high level of stability of roster once published.

RM19.2 Considerations to be taken into account

Considerations to be taken into account include coverage for personal leave, standbys, annual leave, unplanned/compassionate leave, LSL, licence renewal and training, simulator supports, trips dropped due to over projection, supervisory patterns dropped to open time, patterns dropped due to conflict, ad hoc charters and maintenance/paint job flights, aircraft substitutions etc.

RM19.3 Maximum training to achieve correct establishment

The Company states it will provide maximum training to drive numbers to correct establishment, based on the relevant planning divisor. Blank line coverage of 15 percent (additional to 11.5 percent for annual leave) will be used for planning purposes. This figure will be fine-tuned by the Company as experience dictates.

RM19.4 Consultative approach

Whilst the Company retains authority for pilot numbers, these numbers will be transparent and both parties agree to work together to provide optimum pilot coverage.

CHAPTER 6: FLIGHT AND DUTY LIMITATIONS

RM20 Flight and Duty Time Limitations

RM20.1 Applicable Aviation Regulatory Order

RM20.1.1 Civil Aviation Order Part 48,1 Instrument 2019 applicable at the date of the Agreement or any successor Instrument or Order is the applicable Aviation Regulatory Order governing flight and duty time limitations.

RM20.1.2 Subject to clause 11, the provisions of the Agreement that are more limiting than the applicable flight and duty time limitations under the Aviation Regulatory Authority will be used.

RM20.2 Flight and duty time limitations tables

2 PILOT			
<u>LOCAL SIGN ON TIME</u>	<u>DUTY PERIOD LIMIT</u>	<u>FLIGHT TIME LIMIT</u>	<u>SECTOR LIMIT</u>
0500-0759	11	8	1 if any sector flight time > 6 otherwise 4
0800-1359	11	8.5	1 if any sector flight time > 6 otherwise 4
	12	9.5	1 DAY PATTERN ONLY maximum 4 sectors
1400-1559	11	8.5	1 if any sector flight time > 6 otherwise 4
1600-0459	10	8	1 if any sector flight time > 6 1 if sign-on 2100-0300 LT 2 if any sector flight time > 2 otherwise 3
MINIMUM PRE-DUTY REST			
MINIMUM PRE-DUTY REST	<u>DUTY PERIOD</u>	<u>MINIMUM REST</u>	<u>REQUIREMENTS</u>
	≤ 11	11	flight time ≤ 8
		22	
	> 11	11	operate ≤ 11 duty then pax to base or posting
22			
MINIMUM POST-DUTY REST			
MINIMUM POST-DUTY REST If the next duty period is solely deadheading then the minimum pre-duty deadheading limits apply	<u>DUTY PERIOD</u>	<u>MINIMUM REST</u>	<u>REQUIREMENTS</u>
	≤ 11	11	flight time ≤ 8
		22	
> 11	22		

3 PILOT

<u>CREW REST FACILITY</u>	<u>DUTY PERIOD LIMIT</u>	<u>FLIGHT TIME LIMIT</u>	<u>SECTOR LIMIT</u>
CLASS 2 REST	12	8.5	3 if duty period > 11 otherwise maximum 4
CLASS 1 REST	14	12.5	3 if duty period > 11 otherwise maximum 4
MINIMUM PRE-DUTY REST	<u>DUTY PERIOD</u>	<u>MINIMUM REST</u>	<u>REQUIREMENTS</u>
	≤ 12	12	
	> 12	12	operate ≤ 12 duty then pax to base or posting
		22	
MINIMUM POST-DUTY REST If the next duty period is solely deadheading then the minimum pre-duty deadheading limits apply	<u>DUTY PERIOD</u>	<u>MINIMUM REST</u>	<u>REQUIREMENTS</u>
	≤ 12	12	flight time ≤ 9
		18	
	> 12	22	acclimated crew
		32	

4 PILOT			
<u>CREW REST FACILITY</u>	<u>DUTY PERIOD LIMIT</u>	<u>FLIGHT TIME LIMIT</u>	<u>SECTOR LIMIT</u>
2 x CLASS 2	12	8.5	3 if duty period > 11 otherwise maximum 4
1 x CLASS 1 and 1 x CLASS 2	14 (15 LAX-AKL)	12.5 (13.5 LAX-AKL)	2 if duty period > 12 3 if duty period > 11 otherwise 4
2 x CLASS 1	23.5	22	1 if duty period > 14 3 if duty period > 11 otherwise 4
MINIMUM PRE-DUTY REST	<u>DUTY PERIOD</u>	<u>MINIMUM REST</u>	<u>REQUIREMENTS</u>
	≤ 14	12	
	> 14	12	operate ≤ 14 duty then pax to base or posting
	≤ 16	22	
	> 16	32	within West Coast North America
		48	
MINIMUM POST-DUTY REST If the next duty period is solely deadheading then the minimum pre-duty deadheading limits apply	<u>DUTY PERIOD</u>	<u>MINIMUM REST</u>	<u>REQUIREMENTS</u>
	≤ 12	12	flight time ≤ 9.5
		18	
	> 12	22	acclimated crew <u>OR</u> between two 4 Pilot duties <u>OR</u> next duty is to home base or posting augmented crew and duty period < 5 hours
		32	
	> 14	22	acclimated crew <u>OR</u> next duty is to home base or posting augmented crew and duty period < 5 hours
		32	
	> 16	22	next duty is to home base or posting augmented crew and duty period < 5 hours
		32	within West Coast North America
		48	

DEADHEADING			
<u>DUTY</u>	<u>DUTY PERIOD LIMIT</u>	<u>SECTOR LIMIT</u>	<u>REQUIREMENTS</u>
Solely deadhead	26	2	PAX then operate' duty OR the operate portion of 'Operate then PAX' duty - same duty period limits and flight time limits apply as operate only
Operate then deadhead (other than to home base or posting)	14.5	additional paxing sector above operate only limit	
Operate then deadhead (to home base or posting)	18	additional paxing sector above operate only limit	
	<u>DUTY PERIOD</u>	<u>MINIMUM REST</u>	<u>REQUIREMENTS</u>
MINIMUM PRE-DUTY REST (Solely deadhead only. Any duty period which involves operating the 2, 3 or 4 PILOT limits apply)	≤ 12	11	
	> 12	12	Pax to base or posting
		18	
MINIMUM POST-DUTY REST	<u>DUTY PERIOD</u>	<u>MINIMUM REST</u>	<u>REQUIREMENTS</u>
(Solely deadhead only. Any duty period which involves operating the operate only limits apply)	≤ 12	11	
	> 12	18	

APPLICATION OF FLIGHT DUTY TIME TABLES

1 Rest requirements

- (a) The rest period following a tour of duty shall be the sum of the rostered flight time plus any flight time rostered between 2000 and 0800 (LT) calculated from the initial point of departure with a minimum value as outlined in the flight time limitations tables.
- (b) All rest periods must include a minimum six (6) hours within the hours 2100 and 0900 (LT).
- (c) The minimum pre-duty rest at a pilot's base or posting will be:
 - (i) for non-acclimated pilots the rest applicable under the tables with a minimum of one (1) local night;
 - (ii) for acclimated pilots a minimum of:
 - 32 hours where the next duty period is greater than 16 hours (in this case a standby duty without callout on the day prior will not be considered to have infringed this rest period); or

- where the next duty period is less than or equal to 16 hours, the rest applicable under the tables (with a minimum of 12 hours) or one (1) local night, whichever is less.

At the pilot's discretion, the above pre-duty rest may be reduced to the minimum applicable under the Aviation Regulations.

- (d) The minimum rest period at a location greater than six (6) time zones from an acclimated time zone is:
- (i) 48 hours; or
 - (ii) 34 hours for:
 - one (1) pattern per day to London, provided the in-bound and out-bound sectors are operated by four (4) pilot crew the slip in Asia southbound is two (2) days and the service operated to base or posting is a direct service;
 - 50 percent of Frankfurt slips, provided the in-bound and out-bound sectors are operated by four (4) pilot crew the slip in Asia southbound is two (2) days and the service operated to base or posting is a direct service.
- (e) For SIN/BKK – Europe 'double shuttles' a relief pilot may have his or her rest in Asia 'mid pattern' reduced to 22 hours provided that the rest is between 4 (four) pilot tours of duty which are less than 16 hours.
- (f) The minimum rest period following a duty period where a disruption occurs after the commencement of duty shall be:
- (i) the rest applicable under the Aviation Regulatory Authority or at the pilot's discretion, the rest specified in paragraphs (ii), (iii) or (iv) provided that the rest period does not exceed the hourly amount of the applicable rest limitations in the table;
 - (ii) 10 hours;
 - (iii) the hours of the previous duty period (to a maximum of 12 hours) plus 1.5 times the time that the previous duty period exceeded 12 hours plus the amount that the time zone difference from the first place of departure exceeds three (3) hours; or
 - (iv) 24 hours pre and post duty where a tour of duty is planned or was planned for greater than 16 hours.

Note: Nothing in this note 1(f) limits a pilot's authority under the regulations of the Aviation Regulatory Authority.

2 Crew rest

- (a) A CLASS 1 rest consists of a horizontal bunk or berth and a separate seat which is separate and screened from both the flight deck and passenger compartment, allows the pilot to individually control temperature and light and provides isolation from noise and disturbance. A seat which converts to a horizontal bunk may be approved by the Association as a CLASS 1 rest.
- (b) The crew rest fitted, as at the date of the Agreement, on the following aircraft is deemed to meet CLASS 1 requirements:
- (i) A380-800;
 - (ii) B747-400;

- (iii) A330-200/300 (International configuration) dedicated crew rest facility; and
- (iv) B787-9.

The proposed crew rest for the A350-1000, as inspected by the Association in February 2020, is deemed to meet CLASS 1 requirements.

- (c) A CLASS 2 rest is a remotely located lie flat First Class or Business Class seat (or two (2) seats where they are not remotely located) which is fully screened from the passenger compartment, provides darkness and sound mitigation (including separate control of lighting and deactivation of any PA speakers within the crew rest) and is reasonably free from disturbance by passengers and pilots (this includes remoteness from galleys and lavatories).
- (d) The temporary crew rest facility on the A330-200 referred to in the 'LAX-AKL operation' Memorandum of Agreement, as at the date of the Agreement, is deemed to meet CLASS 2 requirements.
- (e) If no CLASS 1 or CLASS 2 rest facility is provided for augmented crew operations then two (2) pilot limitations apply.

3 Duty limitations

- (a) Duty period begins when a pilot commences any duties associated with his or her employment with a minimum of:
 - (i) 60 minutes operating; and
 - (ii) 60 minutes deadheading (45 minutes Australian domestic),
 prior to departure and will finish 30 minutes after actual arrival time of the last flight of the duty period unless otherwise agreed with the Association.
- (b) Two (2) pilot operations:
 - (i) maximum of two (2) consecutive duties with a sign-on prior to 0600 (LT);
 - (ii) maximum of three (3) consecutive duties with a sign-on prior to 0700 (LT); and
 - (iii) if duty is a 'back of clock operation' including two (2) hours between 0100-0459 (LT) (departure airport time), the following duty is limited to sign-on no earlier than 0700 (LT) the following day.

Two (2) pilot duty period limits and flight time limits apply to augmented operations where augmented operations are more limiting provided the two (2) pilot requirements are met.

- (c) Maximum planned pattern length:
 - (i) Captains and F/Os – 12 days;
 - (ii) S/Os – 14 days;
 - (iii) Domestic patterns – five (5) days;
 - (iv) patterns that transit the pilot's base or posting (other than the first and last day) – six (6) days.

For pattern repair purposes, a pilot will be returned to his or her base, posting or localised line as close as reasonably possible to the originally planned pattern length.

- (d) A pilot's acclimated time zone is one that he or she has remained within for a period of 72 hours or greater prior to a duty. A pilot will be considered acclimated if he or she remains within three (3) time zones of an acclimated time zone.
- (e) The Company must not use split duties without the approval of the Association.

RM20.3 Statutory requirements for adequate rest facilities apply

Aviation Regulatory Authority requirements with respect to adequate rest facilities on board the aircraft will apply in all relevant situations.

RM20.4 Extending limitations to statutory limits

- RM20.4.1 A tour of duty commenced in accordance with the limitations in RM20.2 may be extended at the discretion of the pilot to the applicable regulatory limits.
- RM20.4.2 Under exceptional circumstances (such as civil riot, cyclone, mercy flight) the scheduled flight and duty limitations contained in RM20 may be extended to the applicable regulatory limits.

RM20.5 Sydney – Dallas Direct Flights

The following provisions will apply to scheduled non-stop A380 flights from Sydney to Dallas and/or from Dallas to Sydney.

- RM20.5.1 The flight will be operated under the terms of the Agreement, as supplemented by the terms of this RM20.5.
- RM20.5.2 The crew complement on the flight will consist of a minimum of four (4) pilots.
- RM20.5.3 A pilot in a flight crew consisting of a minimum of four (4) pilots, with in-flight relief provided, and agreed crew rest facilities available on board the aircraft, for planned sector operations being SYD-DFW-SYD, shall not be scheduled in excess of:
 - (a) 17½ hours flight time limit; and
 - (b) 19 hours duty time limit.
- RM20.5.4 Planned rest periods will be in accordance with the Agreement.
- RM20.5.5 Following a DFW-SYD sector and in accordance with current FRMS recommendations, the minimum base turnaround time ('MBTT') will be 3 local nights.
- RM20.5.6 In the event of a downline disruption, the flight and duty limits (including rest periods) will be in accordance with the Agreement.
- RM20.5.7 For the purposes of clause 34.4 of the Agreement (*'Additional payment for exceeding planned limits'*) and notwithstanding clause 3(b) above, the maximum *'planned flight and duty time limits'* in respect of each sector of the Dallas operation, is eighteen (18) hours.
- RM20.5.8 The Company and the Association will consult in good faith on a charter and/or protocol in relation to the introduction and implementation of CAO48.1 at the Company as it relates to fatigue, organisational responsibilities and management of risks (as set out in the Company's letter dated 5 May 2014) prior to commencement of the Dallas operation.
- RM20.5.9 In addition to clause 8 above, the FRMS charter and/or protocol will include provisions that an Association representative will be a full

participant on the FRMS FSAG and will have full visibility and input into any fatigue risk issues.

RM20.6 Flights exceeding 18 hours duty period

The following provisions will apply to scheduled flights exceeding 18 hours duty period (excluding A380 flights from Sydney to Dallas and/or from Dallas to Sydney referred to in RM20.5).

RM20.6.1 In the event of a downline disruption:

- (a) the flight and duty limits (including rest periods) will be in accordance with RM20.2; and
- (b) the minimum off duty time period prior to duties exceeding 18 hours will be:
 - (i) for Captain or F/O or S/O – 27:00; or
 - (ii) for Captain and F/O – 36:00.

Nothing in this clause limits a pilot's authority under the regulation of the Aviation Regulatory Authority. The FSAG may approach the parties to vary these times based on data collected.

RM20.6.2 Transport provided by the Company under RM20.7 will be by direct route.

RM20.6.3 Following any pattern that contains a planned flight duty exceeding 18 hours the MBTT in RM26.3 will be increased by one (1) local night.

RM20.6.4 For the purposes of clause 34.4 of the Agreement ('Additional payment for exceeding planned limits') the maximum 'planned flight and duty time limits' in respect of each sector is the planned duty period (the published block time plus report and stand-down period).

RM21 Duty Limitations Applicable to Deadheading

RM21.1 A pilot will not be scheduled to deadhead and operate, during a duty period, in excess of the duty limitations applicable to the crew in which the pilot operates.

RM21.2 A pilot may be scheduled to operate and then deadhead for a total duty period not exceeding 14.5 hours. However, a pilot inbound to the pilot's base or posting to complete a pattern may be scheduled to operate and then deadhead for a total duty period not exceeding 18 hours in which case the following conditions apply:

RM21.2.1 the pilot may elect to slip at a port prior to the base or posting rather than deadhead to the base or posting if, to do otherwise, he or she would exceed the applicable duty time limitations in RM20.2;

RM21.2.2 if the pilot elects to slip at a port prior to the base or posting, the pilot will receive:

- (a) credited hours as if he or she had deadheaded to the base or posting as scheduled;
- (b) duty free time entitlements determined under the provisions of Chapters 6 and 9 as if the pilot had deadheaded as scheduled.

The conditions of RM21.2 only apply where the scheduled duty time in excess of the duty time limitations specified in RM20.2 is time during which the pilot does not operate.

RM21.3 A pilot who is scheduled to solely deadhead in a tour of duty will not be scheduled for duty beyond 24 hours unless:

RM21.3.1 the duty is limited to two (2) sectors; and

RM21.3.2 the pilot is provided with first class travel.

In this case the pilot may be scheduled for duty to a maximum of 26 hours.

RM22 Duty Limitations Applicable to Standby or Ground Duties

RM22.1 Duration of standby duty

A pilot will not be scheduled for a standby duty in excess of 12 consecutive hours. A pilot scheduled for, or on a standby duty of, less than 12 consecutive hours may be required to extend the standby duty to 12 consecutive hours.

RM22.2 Reporting for flight duty during standby duty

A pilot on standby duty may be required to report for flight duty during the time the pilot is on standby. In this event, for flight time limitation purposes the flight duty period begins at the actual or required reporting time, whichever is the later.

RM22.3 Reporting for flight duty after termination of standby duty

A pilot on standby duty may be required to report for flight duty after the termination of the standby duty without an intervening off duty period prescribed by the Aviation Regulatory Authority. In this event, for flight time limitation purposes the flight duty period will be deemed to begin at the end of the standby duty.

RM22.4 Classroom training

RM22.4.1 Classroom hours per day or hours on consecutive days

A pilot will not be required to attend lectures or ground courses at the pilot's base or posting in excess of:

- (a) eight (8) classroom hours in any one (1) day (subject to the restrictions set out in RM22.4.2); or
- (b) more than five (5) days in any consecutive seven (7) days.

RM22.4.2 Restrictions

- (a) Classroom training will not be solely 'chalk and talk' and there will be no exams or intensive instructions after six (6) hours. On a two (2) day course, the maximum training time will be 12 hours.
- (b) If the course is a one (1) day course, the limit will be six (6) hours which may be extended to eight (8) hours provided the day is limited to eight (8) hours face to face training plus morning and afternoon tea breaks of 15 minutes and a one (1) hour lunch break is paid with a total duty time of nine (9) hours from sign on to sign off programmed. Any classroom time over six (6) hours will be paid on a basis of one for one, pro-rated for any time less than one (1) hour.
- (c) If the course is a two (2) day course, the limit on any one (1) day will be eight (8) hours without any additional payment provided the total hours over the two (2) days does not exceed 12 hours. This is to be the planned maximum. Any classroom

time over 12 hours will be paid on the basis of one for one, pro-rated for any time less than one (1) hour.

RM22.4.3 Parties to review claims for payment for courses exceeding specified limits on an unplanned basis.

The Company and the Association will review claims for payment for courses which, on an unplanned basis, exceed eight (8) hours in a one (1) day course or 12 hours in a two (2) day course.

RM23 Cumulative Limitations

RM23.1 Following 50 hours of duty of any nature associated with the pilot's employment, the pilot will have a rest period of not less than 24 consecutive hours before commencing a tour of duty.

RM23.2 The total flight time in any consecutive 28 days will not exceed 100 hours.

RM23.3 The total flight time accrued during any consecutive 365 day period will not exceed 1000 hours.

RM23.4 At the time a pilot's roster is promulgated each bid period, no pilot will be rostered for more than 950 hours flight time in any consecutive 365 day period.

RM23.5 Limit on cumulative duty time

RM23.5.1 The cumulative duty period in any consecutive seven (7) days will not exceed 60 hours.

RM23.5.2 The cumulative duty period in any consecutive 14 days will not exceed 100 hours.

RM23.6 In determining the cumulative duty period limits, duty time involving simulator training and training flights (excluding line training and line checks) is to be factored by 1.5.

RM24 Measurement of Duty Time

RM24.1 Flight duty

RM24.1.1 A pilot's scheduled flight duty period will begin at the required reporting time and will end 30 minutes after the scheduled arrival time on blocks of the last flight during the flight duty period.

RM24.1.2 A pilot's actual flight duty period will begin at the actual or required reporting time, whichever is later, and will end 30 minutes after the actual arrival time on blocks of the last flight during the flight duty period.

RM24.2 Deadhead duty

RM24.2.1 A pilot's scheduled deadhead duty period begins at the required reporting time, and ends 30 minutes after the scheduled arrival time on blocks of the last flight during the flight duty period.

RM24.2.2 A pilot's actual deadhead duty period begins at the actual or required reporting time, whichever is later, and ends 30 minutes after the actual arrival time on blocks of the last flight during the flight duty period.

RM24.3 **Standby duty**

- RM24.3.1 A pilot's scheduled standby duty period will begin at the required time of availability for contact and will end at the scheduled time of release from the period of availability for contact.
- RM24.3.2 A pilot's actual standby duty period will begin at the required time of availability for contact and will end at the time the pilot is released from duty or at the time the pilot was scheduled to complete the period of availability for contact if not released at an earlier time.
- RM24.3.3 If a pilot on standby is called out but does not sign on because the callout is cancelled, the Company may return a pilot to the originally planned standby.
- RM24.3.4 If a pilot on standby is called out but does not sign on because the call out is cancelled, any calculations for any subsequent tour of duty must commence from the cancelled proposed sign on time if the callout is notified before 0730.

RM24.4 **Ground duty**

- RM24.4.1 A pilot's scheduled ground duty period begins at the required reporting time and ends at the scheduled time of release from the duty.
- RM24.4.2 A pilot's actual ground duty period begins at the actual or required reporting time, whichever is later, and ends at the actual time of release from the duty.

RM25 Minimum Off Duty Periods En Route

RM25.1 **Factors to be taken into account when grouping flights into patterns**

In the grouping of flights into patterns, a pilot will, where applicable, be scheduled for intervening off duty periods while en route. The duration of these periods will take into account factors including:

- (a) the duration and time of day of the duties preceding the off duty period;
- (b) the duration and time of day of the duty following the off duty period;
- (c) the local time of day of the proposed off duty period;
- (d) the degree of longitudinal time shift to which the pilot has been subjected during the preceding duties;
- (e) the suitability and distance of the proposed accommodation from the airport;
- (f) the availability of earlier or later services which could be utilised to shorten or lengthen the off duty period; and
- (g) any other relevant factors.

RM25.2 **Irregular charter or special flights**

For irregular charter or special flights, the minimum scheduled off duty period en route will be at least 12 hours.

