



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Qantas Airways Ltd T/A Qantas Airways Ltd**  
(AG2020/276)

## **QANTAS AIRWAYS LIMITED PILOTS (SHORT HAUL) ENTERPRISE AGREEMENT 2020 (EBA8)**

Airline operations

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 18 FEBRUARY 2020

*Application for approval of the Qantas Airways Limited Pilots (Short Haul) Enterprise Agreement 2020 (EBA8).*

[1] An application has been made for approval of an enterprise agreement known as the *Qantas Airways Limited Pilots (Short Haul) Enterprise Agreement 2020 (EBA8) (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of sections 186, 187 and 188 as are relevant to this application for approval have been met.

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

[4] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 25 February 2020. The nominal expiry date of the Agreement is 31 August 2023.



DEPUTY PRESIDENT

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**PROPOSED AGREEMENT**

**QANTAS AIRWAYS LIMITED  
PILOTS (SHORT HAUL)  
ENTERPRISE AGREEMENT 2020  
(EBA8)**

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## PART 1 - INTRODUCTION

### 1 Title

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This Agreement will be known as the Qantas Airways Limited Pilots (Short Haul) Enterprise Agreement 2020 (EBA8) ("Agreement").

### 2 Duration

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This Agreement will operate from 7 days after approval by the Fair Work Commission except for the clauses specified in Schedule 1 ("Implementation Schedule"), which will operate according to the terms of that schedule. The nominal expiry date of this Agreement is 31 August 2023.

### 3 Application

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This Agreement is binding on Qantas Airways Limited ("the Company"), the Australian and International Pilots Association ("the Association") and all pilots employed in operations known as Qantas short haul operations who are members, or eligible to be members, of the Association.

### 4 Relationship to other instruments

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#### 4.1 Related Agreements/Awards

Subject to clause 4.2, and pursuant to the provisions of the Act, this Agreement is a comprehensive Agreement that applies to the exclusion of the Air Pilots Award 2010 and the Qantas/Australian Airlines Pilots Integration Award 1994 ("the Integration Award") (whichever may apply to pilots in Qantas short haul operations from time to time). 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.

#### 4.2 Integration Award & other matters

The following provisions of the Integration Award as in operation immediately before EBA6 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), 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and Schedule 1.

For the avoidance of doubt, subject to Appendix C, it is the intention of the parties that the provisions of the Integration Award called up in this clause operate as if they formed part of this Agreement.

To the extent of any inconsistency between the express terms of this Agreement and the terms of the Integration Award referred to above, this Agreement prevails unless expressly stated to the contrary.

#### 4.3 Pilots in senior managerial positions

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.

For the purpose of this clause, senior managerial positions are the positions currently described as Chief Operating Officer, Chief Pilot(s), Head of Flying Operations, Head of Training and Checking, Head of Flight Technical and Fleet Captain(s). A change to nomenclature will not of itself change the application of this clause.

## 5 Reserve and flexible work arrangements

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- 5.1 During the term of this Agreement the Company and the Association may give further consideration to:
- 5.1.1 a payment for standing reserve when the pilot is not subsequently called out from that reserve and a range of associated changes contingent on introducing such payment; and/or
  - 5.1.2 additional flexible work arrangements that complement and supplement the arrangements that are already in place.
- 5.2 Should the parties reach agreement on either or both of these matters during the life of the Agreement that requires a variation to this Agreement, then the parties will seek to vary the Agreement pursuant to the provisions of the Act.

## 6 Intent and purpose/statement of commitment

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### 6.1 Intent and Purpose

In making this Agreement, the parties recognise that compliance with its terms and the development of a spirit of cooperation are essential for mutual benefit and to achieve the intent and purpose of the Agreement.

### 6.2 Statement of Commitment

The Company is pleased with the quality of discussions with the Association on this new Agreement.

The current negotiations have been characterised by a willingness to discuss business realities, which may confront the Company and its staff due to external forces.

It is important to understand the difficulty in predicting the actual form of challenges, which may occur suddenly, or over a period.

Consequently, there needs to be continuing capacity for flexibility in being able to respond by a range of tactics.

Any narrow prescriptions could inhibit the effectiveness of vital commercial future strategies at a critical time.

However, the Company agrees on the preferability of working together with the Association and existing staff to find agreed solutions which are the best balance between commercial imperatives and consequences for people involved.