RM25.3 **Exceptional circumstances**

Under exceptional circumstances (such as civil riot, cyclone, mercy flight) the minimum off duty periods set out in Chapter 6 may be reduced at the pilot's discretion to the minimum period allowed by the Aviation Regulatory Authority.

RM26 Minimum Base Turnaround Time

RM26.1 A pilot is entitled to a MBTT (which may include DDFDs) on arrival at the pilot's base or posting on completion of each pattern of flying in accordance with the provisions of this RM26.1 except where:

RM26.1.1 the pilot's base or posting is considered to be a stopover within a pattern;
or

RM26.1.2 the pilot is awarded a pattern of open time flying which conflicts with the MBTT associated with the previous pattern in the pilot's pattern line and/or where the MBTT associated with the awarded open time flying conflicts with the next pattern in the pilot's pattern line in the then current bid period or the next.

RM26.2 A pilot will not be required to carry out any duty connected with his or her employment without the pilot's consent during the MBTT except as provided in RM26.1.

RM26.3 Except as provided in RM26.1, the MBTT at a pilot's base or posting upon completion of a pattern will be as follows:

- (a) 12 hours, for a pattern of one day away;
- (b) one (1) local night, for a pattern of two to four days away;
- (c) two (2) local nights, where the accrued credited flight hours of the pattern exceed 20;
- (d) two (2) local nights, for a pattern of five (5) to eight (8) days away;
- (e) three (3) local nights, where the accrued credited flight hours of the pattern exceed 40;
- (f) three (3) local nights, for a pattern of nine (9) to 12 days away;
- (g) four (4) local nights, where the accrued credited flight hours of the pattern exceed 60 or where the days away for the pattern exceed 12;
- (h) where a pilot exceeds 100 flight hours in 30 days during an awarded or assigned pattern the pilot is entitled to additional MBTT for the pattern causing the excess. Where the pilot accrues further excess hours during the next awarded or assigned pattern the pilot is entitled to additional MBTT for those further excess hours. The additional MBTT entitlement for excess hours referred to in this RM26.3(h) will be as follows:
 - (i) one (1) local night for up to, but not exceeding, five (5) hours excess; and
 - (ii) two (2) local nights for five (5) hours excess or more.

For the purpose of this RM26.3, the number of days away in a pattern includes the day of departure and the day of return, calculated in accordance with RM32.

RM26.4 The Company and the Association may by mutual agreement increase or decrease the MBTT for specific patterns scheduled for each bid period but the maximum provisions will be four (4) local nights except as provided in RM26.3(h) and RM20.6.3 as applicable.

RM26.5 Where a pilot will not be able to complete the MBTT to which he or she is entitled before the scheduled report time of the next pattern in the pilot's pattern line, the Company will remove the pilot from the pattern unless the Company is advised before the closing time on the normal closure day of open time flying for the pattern that the pilot will fly the pattern.

CHAPTER 7: CREDITED HOURS

RM27 Bid Period Limitations

RM27.1 Pilots will not be scheduled to exceed bid period divisor (or, if applicable, personal divisor) plus 5[2.5] ('Company Max')

A pilot will not be scheduled to exceed the bid period divisor (or, if applicable, personal divisor) plus 5[2.5] credited hours in a bid period unless the bid line allocation process allocates a bid line outside the standard window resulting from the pilot's bid for patterns having a credited hours value outside the lower limit or upper limit (with or without a 'NS' bid) of the standard window, in which case the pilot will not be scheduled to exceed his or her personal divisor plus 5[2.5] credited hours.

RM27.2 Pilots may be required to exceed bid period divisor (or, if applicable, personal divisor) plus 5[2.5] where disruptions occur

A pilot may be required to exceed bid period divisor (or, if applicable, personal divisor) plus 5[2.5] in a bid period if, after departing the base or posting on the last pattern in the bid period, the pilot is rescheduled or delayed on the line due to an unexpected disruption to the pattern.

RM27.3 Pilots cannot elect to exceed bid period divisor (or, if applicable, personal divisor) plus 10[5] without Company approval ('Crew Max')

A pilot may elect to exceed the bid period divisor (or, if applicable, personal divisor) plus 5[2.5] in a bid period, but the pilot cannot elect to exceed the bid period divisor plus 10[5] or subsequently elect for any further increase without Company approval.

RM27.4 Bid period limitations proportionately reduced if a pilot becomes a BLH for a portion of a bid period

A pilot who becomes a BLH for a portion of a bid period will have his or her 56[28] day bid period limitations proportionately reduced for each day of the bid period the pilot was not available.

RM27.5 Limitations where a BLH takes annual leave, LSL or personal leave

Despite the limitations provided by this RM27, a BLH's bid period limitations for a bid period in which the pilot takes annual leave, LSL or personal leave will be extended by the number of credited hours accrued in excess of MGH for the period of leave as determined under RM33.

RM27.6 Calculating annual leave and LSL credits for BLHs for bid period limitation purposes

For bid period limitation purposes, the calculation of credits for annual leave and LSL for BLHs is MGH divided by 56[28] per day.

RM27.7 Overprojection resulting from a standby call out

Both parties acknowledge the Company's ability to overproject a pilot resulting from a call-out from standby.

RM28 Calculation of Credited Hours for a Bid Period

RM28.1 A pilot will receive credited hours in accordance with RM28 for the calculation of pay and bid period limitations.

RM28.2 A pilot's credited hours for a bid period will be calculated in accordance with the following provisions:

- (a) when a pattern begins and ends within a bid period, the credited hours for the pattern will be credited to that bid period;
- (b) credits for each portion of the pattern which spans two (2) bid periods will be apportioned by taking the credited hours for the pattern and dividing this by the total number of roster calendar days of the pattern;
- (c) if the pilot is assigned to a pattern not contained in the pilot's original bid line and that pattern together with MBTT conflicts with a pattern or patterns in the next pattern line, the credited hours for that assigned pattern will be credited to each bid period as at the last day of the bid period. Any hours so credited into the new bid period will reduce the hours for which the pilot is pattern protected for that occasion; and
- (d) if the pilot is a BLH and/or is undergoing transitional training in both the bid period in which the pilot's pattern begins and in the next bid period, the credited hours for the pattern will be credited to each bid period as at the last day of the bid period.

RM28.3 For the purposes of RM28.2(a), and to generally determine the credited hours value of a portion of a pattern up to a specific day, a pilot's credited hours for a pattern will be the greater of:

- (a) flight hour credits;
- (b) deadhead credits;
- (c) flight hour credits and deadhead credits; or
- (d) duty period credits;

for scheduled duty periods beginning before 2359 on that specific day; OR

- (e) MDC (accruing under RM32 calculated to 2359 LT on that specific day), whichever applies;

will represent the first portion of the pattern and any balance of credited hours will represent the second portion of that pattern.

RM28.4 In computing credited hours for a pattern, the greatest of the following calculation options will apply:

- (a) flight hour credits;
- (b) deadhead credits;
- (c) flight hour credits and deadhead credits; or
- (d) duty period credits;

for scheduled duty periods; OR

- (e) MDC accruing under RM32.

RM29 Flight Hour Credits

- RM29.1 In computing the credits for hours flown, the agreed sector times from block to block on each sector will be used. Those agreed sector times will not be less than those in the Company's published timetable.
- RM29.2 For each flight hour of the agreed sector times, a pilot of an operating crew will receive one (1) credited hour pro-rated for time less than one (1) hour.
- RM29.3 In relation to:
- (a) aircraft types other than the B787 and A350, for each flight hour of the agreed sector times scheduled between 2000 (LST) and 0800 (LST) at the initial point of departure of each flight duty period, a pilot of an operating crew will, in addition, receive a credit of one third of an hour pro-rated for time less than one (1) hour;
 - (b) the B787 fleet, for each flight hour of the agreed sector times scheduled between 2000 (LST) and 0800 (LST) at the initial point of departure of each flight duty period, a pilot of an operating crew;
 - (i) where the crew complement is four (4) pilots, will not be entitled to receive any additional credit; and
 - (ii) where the crew complement is three (3) pilots, will receive a credit of one quarter of an hour pro-rated for time less than one (1) hour; and
 - (iii) where the crew complement is two (2) pilots, will receive a credit of one third of an hour pro-rated for time less than one (1) hour.
 - (c) the A350 fleet, for each flight hour of the agreed sector times scheduled between 2000 (LST) and 0800 (LST) at the initial point of departure of each flight duty period, a pilot of an operating crew;
 - (i) where the crew complement is four (4) pilots, will not be entitled to receive any additional credit; and
 - (ii) where the crew complement is two (2) or three (3) pilots, will receive a credit of one third of an hour pro-rated for time less than one (1) hour.
- RM29.4 When the provisions of RM29.1 and RM2.3.1(a) extend a sector time beyond that shown in the Company's published timetables, the extension will be deemed to take place at the end of the applicable sector and the following sector will be deemed to begin in accordance with the Company's published timetables.
- RM29.5 For A350 only, for each flight hour exceeding 16.5 hours of an agreed sector time, a pilot of the operating crew will receive a credit of one third of an hour pro-rated for time less than one (1) hour.

RM30 Deadhead Credits

- RM30.1 A pilot will receive a credit of one (1) hour for each scheduled flight hour of deadheading, pro-rated for time less than one (1) hour. The deadhead credit may not apply where a pilot returns to base or posting after being held out of service and is subsequently found to be culpable, and where any resultant penalty includes the loss of credited hours.
- RM30.2 When a pattern contains deadheading a pilot will receive MDC calculated in accordance with RM32.

- RM30.3 A pilot who is scheduled to deadhead to his or her base or posting to complete a pattern may, with the approval of the Company and subject to loading, travel on an earlier or later flight than the scheduled deadhead flight, but will receive the credits that would have been received had the pilot deadheaded to the base or posting as scheduled. In either case the pilot's duty free time will be deemed to commence as scheduled.
- RM30.4 Where a pilot's scheduled deadhead travel is delayed through no fault of the pilot, the delay will be treated as a downline disruption.
- RM30.5 When deadheading is done on surface transport, the fastest published scheduled flight time between origin and destination or comparable points will be used for determining credits. For that mode of deadheading associated with a tour of flight duty, AFDPs provided in accordance with clause 34.1 will apply for the actual duty time.
- RM30.6 When deadheading on aircraft or routes for which a schedule is not published, the greater of:
- (a) actual block time; or
 - (b) MDC,
- will be used for determining credits.
- RM30.7 Deadheading specified in RM30 will be credited as though accumulated on the aircraft type to which the pilot is currently allocated.

RM31 Duty Period Credits

RM31.1 All flying on aircraft except flying to which RM31.2 applies

When a pilot reports for a duty period within a pattern and leaves the blocks, he or she will receive a credit of one (1) hour for each two (2) hours of the scheduled duty period, pro-rated for time less than one (1) hour. When the pilot completes a pattern consisting of one (1) duty period, he or she will receive a credit of one (1) hour for each two (2) hours of the scheduled or actual duty period, whichever is the greater, pro-rated for time less than one (1) hour.

RM31.2 28 day bid period domestic rostering/flying

With respect to domestic rostering/flying done by a fleet that operates to a 28 day bid period, when a pilot reports for a duty period within a pattern and leaves the blocks, the pilot will receive a credit of 0.67 of an hour for each hour of the scheduled duty period, pro-rated for time less than one (1) hour. When the pilot completes a pattern consisting of one (1) duty period, he or she will receive a credit of 0.67 of an hour for each hour of the scheduled or actual duty period, whichever is the greater, pro-rated for time less than one (1) hour.

RM31.3 Where the duty period includes deadheading

For the purpose of this RM31, where the duty period begins and/or ends with deadheading, the duty period will be the time between scheduled departure and/or arrival time as applicable to the deadheading portion.

RM32 Minimum Daily Credit

RM32.1 Value of MDC for flying patterns

The value of MDC in relation to patterns of flying on all aircraft types is five (5) hours and 30 minutes per calendar day.

RM32.2 Determining MDC where MBTT at a pilot's base or posting is less than the prescribed time

For the purpose of determining MDC, a pilot's base or posting will be considered a stopover within a pattern where the MBTT between patterns is less than that prescribed in RM26 except where either pattern was awarded and/or flown at the pilot's request.

RM32.3 Where a pilot becomes unavailable due to personal illness or other approved reasons during a pattern

When a pilot becomes unavailable because of personal illness or due to other approved personal reasons during an awarded or assigned pattern and the pilot is unable to fly part or all of the pattern, MDC will begin at the actual or required reporting time (whichever is later) and will continue up to and including the day the pilot is unable to report for the next scheduled duty or up to and including the day of the pilot's repatriation.

RM32.4 Where a pilot becomes available again after personal illness (or other approved reasons for being unavailable) during a pattern and flies

Where a pilot becomes available again after personal illness (or non-availability due to other approved personal reasons) and flies part of the pattern affected by the non-availability or flies another pattern, MDC will not apply for the period of non-availability but will resume from the day the pilot becomes available for duty. The MDC calculation for the pattern will be adjusted by the number of 24 hour periods that the pilot was not available (that is, the duration of non-availability divided by 24, with appropriate rounding to whole calendar days).

RM32.5 Where a pilot becomes available again after personal illness during a pattern and does not fly

Where a pilot becomes available again after personal illness (or non-availability due to other approved personal reasons) and does not fly any further part of the pattern or another pattern MDC will apply for the pilot's return to his or her base or posting but not for the period of non-availability. The MDC calculation for the pattern will be adjusted by the number of 24 hour periods that the pilot was not available (that is, the duration of non-availability divided by 24, with appropriate rounding to whole calendar days).

RM32.6 Where a pilot becomes available after being unavailable due to approved personal reasons and does not fly

Where a pilot becomes available again after having been unavailable due to other approved personal reasons and does not fly any further part of the pattern or another pattern, the pilot will be returned to his or her base or posting without further credit.

RM32.7 Where a pilot is withheld from service during a pattern

The MDC for a pilot who is withheld from service during a pattern and who is subsequently found to be culpable will be measured from the actual or required

reporting time (whichever is later) to include the day the pilot was withheld from service.

RM32.8 Credited hours where a pilot reports for duty but does not leave the blocks

When a pilot at his or her base or posting reports as required for a pattern and does not leave the blocks, the pilot will receive a MDC.

RM32.9 Pattern planned to end before midnight

A pattern where a pilot is scheduled to sign-off prior to the end of the calendar day that is delayed, but off-duty prior to 0100, will not attract MDC for the additional calendar day.

RM33 Leave Credits

RM33.1 A BLH is entitled to credited hours based on the bid period divisor divided by 56[28] for each day of annual leave, LSL and personal leave. (Note: For an explanation of how pay credits for annual leave and LSL are calculated, refer to clauses 35.12 and 35.14.)

RM33.2 During transitional training a pilot is entitled to credited hours calculated in accordance with 0 for each day of annual leave, LSL or approved personal leave.

RM33.3 A PLH is entitled to credited hours for each day of annual leave, LSL or approved personal leave equal to the bid period divisor divided by 56[28]. Those credited hours will be used to offset pattern protected hours and will not be used to increase a pilot's projected credited hours except that:

RM33.3.1 credited hours for annual leave or LSL will only offset those pattern protected hours resulting from the leave;

RM33.3.2 in the case of an assignable time available pilot, the credited hours will be used to increase a pilot's projected credited hours to MGH after having first offset any pattern protected hours; and

RM33.3.3 credited hours calculated under RM33 for annual leave and LSL will be included in a pilot's pattern line at the time of pattern line construction and will increase a pilot's projected credited hours.

RM33.4 A PLH is entitled to credited hours for each day of personal leave equal to either:

RM33.4.1 where no medical certificate is supplied, the bid period divisor divided by 56[28]; or

RM33.4.2 where a medical certificate is supplied, the bid period divisor divided by 56[28] for days outside the pattern plus the average daily credit of the pattern (calculated by dividing the total value of the pattern by the number of calendar days of the pattern) for each day of a pattern that the pilot is unfit.

In relation to both calculations in RM33.4.1 and RM33.4.2, the credited hours for personal leave will be used to offset pattern protected hours and will not be used to increase a pilot's projected credited hours except that in the case of an assignable time available pilot, the credited hours will be used to increase a pilot's projected credited hours to MGH after having first offset any pattern protected hours.

RM33.5 For each day of approved special leave, a pilot is entitled to credited hours based on MGH divided by 56[28]. A PLH will be given the credit for each day of special leave

only to the extent necessary to make up any time lost from patterns relinquished due to the special leave.

RM33.6 For each day of approved defence force leave, a pilot is entitled to credited hours based on MGH divided by 56[28].

RM33.7 For bid period limitation purposes for BLHs, credits for annual leave and LSL will be the value calculated by dividing MGH by 56[28] per day.

RM34 Personal Training Credits

RM34.1 All pilots (other than a pilot undergoing transitional training) are entitled to receive MDC for each training day on which his or her personal training duties are completed. Credits for training will be paid as a passive credit and will not be given in the following circumstances:

- (a) where additional training is undertaken because the pilot:
 - (i) fails to maintain or reach the required standard of proficiency; or
 - (ii) requests additional training;
- (b) for initial route qualification referred to in clause 26.9 unless a pilot is required to make a dedicated journey to the airport to perform the duty at the Company's request;
- (c) where route qualification training is performed at a pilot's request; and
- (d) where it is a pilot's responsibility to maintain route qualification in accordance with clause 26.9.4.

RM34.2 Pilots will be paid training credits for:

- (a) three (3) recurrent simulator sessions plus MDC for a home study package (which may include a combination of simulator session briefings, videos and multi-choice questionnaires, etc.); or
- (b) at the Company's discretion, four (4) recurrent simulator sessions plus any further home study required to be undertaken (which subject to RM34.4 will attract a one for one hourly credited, pro-rated for time less than one (1) hour).

RM34.3 Where a pilot does not actually commence a simulator training period he or she will receive MDC if:

- (a) the pilot has contacted crew scheduling no earlier than 1.5 hours prior to the required report time to confirm the duty;
- (b) the duty has been confirmed; and
- (c) the pilot reports for that duty but the simulator training period has been cancelled.

RM34.4 In addition to these provisions, the Company may schedule up to six (6) hours of unpaid home based study programs (based on the designed length of the course) in each calendar year to a maximum of six (6) programs.

RM35 Additional Credits

RM35.1 Circumstances in which additional credited hours will apply

In addition to the credited hours computed in accordance with RM28, a pilot will receive credited hours under the following circumstances:

RM35.2 Deadheading to and from a basing or posting

RM35.2.1 A pilot who deadheads to take up an assigned basing or posting or to return from an assigned basing or posting will be credited with MDC for each calendar day of deadheading.

RM35.2.2 A pilot who deadheads to take up an awarded basing or posting or to return from an awarded basing or posting will not accrue credited hours for the deadhead travel.

RM35.3 Standby duty credit

RM35.3.1 MDC applies for each standby duty.

RM35.3.2 If a pilot on standby is called out and leaves home at the Company's request but does not sign on, the pilot will be paid a call out fee of three (3) credited hours additional to the standby credit if at any time during the intervening period, the Company cancels the call out.

If a pilot on standby is called out and signs on for a pattern/duty, the standby duty will cease at the planned sign on time for the pattern. The credit for the standby duty will be MDC multiplied by the actual duration of the standby duty divided by the planned duration of the standby duty.

RM35.4 Credit for operating during other pilots' training

A pilot who is required to position from his or her base or posting for duty as an operating pilot or safety pilot engaged in training other pilots will receive:

- (a) flight hour credits;
- (b) deadhead credits;
- (c) flight hour credits and deadhead credits;
- (d) MDC; or
- (e) duty period credits,

whichever is greatest.

RM35.5 Credits for simulator support

RM35.5.1 A pilot who is required as an operating pilot in a flight simulator engaged in training other pilots will receive MDC for the occasion.

RM35.5.2 A pilot will receive MDC for a simulator session where the required briefing commencement time has passed and the session is subsequently cancelled.

RM35.6 Credits for additional sectors after the 15-4 contact obligation

The Company will not place additional sectors on the front end of a pattern after the 15-4 contact obligation has been made (i.e. contact by a pilot that is not more than 15 hours and not less than four (4) hours before the scheduled departure time of a pattern) without the pilot's agreement, unless there is no other way to crew the

service. If sectors are added in such circumstances, the flight hour value of the additional sector(s) will be paid as additional credited hours.

RM35.7 Training out of base or posting

A pilot will receive deadhead credits (in addition to any applicable training credit) on any day where a pilot attends a training duty (including but not limited to personal training, EPs, security and simulator support sessions) away from his or her base or posting provided that the deadhead credit only applies where a credit applies to the training duty. Where the training duty credit is passive and it is a requirement to deadhead the day before, on or after a training duty the Company will have the discretion to make the deadhead credits active or passive. Deadhead flights associated with ground training duties (including but not limited to personal training, EPs, security and simulator support sessions) at a location other than the pilot's base or posting will be rostered using the latest available flight to the training duty and the first available flight returning to the pilot's base or posting after the conclusion of the training duty, subject to allowing for reasonable ground travelling times to and from the respective training location.

RM36 Transitional Training Credits

RM36.1 Where a pilot has not failed a training program for seven (7) years

A pilot who has not failed a transitional training program for seven (7) years is entitled to credited hours based on each relevant bid period divisor, divided by 56[28] for each day of the transitional training period.

RM36.2 Where a pilot has failed a training program in the preceding seven (7) years

A pilot who has failed his or her last transitional training program within the preceding seven (7) years is entitled to credited hours based on MGH divided by 56[28] for each day of the transitional training period.

RM36.3 Where a pilot is given credited hours for approved leave

The provisions of RM36.1 and RM36.2 will not apply where a pilot is given credited hours for approved leave in accordance with RM33.2 and RM33.4.

RM36.4 Calculating credited hours for transitional training

At the end of a transitional training period within a bid period or at the end of a bid period within a transitional training period, a pilot's accrued credited hours for transitional training during that bid period will be the greater of:

- (a) the sum of credited hours given for transitional training and approved leave during the transitional training period; or
- (b) the sum of credited hours given for duties during the transitional training period.

RM36.5 Minimum pay for the bid period in which transitional training commences

RM36.5.1 Situation 1

- (a) A pilot who has not failed a transitional training program for seven (7) years and who commences a transitional training program is entitled to minimum pay for the bid period in which the training commences calculated as the lesser of:

- (i) the original value of the pattern line; and

- (ii) the relevant bid period divisor.
- (b) For the two (2) bid periods in which the pilot is a PLH (where the pilot is not on annual leave or LSL) following completion of transitional training, the pilot will be considered assignable time available. The pilot may be required to offset the number of credited hours so determined within the next two (2) bid periods during which the pilot is a PLH.
- (c) The number of credited hours for which the pilot will be assignable time available will be determined by dividing the monetary amount of pattern protection resulting from the difference between the hours determined in RM36.5.1(a) and MGH (or accrued credited hours, if greater) by the pilot's new total hourly pay rate. This will apply until offset or relinquished by the pilot.
- (d) Offsets may be pre-assigned to take place in the first 14 days of the pilot's first bid period as a PLH in the new category. If the Company has not recouped hours associated with this pattern protection within two (2) bid periods when the pilot is a PLH, all obligations by the pilot under RM36.5.1 will cease.

RM36.5.2 Situation 2

- (a) A pilot who has not failed a transitional training program for seven (7) years and who is a PLH in a bid period during which transitional training commences will be entitled to credited hours for the bid period calculated as the greater of:
 - (i) credited hours in accordance with RM36.1; or
 - (ii) the credited hours value of the bid period divisor, if the relevant transitional training period had not been advertised prior to the closure time for bidding for that bid line.
- (b) If, at the time the transitional training vacancy was allocated, a pilot's projected credited hours are less than the bid period divisor, the pilot will be protected to the value of projected credited hours at that time.
- (c) A pilot whose pay is protected in accordance with RM36.5.2 will be considered to be an assignable time available pilot, based on the number of credited hours for which the pilot is protected, for the portion of the bid period during which he or she is not undergoing transitional training.

RM36.6 Pay for the bid period in which transitional training is successfully completed

- RM36.6.1 A pilot who successfully completes a transitional training program is entitled to a minimum pay for the bid period calculated as the greater of:
 - (a) minimum guaranteed pay; or
 - (b) the pay the pilot would have received in accordance with RM36.1 had the pilot continued on transitional training for the entire bid period.
- RM36.6.2 During the period of the bid period when a pilot is a BLH in the new category the pilot will be considered assignable time available until the projected credited hours for that bid period multiplied by the actual rates of pay applicable during the bid period, equal or exceed the value of that pay entitlement for the bid period.

RM37 Early Sign On

RM37.1 The Company may nominate an earlier sign on time for:

- (a) non-simulator route qualifications;
- (b) control checks; and
- (c) small periods of non-simulator training (e.g. contaminated runways) for a maximum of half an hour,

on the basis of one for one credits for additional time, and the tour of duty is based on the earlier (new) sign-on time.

RM37.2 The Company may offer an earlier sign on time for recency in the simulator. If the offer is accepted it will be on the basis of an additional payment of one for one credit for any required simulator and briefing time, and the tour of duty is based on the earlier (new) sign on time. Rejection of the offer does not constitute rejection of a training offer.

RM38 Banking Hours

RM38.1 A pilot whose projected credited hours by assignment exceeds the bid period divisor (or, if applicable, personal divisor) plus 5[2.5] hours, may bank the excess hours rather than taking them as pay, and do any one (1) of the following:

- (a) opt to be paid the hours banked (on written request, with sufficient notice in pay period 2);
- (b) use the excess hours to offset any pattern protection;
- (c) at the discretion of Aircrew Operations, use the hours to drop a future pattern (may not be confirmed until normal closure of open time for the pattern) provided however the pilot must indicate the desire to drop a particular future pattern before the normal closure of open time with respect to that pattern. Where a pilot changes category it will be the dollar value of credited hours that can be used in the higher category; or
- (d) at the discretion of Aircrew Operations, have the excess hours pre-allocated to a future bid period (with respect to which the pilot can bid for flying as per normal bidding arrangements) if the pilot does not have the ability to drop the hours before the bid period ends. Where a pilot changes category it will be the dollar value of the credited hours that can be used in the higher category.

CHAPTER 8: PATTERN PROTECTION

RM39 Meaning of Pattern Protection

RM39.1 If a PLH is qualified in all respects to fly a pattern allocated under the provisions in the Agreement and, through no personal fault, is unable to fly all or part of the pattern ('loses time from a pattern'):

RM39.1.1 the pilot will receive projected credited hours in accordance with RM40;

RM39.1.2 the pilot will be known as a 'pattern protected pilot'; and

RM39.1.3 the number of credited hours a pilot loses from a pattern and in respect of which he or she is entitled to pattern protection, will be known as the 'pattern protected hours' for that occasion.

RM40 How Pattern Protected Hours are Calculated in the Circumstances under which Pilots are Entitled to Pattern Protection

Pattern protected hours are calculated in accordance with RM40.1 to RM40.6 inclusive which describe the circumstances under which pilots are entitled to pattern protection.

RM40.1 No conflict between patterns

RM40.1.1 Where a pilot loses time from a pattern and the loss of time is not due to a conflict between patterns, the number of pattern protected hours will be calculated as being the difference between the credited hours value of the scheduled pattern and the credited hours for that part of the pattern actually flown by the pilot, and will apply where:

- (a) the pattern is disrupted downline;
- (b) the pattern is cancelled;
- (c) the pattern is rescheduled;
- (d) the pattern is operated with a different aircraft type on which the pilot is not qualified to fly;
- (e) the pilot is displaced from the pattern by the Company;
- (f) the pilot is removed from the pattern for training in accordance with clauses 26.3 and 26.10.3;
- (g) the pilot is not qualified to fly the pattern in accordance with clause 26.9; or
- (h) the pilot is withheld from service due to an aircraft accident or incident and no negligence is attributable to the pilot.

RM40.1.2 A pilot will not lose time from a pattern because of a fast flight on any sector, in which circumstance the pilot will receive the credited hours value of the scheduled pattern and will not be considered to be pattern protected for this occasion.

RM40.2 Conflict between patterns due to assignments and/or standbys

RM40.2.1 Subject to RM40.2.2, where a pilot is allocated a pattern (including the MBTT associated with the pattern) that conflicts with the pilot's next

allocated pattern as originally scheduled on his or her pattern line or from open time or would result in the pilot exceeding Aviation Regulatory Authority limitations during the next allocated pattern (if flown), the Company will remove the patterns or part of the patterns infringed or causing the limitations. In these circumstances, the number of pattern protected hours will be calculated as being the difference between the credited hours value of the next allocated pattern as originally scheduled on his or her pattern line or from open time and the credited hours for the removed/adjusted pattern or patterns, and will apply where the pattern:

- (a) resulted from an awarded or assigned standby duty;
- (b) was assigned under RM68 at Priority 13;
- (c) was assigned whilst the pilot was serving as a BLH; or
- (d) was assigned to offset assignable time available hours and the assigned pattern conflicts with a pattern or patterns in the pilot's next allocated pattern line.

RM40.2.2 Where the conflicting patterns commence in different bid periods the number of pattern protected hours will be calculated by subtracting any credited hours accrued in the new bid period in accordance with RM28.2 from the credited hours value of the removed/adjusted pattern or patterns as originally scheduled.

RM40.3 **Conflict between patterns due to downline disruption**

RM40.3.1 Subject to RM40.3.3, where a pilot's pattern is disrupted downline and the disrupted pattern (including the MBTT associated with the pattern) conflicts with the pilot's next allocated pattern on his or her pattern line or from open time or would result in the pilot exceeding Aviation Regulatory Authority limitations during the next allocated pattern or patterns (if flown), the Company will remove the patterns or part of the patterns infringed or causing the limitations and the number of pattern protected hours will be calculated as being the difference between the credited hours value of the pattern causing the removal/adjustment and of the next allocated pattern as originally scheduled on his or her pattern line or from open time and the credited hours for the adjusted pattern.

RM40.3.2 Where the disrupted pattern had been allocated to offset pattern protected hours:

- (a) the credited hours accrued for the disrupted pattern will reduce and offset the pilot's pattern protected hours; and
- (b) any credited hours remaining from the disrupted pattern (after the offset in RM40.3.2(a)) will be subtracted from the credited hours value of the next allocated pattern as originally scheduled on his or her pattern line or from open time and the difference resulting from that subtraction will be pattern protected hours.

RM40.3.3 Where the conflicting patterns commence in different bid periods the number of pattern protected hours will be calculated by subtracting any credited hours accrued in the new bid period in accordance with RM28.2 from the credited hours value of the removed/adjusted pattern or patterns as originally scheduled.

RM40.4 **Overprojection**

Where a pilot:

- (a) flies a pattern resulting from an allocated standby duty; or

(b) flies a pattern assigned under RM68 at Priority 14,

and the pilot relinquishes projected credited hours in accordance with RM71.10, the number of pattern protected hours will be calculated by subtracting the remaining projected credited hours from the personal divisor plus 5[2.5]. However, where the Company removes projected credited hours in accordance with RM71.11 rather than the pilot relinquishing them in accordance with RM71.10, the number of pattern protected hours will be calculated by subtracting the remaining projected credited hours from the bid period divisor plus 10[5] or if the pilot was already overprojected and, if greater, from the credited hours to which the pilot was projected prior to accruing the additional credited hours.

RM40.5 **Personal leave**

RM40.5.1 If a pilot is entitled to personal leave in accordance with clause 39 and:

- (a) the pilot loses time from an allocated pattern or patterns due to personal leave, the pilot will be pattern protected for the credited hours value of each pattern as published in the pattern line at the time it was allocated;
- (b) after commencing a pattern, the pilot loses time from the pattern due to personal leave, the pilot will be pattern protected and the number of pattern protected hours will be calculated by subtracting the credited hours accrued for that part of the pattern actually flown, from the total credited hours value of the pattern.

RM40.5.2 However, if a pilot loses time from a pattern allocated under the open time provisions due to personal leave, he or she will not be entitled to pattern protection unless RM40.5.1(a) applies.

RM40.6 **Annual leave, LSL and jury duty**

RM40.6.1 Where a pilot is granted annual leave or LSL or is on jury duty and is unavailable to fly a pattern or patterns because of the leave or jury duty, the pilot will be pattern protected for the credited hours value of the pattern or patterns at the time they were allocated.

RM40.6.2 A pilot who takes approved leave other than annual leave or LSL or leave to attend for jury duty, will not be entitled to pattern protection.

RM40.6.3 Regardless of the number of patterns the pilot is unavailable to fly as a result of a period of leave, pattern protection for the duration of the leave will be considered to be only one (1) pattern protected occasion, except that where the leave begins in one bid period and ends in another, a pattern protected occasion will be created for each bid period.

RM40.6.4 If a pilot loses time as a result of having his or her approved annual leave or LSL (allocated to a PLH at the time pattern lines are constructed) cancelled, deferred or disrupted by the Company after pattern lines have been allocated, the pilot will be pattern protected in accordance with RM43.9 unless the Company and the Association agree that pattern protection will not apply in the circumstances.

RM40.6.5 Where a pattern line cannot be constructed to the lower limit of the standard window due to planned leave, a pilot will be pattern protected subject to being available for offsets in accordance with RM43.9.

RM41 Calculating Pay and Flight Time Limitations Having Regard to Pattern Protected Hours

RM41.1 Pattern protected hours which have been accrued, but not offset, in a bid period will be taken into account for the purpose of calculating:

- (a) pay; and
- (b) bid period limitations.

RM41.2 Pattern protected hours will be paid at the pilot's appropriate hourly rate of pay applicable at the time the pattern protected occasion occurred.

RM42 Dropping Pattern Protection

RM42.1 A pilot may drop pattern protection (but cannot project himself or herself below 132 hours without the Company's approval) by advising Aircrew Operations within 36 hours of his or her first contact with the Company or accessing CIS (or other on-line portal) and accepting notification of the pattern protection. The pilot will be deemed to be a time available pilot and have Priority 1B status in open time to recover the dropped time available hours. However, Priority 1B will only apply to allow the pilot to achieve credited hours up to the value to which the pilot was projected prior to becoming pattern protected. The pilot will have Priority 6 status in open time for projected credited hours with respect to any bid for open time flying that would take the pilot above the value to which the pilot was projected prior to becoming pattern protected.

RM42.2 A pilot who drops pattern protection will be paid accrued credited hours.

RM43 Offsetting Pattern Protected Hours

RM43.1 **Company may require pattern protection to be offset**

The Company may require a pilot to offset pattern protection in the circumstances set out in RM43.

RM43.2 Offering or awarding open time flying or other duty to a pattern protected pilot

A pattern protected pilot may:

RM43.2.1 bid for, and be awarded, open time flying in accordance with Chapter 12;

RM43.2.2 be offered open time flying and/or other duty up to the time:

- (a) the pattern protection is completely offset;
- (b) the Company exercises its right to assign;
- (c) the pilot rejects the pattern protection;
- (d) the pilot's bid period ends; or
- (e) the pilot's period of availability ends in accordance with RM43.10.

RM43.3 **Pilot's right to reject offer of open time or other duty without losing pattern protection**

A pattern protected pilot may decline to accept an offer or offers of open time or other duty without losing or affecting the pattern protected hours. Rejection of an offer to

offset pattern protection with credits for training will not be construed to be a rejection of an offer of training.

RM43.4 Rate at which pattern protection is offset

If a pattern protected pilot flies open time or performs a duty that is offered and/or awarded:

- (a) open time under Chapter 12;
- (b) standby under RM61;
- (c) simulator support under RM62;
- (d) for route qualification purposes; or
- (e) for recency purposes,

the credited hours accrued for the duty and any resulting patterns or duty will offset the pattern protected hours to which the pilot is entitled at the rate of one for one. Pattern protected hours resulting from sick leave on half pay or sick leave without pay will be offset before pattern protected hours at full pay are offset.

RM43.5 When the obligation to offset pattern protected hours is extinguished

If the credited hours accrued by a pattern protected pilot for performing a duty awarded or offered under Chapter 12, RM61 and RM62 any resulting patterns or any other duty do not fully offset all the pattern protected hours to which the pilot is entitled, the pilot may bid for, or the Company may offer and the pilot may accept further open time flying or standby duty up to the time (whichever occurs first) that:

- (a) the pattern protection is completely offset;
- (b) the Company exercises its right to assign duty;
- (c) the pilot rejects the remaining pattern protection;
- (d) the pilot's bid period ends; or
- (e) the pilot's period of availability ends under RM43.10.

RM43.6 Company's right to assign open time flying or other duty to a pattern protected pilot who declines an offer of open time flying or other duty

If a pattern protected pilot declines to accept an offer of open time flying (or other duty provided for in RM35, the Company may assign the pilot to that open time flying or that other duty, in accordance with the following rules:

RM43.6.1 Number of offsets available to the Company

- (a) The pilot can only be assigned to two (2) patterns or two (2) other duties provided for in RM35 or a combination of a pattern and a duty for each pattern protected occasion. In the case of personal leave the pilot may be assigned patterns or other duties in combination to a limit of three (3) occasions.

Note: For a pattern that overlaps two bid periods the maximum number of offsets is two (2) (refer to RM4.6.2(a)) or in the case of personal leave three (3).

- (b) In making an assignment under RM43.6, the Company will inform the pilot of the pattern protected occasion or occasions which produced the pattern protected hours and the number of pattern protected hours remaining for that occasion.

- RM43.6.2 **Each pattern protected occasion can be treated separately or combined**
- Within a bid period, the Company can treat each occasion of pattern protection as a separate occasion or combine two (2) or more separate occasions and treat them as one (1) pattern protected occasion. In making an assignment under RM43.6, the Company will select and designate the pattern protected occasion or occasions it wishes to offset with each assignment regardless of the order in which the pattern protected occasions occurred. The Company will also inform the pilot of the pattern protected occasion or occasions that produced the pattern protected hours and the number of pattern protected hours remaining for that occasion. The making of such an assignment will in no way affect the Company's right to make assignments with respect to prior or subsequent pattern protected occasions.
- RM43.6.3 **Open time or other duty assigned not to interfere with any other pattern or MBTT**
- An open time pattern or other duty provided for in RM35 which is assigned to a pattern protected pilot will not interfere with any other pattern in the pilot's pattern line for the then current bid period or the next bid period or with the MBTT entitlement except as provided in RM61.
- RM43.6.4 **Duty assigned to offset pattern protected hours must not overproject a pilot to exceed divisor plus 5[2.5]**
- An open time pattern or standby duty (and any pattern resulting from that duty) or other duty provided for in RM35, assigned to a pattern protected pilot can be of more or less credited hours than the pattern protected hours but cannot project the pilot to exceed the bid period divisor (or, where applicable, personal divisor) plus 5[2.5] credited hours, or the credited hours to which the pilot is projected at that time, whichever is greater.
- RM43.6.5 **Declining to accept assigned pattern or duty resulting in loss of remaining pattern protected hours for that occasion**
- The pilot may decline to accept the assigned pattern or other duty provided for in RM35, and by so doing will lose all the remaining pattern protected hours for that occasion.
- RM43.6.6 **Assigned duty offsets pattern protected hours on a one for one basis**
- The credited hours accrued for an assigned pattern, standby duty (and any other pattern resulting from that duty) or other duty provided for in RM35 will offset and diminish the remaining pattern protected hours entitled for that occasion on a one for one basis. Pattern protected hours resulting from sick leave on half pay or sick leave without pay will be offset before pattern protected hours, at full pay.
- RM43.6.7 **Accepting an assignment that does not fully offset will result in fixed pattern protection**
- If a pattern protected pilot accepts an assignment and the credited hours accrued for the assigned pattern, standby duty (and any pattern resulting from that duty) or other duty provided for in RM35, do not fully offset all the remaining pattern protected hours for that occasion, the pattern protected hours still remaining for that occasion will become fixed and will be credited to the pilot and will not be subject to any later offset.

RM43.7 Pattern protected hours are completely offset by an assigned duty

Once a pilot accepts an assignment to offset pattern protection, any remaining pattern protected hours resulting from the occasion or occasions which are subject to the assignment will not be subject to further offset by the allocation of additional open time flying or other duty.

RM43.8 No pattern protection for BLHs

RM43.8.1 A pilot who is a BLH will accrue credited hours for patterns and/or duties performed but will not be entitled to pattern protection.

RM43.8.2 Where a PLH becomes a BLH for a portion of a bid period, he or she will retain any pattern protected hours accrued during the period as a PLH.

RM43.9 Offsettable pattern protection: Pilot to be available for offers/assignments to offset pattern protection for the duration of the bid period (general circumstances)

RM43.9.1 Subject to RM43.9.2 and RM43.9.3, from the time the Company informs a pilot that he or she is a pattern protected pilot until either:

- (a) the end of the pilot's bid period or, in the case of pattern protection generated by a period of personal leave, 56 days after the end of the period of the personal leave, whichever occurs later;

OR

- (b) the pattern protection obligation ceases;

whichever occurs first, the pilot will be available for offers and/or assignments of patterns and/or other duties as provided in RM35 and/or the offer of other duties.

RM43.9.2 The pilot is not required to be available for contact on any designated or redesignated duty free days scheduled in the pattern line once those duty free days have commenced.

RM43.9.3 Where, in the case of personal leave, a pilot's obligation to offset pattern protection extends into the 56 day period referred to in RM43.9.1(a), the duty or duties allocated to offset that pattern protection will be contained within the 56 day period. However, where a pilot is a BLH in the bid period immediately following the bid period in which he or she reported unfit for duty, the obligation to offset the resulting pattern protection, for the number of pattern protected hours and the period of availability, will be deferred to his or her next pattern line.

RM43.9.4 RM43.9 applies where:

- (a) the pattern is disrupted downline except as provided in RM43.11.1(d);
- (b) the pattern is cancelled;
- (c) the pattern is rescheduled;
- (d) the pattern is operated with a different aircraft type on which the pilot is not qualified to fly;
- (e) the pilot is on annual leave or LSL;
- (f) the pilot is unavailable because of personal illness;
- (g) the pilot is withheld from service due to an aircraft accident or incident and no negligence is attributable to the pilot provided

that the pilot is not required to offset credited hours for a pattern (or patterns or portions of patterns) during the period the pilot is withheld from service, in which case the pattern protected hours become fixed;

- (h) the pattern or duty is assigned to the pilot whilst serving as a BLH;
- (i) the pilot relinquishes projected credited hours or the Company removes projected credited hours under RM40.4 (dealing with over projection);
- (j) the pattern was assigned to offset assignable time available hours and the assigned pattern conflicts with the first pattern or patterns in the next pattern line;
- (k) the pilot is required to attend for jury duty;
- (l) annual leave or LSL (allocated to a PLH at the time pattern lines are constructed) is cancelled, deferred or disrupted by the Company after pattern lines have been allocated;
- (m) a pilot has been disadvantaged in the bid line allocation process due to an error in the data used, in which case the pilot will be pattern protected to the bid period divisor and will be available for offsets in accordance with RM43.9; or
- (n) a pilot is a short PLH.

RM43.10 Pattern limited pattern protection: Pilots to be available for offers/assignments to offset pattern protection for the duration of the pattern (where related to training, qualifications or displacement)

RM43.10.1 In circumstances where a pilot is:

- (a) removed from a pattern for training (through no personal fault of the pilot);
- (b) removed from a pattern because the pilot (through no personal fault) is not qualified; or
- (c) displaced from a pattern by the Company (other than where the pattern is to be flown by a supervisory pilot for reasons other than training or checking purposes); and
- (d) the pilot has been advised that he or she is entitled to pattern protection,

the pilot is required to contact the Company on the day prior to the pattern limited pattern protected occasion. The pilot must also comply with the last DDFD call in procedure as detailed in RM54. Any pattern or other duty as provided in RM35 assigned under this RM43.10 is to take place during the period of the pattern (or patterns or portions of patterns) from which the pilot is removed or displaced.

RM43.10.2 Where a pilot is removed (through no personal fault) for his or her training or because the pilot is not qualified, any training or qualification may be assigned during the period of the pattern (or patterns or portions of patterns) from which the pilot is removed or at another time consistent with the provisions in the Agreement.

RM43.10.3 Where a pilot is displaced in accordance with RM43.10.1(c) and placed on standby and subsequently required to operate a flight, the Company must return the pilot to his or her base or posting within the period of the pattern from which the pilot was displaced.