### 6.3 Types of Aircraft and Categories of Flying

The Company is not prepared to enter into narrow legal definitions or award prescriptions of who will fly specific equipment types on specific missions.

There are established practices and commitments, which have been operating on a stable basis over recent years.

In accordance with prior indications by the Company, there has been no attempt to use any category of flying (regional, domestic or international) to the detriment of a group engaged in another category.

It is clear that regional flying is a separate category because it must have a different cost structure.

There have been movements between categories of flying such as some previously domestic trunk flying being moved over to regional airlines, some previously regional international flying being carried out by the domestic trunk airline, and some domestic trunk flying being conducted by the international operation.

In turn, some such transfers of flying may reverse when commercial conditions change.

Such flexibility is in the interests of the Company and its people, and has been beneficial to the future success of the business and its staff.

It is very desirable to retain these common sense arrangements. The parties have built up a level of trust by practical behaviour.

#### **6.4 Response to changed competitive circumstances**

Detailed discussions have demonstrated the difficulty in drafting specific terms of agreement to suit unpredictable circumstances that could arise by way of changed competition or new business opportunities.

However, the Association has indicated its willingness to commit to enter into immediate and expeditious negotiations to enable appropriate tactical responses to changed circumstances.

In the case of the domestic market this could involve the need to form a new operations structure with significantly reduced costs including but not limited to people costs. This could be a completely new airline, or a separate segment of the existing airline.

In the case of overseas possibilities, the Association acknowledges that operations set up in a foreign jurisdiction would need a cost structure, including people costs, which would be competitive in that environment.

In summary form, the Association is indicating its flexibility to negotiate competitive cost structures made necessary by the competitive environment.

The Company clearly states its preference and commitment to work with the Association and existing airline staff to implement whatever changes are necessary for the future viability of the Company and its people.

This will require from both parties continuing attention to consultation, communication of information in an open and direct manner, willingness to confront commercial realities and flexibility.

Both parties by this Agreement commit to this constructive approach.

## PART 2 – DEFINITIONS, INTERPRETATION, ANTI-DISCRIMINATION AND SPECIAL CONDITIONS

### 7 Definitions

In this Agreement, unless the contrary intention is expressed or the context suggests otherwise:

Definition	Meaning
<b>accommodation</b>	accommodation provided for a pilot that is recognised as first class accommodation.
<b>Act</b>	the <i>Fair Work Act 2009</i> or any Act that replaces it.
<b>additional vacancy</b>	a promotional and/or type transfer vacancy that becomes available within a training block after initial vacancies have already been advertised (that is not a Residual Vacancy).
<b>Agreement</b>	<i>Qantas Airways Limited Pilot (Short Haul) Enterprise Agreement 2020 (EBA8)</i> .
<b>Allocated</b>	awarded or assigned.
<b>Anniversary Date</b>	is the anniversary of the date that the pilot was first employed by the Company.
<b>applicable annual salary</b>	a pilot's annual salary for minimum guarantee hours based on his or her category and years of service as set out in clause 27.
<b>applicable hourly rate</b>	a pilot's hourly rate pursuant to sub-clause 27.4 of this Agreement and is calculated by dividing the applicable annual salary rate by six-hundred- and ninety six (696).
<b>Assigned</b>	allocation of a duty, vacancy or period of leave to a pilot, for which the pilot has not bid.
<b>Association</b>	the Australian and International Pilots Association or its nominated representative or representatives.
<b>available day ("AV day")</b>	a day, not being an X day or a BL day, on which a pilot is not: <ul style="list-style-type: none"> <li>• rostered for duty;</li> </ul>