RM43.11 Fixed pattern protection: When pattern protected hours do not have to be offset

A PLH who becomes entitled to pattern protection is not required to offset pattern protection in circumstances where:

RM43.11.1 the pilot loses projected credited hours because:

- (a) he or she was required to operate a pattern resulting from an allocated standby duty;
- (b) of a pattern assigned under Priorities 12 and 14 of RM68;
- (c) he or she was displaced from a pattern by the Company for a Supervisory pilot not performing training or checking duties;
- (d) the pattern was disrupted downline and the pilot accrued for that pattern, flight hour credits and/or deadhead credits to a value of not less than 85 percent of the flight hour credit and/or deadhead credit value of the patterns as at the reporting time to commence the pattern. (*Note: This provision does not apply in cases where the disruption was caused by a pilot's own sickness or non-availability*); or
- (e) he or she was displaced for a pilot who failed to maintain the required standard or demonstrated a below standard performance and who required additional training;

RM43.11.2 the pattern protection is 30 minutes or less (resulting from a schedule or aircraft gauge change); or

RM43.11.3 the pilot reports unfit for the whole of a pattern and subsequently provides a medical certificate (in which case the sick leave credit will equal the credited hours for the pattern).

RM43.12 Multi-offsettable pattern protection: Multiple offsets if a pilot does not meet a contact obligation or is assignable time available or does not satisfactorily complete a cyclic simulator session

RM43.12.1 If a pilot does not meet a contact obligation

A pattern protected pilot will become subject to multiple offsets of the credited hours value of a specific pattern (or for the value of the amended pattern if that specific pattern is disrupted downline) if:

- (a) the pilot does not meet a contact obligation in accordance with the Agreement; and
- (b) as a result, the Company is unable to offer and/or assign that specific pattern protection offset to the pilot,

for a period not exceeding 112 days (exclusive of any leave) commencing on the day after the day on which the pilot did not meet the contact obligation.

RM43.12.2 If a pilot is assignable time available

An assignable time available pilot will become subject to multiple offsets until all time available hours have been offset.

RM43.12.3 Unsatisfactory cyclic simulator session

A pattern protected pilot who does not satisfactorily complete a session of cyclic simulator training that results in the pilot being unavailable for subsequent flying duties, will become subject to multiple offsets for a period not exceeding 56 days commencing on the day after the day of the unsatisfactory cyclic simulator session.

RM43.13 Pattern protection for fleets that operate to 28 day bid periods

RM43.13.1 Pattern protection will be calendar day limited

All pattern protection (for International flying and Domestic flying) that does not arise as a result of personal leave will be calendar day limited, unless RM43.12 applies. This means that offsets to pattern protection can occur outside the period of the original pattern from 0001 local time on the first calendar day of the original pattern up to 2359 local time on the last calendar day of the original pattern ('Calendar Day Window').

RM43.13.2 Pattern protection in excess of MDC calculations for International flying

In addition to RM43.13.1, for International flying only, pattern protection hours arising in excess of MDC calculations will be fixed. The remaining hours are available for offset as set out in RM43.13.1 (e.g. if a four (4) day pattern of International flying worth 25 credited hours is subject to pattern protection the hours in excess of 22 hours (4 x MDC) are fixed (3 hours). The remaining 22 hours are available for offset).

RM43.13.3 Personal leave pattern protection

All personal leave pattern protection will remain subject to the current rules set out in Chapter 8.

RM43.14 Overprojection can offset low or short line pattern protection

Where a BLH is called from standby to operate a pattern which overlaps into the following bid period, any credited hours accruing from that pattern which cause overprojection in that following bid period may be used to offset any pattern protection arising due to the allocation of a low line or a short line to that pilot in that bid period. This calculation will take place before any payments are made under the provisions of the Agreement.

CHAPTER 9: DUTY FREE TIME AT A PILOT'S BASE, POSTING OR LOCALISED LINE

RM44 Entitlement to Duty Free Time

A pilot is entitled to receive duty free time at his or her base, posting or localised line in accordance with this Chapter 9.

RM45 Measuring a Duty Free Period

RM45.1 Duty free periods:

- (a) of 24 consecutive hours; or
- (b) in excess of 24 consecutive hours but not exceeding 35 hours and 59 minutes,

will be regarded as one (1) 24 hour duty free period.

RM45.2 Duty free periods of 36 consecutive hours but not exceeding 47 hours and 59 minutes will be regarded as one and one-half (1.5) 24 hour duty free periods etc.

RM45.3 Except as otherwise provided in RM45, a duty free period of less than 24 consecutive hours between duties will be disregarded.

RM46 Scheduling Duty Free Days into Bid Lines

The Company will schedule and indicate 18[9] DDFDs on each bid line subject to the following:

RM46.1 Grouping DDFDs for BLHs

RM46.1.1 For BLHs, DDFDs will be scheduled and indicated in groups comprising at least 2[1] periods of three (3) days and 6[3] periods of two (2) days and will be evenly distributed throughout the bid period.

RM46.1.2 Aircrew Operations may approve a request from BLHs on one (1) occasion only in any bid period to have one (1) group of DDFDs moved to combine with another group of DDFDs to provide no more than five (5) consecutive DDFDs.

RM46.2 When DDFDs are pro-rated

RM46.2.1 A pilot who becomes a BLH for part of a bid period is entitled to a pro-ration of DDFDs.

RM46.2.2 Where a pilot has annual leave or LSL in a bid period, the number of DDFDs or RDFDs in the period of leave will not exceed the number of days' leave in the bid period divided by 56[28] and multiplied by 18[9].

RM46.3 Number of duty free periods over two (2) consecutive bid periods

A pilot who is a bid line holder for two (2) consecutive bid periods standing alone (e.g. bid periods 1 and 2, 3 and 4 etc) will have 44[22] duty free periods each of 24 hours measured in accordance with RM45.

RM46.4 Redesignating infringed DDFDs if a pilot flies assigned open time flying

If a pilot's DDFDs are infringed when the pilot flies assigned open time flying or performs assigned duties, the DDFDs will be redesignated in accordance with RM47 and RM48.

RM46.5 Advancing or retarding DDFDs by agreement

DDFDs in a pilot's bid line may be advanced or retarded by agreement between the pilot and the Company.

RM47 Specific Provisions relating to Pattern Line Holders and Redesignating Designated Duty Free Days

RM47.1 Circumstances when a PLH's DDFDs can be infringed

A PLH's DDFDs may be infringed under the following circumstances:

- RM47.1.1 when the pilot returns to his or her base or posting from a pattern scheduled in the bid line, or a substituted pattern, later than scheduled on the original bid line and that late return conflicts with a DDFD or DDFDs;
- RM47.1.2 when a pattern or duty scheduled in the previous bid line conflicts with a DDFD or DDFDs scheduled in the next bid line;
- RM47.1.3 when a ground duty extends beyond midnight and infringes a DDFD;
- RM47.1.4 when the Company is unable to assign the pilot to a training day on other than a DDFD;
- RM47.1.5 when the pilot is assigned:
 - (a) a pattern under RM68 at Priorities 12 or 14;
 - (b) a standby under RM61 at Priority 10; or
 - (c) a simulator support duty under RM62 at Priority 10, and that duty conflicts with a DDFD or DDFDs;
- RM47.1.6 when the pilot is assigned a pattern or duty as an assignable time available pilot or as a pattern protected pilot and that pattern or duty conflicts with a DDFD or DDFDs;
- RM47.1.7 when the pilot is awarded a pattern or duty and that pattern or duty conflicts with a DDFD or DDFDs.

RM47.2 Rescheduling infringed DDFDs

- RM47.2.1 DDFDs infringed in the circumstances set out in RM47.1.1 to RM47.1.5 inclusive will be rescheduled to be taken as soon as possible after the pattern or duty causing the delay but without interfering with the pilot's next scheduled pattern or duty.
- RM47.2.2 DDFDs infringed in the circumstances set out in RM47.1.6 will, where possible, be rescheduled to be taken as soon as possible after the pattern or duty causing the delay but without interfering with the pilot's next scheduled pattern or duty. If it is not possible to redesignate the infringed duty free days to occur later in the bid period they may be redesignated to occur earlier in the bid period in which event Aircrew Operations will give the pilot as much prior notification as possible of the rescheduled days but in no event will that notification be less than one (1) clear calendar day before the commencement of the proposed RDFDs unless otherwise agreed between the pilot and Aircrew Operations.

RM47.2.3 Where the pilot is awarded a pattern or duty and that duty conflicts with DDFDs, the infringed day or days will be reallocated to be taken as soon as possible. If the awarded pattern was a trade with open time, and the pattern infringes the pilot's DDFDs, the infringed day or days will, if possible, first be reallocated to be taken during the MBTT applicable to the pattern. If it is not possible to reallocate all of the infringed days during the MBTT applicable to the pattern, any remaining days will be reallocated to be taken as soon as possible. DDFDs reallocated in accordance with RM47.2.3 will not be treated as RDFDs. If a PLH trades a pattern of open time flying with a pattern or patterns of flying already allocated to that PLH, any DDFDs infringed as a result of the trade will be redesignated but only within the bid period in which the trade takes place.

RM47.3 Redesignating duty free days if 18[9] DDFDs are not taken before the end of a bid period

If a PLH has not completed 18[9] entire DDFDs or RDFDs before a bid period ends, the Company will redesignate the shortfall in the pilot's next bid line unless the pilot was awarded a pattern and that pattern conflicts with DDFDs. The redesignation of infringed DDFDs is subject to the following:

- (a) if the pilot is a PLH in the next bid period, the DDFDs will be rescheduled to be taken as soon as possible after the pattern or duty causing the delay but without interfering with the pilot's next scheduled patterns or duty; or
- (b) if the pilot is a BLH in the next bid period, the duty free days will be redesignated in accordance with RM48.4.

RM47.4 Available days are duty free periods but a pilot is obliged to be available for contact with the Company

RM47.4.1 A PLH who is not:

- (a) an assignable time available pilot; or
- (b) a pattern protected pilot,

is entitled to consider that all Available Days on his or her pattern line are duty free periods except where the pilot has been awarded or assigned a specific duty on one or more of those Available Days.

RM47.4.2 Despite RM47.4.1, the pilot is required to check with Aircrew Operations on the last day of each group of DDFDs which precede an Available Day or days. If, at the time of the check, no duty is allocated or confirmed, the Available Days may be treated by the pilot and the Company as duty free periods.

RM47.5 Time free of duty and contact requirements for assignable time available pilots and/or pattern protected pilots

An assignable time available pilot and/or a pattern protected pilot:

RM47.5.1 is considered to be free of duty from the cessation of one (1) contact period until the commencement of the next contact period but the Company may disregard the pilot having been available for contact periods and count that time as having been duty free; and

RM47.5.2 is not required to be available for contact or to advise the Company of his or her whereabouts during Available Days except as specified in Chapter 10.

RM48 Specific Provisions relating to Blank Line Holders and Redesignating Infringed Designated Duty Free Days

RM48.1 Circumstances when DDFDs may be infringed

A BLH may have DDFDs infringed where:

- (a) a pattern contained in the pilot's previous bid line or a specific duty assigned in the previous bid period conflicts with DDFDs at the beginning of the next bid period;
- (b) the pilot is assigned a pattern or a duty that conflicts with DDFDs;
- (c) the Company is unable to assign the pilot to a training day on a day other than a DDFD;
- (d) a ground duty extends beyond midnight and infringes a DDFD; or
- (e) the pilot bids for and is awarded a pattern of open time that infringes DDFDs.

RM48.2 Rescheduling infringed DDFDs

RM48.2.1 In the circumstances detailed in RM48.1, the infringed DDFDs will be moved to commence at midnight following the duty which caused the infringement.

RM48.2.2 In the circumstances detailed in RM48.1(a) to RM48.1(d) inclusive, if the infringed designated duty free day or days are contained within a group of DDFDs, the entire group of DDFDs will be redesignated to commence at midnight following the duty which caused the infringement, unless otherwise mutually agreed.

RM48.2.3 A pilot will not be required to perform another duty on a RDFD or RDFDs.

RM48.3 Conflict between RDFDs and next DDFDs

If RDFDs conflict with a pilot's next DDFDs:

RM48.3.1 the DDFDs will be moved to commence immediately upon termination of the RDFDs;

RM48.3.2 the DDFDs will not normally be further delayed by the Company but, if necessary, they may be infringed under RM48.1 and redesignated in accordance with RM48.2.

RM48.4 Reallocating duty free days for BLHs if 18[9] DDFDs are not taken before the end of a bid period

If a BLH has not completed 18[9] entire DDFDs or RDFDs before a bid period ends, the Company will redesignate the shortfall in the pilot's next bid line subject to the following. If the pilot is a PLH in the next bid period, the DDFDs will be rescheduled to be taken as soon as possible after the pattern or duty causing the delay but without interfering with the pilot's next scheduled patterns or duty.

RM48.5 Protection of DDFDs

Aircrew Operations may approve a request from BLHs who have no pre-allocated flying, to be free from duties on two (2) allocated groups of DDFDs subject to operational requirements.

RM49 Redesignating Designated Duty Free Days when Transitional Training Interrupted

When a pilot has his or her transitional training interrupted by the assignment of duties under clause 26.4, pro-rata DDFDs for the anticipated period of disruption or seven (7) days, whichever is greater, will be allocated to the pilot.

CHAPTER 10: CONTACTABILITY REQUIREMENTS AND AVAILABLE DAYS

RM50 When Blank Line Holders are to be Available for Contact

RM50.1 A BLH who:

- (a) is not on approved leave;
- (b) is not on a DDFD;
- (c) is not on MBTT; or
- (d) has not been released from further contact under RM60,

is to be available for contact during a maximum of two (2) periods each day (but the duration of the two (2) periods combined will not exceed four (4) hours). A BLH may elect (but must notify Aircrew Operations in writing accordingly) to be available for contact between the hours of 0900 to 1100 and 2000 to 2200 (LST) or between the hours of 0700 to 0900 and 1600 to 1800 (LST), unless otherwise advised by Aircrew Operations in individual circumstances.

RM51 When Assignable Time Available Pilots are to be Available for Contact

An assignable time available pilot who:

- (a) is not on approved leave;
- (b) is not on a DDFD; or
- (c) is not on MBTT,

is to be available for contact for a maximum time of three (3) hours each day. The pilot may, if he or she notifies the Company using the Company approved method for notification, elect to be available for contact between the hours of 1900 to 2200 (LST) (single period) or between the hours of 0800 to 0930 and 1630 to 1800 (LST), unless otherwise advised by Aircrew Operations.

RM52 When Offsettable/Multi-Offsettable Pattern Protected Pilots are to be Available for Contact

The provisions in RM51 also applies to a offsettable/multi-offsettable pattern protected pilot.

RM53 Pattern Limited Pattern Protection and Calendar Limited Pattern Protection

RM53.1 A pilot who has pattern limited pattern protection will not be required to be available on Available Days outside the original pattern causing the pattern protection occasion except that on the day prior to the original pattern the pilot must be contactable between 1700 and 1800. This contact period may only be used for contact for the allocation of a duty associated with the pattern limited pattern protection. If the day prior to the original pattern is a DDFD, RM54 will not apply.

RM53.2 During the period of the original pattern causing the pattern limited pattern protected occasion (and after applying MBTT), the pilot will be available for contact between

1700 and 1800 on each Available Day however such periods can only be used for contact for the allocation of a duty associated with the pattern limited pattern protection.

RM53.3 Where a pilot is downline disrupted and arrives home from a pattern earlier than planned and has available days after MBTT, the pilot will be subject to the contact periods in RM53.2 on the first Available Day.

RM54 Call-in Procedure on Last Designated Duty Free Days before an Available Day

RM54.1 On each duty free day (including a last day of annual leave or LSL) that immediately precedes an Available Day, a pilot is required to contact Aircrew Operations between 1400 and 2400.

RM54.2 In addition, a pilot may call in between 0800 and 1400. If no duty is allocated at that time, the pilot will not be assigned a duty prior to 1200 the following day.

RM54.3 A pilot who does not make contact before 2100 hours but does so before midnight will not, as a direct result, forfeit a duty but will not be entitled to eight (8) hours' notice of the duty.

RM55 Company to give Minimum Period of Notice

A pilot will not be assigned to any duty with less than eight (8) hours' notice without the pilot's consent, unless the pilot has omitted to contact Aircrew Operations in accordance with RM54 or was not available for contact as specified in this Chapter 10.

RM56 When the Company may Notify Pilots of Duty

RM56.1 Telephone notification of duty by the Company may be made between 0730 and 2200 local time on any day, however the Company will not normally contact a pilot on a DDFD if he or she has indicated that he or she is not willing to accept contact on such days. Telephone calls for:

- (a) notifying a pilot of emergency duty;
 - (b) following up messages that have not been confirmed; or
 - (c) contacting a pilot who has not observed a call-in procedure,
- may be made at any time.

RM56.2 When a pilot's pattern is rescheduled, the company will endeavour to advise the affected pilot of the change on his or her next Available Day.

RM57 Additional Sectors After 15-4 Contact Obligation

See RM35.6 and clause 34.5.

RM58 Contactability for 56 Day Bid Periods whilst on Duty

RM58.1 No contact at sign-on before a sector (subject to qualification), or before or during a simulator session.

Pilots on 56 day bid periods will not be contacted:

- (a) before or during a simulator session; or

- (b) at sign-on before a sector unless the requirement for contact involves the pattern of flying for which the pilot is actually signing on.

RM58.2 After a flight or simulator

Pilots may be contacted after a flight or after a simulator session. The intent is that, with respect to glass cockpit aircraft, the requirement for contact will be notified after 'Crew Messages Received'. Pilots must respond to Aircrew Operations if they receive such a message.

RM59 Contact Requirement for Pattern Line Holders Transitioning to become Blank Line Holders

When a PLH is transitioning to become a BLH in the following bid period, the pilot will make contact with Aircrew Operations on the last day of his or her pattern line in the then current bid period where the first day of his or her blank line is an Available Day. Whether the day is a duty free day or not, contact will be in accordance with the phone in procedures specified in RM54.

RM60 Requesting a Release from Further Contact Obligations

RM60.1 A BLH who contacts Aircrew Operations:

- (a) no earlier than 2100 LST on any evening preceding an Available Day; or
- (b) after 0900 LST on any Available Day,

requesting release from further contact obligations on that Available Day will, if released, be free of duty until the first scheduled contact period on the next Available Day or until midnight of that Available Day if the next day is a DDFD. The Company may include such time in the calculation of duty free periods but not for the purpose of calculating the pilot's DDFD entitlement. If at the time the pilot contacts Aircrew Operations he or she is not released from further contact obligation on that day, the Company will not in retrospect count that day as having been a duty free period, even if the pilot is not subsequently used by the Company on that day. If the pilot does not contact Aircrew Operations to request release from contact obligations on a day of availability and the pilot is not subsequently used on that day, the Company may in retrospect include such time in the calculation of duty free periods but not for the purpose of calculating the pilot's DDFD entitlement.

CHAPTER 11: STANDBY, SIMULATOR SUPPORT DUTIES AND TRAINING DAYS

RM61 Standby

Explanatory note

RM61 is to be read in conjunction with S.A.1 (Standby Duty) in Appendix B.

RM61.1 Order for allocating standby duty

RM61.1.1 Between 0800 and 1400, two (2) days prior to the duty and after the allocation of open-time, a standby duty will be allocated to a pilot in accordance with the following order of priority:

Order of priority for allocating standby duty	Notes and/or conditions to be met before allocating the standby duty
Priority 1 Offered, awarded or assigned against pattern protection.	The Company has discretion to bypass this priority.
Priority 2 Awarded to a BLH in seniority order who has projected credited hours < MGH.	The award can result in the BLH having projected credited hours that are \geq MGH.
Priority 3 Assigned to a BLH on an Available day in reverse seniority order who has projected credited hours < MGH.	The assignment can result in the BLH having projected credited hours that are \geq MGH.
Priority 4 Awarded in seniority to a BLH.	Company approval is required for an award to exceed Crew Max, per RM27.3.
Priority 5 Assigned in reverse order of seniority to a BLH who is on an Available Day.	Assignment not to exceed Company Max, per RM27.1.
Priority 6 Assigned in reverse order of seniority to a BLH who is on a DDFD on the day of the standby duty.	The Company has discretion to bypass this priority.
Priority 7 Awarded in seniority order to a PLH who has previously indicated that he or she is willing to do a standby duty.	If the PLH accepts the offer of duty and is required to operate a pattern that conflicts with a pattern on his or her pattern line then fixed pattern protection will apply.
Priority 8	If the PLH accepts the offer of duty and is required to operate a pattern that conflicts with

Order of priority for allocating standby duty	Notes and/or conditions to be met before allocating the standby duty
<p>Offered or awarded in seniority order to a PLH for additional credited hours.</p> <p>The Company will make genuine attempts to contact at least five (5) PLHs to offer the standby duty.</p>	<p>a pattern on his or her pattern line then fixed pattern protection will apply.</p> <p>SMS procedure may be used (see RM66.2).</p>
<p>Priority 9 Assigned to the most junior contactable PLH who would be on an Available Day on the day of the standby duty.</p>	<p>If the PLH is required to operate a pattern that conflicts with a pattern on his or her pattern line then fixed pattern protection will apply.</p> <p>As per RM61.2, the Company has the discretion to decide whether the assignment is offset against a pilot's pattern protected hours.</p>
<p>Priority 10 Assigned to the most junior contactable PLH who would be on a DDFD on the day of the standby duty.</p>	<p>If the PLH is required to operate a pattern that conflicts with a pattern on his or her pattern line then fixed pattern protection will apply.</p> <p>As per RM61.2, the Company has the discretion to decide whether the assignment is offset against a pilot's pattern protected hours.</p>
<p>Priority 11 Assigned to a pilot on promotional or aircraft type transfer training.</p>	<p>Not interfere with a pilot's training program in the first instance (refer to clause 26.4).</p>

RM61.1.2 For the purposes of allocating a standby duty:

- (a) a TRE A or B in his or her flying block will be deemed to be a PLH for the purpose of allocating duties, except where the allocation may result in a conflict with his or her training block; and
- (b) a CAT or TC will be deemed to be either a PLH or BLH (depending on his or her individual line type for the bid period) for the allocation of duties, except, where the allocation of duties may result in a conflict with his or her pre-allocated training or checking patterns.

RM61.1.3 If a standby allocated in accordance with the table in RM61.1.1 becomes vacated for any reason, then the standby will be allocated at any time prior to commencement following the same priority order.

RM61.1.4 Notwithstanding RM61.1.3, where:

- (a) a previously allocated standby duty becomes vacated after 1600 on the day preceding the standby duty; or
- (b) additional standbys are required due to exceptional circumstances occurring after 1600 on the day preceding the standby duty,

the Company may allocate a standby duty to a pilot provided,

- (c) Priority 1 to Priority 8 within the table at RM61.1.1 is applied in any order before proceeding to later priorities; and
- (d) the SMS procedure in RM66.2 is used where possible to notify pilots of the availability of the standby duty.