Definition	Meaning
	<ul style="list-style-type: none"> <li>• obliged to be readily available for duty; or</li> <li>• required to advise the Company of his or her whereabouts,</li> </ul> <p>but is a day on which the pilot may be allocated duty in accordance with the open time procedures as set out in the Rostering Manual.</p>
<b>Awarded</b>	allocation of a duty, vacancy or period of leave to a pilot as a result of the pilot's bid for, or acceptance of, an offer.
<b>Base</b>	the geographic location to which a pilot is allocated by the Company for the purposes of commencing and finishing duty.
<b>bid package</b>	<p>the collection of documents issued by the Company on the eighth (8<sup>th</sup>) day of each bid period that provides the information necessary for pilots to make their bids and includes:</p> <ul style="list-style-type: none"> <li>• Details of the aircraft patterns and their numbers;</li> <li>• State Age Limits;</li> <li>• Line Hours;</li> <li>• Line Bids Timetable;</li> <li>• Daily Commitment;</li> <li>• Planned Absences;</li> <li>• PSN; and</li> <li>• Condensed patterns.</li> </ul>
<b>bid period</b>	a twenty eight (28) day period designated by the Company for the purpose of bidding for, and allocation of, duties.
<b>blank day ("BL day")</b>	<p>a day, not being an X day, on which a pilot is not:</p> <ul style="list-style-type: none"> <li>• rostered for duty; or</li> <li>• obliged to be readily available for duty; or</li> <li>• required to advise the Company of his or her whereabouts,</li> </ul> <p>but is a day on which the pilot may be allocated duty in accordance with the open time procedures as set out in the Rostering Manual. In terms of not requiring a pilot to be available for duty, a BL day carries a high priority for non-availability, exceeded only by the priority for non-availability attaching to a Day Off.</p>
<b>CAAC</b>	the Company Aircrew Assessment Committee.

Definition	Meaning
<b>CAO Part 48</b>	Civil Aviation Order Part 48, Issue 6 issued as a CAO.
<b>CAO48 Exemption</b>	Sections 1-4 (Schedule Introduction) and Part II (Domestic (High Capacity) Operations) of the “standard industry exemptions” granted to the Company by CASA pursuant to paragraph 4.1 of CAO Part 48.
<b>CAOs</b>	a direction, notification, permission, approval or authority issued pursuant to Regulation 5 of the <i>Civil Aviation Regulations 1988</i> (CAR) as a <i>Civil Aviation Order</i> (CAO).
<b>Captain</b>	a pilot employed to act in command of an aircraft.
<b>carer</b>	a pilot who meets the criteria of a person who has responsibilities to care for or support a family member
<b>Carer’s Leave</b>	is leave taken to provide care or support to a member of the pilot’s immediate family, or a member of the pilot’s household, who requires care or support because of: <ul style="list-style-type: none"> <li>• a personal illness, or personal injury, affecting the member; or</li> <li>• an unexpected emergency affecting the member.</li> </ul>
<b>carer’s line</b>	a bid line allocated to a pilot who meets the criteria of a carer.
<b>CASA</b>	the Civil Aviation Safety Authority or its successor.
<b>category</b>	a pilot’s status according to a particular aircraft type. Categories are ranked in the following descending order: <ol style="list-style-type: none"> <li>1 B737 Captain;</li> <li>2 B737 First Officer.</li> </ol>
<b>Christmas Period</b>	the period commencing on 24 December and ceasing on 1 January inclusive.
<b>cleared to the line</b>	the operating status of a pilot who has successfully completed all training associated with endorsement on an aircraft type or for promotional training, and who has been approved by the Company to fly in the category for which the training was allocated to the pilot.

Definition	Meaning
<b>closure of open time</b>	<p>when open time can be allocated to a pilot pursuant to Part F of the Rostering Manual and:</p> <ul style="list-style-type: none"> <li>• <b>Late closure</b> means within two (2) calendar days of the day on which the duty commences (e.g. a duty commencing on Wednesday can be allocated on the preceding Monday).</li> <li>• <b>Normal closure</b> means that open time will close at 08:00, five (5) days before the day on which the duty commences, with notification commencing at 12:00 on the day of closure (e.g. a duty commencing Thursday may be allocated on the preceding Saturday).</li> </ul>
<b>Commission</b>	the Fair Work Commission or any body that replaces it.
<b>Company</b>	Qantas Airways Limited (ABN 16 009 661 901) or any of its duly delegated officers.
<b>Company briefing day ("CB day")</b>	a day rostered for the purpose of providing Company information to pilots on issues including but not limited to safety information, Company financial performance and operational based presentations.
<b>Company manuals</b>	Company manuals including publications such as the Flight Administration Manual, Flight Standing Orders and Notices to Flight Staff and other relevant documents pertaining to a pilot's employment provided they are consistent with this Agreement and the Rostering Manual.
<b>Company Premises</b>	a location at which a pilot is required by the Company to attend for duty.
<b>conditional bid</b>	a bid via an electronic letter of preference that is subject to a specific condition(s) imposed by the pilot.
<b>Contacted on the day of reserve</b>	contacted by the Company on or after the commencement of reserve duty.
<b>Credited hours pay</b>	the actual pattern value for a tour of duty or a series of tours of duty plus the credited value for all approved paid leave.
<b>Day</b>	the period between local midnight and the subsequent local midnight.
<b>Day Off ("X day")</b>	<p>a day on which a pilot is not:</p> <ul style="list-style-type: none"> <li>• rostered for duty; or</li> </ul>