RM61.1.5 Where the provisions of RM61.1.4 are used, a record will be maintained and provided to the Scheduling Committee.

RM61.2 Offsetting pattern protection or increasing credited hours

The Company has discretion to decide whether an assignment of standby duty to a pattern protected pilot will be used to offset pattern protection or to increase the pilot's credited hours and will advise the pilot accordingly at the time the standby duty is assigned.

RM61.3 Availability for contact and report time

RM61.3.1 A pilot on standby will be available for contact throughout the period of standby and, if called for duty, may be required to report as soon as is practicable.

RM61.3.2 The Company may agree to permit a pilot who is domiciled at a location other than his or her base or posting to carry out a standby duty at his or her domicile.

RM61.3.3 Where a pilot is carrying out a standby at a location other than his or her base or posting, the Company will advise the pilot of the reporting requirements for the standby.

RM61.4 When standby duty ends

A pilot's standby duty time will end at its scheduled termination or when the pilot is specifically released from the duty by the Company. The notification of a later duty commencing during the standby period does not constitute a release from standby.

RM61.5 BLH called off standby

Where a BLH is called off standby which causes a pattern to be dropped in the following bid period, the pilot will be pattern protected in that following bid period in accordance with RM43.9.

RM62 Order for Allocating Simulator Support Duties

RM62.1 Between 0800 and 1400, two (2) days prior to the duty and after the allocation of standbys, a simulator support duty will be allocated to a pilot in accordance with the following order of priority:

Order of priority for allocating a simulator support duty	Notes and/or conditions to be met before allocating the simulator support duty
<p>Priority 1 Offered, awarded or assigned against pattern protection or to maintain recency.</p>	<p>The Company has discretion to bypass this priority.</p> <p>The assignment is to the most junior pattern protected PLH, who has not previously been assigned a simulator support duty in the bid period.</p> <p>The Company is limited to one (1) simulator support assignment against a single pattern protected occasion.</p>
<p>Priority 2 Awarded to a BLH in seniority order who has projected credited hours < MGH.</p>	<p>The award can result in the BLH having projected credited hours that are ≥ MGH.</p>

Order of priority for allocating a simulator support duty	Notes and/or conditions to be met before allocating the simulator support duty
Priority 3 Assigned to a BLH on an Available day in reverse seniority order who has projected credited hours < MGH.	The assignment can result in the BLH having projected credited hours that are \geq MGH.
Priority 4 Awarded in seniority to a BLH.	Company approval is required for an award to exceed Crew Max, per RM27.3.
Priority 5 Assigned in reverse order of seniority to a BLH who is on an Available Day.	Assignment not to exceed Company Max, per RM27.1.
Priority 6 Assigned in reverse order of seniority to a BLH who is on a DDFD on the day of the simulator support duty.	The Company has discretion to bypass this priority.
Priority 7 Awarded in seniority order to a PLH who has previously indicated that he or she is willing to do a simulator support duty.	
Priority 8 Offered or awarded in seniority order to a PLH for additional credited hours.	SMS procedure may be used (see RM66.2)
Priority 9 Assigned to the most junior contactable PLH who would be on an Available Day on the day of the simulator support duty.	
Priority 10 Assigned to the most junior contactable PLH who would be on a DDFD on the day of the simulator support duty.	
Priority 11 Assigned to a pilot on promotional or aircraft type transfer training.	Not interfere with a pilot's training program in the first instance (refer to clause 26.4).

RM62.2 If a simulator support duty allocated in accordance with the table in RM62.1 becomes vacated for any reason, then the simulator support duty will be allocated at any time prior to commencement following the same priority order.

RM62.3 Notwithstanding RM62.2, where:

- (a) a previously allocated simulator support duty becomes vacated after 1600 on the day preceding the duty; and
- (b) cancelling the applicable simulator session would cause the pilot being supported to have his or her recency expire,

the Company may allocate a simulator support duty to a pilot provided:

- (c) Priority 1 to Priority 8 within the table in RM62.1 is applied in any order before proceeding to later priorities; and

- (d) the SMS procedure in RM66.2 is used where possible to notify pilots of the availability of the simulator support duty.

RM62.4 Where the provisions of RM62.3 are used, a record will be maintained and provided to the Scheduling Committee.

RM63 Training Days

RM63.1 Pre-allocation of training duties

A pilot may be pre-allocated training duties prior to the bid line allocation process. A preferential process will be developed for the allocation of Simulator cyclic sessions, route checks, Emergency Procedures and Security Training. Preferential allocation is subject to regulatory limits, recency, trainer availability and operational considerations.

RM63.2 Where possible, training duties will be assigned to take place on Available Days

Where a training duty is to be allocated after the bid line allocation, the Company will endeavour to assign required training duties to take place on a pilot's Available Days. If this is not possible, the training may be assigned and carried out on any day which does not conflict with an allocated pattern or with MBTT.

RM63.3 If training infringes DDFDs they will be redesignated

Except as provided in clause 26.6, where training duties are allocated to take place on a pilot's DDFDs, the DDFDs will be redesignated in accordance with Chapter 9.

RM63.4 Amount of notice of training duties to be given to pilots

The Company will give as much prior notice as practicable to a pilot of required training duties, and will aim to give at least 14 days' prior notice to a pilot of a cyclic training session (including simulator training and safety refresher courses) associated with the pilot's recurrent training.

RM63.5 Arranging an alternative time if cyclic training session is cancelled

Where a pilot's cyclic training session is cancelled, the Company will provide an alternative time, giving the pilot at least 24 hours' notice except where;

- (a) the pilot is already at a training base away from his or her base or posting; or
- (b) the training, taking place in the pilot's base or posting, is replanned to commence within 24 hours of the cancelled session, in which case as much prior notice as practicable will be given providing a minimum rest period of 10 hours be allowed, unless otherwise agreed between the pilot and the Company.

RM63.6 Training cancelled without sufficient notice will be counted as duty days

Any training that is performed or scheduled to be performed, and is cancelled:

- (a) without giving 12 hours' notice; or
- (b) on the calendar day preceding the scheduled training day; and
- (c) which is in excess of six (6) days per annum,
- (d) will be counted as duty days for the purpose of RM46.3 and clause 34.2.

RM63.7 When pattern protection applies if pilots lose time to carry out assigned training

A pilot who loses time from a pattern (or patterns) as a result of being assigned training on any day will, subject to clauses 26.9 and 26.10, be pattern protected and available in accordance with RM43.9 but if the pilot is assigned training because of his or her failure to achieve or maintain the required standard of proficiency, pattern protection will not apply.

RM63.8 How pattern protection applies where a pilot does not achieve or maintain required standard

RM63.8.1 No pattern protection for failure to achieve or maintain standard

A pilot who is assigned training duties because he or she did not achieve or maintain the required standard of proficiency and who loses time from a pattern or patterns will not be entitled to pattern protection.

RM63.8.2 Multi-offsettable pattern protection to apply for an unsatisfactory cyclic simulator session

If a pilot does not satisfactorily complete a session of cyclic simulator training that results in the pilot being unavailable for subsequent flying duties, the pilot will be pattern protected and required to be available for a maximum of 56 days on multiple occasions to offset the pattern protection.

CHAPTER 12: ALLOCATING OPEN TIME FLYING

RM64 Listing All Open Time Flying

RM64.1 Subject to RM64.2, Aircrew Operations will maintain a current listing of all open time. All such flying will be listed as soon as the Company becomes aware that the flying is open time flying, specifying with respect to each pattern:

- (a) type of aircraft;
- (b) date of operation;
- (c) pattern number and routing; and
- (d) credited hours applicable to the pattern.

RM64.2 Open time not allocated after normal closure time will remain on CIS until actually allocated and thus be available for 'bidding', with normal rules for late closure to apply.

RM65 Changes to Early Closure Requirements

Patterns that have been advertised for at least five (5) calendar days commencing from but not including the closing time of open time, may be 'early closed' at the Company's discretion and allocated to pilots categorised in Priorities 1 to 5 inclusive, and Priority 8 under the early closure steps in the table in RM68 on any calendar day prior to the normal closure time. If the request for early closure is rejected, the pilot may request the Manager Aircrew Operations, or his or her nominee, to review the determination.

RM66 Pilots may Bid for Open Time Flying

RM66.1 A pilot may submit either:

- (a) a specific bid for open time flying in accordance with the procedures agreed between the parties; or
- (b) a 'global' bid specifying the type of flying that he or she is prepared to accept without further contact, in which case it will be the pilot's responsibility to determine whether or not he or she has been awarded such open time flying.

RM66.2 The Company may use SMS to offer pilots, who have indicated they are willing to participate in SMS contact, duties provided that:

- (a) contact with Aircrew Operations in response to an SMS message does not constitute contact for any other duty;
- (b) protocol for allocation must comply with Priority 10 of RM68 for open time, Priority 8 of RM61 for standbys and Priority 8 of RM62 for simulator support duties; and
- (c) an allocation log will be kept for review and summarised data to be available at Consultative.

This arrangement is applicable to normal closure, late closure prior to day of operation and day of operation.

Bids for duties will be accepted and recorded until closure two (2) hours after the SMS notification of a duty is sent, at which point duties will be awarded according to seniority. The two (2) hour bidding window may be reduced on day of operations.

RM67 Procedures and Restrictions for Processing Open Time Flying, Standby and Simulator Supports

RM67.1 On Day 1 (i.e. the day that is two (2) calendar days before a pattern of open time flying is scheduled to depart):

- RM67.1.1 bidding for open time flying closes at 0800 (base/posting LT);
- RM67.1.2 between 0800 and 1400 (base/posting LT), the Company determines how open time flying will be allocated; (Note: A pilot who has indicated further contact is required before accepting an award of open time, will be contacted by Aircrew Operations twice, with a minimum of 15 minutes between each contact, and if the pilot cannot be contacted, the allocation may be made to another pilot);
- RM67.1.3 a pilot who is on personal leave has until 1300 (base/posting LT) to notify Aircrew Operations of his or her availability for duty;
- RM67.1.4 at 1400 (base/posting LT), the Company publishes the allocated open time flying;
- RM67.1.5 once a pilot has been correctly allocated open time and has accepted notification, such allocation will be final (except for the correction of an error);
- RM67.1.6 the normal order of allocation will be:
 - (a) open time, then
 - (b) standby, then
 - (c) simulator support.

RM67.2 A PLH on fleets on 28 day bid periods can only have his or her pattern line disrupted under Priorities 12 or 14 in the open time provisions once per 28 day bid period. The Company only agrees to a restriction on the use of Priorities 12 or 14 on the basis that the Company's operations are not compromised, i.e. where the application of the restriction means a flight will be uncrewed, the restriction will not be used.

Note: The application of RM67.2 means that once a pilot has been assigned a pattern under Priorities 12 or 14, the pilot will not be assigned again until all other pilots in the category who are available or will become available to fly the pattern have been utilised and the Company needs to apply Priority 12 or 14 again.

RM68 Order of Priority for Allocating Open Time Flying

RM68.1 Patterns of open time will be allocated in the order of priority set out in the table at RM68.6.

RM68.2 Where more than one (1) pilot qualifies for a pattern of open time flying to be offered, awarded or assigned in the same priority, Aircrew Operations will allocate the flying in accordance with seniority (unless otherwise specified). However, a pattern of open time flying may not be awarded to a pilot in accordance with seniority if:

- (a) the pilot would exceed the bid period divisor plus 10[5] hours; and
- (b) the pattern could be awarded instead to a pilot who would not exceed the bid period divisor plus 10[5] hours; or

- (c) in the case of Priority 2 awarding the open time may, in the Company's assessment, cause pattern protection to be created; or
- (d) in the Company's assessment, it would reduce the likelihood of the Company recovering pattern protection or allocating work up to MGH or the bottom of the standard window as relevant (except where a pilot has elected to drop hours).

RM68.3 Where a pilot qualifies under more than one (1) priority listed in the table below for a pattern of open time flying to be offered, awarded or assigned, Aircrew Operations will allocate the flying in accordance with the higher or highest priority under which the pilot qualifies for the flying.

RM68.4 A TRE A or B in his or her flying block will be deemed to be a PLH for the purpose of allocating duties, except where the allocation may result in a conflict with his or her ground training block.

RM68.5 A CAT or TC will be deemed to be either a PLH or BLH (depending on his or her individual line type for the bid period) for the allocation of duties, except, where the allocation of duties may result in a conflict with his or her pre-allocated training or checking patterns.

RM68.6 **Open time allocation table**

Order of priority for allocating open time	Conditions to be met before allocating the open time
EARLY CLOSURE	
<p>Priority 1A <i>Offered or awarded to:</i> a low PLH who has not relinquished assignable time available hours; or a pilot who accesses a carer's line.</p> <p>Priority 1B <i>Offered or awarded to:</i> a time available pilot.</p>	<p>Applicable to Priority 1A and 1B: Where the pilot's bid for a pattern of open time flying and the Company's proposal to assign an alternative pattern to the pilot coincide:</p> <ul style="list-style-type: none"> • the assignment will take precedence over the pilot's bid if the assigned flying contains more credited hours than the flying for which the pilot has bid; and • the pilot's bid will take precedence over the Company's assignment if the open time flying for which the pilot has bid contains more credited hours than the flying the Company proposes to assign. <p>Applicable to Priority 1B only: Pilots having Priority 1B status will be processed after those with Priority 1A status. Priority 1B allocation is for patterns with projected credited hours not exceeding the pilot's time available hours.</p>
<p>Priority 2A <i>Offered, awarded or assigned for:</i> recency purposes to any pilot; or the purpose of conducting, or undertaking, a route check.</p>	<p>Applicable to Priority 2A only: A pilot requiring flying for recency means a pilot:</p> <ul style="list-style-type: none"> • whose recency has expired or will expire within the next seven (7) days; • who is proceeding on leave within the next seven (7) days, has no pattern scheduled on his or her bid line within those seven (7) days which

<p>Priority 2B Offered, awarded or assigned to:</p> <p>a pattern protected pilot;</p> <p>OR</p> <p>an assignable time available pilot who is a PLH;</p> <p>OR</p> <p>a short PLH;</p> <p>OR</p> <p>a pilot returning to duty after sick leave with half pay or sick leave without pay.</p>	<p>could reasonably be expected to maintain the pilot's recency and the pilot's recency will expire during or following the period of leave (including duty free time); or</p> <ul style="list-style-type: none"> • who breaks his or her leave to maintain recency. <p>Allocated in seniority order or expiry date.</p> <p>Applicable to Priority 2A and 2B:</p> <p>Allocated in accordance with Chapter 8.</p> <p>If the pilot declines an offer of open time flying, the Company may assign the duty to the pilot who does not have the right to refuse the assignment unless open time flying with the same closure date for which the pilot has bid contains more credited hours than the flying the Company proposes to assign.</p> <p>If the assignable time available pilot flies offered or awarded open time, the credited hours accrued for the open time flying will be applied, on a one for one basis, in the following order:</p> <ul style="list-style-type: none"> • to offset any pattern protected hours to which the pilot is entitled; and then • to offset any assignable time available hours; and then • to increase the pilot's projected credited hours. <p>The credited hours accrued from an assigned pattern will be applied, on a one for one basis, in the following order:</p> <ul style="list-style-type: none"> • to offset any pattern protected hours to which the pilot is entitled; and then • to offset any assignable time available hours; and then • to increase the pilot's projected credited hours. <p>If the credited hours accrued from the assigned pattern do not fully offset all assignable time available hours, the Company may offer, award or assign further patterns of open time flying to the pilot until:</p> <ul style="list-style-type: none"> • all assignable time available hours are offset; or • the pilot's bid period ends, whichever is earlier. <p>A pattern of open time flying assigned to an assignable time available pilot may contain more or less credited hours than the hours for which the pilot is assignable time available, but will not:</p> <ul style="list-style-type: none"> • project the pilot to exceed the bid period divisor (or, if applicable, personal divisor) plus 5[2.5]; or • interfere with any pattern in the current pattern line; or • interfere with MBTT. <p>Up to the lower limit of the standard window or MGH whichever is the greater.</p>
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Order of priority for allocating open time	Conditions to be met before allocating the open time
EARLY CLOSURE	
	In the case of a pilot returning to duty after sick leave with half pay or without pay, the allocation is for the purpose of offsetting pattern protection up to MGH.
Priority 3 Offer, awarded or assigned for: consolidation flying to a BLH; or promotion or command or conversion training.	
Priority 4 Offered or awarded to: a pilot returning to duty after sick leave with half pay or sick leave without pay.	In the case of a pilot returning to duty after sick leave, the allocation is for the purpose of offsetting pattern protection after having achieved MGH.
Priority 5 Awarded as a trade to: a PLH; OR Offered or awarded to: a supervisory pilot; OR CAT DCAT or TC (on a fixed roster).	If Aircrew Operations decides not to approve the trade, the pilot may request the Manager of Aircrew Operations (or his or her nominee) to review the determination. Any additional credited hours resulting from a trade will be debited against the quota of flying for supervisory pilots as provided in clause 25.1.3. Allocation to supervisory need not be in seniority order.
Priority 6	Not applicable – early closure.
Priority 7	Not applicable – early closure.
Priority 8 Awarded to: a PLH to acquire additional credited hours.	

NORMAL CLOSURE	
Priority 1 – 4	See steps 1 – 4 in early closure.
Priority 5	Not applicable – normal closure.
Priority 6 Awarded to: a BLH with projected credited hours < MGH; OR	Allocated in the following manner: With the objective of balancing credited hours among BLHs ≤ MGH. Can result in projected hours > MGH.

NORMAL CLOSURE	
<p>a short PLH who has relinquished assignable time available or pattern protected hours;</p> <p>a low PLH who has relinquished assignable time available hours;</p> <p>a time available pilot – RM42;</p> <p>OR</p> <p>Awarded as a trade to:</p> <p>a PLH;</p> <p>OR</p> <p>Offered or awarded to:</p> <p>a supervisory pilot;</p> <p>OR</p> <p>CAT DCAT or TC (on a fixed roster).</p>	<p>In the case of a time available pilot, a Priority 6 allocation is for patterns with projected credited hours that would increase the pilot's hours beyond the value of his or her time available hours.</p> <p>If Aircrew Operations decides not to approve the trade, the pilot may request the Manager of Aircrew Operations (or his or her nominee) to review the determination.</p> <p>Any additional credited hours resulting from a trade will be debited against the quota of flying for supervisory pilots as provided in clause 25.1.3.</p>
<p>Priority 7</p> <p>Assigned to:</p> <p>a BLH < MGH.</p>	<p>Allocated in the following manner:</p> <p>With the objective of balancing credited hours among BLHs ≤ MGH.</p> <p>Can result in projected hours > MGH.</p> <p>A BLH is to be assigned a pattern on an available day prior to a BLH on a DDFD (day of duty not day of contact).</p>
<p>Priority 8</p> <p>Awarded to:</p> <p>a PLH to acquire additional credited hours.</p>	
<p>Priority 9</p> <p>Awarded to:</p> <p>BLH with projected hours > MGH.</p>	
<p>Priority 10</p> <p>Offered or awarded to:</p> <p>a PLH or BLH.</p>	<p>SMS procedure may be used (see RM66.2).</p>
<p>Priority 11</p> <p>Assigned to:</p> <p>BLH > MGH.</p>	<p>A BLH is to be assigned a pattern on an available day prior to a BLH on a duty free day (day of duty not day of contact).</p>
<p>Priority 12</p> <p>Assigned to:</p> <p>a PLH who is available or will become available to fly the pattern.</p>	<p>Must be capable of being allocated without:</p> <ul style="list-style-type: none"> • infringing limitations in RM26 (MBTT), RM40.4 (Overprojection), RM47 (RDFD) inclusive; or • creating a conflict with the pilot's next pattern.
<p>Priority 13</p> <p>Assigned to:</p>	<p>Can infringe limitations in RM26 (MBTT), RM40.4 (Overprojection), RM47 ((RDFD).</p>

NORMAL CLOSURE	
a BLH.	Must comply with Aviation Regulatory Authority limitations.
Priority 14 Assigned to: a PLH who is available or will become available to fly the pattern.	Can: <ul style="list-style-type: none"> • infringe limitations in RM26 (MBTT), RM40.4 (Overprojection), RM47 ((RDFD); or • create a conflict with the pilot's next pattern.
Priority 15 Assigned to: a pilot undergoing promotional or aircraft type transfer training.	Not interfere with a pilot's training program in the first instance (refer to clause 26.4).

LATE CLOSURE	
Priority 1 – 15	May be: <ul style="list-style-type: none"> • allocated in accordance with steps 1 – 15 of normal closure; or • assigned to a BLH or a pilot on standby.

CHAPTER 13: EXCEPTIONS TO FLYING OF ALLOCATED PATTERNS

RM69 Obligation to Fly Patterns as Allocated

Pilots will fly each pattern allocated under the provisions of the Rostering Manual except where the circumstances identified in RM70 and RM72 exist.

RM70 Circumstances when a Pattern Line Holder does not Fly an Allocated Pattern

RM70.1 Where the following circumstances exist, a PLH will not fly an allocated pattern and RM71 applies:

- (a) the pilot is not qualified for the pattern (or a portion of the pattern);
- (b) the pilot is on personal leave;
- (c) before commencement of duty, the pattern is changed, cancelled, rescheduled or is to be operated with a different type of aircraft on which the pilot is not qualified to fly;
- (d) after commencement of duty, the pattern is changed or disrupted;
- (e) the pilot is withheld from service by the Company;
- (f) the pilot is displaced from the pattern or a portion of the pattern;
- (g) the pilot, at his or her own request, is removed from the pattern or a portion of the pattern;
- (h) the pilot proceeds on approved leave;
- (i) the pilot's previous pattern interferes with his or her next pattern;
- (j) the pilot relinquishes excess projected credited hours;
- (k) the Company removes excess projected credited hours;
- (l) patterns are traded with another pilot;
- (m) patterns are traded with open time flying;
- (n) the pilot is allocated to a vacancy or the pilot changes his or her category;
- (o) the pilot relinquishes an assigned pattern of open time as a result of being awarded another pattern containing more credited hours;
- (p) a Captain is allocated to a proffer line where the flying is then transferred to a supervisory pilot.

RM71 How the Circumstances in RM70 are Treated

RM71.1 to RM71.16 apply, respectively, to each of the circumstances identified in RM70.1(a) to RM70.1(p) inclusive.