Definition	Meaning
	<ul style="list-style-type: none"> <li>obliged to be readily available for duty; or</li> <li>required to advise the Company of his or her whereabouts,</li> </ul> <p>and remains a day free of duty except that a pilot may volunteer to perform a duty on a Day Off or be required to perform a flight duty on a Day Off in accordance with the open time provisions in the Rostering Manual.</p>
<b>De facto</b>	the same or different sex partner with whom the pilot lives on a bona fide domestic basis.
<b>Deadhead/ing</b>	travelling on an aircraft at the Company's direction other than as an operating pilot for the purpose of positioning for duty or returning to base after completing a duty.
<b>Disruption</b>	any event that causes a change to the Company's scheduled operations or a pilot's roster.
<b>Divisor</b>	<ul style="list-style-type: none"> <li><b>planning divisor</b> means the average hours projected to be allocated to pilots of a specific category and base at the completion of the pattern planning process and is the published figure that is used as a guide for the purpose of bidding.</li> <li><b>planned divisor</b> means the average hours allocated to pilots of a specific category and base, at the completion of the roster allocation process.</li> <li><b>actual divisor</b> means the average of the credited hours achieved for a specific category and base, at the completion of a bid period.</li> </ul>
<b>DTA</b>	Daily Travelling Allowance.
<b>Duty</b>	the work of a pilot and covers any and all activities that may be required of a pilot by the Company in accordance with this Agreement, the CAOs and the Rostering Manual.
<b>duty free day</b>	an AV day, or a BL day or an X day.
<b>duty hour</b>	an hour that falls within a duty period for the purposes of calculating Personal Leave pay.
<b>duty period</b>	a period that starts when a pilot is required by the Company to report for a duty and continues until the pilot is free of all duties.

Definition	Meaning
<b>Easter Period</b>	the period commencing three (3) days before Good Friday and ceasing on the day after Easter Monday.
<b>EBA6</b>	<i>Qantas Airways Limited Flight Crew (Short Haul) Workplace Agreement 2007.</i>
<b>EBA7</b>	<i>Qantas Airways Limited Flight Crew (Short Haul) Enterprise Agreement 2014 (EBA7).</i>
<b>First Officer</b>	a pilot employed to act as second-in-command of an aircraft.
<b>flight duty</b>	any duty where a pilot is in control of, or a member of the operating crew, of an aircraft within a duty period and commences from the moment that the aircraft first moves under its own power for the purposes of taking off until the moment that it comes to rest at the end of a flight.
<b>flight time</b>	the total time from the moment that the aircraft first moves under its own power for the purposes of taking off until the moment that it comes to rest at the end of a flight.
<b>HOTAC</b>	Head of Training and Checking and includes any person occupying an equivalent position (if the title of the position is replaced with another title) and his or her appointed deputy.
<b>hours creep</b>	the variation of hours (usually positive) that affects the duty or flight duty hours performed by a pilot for which the variation has not been planned.
<b>initial roster</b>	a pilot's roster for a bid period comprising patterns, tours of duty, duties, leave and duty free days allocated immediately following the completion of the roster allocation process before the commencement of the bid period.
<b>initial training</b>	any training required of a pilot (whether by the Company or CASA) on commencement of employment with the Company as a prerequisite to being cleared to the line.
<b>Initial vacancy</b>	a promotional and/or type transfer vacancy advertised by the Company for a category that is anticipated to become available during a training block.
<b>International Pattern Credit</b>	a credit calculated in accordance with clause 36.2.4.

<b>Definition</b>	<b>Meaning</b>
<b>Late night operation</b>	a duty period that includes flight duty, where the duty period includes more than thirty (30) minutes between the hours of 2300 and 0530 referenced to local midnight determined in accordance with clause RM8.
<b>LHEA</b>	Qantas Airways Limited Pilots (Long Haul) Enterprise Agreement 2015 or any successor agreement.
<b>LOL Plan</b>	Loss of Licence Insurance Plan.
<b>MD day</b>	a day on which a TRE is not normally required to perform a duty but which is rostered as a day for home study for TRE duties without pay (unless a TRE undertakes simulator or flying duties on a MD day).
<b>minimum guarantee hours</b>	53 hours and 24 minutes per 28 day bid period.
<b>Multi day reserve</b>	more than one consecutive day of reserve/reserve duty.
<b>open time</b>	any duty that is not contained in a Roster.
<b>open time book</b>	the book (or any other administrative facility or record maintained by the Company or any computer program) into or under which a pilot may indicate their willingness to carry out open time.
<b>open time list</b>	the list of open time maintained by the Company.
<b>PAC</b>	a Pilot Assessment Committee as referred to in clause 17.5 of this Agreement.
<b>Parties</b>	the Company and the Association.
<b>passive credit</b>	credit which does not apply during roster construction but which does apply for pay purposes.
<b>Pattern</b>	the planned itinerary of a tour of duty or a series of tours of duty.
<b>Personal Leave</b>	Personal Leave is leave for circumstances where a pilot is not fit for work because of a personal illness/injury affecting the pilot, or for Carer's Leave. A pilot's Personal Leave is

Definition	Meaning
	made up of PL-OLD and PL-NEW.
<b>pilot</b>	A Captain or First Officer employed by the Company pursuant to this Agreement.
<b>Pilot flight and duty limits</b>	flight and duty time limitations in accordance with CAO Part 48 and any exemptions or concessions given by CASA and agreed by the Association, not including dispensations given by CASA.
<b>PL-OLD</b>	is the personal leave accrued by a pilot prior to the date of approval of the Qantas Airways Limited Pilots (Short Haul) Enterprise Agreement 2020 (EBA8)
<b>PL-NEW</b>	is the personal leave accrued by a pilot on or after the date of approval of the Qantas Airways Limited Pilots (Short Haul) Enterprise Agreement 2020(EBA8)
<b>Preferential Sequence Number ("PSN")</b>	A pilot's position on the list of pilots used to provide priority for the purpose of bidding each bid period pursuant to clause RM37 of the Rostering Manual.
<b>Promotion</b>	a change by a pilot to a higher category or status.
<b>Promulgate</b>	<p>to make known to pilots via the Company manuals and, in addition to being circulated in the normal manner, will be:</p> <ul style="list-style-type: none"> <li>• sent to each pilot (if requested) when on approved annual leave, long service leave or leave without pay;</li> <li>• sent to each base station and posted on the crew room notice board;</li> <li>• sent to the Association's office; and</li> <li>• transmitted by other agreed electronic means.</li> </ul>
<b>Re-routing</b>	a change to the Company's scheduled operations or a pilot's roster.
<b>Reserve duty</b>	Means a maximum twelve (12) hour period of standby at the pilot's base or temporary transfer base at the Company's direction for the purpose of being available for operational duty.
<b>Residual Vacancy</b>	A vacancy resulting from the vacation of a position by a pilot who has been allocated an initial or additional vacancy.

<b>Definition</b>	<b>Meaning</b>
<b>Roster</b>	a pilot's rostered arrangement of duty for a bid period.
<b>Roster Construction</b>	the building of a pilot's initial roster for a bid period which is comprised of awarded and/or assigned patterns and/or other duties following the bidding process.
<b>Rostering Manual</b>	The Short Haul Rostering Manual annexed as Appendix A to this Agreement.
<b>Rostering Manual limits</b>	mean the allocation, rostering, flight time and duty limits as agreed between the parties and set out in the Rostering Manual.
<b>Schedule</b>	the planned arrangement for the use of an aircraft.
<b>Scheduling Consultative Committee ("SCC")</b>	a committee established pursuant to clause RM2 of the Rostering Manual and comprising representatives of the Company and the Association.
<b>Sector</b>	a flight duty, pattern or tour of duty departing from a port and arriving at a port.
<b>seniority date</b>	the date from which a pilot's seniority commenced to accrue as set out in the Seniority List.
<b>Seniority List</b>	the 'A' Seniority List as per the Integration Award, unless otherwise indicated.
<b>Short of time pilot</b>	a pilot who is considered short of time in accordance with RM54.
<b>sign-off</b>	the actual time of completion of all duties associated with a tour of duty.
<b>sign-on</b>	the actual time a pilot is required by the Company to report for duty.
<b>split duty</b>	a duty period that contains a rest period during which the pilot is relieved of all duty.
<b>suitable sleeping accommodation</b>	a comfortable self-contained room with (normal) single occupancy, with the use of a bed and a comfortable chair. The room is to be subject to minimum noise levels, with