RM71.1 Lack of qualification

A pilot who is not qualified to fly an allocated pattern or part of a pattern may be:

- (a) qualified by synthetic means;

- (b) qualified on a training flight;
- (c) qualified while en route; or
- (d) removed from the whole or part of a pattern.

If the pilot has complied with clause 26, he or she will be pattern protected and will be available in accordance with Chapter 8. If the lack of qualification was due to the pilot's failure to comply with clause 26, he or she will receive credited hours for the patterns or parts of patterns that were flown as a pilot while being qualified but will not receive credited hours for any pattern or part of a pattern from which the pilot is removed or on which the pilot flies as an extra pilot.

RM71.2 **Personal leave**

RM71.2.1 A pilot who is on personal leave will relinquish patterns or, if on service, any portion of a pattern he or she is unable to fly and will be pattern protected and available in accordance with Chapter 8. If the pilot is placed on sick leave at half pay or further sick leave without pay, he or she will, upon return to flight duty, have Priority 2 status to MGH and Priority 4 status for the remainder in the open time priority under RM68 for open time flying to offset any pattern protected hours remaining from the personal leave.

RM71.2.2 Where a PLH on personal leave has not reported availability for duty to Aircrew Operations by the closing time on the normal closure day of open time flying for the next pattern in the pilot's bid line, it will be assumed that the pilot is not available and the pattern will be allocated to another pilot. However, the pilot has until 1300 on the normal closure day of open time to report fit for duty and keep the pattern (see RM67.1.3).

RM71.3 **Pattern changed/cancelled/rescheduled or subject to aircraft type change before reporting for duty**

RM71.3.1 **Company may deny a pilot's election to fly a changed pattern**

Where a pilot's pattern is changed prior to reporting for duty for departure from the pilot's base, posting or localised line, he or she may elect to fly the changed pattern subject to the Company's discretion to deny the pilot the right to fly the changed pattern if it would:

- (a) result in a shortfall of more than 10[5] credited hours of the original pattern;
- (b) project the pilot to exceed the number of credited hours equivalent to the bid period divisor plus 10[5];
- (c) further overproject the pilot who, before the pattern change took place, was already overprojected; or
- (d) conflict with the next pattern in the pilot's pattern line.

If the Company denies the pilot's election to fly the changed pattern, the pilot will be pattern protected and available in accordance with Chapter 8.

RM71.3.2 **Company may require the pilot to fly a changed pattern**

The Company may require the pilot to fly the changed pattern if:

- (a) the scheduled day of departure and/or the scheduled day of return of the changed pattern falls within one (1) calendar day either side of the original pattern;
- (b) the pilot is qualified to fly the pattern;

- (c) the credited hours of the changed pattern do not project the pilot to exceed the number of credited hours equivalent to the bid period divisor (or, if applicable, personal divisor) plus 5[2.5] or, if greater, project the pilot to exceed the credited hours to which the pilot was projected prior to the changed pattern; and
- (d) the changed pattern and MBTT do not conflict with the next pattern in the pilot's pattern line.

RM71.3.3 Pilot may relinquish a changed pattern

A pilot may (as soon as possible but no later than three (3) calendar days after being notified of a pattern change or by the open time closure relating to the changed pattern, whichever is earlier) relinquish a changed pattern if:

- (a) the scheduled day of departure and/or return of the changed pattern falls outside one (1) calendar day either side of the original pattern;
- (b) the credited hours would project the pilot to exceed the number of credited hours equivalent to the bid period divisor (or, if applicable, personal divisor) plus 5[2.5];
- (c) the credited hours would further overproject the pilot who, before the pattern change took place, was already overprojected; or
- (d) the changed pattern or its MBTT would conflict with the next pattern in the pattern line, and a pilot who relinquishes a changed pattern will be pattern protected and available in accordance with Chapter 8.

RM71.3.4 Pattern cancelled or aircraft type substituted

If the pattern is cancelled or a different aircraft type (on which the pilot is not qualified) is substituted for the pattern, the pilot will be pattern protected and will be available in accordance with Chapter 8.

RM71.4 Pattern changes after reporting for duty to be treated as downline disruptions

RM71.4.1 Disruptions to other pilots to be minimised

A change to a pilot's pattern after the pilot has reported for duty for departure from his or her base or posting will be treated as a downline disruption. Scheduling re-arrangements required as a result of the change will be kept to a minimum and will be made so as to minimise disruptions to the patterns of other pilots.

RM71.4.2 Downline disruption

When a pilot loses credited hours during a pattern because of a downline disruption, the pilot will be pattern protected and available in accordance with Chapter 8.

RM71.4.3 Downline disruption causing conflict between MBTT and next pattern

When a pattern resulting from a downline disruption and/or the MBTT to which the pilot is entitled conflicts with the next pattern the pilot will be pattern protected in accordance with Chapter 8.

RM71.4.4 Overprojection caused by downline disruption

If a pilot becomes overprojected as a result of downline disruption and the Company removes time in accordance with RM71.11, the pilot will be pattern protected and available in accordance with Chapter 8.

RM71.5 **Pilot withheld from service**

RM71.5.1 **Reasons for withholding a pilot from service**

The Company may withhold a pilot from service for the following reasons:

- (a) lack of proficiency;
- (b) aircraft accident or incident; or
- (c) failure to meet a recognised responsibility of the pilot's duties.

RM71.5.2 **Whether or not pattern protection will apply**

- (a) With respect to lack of proficiency or failure to meet a recognised responsibility, the pilot is not entitled to pattern protection.
- (b) Where it is found that no negligence is attributable to the pilot with respect to an aircraft accident or incident, the pilot will be pattern protected and available in accordance with Chapter 8.
- (c) Where the pilot is found to have been negligent, he or she will not be entitled to pattern protection.
- (d) If a pilot does not satisfactorily complete a session of cyclic simulator training that results in the pilot being unavailable for subsequent flying duties, the pilot will be pattern protected. The pilot is required to be available for a maximum of 56 days on multiple occasions to offset the pattern protection (refer to RM63.8.2).

RM71.6 **Pilots can be displaced from a pattern or part of a pattern**

RM71.6.1 **Displacing a pilot from a pattern**

The Company may displace a pilot from any pattern or part of a pattern.

RM71.6.2 **Register of pilots' wishes about displacement**

A pilot can indicate in a register maintained by Aircrew Operations the patterns in his or her pattern line from which the pilot is willing to be displaced and those from which the pilot does not wish to be displaced.

RM71.6.3 **Requesting a review of a decision to displace**

A pilot who is displaced from a pattern which had been registered as one (1) from which the pilot did not wish to be displaced, may request the Manager Aircrew Operations to review the matter.

RM71.6.4 **Prior notification of displacement**

The Company will provide as much prior notification of displacement as possible.

RM71.6.5 **Avoiding displacing pilots who require aeronautical experience for promotion**

The Company will aim to avoid displacing a pilot who requires further aeronautical experience to meet the Company's promotional criteria for the pilot's next promotion.

RM71.6.6 **Pattern protection**

A pilot who is displaced from a pattern will be pattern protected and available in accordance with Chapter 8. A pilot who is displaced from a pattern for a BLH or a supervisory pilot will be specifically advised of his

or her required availability in accordance with RM43.10.1 or RM43.11 (as applicable, in the case of a supervisory pilot).

RM71.7 Removing a pilot from a pattern at the pilot's request

Explanatory note: RM71.7 is to be read in conjunction with Appendix B at SA.2 (Dropping of patterns unpaid).

RM71.7.1 Subject to Company approval, a pilot may be removed from a pattern or part of a pattern at the pilot's own request.

RM71.7.2 A pilot who is removed from a pattern or part of a pattern before departing from the pilot's base or posting will not be pattern protected.

RM71.7.3 A pilot who is removed from a pattern or part of a pattern after departing the base or posting will receive credited hours for that part of the pattern already flown and will be entitled to the MBTT applicable to that part of the pattern flown on return to the base or posting, but will not be pattern protected for the portion of the pattern not flown.

RM71.8 Pilot taking approved leave

RM71.8.1 Annual leave, LSL or jury duty

A pilot who proceeds on annual leave, LSL or jury duty will:

- (a) be pattern protected and available in accordance with Chapter 8; and
- (b) retain normal bid rights but will not be awarded an open time pattern which, together with the applicable MBTT, would conflict with the leave.

RM71.8.2 Special leave

A pilot who proceeds on special leave will relinquish patterns or parts of patterns which the pilot is unable to fly as a result of the leave, and will not be pattern protected for the patterns not flown. The provisions of RM33.5 will apply.

RM71.8.3 Parental leave

A pilot who proceeds on parental leave or alternative duties associated with parental leave will relinquish patterns she or he is unable to fly as a result of the leave or alternative duties and will not be entitled to pattern protection for the patterns not flown.

RM71.9 A pilot's previous pattern interferes with his or her next pattern

RM71.9.1 Conflict between pattern line for new bid period and assigned pattern in previous bid period

Where any pattern or patterns in a pilot's allocated pattern line for a new bid period conflicts with an assigned pattern or duty (and the applicable MBTT) in the previous bid period, the pilot will be pattern protected in accordance with Chapter 8.

RM71.9.2 Conflict between downline disrupted pattern in previous bid period and pattern in new bid period

Where a downline disruption to a pattern (and the applicable MBTT) in the previous bid period conflicts with a pattern or patterns in the new bid period, the pilot will be pattern protected and available in accordance with Chapter 8.

RM71.9.3 Conflict between pattern arising from standby duty and next pattern

Where a pattern (and the applicable MBTT) arising from an allocated standby duty conflicts with the next pattern in a pilot's pattern line (either in the current bid period or the next), the crew will be pattern protected and pattern protection will become fixed (i.e. not required to be offset).

RM71.9.4 Conflict between assigned open time pattern and next pattern

Where a pattern of open time flying assigned to the most junior PLH under Priority 14 or late closure of open time flying conflicts with the next pattern in a pilot's pattern line (either in the current bid period or the next), the pilot will be pattern protected and pattern protection will become fixed (i.e. not required to be offset).

RM71.9.5 Pattern protection lost where a pattern exceeds statutory limitations or conflicts with a pattern from a previous bid period

Except as provided in RM71.9.1 to RM71.9.4 inclusive, a pilot who loses time from a pattern because:

- (a) the pattern together with a pattern or patterns from the previous bid period would cause the pilot to exceed Aviation Regulatory Authority limitations; or
- (b) the pattern conflicts with a pattern (including the applicable MBTT) from the previous bid period,

will not be pattern protected for time lost but will have Priority 1 status in open time and will retain that priority until the lost time is recovered or the pilot's bid period ends.

RM71.10 Pilot relinquishes excess projected credited hours

RM71.10.1 No pattern protection arises if a pilot relinquishes time when a pattern accrues more credited hours than originally scheduled and results in over projection

If a pilot completes a pattern that accrues more credited hours than originally scheduled and the additional hours, added to the pilot's projected credited hours for the bid period, would:

- (a) cause the pilot to exceed the bid period divisor (or, if applicable, personal divisor) plus 5[2.5]; or
- (b) further overproject the pilot who, before the additional hours were accrued, was already overprojected;

the pilot may, within 36 hours of completion of the pattern causing the excess, relinquish a pattern or patterns containing as few projected credited hours as possible in order to keep his or her projected hours:

- (c) below the bid period divisor credited hours plus 5[2.5] or the bid period divisor credited hours plus 10[5] (whichever is applicable); or
- (d) if the pilot was already overprojected, below the credited hours to which the pilot had been projected before accruing the additional hours.

However, a pilot who relinquishes hours under RM71.10.1 will not be pattern protected as a result.

RM71.10.2 Pattern protection arising from a pilot relinquishing time when a pattern arising from an allocated standby duty or assigned open time flying accrues more credited hours than originally scheduled

If a pilot flies a pattern resulting from an allocated standby duty or, where a pattern of open time flying is assigned to the most junior PLH under Priority 14 or late closure of open time flying and the hours accrued in the allocated pattern or assigned open time flying, added to the pilot's projected credited hours for the bid period, would:

- (a) cause the pilot to exceed the bid period divisor (or, if applicable, personal divisor) plus 5[2.5]; or
- (b) further overproject the pilot who, before the additional hours were accrued, was already overprojected;

the pilot may, within 36 hours of completion of the pattern causing the excess, relinquish a pattern or patterns containing as few projected credited hours as possible in order to keep his or her projected hours:

- (c) below the bid period divisor (or, if applicable, personal divisor) plus 5[2.5] or the bid period divisor plus 10[5] (whichever is applicable); or
- (d) if the pilot was already overprojected, below the credited hours to which the pilot had been projected before accruing the additional hours.

A pilot who relinquishes hours under RM71.10.2 will be pattern protected as a result and available in accordance with Chapter 8.

RM71.10.3 No pattern protection arises if a pilot relinquishes time when transitional training accrues more credited hours than originally scheduled.

If a pilot is allocated to transitional training and his or her projected credited hours for the bid period would then:

- (a) exceed the bid period divisor (or, if applicable, personal divisor) plus 5[2.5]; or
- (b) further overproject the pilot who, before the training was allocated, was already overprojected;

the pilot may, within 36 hours of the Company's notification of the allocation to training, relinquish a pattern or patterns containing as few projected credited hours as possible in order to keep his or her projected hours:

- (c) below the bid period divisor (or, if applicable, personal divisor) plus 5[2.5] or the bid period divisor plus 10[5] (whichever is applicable); or
- (d) if the pilot was already overprojected, below the credited hours to which the pilot had been projected before the training was allocated.

A pilot who relinquishes hours under RM71.10.3 will not be pattern protected as a result.

RM71.11 Company removes excess projected credited hours

RM71.11.1 If a pilot fails to relinquish hours

If a pilot fails to relinquish hours under the immediately preceding RM71.10, the Company may within the following 36 hour period remove as few projected credited hours as possible to reduce the projected credited hours:

- (a) below the bid period divisor (or, if applicable, personal divisor) plus 5[2.5]; or

- (b) if the pilot was already overprojected, below the credited hours to which the pilot had been projected before accruing the additional hours.

RM71.11.2 Pattern protection

A pilot will be pattern protected and available in accordance with RM43.9 if RM71.10.1 or RM71.10.2 applies but will not be pattern protected for patterns removed by the Company because of the allocation of transitional training.

RM71.12 Trading patterns with another pilot

RM71.12.1 Trades by pilots who are not pattern protected or assignable time available

A PLH who is neither pattern protected nor an assignable time available pilot can trade patterns with another PLH or with a supervisory pilot provided:

- (a) the trades are arranged entirely by the pilots concerned; and
- (b) the pilots are qualified in all respects to fly the traded pattern or patterns; and
- (c) the credited hours being traded must balance or one (1) of the pilots agrees to bear a loss; and
- (d) Aircrew Operations is notified of the proposed trades by both pilots concerned.

However, Aircrew Operations can reject any proposed trades if they result in open time flying.

RM71.12.2 Trades by pattern protected or assignable time available pilots

A pattern protected or assignable time available pilot can trade patterns in accordance with this RM71.12 but only if Aircrew Operations approves the trade.

RM71.13 Trading patterns with open time flying

A pilot may, with the approval of Aircrew Operations, trade patterns with open time flying. Where a trade is not approved, the pilot can request the Manager Aircrew Operations (or his or her nominee) to review the decision of Aircrew Operations.

RM71.14 Pilot allocated to vacancy or changing categories

A pilot who is allocated a promotional training vacancy or transfers to another base or posting or transfers to a vacancy on another aircraft type or changes category, will relinquish the patterns that he or she will not be available to fly because of duties associated with the vacancy or training. The pilot will not be pattern protected for the relinquished patterns and the patterns will become open time flying.

RM71.15 Pilot relinquishing assigned pattern of open time after being awarded another pattern containing more credited hours

A pilot who is a pattern protected pilot or an assignable time available pilot, and is assigned a pattern of open time flying (or standby duty) by the Company and the pilot bids for and is awarded another pattern under Priority 1 or 2 in the priority for open time table in RM68, will relinquish the open time flying or standby duty assigned by the Company and fly the pattern awarded as a result of the pilot's bid.

RM71.16 Captain allocated to line proffered to supervisory flying

When a Captain has been allocated to the line proffered to supervisory flying, the Captain will be deemed to be a BLH and scheduled accordingly.

RM72 Circumstances when a Blank Line Holder does not Fly an Allocated Pattern

Where the following circumstances exist, a BLH will not fly an allocated pattern:

- (a) the pilot is not qualified for the pattern or a portion of the pattern;
- (b) the pilot is on personal leave;
- (c) the pattern is cancelled or is rescheduled to be operated with a different type of aircraft on which the pilot is not qualified to fly;
- (d) the pilot is withheld from service by the Company;
- (e) the pilot is removed from the pattern or a portion of the pattern by the Company;
- (f) the pilot is on approved leave;
- (g) the pilot changes his or category or is allocated to a vacancy for promotional training, transfers to another base or posting or transfers to another aircraft type.

RM73 Flexible Lines ('Flexi-lines')

RM73.1 Application

A flexi-line is a line where a pilot bids to a reduced number of hours as set out in RM73. A pilot may apply to work a flexi-line for a fixed period of time. The fixed period may be shortened by agreement between the pilot and the Company. Applications for a flexi-line may be submitted at any time.

RM73.2 Duration of a flexi-line

RM73.2.1 Subject to RM73.2.3, where the application is approved within the minimum available quota, the duration of the flexi-line will be for a minimum of 3[6] and a maximum of 13[26] bid periods, unless a shorter period is agreed between the Company and the pilot concerned.

RM73.2.2 Subject to RM73.2.3, where the application is approved above the minimum available quota, the duration of the flexi-line will be as agreed between the pilot and the Company, to a maximum of 13[26] bid periods.

RM73.2.3 A pilot will cease to hold a flexi-line on commencement of transitional training.

RM73.3 Notice

The Company may require up to 3[6] complete bid periods notice to commence or renew a flexi-line, or to vary the value of a flexi-line.

Notice of an application to renew a flexi-line, or to vary the value of a flexi-line, may be provided during the term of a flexi-line.

RM73.4 Commencement and cessation

A flexi-line will always start at the commencement of a bid period and end at the conclusion of a bid period, unless agreed otherwise by the Company.

RM73.5 Approval of applications

The Company:

RM73.5.1 will approve applications in seniority order for flexi-lines that fall within the minimum available quota; and

RM73.5.2 may approve applications in seniority order that fall beyond the minimum available quota.

Applications to renew a flexi-line will be treated in the same way as an application to commence a flexi-line.

RM73.6 Number of flexi-lines

The minimum available quota exclusive of any approved carer's lines is four (4) percent of the total operational pilot establishment, made available on an ongoing basis as follows:

- RM73.6.1 pilots entitled to access a 'tax-free' commutable income stream from superannuation through the ATO 'Transition to Retirement' policy have priority access to 1/5th of the quota; and
- RM73.6.2 pilots entitled to access a 'beneficially-taxed' commutable income stream from superannuation through the ATO 'Transition to Retirement' policy have priority access to a further 1/5th of the quota; and
- RM73.6.3 the remainder of the quota is available on a pro rata across the operational establishment for each category (that is shared in the same proportion that the category bears to the total operational establishment), provided that any unfilled sub-quota is available across all ranks, and fleets on a seniority basis.

RM73.7 Line value

RM73.7.1 A pilot may request a flexi-line to the values listed below:

A380, B747, A350, A330/A350 SFF, A330	B787
90[44]	80[40]
110[55]	90[44]
130[66]	110[55]
150[71.5]	130[66]

Where a flexi-line is approved within the minimum available quota, the value of the flexi-line is the value, from those listed above, requested by the pilot.

- RM73.7.2 Where the flexi-line is approved above the minimum available quota, the value, from those listed above, will be as agreed between the pilot and the Company.
- RM73.7.3 At Consultative, the Company and the Association will determine if a conflict exists between the pilot's nominated value and the Company's ability to build a line within applicable windows to that value (due to bid line construction limitations).
- RM73.7.4 Where a conflict exists the Company may require the nominated or agreed value to change to an alternate value. This alternate value (not limited to the pre-defined values above), offered to a pilot, will be the closest achievable value, immediately higher and lower, to a pilots nominated value. The value selected by a pilot will become the value of that flexi-line.
- RM73.7.5 Changes under this provision may, if required, be made prior to or at the roster build stage in consultation with the Association and in accordance with a pilots previously indicated preferences.
- RM73.7.6 RM27.1 to RM27.3 inclusive will apply with respect to the approved nominated flexi-line value above.

RM73.8 Pay credits

RM73.8.1 Pay will be calculated pursuant to the provisions of the Agreement for a pilot's projected credited hours, except that MGH for a pattern line will be the bottom of a pilot's window of hours bid applicable to the value of a

flexi-line approved under RM73.7 above. MGH for a blank line will be the applicable value of the approved flexi-line.

RM73.8.2 Where a pilot is allocated a pattern line below his or her applicable MGH they will be assignable time available to MGH and receive Priority 2 in open time. A pilot may elect to drop the assignable time available hours, and subsequently receive Priority 6 in open time, by notifying the Company prior to the commencement of the first contact obligation of the bid period.

RM73.8.3 The conditions applicable to a short PLH and a low PLH will not apply.

RM73.9 **Recency**

A pilot on a flexi-line is expected to structure his or her bid line to, as far as possible, maintain recency.

RM73.10 **Flexi-line consultation**

During the term of this Agreement the parties may develop a system to facilitate flexi-line pilots grouping non-work days.

RM73.11 **DDFDs for a flexi-line holder**

A flexi line holder will be allocated a number of DDFDs in a bid period based on the following formula:

$$(\text{Planning Divisor} / \text{Flexi-line value}) \times 18[9] = \text{DDFDs}$$

DDFDs will be pro-rated for periods of leave.

RM73.12 **Entitlements**

RM73.12.1 **Annual leave**

(a) Credit: The annual leave credit (in calendar days) for each bid period will be:

$$\text{Flexi-line Value} / \text{Divisor} \times 42 \times 56/365$$

(b) Debit: If annual leave is accessed within the term of a flexi-line, each calendar day of annual leave taken will be debited using the formula:

$$\text{Flexi-line Value} / \text{Divisor}$$

(c) Pay Credit: If an annual leave is accessed within the term of a flexi-line, the pay credit (hours) for each calendar day of annual leave will be:

$$\text{Flexi-line Value} / 56[28]$$

RM73.12.2 **Personal leave and URTI leave**

(a) The personal leave credit (in calendar days) for each bid period will be:

$$\text{Credited hours for the bid period} / \text{Divisor} \times 21 \times 56/365$$

(b) The URTI leave credit (in calendar days) for each bid period will be:

$$\text{Credited hours for the bid period} / \text{Divisor} \times 4 \times 56/365$$

(c) Personal leave will be taken and paid on the same basis as a pilot who is not on a flexi-line.

Note: For the purposes of RM73.12.2 'credited hours' means the greater of (i) MGH; or (ii) projected credit hours (which may include pattern protected hours).

RM73.12.3 Paid maternity leave

If a period of paid maternity leave is taken within the term of a flexi-line, the pay credit (hours) for each calendar day of maternity leave will be:

Flexi-line Value / 56[28]

RM73.12.4 LSL

A pilot on a flexi-line is entitled to credited hours for each day of LSL equal to the pilot's flexi-line value divided by 56[28].

RM73.12.5 Superannuation

In relation to Divisions 1, 2 and 3 of the Qantas Superannuation Plan, superannuation entitlements will be pro-rated for service during the term of a flexi-line, based on the value of the flexi-line as a proportion of divisor in accordance with the rules for the relevant Division.

In relation to Division 6 and External Superannuation Plans, pro-rata benefit is achieved by applying the existing Company contribution percentage to the reduced credited hours worked under a flexi-line.

CHAPTER 15: CARERS' LINES

RM74 Carer's lines

RM74.1 Introduction

Notwithstanding any inconsistent provisions contained elsewhere in the Agreement, the terms of RM74 will apply to any pilot who meets the criteria of a person who has responsibilities as a carer as set out in RM74 and who wishes to work a carers' line to accommodate those responsibilities.

RM74.2 General statement about the objectives sought via carers' lines

The provisions of RM74 are designed to recognise the need to assist pilots who meet the definition of a carer as set out in RM74 to arrange their work in a way that will accommodate their responsibilities as a carer. A carer's line offers greater rostering stability than that associated with a normal bid line, since the requirement for a pilot working a carer's line to be contactable and available for duty in addition to the duties originally allocated via the individual pilots' carer's line is restricted. Carers' lines will receive pro-rata pay and entitlements in accordance with RM74.

RM74.3 Meaning of 'responsibilities as a carer' and 'carer'

Pursuant to Chapter 15:

RM74.3.1 a reference to a pilot's 'responsibilities as a carer' is a reference to the pilot's responsibilities to be a primary caregiver to an immediate family or household member; and

RM74.3.2 a reference to a 'carer' is a reference to a pilot who meets the criteria of a person who has responsibilities to care for or support an immediate family or household member.

RM74.4 **Evidence of responsibilities as a carer**

A pilot may be required to provide evidence of his or her carer's responsibilities by way of statutory declaration (or other evidence to the Company's satisfaction) providing the following information:

- RM74.4.1 the name and age of the immediate family or household member requiring care and his or her relationship to the pilot;
- RM74.4.2 copies of any medical evidence in support of the pilot's request for a carer's line (for example, medical certificate verifying the immediate family or household member's illness and his or her need for care or support);
- RM74.4.3 verification that the pilot is the primary caregiver of the immediate family or household member requiring care;
- RM74.4.4 the circumstances which require the pilot to access a carer's line;
- RM74.4.5 the estimated period that the pilot wants to work a carer's line;
- RM74.4.6 any nominated non-work days sought are directly linked to the pilot's ongoing responsibilities for care or support of the immediate family or household member; and
- RM74.4.7 an acknowledgment that the pilot will not engage in any conduct inconsistent with his or her contract of employment whilst working a carer's line in accordance with RM74.

RM74.5 **Notice for commencing and duration of a carer's line**

- RM74.5.1 To assist the Company with planning, the following time periods will apply:
 - (a) a carer who wants to work a carer's line will give the Company at least two (2) bid periods' notice of his or her intention to access a carer's line and state the estimated period that the carer wants to work a carer's line. If the pilot meets the criteria of a carer for the granting of a carer's line, he or she will be allocated a carer's line for a specified duration having regard to the circumstances of each case. The carer may apply to the Company to extend this specified duration by giving at least one (1) bid period's notice prior to the expiry of the approved duration. The carer's application to extend the time worked on a carer's line may be required to be supported by evidence, satisfactory to the Company, of continuing responsibilities as a carer;
 - (b) a carer who wants to work a carer's line will be required to work a carer's line for at least three (3) bid periods;
 - (c) a carer who wants to return to flying a normal bid line will give the Company at least two (2) bid periods' notice of his or her intention to do so;
 - (d) a carer's line cannot be commenced or discontinued part way through a bid period; and
 - (e) each twelve months, a pilot may be required to update and submit the evidence required in RM74.4.
- RM74.5.2 In exceptional circumstances or for compassionate reasons, the Company may, in its discretion, agree to reduce or waive the time periods specified in RM74.

RM74.5.3 The carer must notify the Company if his or her carer responsibilities materially change such that the pilot no longer has responsibilities as a carer as set out in RM74. If this occurs, or the Company otherwise reasonably considers that the pilot is not eligible, or no longer required, to work a carer's line, the Company may end the pilot's access to a carer's line by giving one (1) bid period's notice.

RM74.6 **Nominating the hours of work**

A carer who wants to work a carer's line must nominate:

RM74.6.1 the percentage of the divisor that he or she is prepared to work ('the nominated percentage') but the nominated percentage cannot be less than half of the divisor; and

RM74.6.2 the days on which he or she does not want to work ('the nominated non-work days').

RM74.7 **Constructing a carer's bid line**

RM74.7.1 If the carer's nominated percentage and nominated non-work days meet with the Company's operational requirements, the Company will construct a bid line for each carer commensurate with his or her relative seniority using the nominated percentage (plus or minus the applicable standard window limitations) and taking into account the nominated non-work days.

RM74.7.2 If the carer's nominated percentage and nominated work days do not meet with Company operational requirements or the nominated non-work days preclude the construction of a bid line equivalent to the nominated percentage (plus or minus the applicable standard window limitations), the Company has the option to either construct a bid line for the maximum number of projected credited hours possible (but, in any event, the carer's bid line will be constructed having a credited hours value of at least 50 percent of the divisor) and/or to remove sufficient nominated non-work days in order to achieve the nominated percentage.

RM74.7.3 The carer is entitled to bid for, and be awarded, open time flying commensurate with his or her seniority in order to increase projected credited hours to the nominated percentage.

RM74.8 **Recovering time lost from a pattern**

RM74.8.1 Subject to RM74.10, if a carer loses hours he or she will not be pattern protected (i.e. the carer will not be pay protected for the duration of the bid period). However, the carer will be deemed to be 'priority time available' for the allocation of open time flying in order to recover the hours lost.

RM74.8.2 If the lost hours cannot be recovered within the bid period in which they were lost, then the carer will be made 'priority time available' for the allocation of open time flying for the amount of the shortfall in the next bid period.

RM74.9 Pattern protection

A carer who loses hours will be entitled to pattern protection to the extent set out in the table below.

Pattern Protection	
Normal bid line	Carer's line
Offsettable and multi off-settable pattern protection	Does not apply – instead a carer will be deemed to be 'priority time available' for the allocation of open time.
Pattern limited pattern protection	Applies to carers.
Fixed pattern protection	Applies to carers.
Calendar day pattern protection	Applies to carers provided that a carer may nominate, prior to the commencement of a bid period, that they do not wish to be subject to calendar day pattern protection.

RM74.10 Maximum 'window' of hours of work

RM74.10.1 The maximum window of hours that a carer can choose to work is the carer's nominated percentage plus 10[5] hours.

RM74.10.2 The maximum window of hours that the Company can require a carer to work is the carer's nominated percentage plus 5[2.5] hours.

RM74.11 Returning a carer to his or her base or posting after a downline disruption

In the event of downline disruption, the Company will do whatever is reasonably practicable (taking into account the economic costs and operational considerations) to return the carer to his or her base or posting on the day the original pattern was scheduled to conclude. If the Company considers that this is not reasonably practicable, the Company will use its best endeavours (again, taking into account the economic costs and operational considerations) to return a carer to his or her base or posting as soon as is reasonably practicable. The decision of the relevant Fleet Manager or Duty Captain on this matter will be final.

RM74.12 Standby

Pilots working a carer's line will not be assigned any standby duties.

RM74.13 Training for return to work

The Company will provide a pilot who is returning to work after a period of approved leave and who wants to work a carer's line, with recency flying, cyclic training sessions, route qualifications and any further training as may be necessary in order to qualify the pilot for his or her return to line flying, but all such training will be carried out on the basis that the pilot is rostered on a normal bid line. Once cleared to the line, the pilot will be eligible to commence a carer's line from the commencement of the next bid period.

RM74.14 Pay

Pay will be calculated pursuant to the provisions of the Agreement based on the pilot's accrued credited hours.

RM74.15 Entitlements

Entitlements will be calculated in the same manner as flexi-lines (see RM73.10 except that the 'flexi-line value' means, for a carer, the line value constructed under RM74.7), and the reference to 'credited hours' means the credited hours actually achieved.

RM74.16 LOL

Carers will be covered for loss of licence benefits under the LOL insurance plan, pursuant to the provisions of clause 21. However, if a carer continues to work a carer's line for a period of two (2) years or more, the Company reserves the right to require the carer to contribute towards the payment of the premium payable under the LOL insurance plan according to the following formula, subject to establishing the legality of such an arrangement.

Formula

Commencing two years after a pilot first commences working a carer's line, the carer will reimburse the Company for a pro-rata proportion of the premium payable by the Company under the LOL insurance plan for coverage of an individual pilot. The carer's percentage contribution towards the premium will be calculated as the difference between 100 percent and the carer's nominated percentage.

RM74.17 Number of carers' lines

The allocation of carers' lines will be excluded from the percentage of lines allocated for the provision of flexible lines pursuant to the provisions of RM73.

Appendix A – Alternate Paxing Agreement

The parties agree that the Alternate Paxing Agreement is not subject to grievance under the Agreement.

1 Company's Obligation to Provide Duty Travel

Pursuant to clause 31 of the Agreement, the Company provides duty travel (otherwise referred to as 'paxing') for pilots to position them for duty and return them to their base or posting to complete a duty.

2 Pilot's Request to Vary Duty Travel Arrangements

- 2.1 If a pilot wishes to vary the duty travel arrangements planned by the Company for the pilot, then the pilot must request the variation by Company-approved methods to Aircrew Operations at least three (3) calendar days prior (acceptance of a request within three (3) days is at the discretion of Aircrew Operations) to the original duty travel arrangements or the alternate paxing arrangements requested, whichever is earlier. Requests to vary the duty travel arrangements may include any one (1) or more of the following paxing alternatives:

To start a pattern

- (a) Pax earlier than the day or time originally planned by the Company for the pilot to travel to a port to start a pattern; or
- (b) Pax later than the day or time originally planned by the Company for the pilot to travel to a port to start a pattern, provided the later paxing date or time does not impede or negatively impact upon the pilot's performance of the duty and the Company has approved the later paxing date or time; or
- (c) Pax from a port other than the pilot's base or posting to start a pattern.

To end a pattern

- (d) Pax earlier than the day or time originally planned by the Company for the pilot to return to the pilot's base or posting to complete a duty; or
- (e) Pax later than the day or time originally planned by the Company for the pilot to return to a pilot's base or posting to complete a duty; or
- (f) Pax to a port other than the pilot's base or posting in connection with completion of a duty.

- 2.2 Requests submitted without the required three (3) calendar days' notice will be accepted if the pilot has been given late notification of duties (e.g. allocation of open time flying or

allocation of a standby duty) or there are special extenuating circumstances (e.g. compassionate reasons).

- 2.3 Reasonable requests from a pilot, who has already departed on his or her pattern, to vary paxing arrangements will be considered on an individual basis.

3 Class of Travel for Alternate Paxing Arrangements

- 3.1 All tickets for alternate paxing arrangements will be issued as positive space economy class, upgradeable to the highest class available on Qantas mainline services and QantasLink and Jetstar services, with a staff travel concessional priority except that pilots are entitled to the normal applicable category of duty travel where alternate paxing arrangements involve:

- (a) paxing on the same day but at an earlier time than that originally planned to start a pattern; or
- (b) paxing on the same day or earlier as originally planned at the end of a pattern.

For the purposes of this clause 3 of Appendix A, the first available flight prior to or later than a flight originally planned by the Company fulfils the 'same day' requirement.

- 3.2 Ticketing will be by the most direct routing available at the time of reservation, with no stopovers allowed.

4 Variation in Slip Time in Port

4.1 Reduction in slip time

Requests for a reduction in slip time in port will be approved by the Aircrew Operations Manager except in circumstances where the Aircrew Operations Manager is aware that a pilot may be required for duty, due to an impending operational crewing problem. A pilot whose request for a reduction in slip time in port has been denied may request a review by the Duty Captain.

4.2 Extension of slip time

Requests to remain in a port longer than originally planned will be considered but the Company's obligation to provide accommodation or allowances will not be increased above that attaching to the pilot's original planned pattern. The pilot must:

- (a) provide a contact phone number and be available in that port until the original scheduled departure time; and
- (b) be available in his or her base or posting for the next planned duty or Available Day, whichever is earlier.

5 Joining a Pattern or Terminating a Pattern in a Port other than Base or Posting

5.1 Joining a pattern in a port other than the pilot's base or posting

Pilots who do not avail themselves of the alternate paxing ticket may still join their pattern in a port other than the pilot's base or posting by being available (providing contact details) to the Company from the scheduled arrival time into the port as per the original pattern. The entitlement to hotel and allowances remains unchanged. Pilots not requiring planned accommodation are required to take steps to cancel the accommodation. If approval is given to arrive later than the scheduled pattern the hotel/allowance entitlement will be adjusted accordingly.

5.2 Terminating a pattern in a port other than the pilot's base or posting

- (a) A pilot may terminate a pattern in a port other than his or her base or posting by signing off at on-blocks + 30 minutes, but the pilot will relinquish the entitlement to accommodation and allowances associated with that part of the pattern from the point of termination.
- (b) A pilot who makes his or her own accommodation arrangements will still receive allowances provided he or she remains available for any duty that may arise until the scheduled departure time from that port.

6 Trading Last Sector

Aircrew Operations may approve pilots' requests to trade final sectors into Australia between pilots provided the sectors fall on the same calendar day or within 12 hours of each other. Payments will be made to each pilot in accordance with the original planned pattern for each pilot.

7 Contactability

- 7.1 Paxing earlier or later than originally planned does not release a pilot from any contactability obligation and all normal contact provisions must be observed, including the normal 15 to 4 contactability call-in based on the departure time of the original planned pattern.
- 7.2 In addition, a pilot must notify the Company as soon as possible of any delay, flight cancellation or other disruption which may affect the pilot's ability to fly the pattern.
- 7.3 If pilots are required to be available, Aircrew Operations must be advised of a contact number. Pilots positioning early must supply a contact number at the slip port and must be contactable as if they had not varied the paxing arrangements.

8 Transport

8.1 In slip ports

- (a) Pilots staying outside the crew hotel in slip ports will be provided with transport to and from the crew hotel in accordance with the normal scheduled transport services.
- (b) The Company will vary the transport in slip ports to accommodate pilots staying outside the crew hotel provided:
 - (i) it incurs no additional cost;
 - (ii) the relevant transport company has no objection to the requested variation;
 - (iii) all pilots agree to the variation.
- (c) Pilots will advise the Company if they do not require transport in the slip port.

8.2 At a pilot's base or posting

Home transport at a pilot's base or posting will be provided where an entitlement exists based upon the original pattern departure and arrival times. Any changed paxing at the start or end of a pattern does not interfere with a pilot's entitlement to home transport, however, at least four (4) hours' notice of any alteration must be given so that the transport requirements can be arranged.

9 Pattern protected/assignable time available pilots

A pattern protected assignable time available pilot who requests early positioning on a pattern, must ensure that he or she can return to his or her base or posting in the event that the Company subsequently assigns another duty to the pilot and, in that circumstance, it is the pilot's responsibility to arrange his or her own travel (including the supply of tickets).

10 Tour of Duty Measured by Scheduled or Revised Departure Time

Where alternate paxing arrangements have been made, the tour of duty will commence one (1) hour prior to the pilot's first operating sector, based on the latter of the scheduled or revised departure time.

11 Allowances Recalculated

If a pilot arrives late or departs early from a slip port, allowances will be recalculated for the amended slip time.

12 Additional Flight Duty Payments

If a pilot paxes to a port other than his or her base or posting, any AFDP will be calculated in the normal manner but the payment will be the lesser of the calculation associated with the pilot paxing to the alternative port and the calculation associated with the pilot paxing to his or her base or posting.

13 Procedural Notes

- (a) Pilots must ensure their alternate paxing arrangements do not breach Civil Aviation Order ('CAO') flight time limits.
- (b) Tickets will be:
 - (i) valid for 60 days;
 - (ii) available at the earliest, up to five (5) days prior to the pattern (for international paxing). For domestic paxing, tickets will be available at the earliest, on the start date of the pattern immediately prior to the pattern in which the change is requested.
- (c) The directional nature of an alt pax ticket may be changed provided it is used for the sole purpose of commencing a duty or returning home from a duty. The Company maintains the discretion to refuse such change requests where it reasonably forms the view that the this requirement has not been met.
- (d) It is the pilot's responsibility to make positive-space reservations on open-dated tickets with the Aircrew Operations Duty Travel Clerk, with the requirement to arrive in the port no later than the original pattern arrival time if the first sector is 'pax', unless otherwise approved. It is also his or her responsibility to advise Aircrew Operations of his or her intended travel arrangements prior to departing on his or her intended flight.
- (e) Requests for changes to international sectors will only be confirmed from the previous slip-port by contacting Aircrew Operations.

Appendix B – Scheduling Arrangements (SA.1 to SA.4)

The following scheduling arrangements have been agreed between the Company and the Association and are included for the information of pilots. These arrangements are not subject to the grievance or dispute procedures set out in Part 8 of the Agreement.

1 SA.1 Standby Duty

Pilots on standby are expected to be ready to leave home within 45 minutes of notification and report as soon as possible at the airport. In all cases they can be required to depart on a flight within three (3) hours after having been notified of the requirement.

When a pilot on standby is required to depart on a flight within three (3) hours after being notified, the Company will either provide transport or reimburse the pilot for the use of his or her own transport or car/taxi service. Reimbursement for the use of private cars is at the usual Company rate for the return trip, or for those pilots domiciled outside the applicable transport pickup area, for the return trip from the boundary of this area to the applicable sign on location.

2 SA.2 Dropping of Patterns Unpaid

- 2.1 A PLH may drop a pattern or patterns that are identified in any register or system maintained by Aircrew Operations, which he or she wishes to drop unpaid, provided that he or she will not be permitted to project below 132 credited hours for the bid period. The pilot will only be paid his or her actual accrued hours for any shortfall below MGH.
- 2.2 PLHs who are not assignable time available pilots or pattern protected pilots, may bid for and be awarded in order of seniority, any pattern dropped under clause 2.1 of Appendix B. However, Company requirements for the allocation of open time, licence renewals, simulators etc, will take precedence over this arrangements. If no PLH wishes to bid for a dropped pattern, the Company may utilise the pattern.
- 2.3 A decision of whether to allow the pattern to be dropped will be made at the normal closure of open time for the pattern in question. If a dropped pattern is not awarded to another PLH, or is not taken up by the Company, it will be flown by the PLH as originally allocated.
- 2.4 Credited hours determined under this arrangement will not be included in a pilot's projected credited hours for the purpose of the application of the 56[28] day bid period limitations prescribed in RM27.
 - (a) A pilot who drops patterns under this arrangement will have any limitation under RM27 referenced to his or her pattern line as if he or she had flown the pattern/s dropped. Additionally, in bidding for open time the reference point will be the pilot's pattern line as if he or she had flown the pattern/s dropped.
 - (b) A pilot who picks up patterns under this arrangement will have any limitation under RM27 referenced to his or her pattern line as if he or she had not flown the pattern/s picked up. Additionally, in the allocation of open time, the reference point will be the pilot's pattern lines as if he or she had not flown the pattern/s picked up.

- 2.5 When a pilot drops a pattern under this arrangement, the period affected by the removal of the pattern will be regarded as not being available for the allocation of duty by the Company unless the pilot consents. The pilot will not be able to bid for open time flying to be performed during this period. By mutual consent between the Company and the pilot, the pilot may undertake training or flight duties provided that in general terms no other pilot is disadvantaged under the provisions of the Agreement.
- 2.6 When a pilot picks up a pattern/s under this arrangement the reference point for the application of Chapter 9 will be his or her pattern line prior to picking up the pattern.
- 2.7 When a pilot picks up a pattern/s under this arrangement and in the course of flying this pattern is downline disrupted and this disrupted pattern conflicts with the next pattern on his or her pattern line, then the provisions of RM40.3 will apply.
- 2.8 In the event that a pilot who has picked up a pattern under this arrangement is unable to operate the pattern due to personal illness, he or she will not receive a credit for that pattern. Similarly, if the pattern is cancelled or rescheduled, he or she will be treated in the same way as a pilot who has been awarded open time flying as additional hours.
- 2.9 A pilot who is a PLH but is also an assignable time available pilot or a pattern protected pilot, may bid for and, subject to the approval of the Aircrew Operations, be awarded pattern/s under this arrangement. Aircrew Operations will automatically exercise its discretion in the pilot's favour where the pilot's total pattern protection does not exceed three (3) hours.

3 SA.3 Home Transport

3.1 Sydney transport boundary

The area bounded by a hypothetical line drawn from Barrenjoey headland to Brooklyn, then to the Peats Ferry Bridge, southwest to Hillside to the corner of Halcrows Road and Cattai Ridge Road, thence to the corner of Boundary Road and Maguires Road, Maraylya, along Boundary Road to the corner of Old Pitt Town Road, west along Old Pitt Town Road into Hanckel Road, then along Bocks Road to Chapman Road, across Windsor Road to the corner of Bandon Road and Riverstone Parade, Vineyard, then in a straight line southwest to the corner of Stony Creek Road and Palmyra Road, Willmot, then in a straight line to the corner of Parkes Road and Werrington Road, Werrington, along Werrington Road to the Great Western Highway, west along the Great Western Highway into Gipps Road, Quarry Hill, then across the Western Freeway, along Kent Road to the corner of Lansdowne Road, then in a straight line south to the corner of Luddenham Road and Elizabeth Drive, Badgerys Creek, along Elizabeth Drive into Adams Road, along Adams Road to the corner of The Northern Road, Luddenham, then south-east along The Northern Road to the corner of Dwyer Road, along Dwyer Road to the corner of Greendale Road, east along Greendale Road to The Northern Road, Bringelly, south along The Northern Road to the corner of Cobbitty Road, Oran Park, west along Cobbitty Road, then south into Macquarie Grove Road to the corner of Kirkham Lane, along Kirkham Lane to the corner of Camden Valley Way, left into Camden Valley Way to the corner of Macarthur Road, Elderslie, then along Macarthur Road across the Camden By-Pass into Springs Road, along Springs Road to the corner of Richardson Road, then in a straight line southeast to the corner of Menangle Road and the Hume Highway, Menangle Park, then in a straight line south-east to the corner of Appin Road and Bulli Appin Road, Appin, then east along Bulli Appin Road, to the Princes Highway, Bulli, along the Princes Highway via Bulli Pass to the corner of Point Street, Bulli, along Point Street to Bulli Point.

Pilots who live outside the above mentioned area may arrange for the Company to transport them to or from a convenient place within the prescribed limits.

3.2 Melbourne transport boundary

The area bounded by a hypothetical line drawn commencing at Pier Road, Mordialloc then Albert Park Street, Governor Road heading East, Boundary Road heading North, Dandenong Road heading West, Springvale Road heading North, North Road heading East, Corrigan Road heading North, Dandenong Road heading South East, Browns Road heading North East, Justin Drive heading East, Silverton Drive heading East, the Scoresby Freeway (proposed route) heading North, Ferntree Gully Road heading East to the intersection of Stud Road, a straight line to the intersection of Scoresby Road and Burwood Road, then Scoresby Road heading North to Mountain Highway, Dorset Road heading North, Hull Road heading North East, Manchester Road heading North to Edward Road, heading North to Coldstream Road then straight lines joining, Myrnoing, Rowsley, Balliang East, Little River and the Little River exit from the Princes Freeway.

Pilots who live outside the above mentioned area may arrange for the Company to transport them to or from a convenient place within the prescribed limits.

4 SA.4 Telephone Protocol

The following protocol is to apply when Aircrew Operations personnel contact pilots by telephone on a DDFD or during a pilot's MBTT:

Aircrew Operations: "As you are on a DDFD (or on MBTT), are you available for contact?"

Option 1: Pilot: "Yes." Aircrew Operations will then proceed to advise the pilot of any information, offer or assignment which caused the call.

Option 2: Pilot: "No." Aircrew Operations will terminate the call without any further discussion.

Note: The above protocol does not need to be followed when the purpose of the call is to allocate a duty to the pilot who is the most junior PLH.

Appendix C – Extended Layover Patterns

- 1 The Company may build patterns to crew base or posting/slip port – base or posting on one (1) departure per week to permit the normal slips to be extended by nominally one (1) week or such other period agreed between the Company and the Association. The day of the departure will be at Company discretion.
- 2 The pattern will accrue credited hours as though operating a round trip pattern base station/slip port/base station. For administrative purposes, the pattern will be broken 30 minutes after on blocks in the slip port and will recommence at 2100 LST in the slip port the day before departure or 18 hours prior to departure, whichever is earlier.
- 3 Accommodation, meal allowances and ODTA entitlements will cease after arrival in the slip port and will recommence at 2100 LST in the slip port the day before departure or 18 hours prior to departure, whichever is earlier.
- 4 If a pilot who has been allocated an extended layover pattern, is downline disrupted before arrival in the slip port, the Company will endeavour to take the necessary scheduling action to permit the pilot to take up the extended layover pattern. Deadhead and MDC for pilots who have been allocated an extended layover pattern and who passenger to resolve a downline disruption in such circumstances will not apply. Deadheading will be on Company services and may be without breaking the deadheading if required. Patterns to commence or complete the extended layover arrangement will not attract deadhead credits.
- 5 It will be the pilot's responsibility to ensure that the Company crewing office in the slip port or Aircrew Operations in Sydney are aware of the pilot's telephone contact number during the extended layover. Additionally, the pilot will notify the Company when back in the hotel, the day before departure from the slip port.
- 6 A pilot on an extended layover can be downline disrupted at any time.
- 7 Bidding will open 10 weeks before the applicable bid period for extended layover patterns and will close eight (8) weeks prior (or any other timeframe agreed between the Company and the Association). Bid results will be promulgated as soon as practicable. If all vacancies are not awarded then the arrangement will not take place for that bid period. Vacancies may include start-up and closure patterns.
- 8 The pilot will be allocated annual or long service leave (passive or active credits at Company discretion) whilst on layover in the slip port. The amount of leave allocated will be equivalent to the slip time excluding the day of arrival and the day of departure in the applicable port.
- 9 Pilots who are allocated patterns to start up or complete this arrangement will not attract deadhead or MDC for those patterns.
- 10 If a pilot, through personal illness or for other reasons, is unable to operate an extended layover pattern, the Company will have the right to crew such pattern/s as it sees fit in accordance with normal scheduling provisions.
- 11 It is intended that this arrangement should operate at no additional cost to the Company and any changes necessary will be negotiated with this in mind.
- 12 Each pilot is limited to one (1) extended layover pattern per bid period unless no other pilot is bidding for the applicable pattern.
- 13 A pilot will not be awarded more than one extended payover pattern in any two (2) consecutive bid periods unless there are no other bids.

Appendix D – Proffering of Pattern Lines to Blank Line Holders

Notwithstanding any provisions of the Agreement to the contrary, during the allocation of bid lines a pilot may, by such method as may be agreed from time to time, proffer their awarded pattern line to a blank line holder in the same category. Similarly a BLH may accept such a proffered pattern line.

The agreed method to be used and the agreed rules applicable to pilots associated with the proffering of bid lines shall be:

- 1 proffering will be finalised during the allocation of bid lines in accordance with these rules. Proffers are only permitted between pilots who have been allocated to pattern lines and pilots allocated to blank lines;
- 2 prospective line holders who wish to proffer, shall indicate they are prepared to proffer to blank line holders. Prospective BLHs may indicate if they are prepared to accept a proffered pattern line. Such BLHs may indicate their preference for particular proffered pattern line but may be allocated to any proffered pattern line if their preferred lines are not available;
- 3 priority of pilots to proffer pattern lines shall be determined by seniority. The Company may reject requests to proffer lines if either the PLH or the BLH will not be available at any time during the applicable bid period for any reason such as:
 - (a) annual or other approved leave;
 - (b) personal leave;
 - (c) conflict between patterns;
 - (d) planned transfer to other category, base or posting or to commence a transitional training program.
- 4 A PLH who successfully proffers his or her pattern line shall:
 - (a) be reallocated to the blank line vacated by the BLH who has accepted his or her pattern line;
 - (b) in accordance with the terms of the Agreement be assigned duties, and accrue credited hours, including credits for training, personal leave, annual or other approved leave, as a BLH;
 - (c) provided they do not transfer to another category, base or posting or commence a transitional training program during the bid period, be paid for the credited hours associated with his or her awarded pattern line at the time it was allocated, plus any credits actually accrued in excess of MGH, whilst performing duties as a BLH. The credited hours associated with awarded pattern line shall be the value of his or her pattern line at the time it was allocated less the value of the pattern line at the time it was allocated less the value of any pattern or patterns lost due to conflict with a pattern from the previous bid period. If such pilot does transfer to another category, base or posting or commence a transitional training program during the bid period, the accrued credited hours for that portion of the bid period prior to such transfer or training shall for pay purposes be determined in accordance with clause 35.3;
 - (d) not become a pattern protected pilot in accordance with Chapter 8 of the Rostering Manual for any reason.
 - (e) at the completion of bid period be subject to rules applicable to BLHs with respect to carryovers into the following bid period.

- 5 A BLH who accepts a proffered pattern line shall:
- (a) carry out the duties of the PLH in accordance with the terms of the Agreement for the duration of the bid period;
 - (b) accrue credited hours, including credits for training, personal leave, annual and other approved leave or other duties as a PLH;
 - (c) be required to offset any pattern protected hours if necessary;
 - (d) provided he or she does do not transfer to another category, base, posting or commence a transitional training program during the bid period, be paid MGH plus any credited hours actually accrued which are in excess of the credited hours contained in the pattern line when it was awarded. If such pilot does transfer to another category, base, posting or commence a transitional training program during the bid period his or her accrued credited hours for that portion of the bid period prior to such transfer or training shall, for pay purposes, be MGH plus any credited hours they actually accrued which are in excess of the credited hours contained in the awarded pattern line prior to the transfer;
 - (e) be subject to the terms of the Agreement with respect to pattern protection, including conflicts at bid period changeover, both at commencement and the end of the applicable bid period.

A PLH may, with the approval of the Company swap his or her pattern line with a BLH.

Appendix E – Ground Training Conditions at a Location away from a Pilot’s Base or Posting and/or Place of Residence

The conditions governing a pilot undertaking ground school training and/or flight simulator training and/or line training ('training') at a location in Australia away from the pilot's base or posting and/or place of residence are set out in this Appendix.

1 Scope of Application of this Appendix

- 1.1 The benefits under this Appendix apply to a pilot who undertakes training at a location in Australia:
- (a) away from his or her base or posting (subject to clause 1.2(b) of Appendix E); or
 - (b) at the pilot's base or posting but at a location that is more than 200 kilometres from his or her place of residence (where the pilot's base or posting and place of residence are in the same Australian State or Territory).
- 1.2 The benefits under this Appendix do not apply to a pilot who undertakes Training:
- (a) at his or her base or posting and the pilot's place of residence is within 200 kilometres of the location of the Training; or
 - (b) away from his or her base or posting and the pilot's place of residence is within 200 kilometres of the location of the Training.

2 Company will Provide Accommodation and Transport or an Allowance

Where the benefits under this Appendix apply to a pilot the Company will:

- (a) supply the pilot with accommodation, transport and DTA for the time that he or she is at the location of the Training ('Option 1'); or
- (b) pay an allowance to the pilot in accordance with the terms of this Appendix ('Option' 2A or 'Option 2B').

3 Option 1 – Company to Provide Accommodation and Transport

Where a pilot elects Option 1 (or clause 5.2 of Appendix E applies) the Company will provide:

- (a) accommodation for the period that the pilot is away from his or her base or posting and/or place of residence in accordance with the terms of the Agreement;
- (b) duty travel between the pilot's base or posting and the location of the training in accordance with the terms of the Agreement at the beginning and end of any period of training and at least once each seven (7) days;
 - (i) a Daily Travelling Allowance ('DTA') in accordance with the terms of clause 46 – Daily Travelling Allowance of the Short Haul Enterprise

- Agreement, as varied from time to time, for the period that the pilot is away from his or her base or posting and/or place of residence; and
- (ii) transport to and from a pilot's accommodation and the place of training or the airport.

- (c) In all other respects the terms of the Agreement will continue to apply.

4 Option 2A and Option 2B – Accommodation and Transport Allowance

4.1 The Company will provide either Option 2A or Option 2B at a pilot's election.

4.2 Option 2A

The Company will provide:

- (a) an allowance equal to the cost to the Company of providing the accommodation pursuant to Option 1 for five (5) nights' in each seven (7) day period ('Option 2A');
- (b) DTA for the period that the pilot is away from his or her base or posting and/or place of residence; and
- (c) air transport between the pilot's base or posting and the location of the training at the beginning and end of any period of training and at least once each seven (7) days.

Option 2A example (Melbourne, Sofitel) (seven (7) day period)

Option 2A accommodation and transport allowance	=	\$585.00
DTA for five (5) days @ \$5.38 per hour	=	\$645.60
Total weekly allowances	=	\$1,230.60

Note: Plus air transport between the pilot's base or posting and the location of the Training at the beginning and end of any period of Training and at least once each seven (7) days.

4.3 Option 2B

The Company will provide:

- (a) an allowance equal to the cost to the Company of providing the accommodation pursuant to Option 1 for each night from the first day of the training until completion of the Training ('Option 2B'); and
- (b) DTA from the first day of the training until completion of the training.

Option 2B example (Melbourne, Sofitel) (seven (7) day period)

Option 2B Accommodation and Transport Allowance	=	\$819.00
DTA for seven (7) days @ \$5.38 per hour	=	\$903.84
Total weekly allowances	=	\$1,722.84

Note. No air transport provided.

4.4 In all other respects the terms of the Agreement will continue to apply.

5 Pilot Must Elect to Take Option 1 or Option 2

5.1 A pilot must elect one of Option 1, Option 2A or Option 2B pursuant to this Appendix at least 28 days before the first day of the training or, where the pilot receives less than 28 days' notice of the commencement date of the training, he or she must make an election within seven (7) days of the date that he or she is informed of the commencement date of the training ('the election date').

5.2 Where a pilot does not make an election by the election date, Option 1 will apply.

6 DTA and Accommodation and Transport Allowance to be Paid in Advance

The Company will pay a pilot's DTA and any accommodation and transport allowance (where applicable) for the anticipated total duration of the training, in advance, on the pay date immediately preceding the commencement of the training.

7 Failure to Qualify

A pilot who fails to qualify for a Captain or F/O position on a short haul aircraft will be subject to the conditions contained in the Agreement.

8 Relocation Reimbursement Associated With Failure to Qualify for an Assigned Position

Where the Company compulsorily requires a pilot to relocate to another base or posting to take up a Captain or F/O position in that other base or posting and the pilot fails to qualify for the position, the Company and the Association will negotiate the conditions to apply to the pilot having regard to the then current relevant taxation legislation and the Company's policy on the relocation of employees (including the reinstatement of an employee to his or her previous place of residence).

Appendix F – SYD/LAX/SYD direct flights

The following conditions will apply to scheduled non-stop flights from Sydney to Los Angeles and/or from Los Angeles to Sydney.

- 1 Maximum scheduled flight deck duty time will be nine (9) hours and 30 minutes, and maximum scheduled tour of duty will be seventeen hours. In the event of delays occurring after commencement of duty, these scheduled limitations may be extended at the pilot's discretion.
- 2 Crew rest facilities will be as agreed between the parties.
- 3 A pilot rostered to fly non-stop Sydney to Los Angeles and return, in the same pattern, shall have an available day scheduled the day following the completion of such a pattern.

In the event that the crew patterns associated with these specific flights should change, the parties agree to consult on the terms of this agreement.

Appendix G – Daily Travelling Allowance

1 Entitlement to daily travelling allowance

The Company will pay a daily travelling allowance to a pilot (to compensate the pilot for additional incidental expenses, including laundry, and other expenses incurred at a higher cost than would normally be the case, which may from time to time be incurred during service away from the pilot's base or posting) provided the total period of the pilot's absence from his or her base or posting exceeds 24 hours, whether in Australia or overseas.

2 When ADTA applies

2.1 ADTA applies when a pilot:

- (a) is away from his or her base or posting on days spent wholly within Australia;
- (b) night-stops or sleeps overnight in Australia; and
- (c) is away from his or her base or posting on training days in Australia.

3 Actual allowances paid (ODTA and ADTA)

The following daily travelling allowances will be paid to a pilot for each calendar day, or part calendar day, including the day of departure from the base or posting but excluding the day of return:

	ODTA (as at 1 April 2019)
Captains	\$102.98
Other pilots	\$68.64
	ADTA (as at 1 April 2019)
Captains	\$46.26
Other pilots	\$30.70

4 Differential rate for Captains

ODTA and ADTA rates for Captains include a differential of 50 percent above that for other pilots.

5 Adjustments to ODTA and ADTA

5.1 ODTA

The Company will calculate adjustments to ODTA in March each year, for application in the first pay period on or after 1 April, by comparing the previous calendar years movements in consumer prices and currency variations for the United States, United Kingdom and Singapore against the ODTA rates existing immediately prior to the adjustment.

5.2 ADTA

The Company will calculate adjustments to ADTA in March each year, for application in the first pay period on or after 1 April, by comparing the previous calendar years movements in the Australian Consumer Price Index against the ADTA rates existing immediately prior to the adjustment.

5.3 Base year for calculating ODTA and ADTA

The base year for calculating ODTA and ADTA is 1970.

5.4 No downward adjustment will apply

No downward adjustment to ODTA and ADTA rates will take place where the annual calculation yields a negative result.

6 STACR

STACR will be paid to a pilot each fortnightly pay period as follows:

- (a) \$183.04 from the first pay period on or after 1 January 2019;
- (b) \$188.53 from the first pay period on or after 1 July 2020;
- (c) \$194.19 from the first pay period on or after 1 July 2021;
- (d) \$200.02 from the first pay period on or after 1 July 2022.

Appendix H – Meals

1 Company to provide first class accommodation and meals

- 1.1 The Company will provide a pilot who is away from his or her base or posting on flight duty with first class accommodation and meals. In lieu of the provision of accommodation or meals, the Company may pay an allowance as specified in Company manuals.

Subject to the provisions of the Implementation Schedule, the Company will introduce a system for the payment of meal allowances calculated and paid utilising the meal rates (that is excluding the incidental component) for salaries of \$221,551 and above from Taxation Determination TD2019/11 (as that determination and the salary bands therein are updated from time to time) as set out in (a) (b) and (c) below (the ATO Allowance). In the interim, the current arrangements in relation to allowances will continue to apply.

(a) **Meal allowances for slips in overseas ports**

Meal allowances for slips in overseas ports will be calculated as follows:

- (i) Units: Pilots will be paid a meal allowance for slips in overseas ports based on the time in port (TIP). TIP is defined as time from sign off to sign on at the port (the slip time).
- (ii) Rate: The applicable ATO allowance for meals for a day divided by 24.
- (iii) Overseas Meal Allowance (OMA) payable: units in (i) above multiplied by the rate in (ii) above
- (iv) Where the pattern does not slip overseas, for example New Zealand transits, the allowance will be calculated the same as Australian ports.

(b) **Meal allowances for Australian ports**

Meal allowances for Australian ports will be calculated as follows:

- (i) Units: Pilots will be paid a meal allowance based on the time from sign on to sign off at a pilot's base or posting.
- (ii) Rate: The applicable ATO allowance for meals for a day divided by 24.
- (iii) Domestic Meal Allowance (DMA) payable: units in (i) above multiplied by the rate in (ii) above

(c) **Meal allowances for patterns slipping in both overseas and Australian ports**

Meal allowances for patterns slipping in both overseas and Australian ports will be calculated as follows:

- (i) OMA applies as per (a) above.
- (ii) Where a pattern commences with a solely domestic tour of duty and slips in an Australian port prior to an overseas tour of duty, the units for DMA are calculated from sign-on at the pilot's base or posting to sign-on for the overseas tour of duty.
- (iii) Where a pattern finishes with a solely domestic tour of duty and slips in an Australian port following an overseas tour of duty, the units for DMA are calculated from sign off of the overseas tour of duty to sign-off at the pilot's base or posting.

Schedule 3

Implementation Schedule

Notes

- 1 There are certain clauses in the *Qantas Airways Limited Pilots (Long Haul) Enterprise Agreement 2020* (the Agreement) that will only come into effect when the necessary supporting systems have been developed and implemented by the Company (**Affected Clauses**).
- 2 The table below identifies the Affected Clauses and the estimated time when the provisions will come into effect.
- 3 If the Company becomes aware that the Target Implementation Date may not be met due to systems development or regulatory issues, the Company will consult with AIPA on the reasons for this and a revised Target Implementation Date will be set.

Affected Clause/s (in EBA10)	Description of Affected Clause/s	Target Implementation Date	Conditions and/or notes
28	Daily Travel Allowance	BP340 – 4 January 2021	New DTA Allowance system to replace current allowance system of ODTA/ADTA and STACR.
30.1.2 & 30.5	Home Transport	BP337 – 20 July 2020	New entitlement for home transport on JNB patterns. Home transport to be used in base, domicile or posting.
36.2.10 & 36.3.5	Annual leave and Long service	BP338 – 14 September 2020	Date used for longest elapsed time since last leave taken for both annual and long service leave.
RM4.7.3	MPG on BP cutover	BP338 – 14 September 2020	Recognise MPG across bid periods.
RM16.8.9	Blank line	BP337 – 20 July 2020	Last blank line date for new hires set to 01/01/2001.
RM63	Pre-allocation of training	BP341 – 1 March 2021	A manual system to pre-allocate training will be initially introduced. An electronic pre-allocation of training system is expected to be introduced by BP352 – 7 Nov 2022.
RM73.8	Flexi-Lines	BP338 – 14 September 2020	DDFDs pro-ration for flexi-line holder will be introduced. B787 80 hour flexi-line type will be made available to be bid for.

Affected Clause/s (in EBA10)	Description of Affected Clause/s	Target Implementation Date	Conditions and/or notes
Appendix A	Alternate Paxing Arrangement	BP337 – 20 July 2020	Appendix A-13(c) regarding the directional nature of paxing tickets.

EXECUTED AS AN INDUSTRIAL AGREEMENT

DATED this 7th day of APRIL 2020

SIGNED for and on behalf of Qantas Airways Limited

[Handwritten signature of Nathan Safe]

Signature of representative

NATHAN SAFE
Name of representative (print)

10 BOURKE ROAD MASCOT 2020
Address of representative (print)

MANAGER FLIGHT OPERATIONS PERFORMANCE
Office of representative

[Handwritten signature of Sonia Jay Milten]

Signature of representative

SONIA JAY MILLEN
Name of representative (print)

4/- 10 BOURKE RD, MASCOT, 2020
Address of representative (print)

EXECUTIVE MANAGER, INDUSTRIAL RELATIONS
Office of representative

SIGNED for and on behalf of the Australian and International Pilots Association

[Handwritten signature of Mark Sedgwick]

Signature of representative

Mark Sedgwick
Name of representative (print)
Suite 6.01, 247 Coward St
Mascot NSW 2020

Address of representative (print)

President

Office of representative

[Handwritten signature of Jason Beavan]

Signature of representative

Jason Beavan
Name of representative (print)
Suite 6.01, 247 Coward St
Mascot NSW 2020

Address of representative (print)

Vice President

Office of representative

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/993 – Application by Qantas Airways Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Jim Morton, Senior Manager Industrial Relations for Qantas Airways Limited give the following undertaking with respect to the *Qantas Airways Limited Pilots (Long Haul) Enterprise Agreement 2020* ("the Agreement"):

1. I have the authority given to me by Qantas Airways Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. Qantas Airways Limited undertakes that clauses 15.8.2(b) and 15.13 of the Agreement will not be applied in a manner that is inconsistent with s.324 of the *Fair Work Act 2009* (Cth).
3. This undertaking is provided on the basis of issues raised by the Fair Work Commission.



Signature



Date