Definition	Meaning
	facilities to control light, be well ventilated and with air conditioning (if available). The pilot must have access to sustenance at times appropriate to the flight duty requirements.
<b>Superannuation Plan</b>	the Qantas Superannuation Plan (or any successor to that Plan) or, where the context requires, the superannuation plan that a pilot has otherwise nominated consistent with the choice of fund regime.
<b>Supervisory Pilot</b>	a pilot appointed by the Company as a supervisory pilot and includes pilots appointed to senior managerial positions, administrative positions and to Type Rated Examiners, Check and Training Captains and Training Captains positions or to Type Rated Instructor positions.
<b>temporary transfer</b>	a pilot's transfer so designated, from the pilot's base to a geographic location where the pilot is to be located on conditions agreed by the Association for a period not exceeding three (3) bid periods, except where extended by mutual agreement.
<b>Temporary transfer base</b>	a base at which a pilot is located on a temporary transfer as defined.
<b>Time</b>	local time (unless stated otherwise).
<b>Tour of duty</b>	the period between the time a pilot commences any duties associated with his or her employment before making a flight or series of flights until he or she is finally relieved all such duties after the termination of such flights or series of flights.
<b>Training block</b>	a period of twelve (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 group.
<b>Training Pattern</b>	<p>is a pre-allocated pattern incorporating either:</p> <ul style="list-style-type: none"> <li>• line training;</li> <li>• line flying and ground training duties; or</li> <li>• ground training duties.</li> </ul>
<b>Training Pilots:</b>	<ul style="list-style-type: none"> <li>• <b>Type Rated Examiner</b>                      • a Captain who is appointed by the Company to perform</li> </ul>

Definition	Meaning
(TRE)	<p>checking and/or training duties as detailed in this Agreement</p> <ul style="list-style-type: none"> <li>formerly a Training Captain Category A/B</li> </ul>
<ul style="list-style-type: none"> <li><b>Check and Training Captain (CAT)</b></li> </ul>	<ul style="list-style-type: none"> <li>a Captain who is appointed by the Company to perform checking and/or training duties as detailed in this Agreement</li> <li>formerly a Training Captain Category D</li> </ul>
<ul style="list-style-type: none"> <li><b>Training Captain (TC)</b></li> </ul>	<ul style="list-style-type: none"> <li>a Captain who is appointed by the Company to perform training duties as detailed in this Agreement</li> <li>formerly a Training Captain Category E</li> </ul>
<ul style="list-style-type: none"> <li><b>Type Rated Instructor (TRI)</b></li> </ul>	<ul style="list-style-type: none"> <li>A Captain or First Officer who is appointed by the Company to perform checking and/or training duties as detailed in this Agreement</li> <li>Formerly a Training First Officer</li> </ul>
<b>Transitional Training</b>	training undertaken by a pilot for a category change.
<b>Transitional Training period</b>	a period during which a pilot is undertaking training for a category change.
<b>unscheduled recency or unscheduled route-check flight duty</b>	any recency or route-check flight duty that has previously been pre-allocated to a pilot but has not been undertaken by that pilot because of circumstances outside the Company's control.
<b>URTI</b>	upper respiratory tract infection.
<b>URTI Leave</b>	URTI Leave is leave for circumstances where a pilot is not fit for work because of an URTI.

## 8 Interpretation

- 8.1 Headings and explanatory notes are inserted for convenience only and do not affect interpretation.
- 8.2 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 8.3 A reference to one gender is not exclusive.

- 8.4 Unless stated otherwise, 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.
- 8.5 Unless stated otherwise, reference to any legislation or any clause or provision of that legislation includes any statutory modification or re-enactment of that legislation or any statutory provision substituted therefore and any ordinances, by-laws, regulations or other statutory instruments issued thereunder.

## 9 Anti-discrimination provision

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- 9.1 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.
- 9.2 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.
- 9.3 Nothing in this clause is to be taken to affect:
- 9.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 9.3.2 an employee, company or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
  - 9.3.3 the exemptions in section 772(2) of the Act.

## 10 Special conditions

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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 those circumstances require.



## PART 3 – DISPUTE RESOLUTION, CONSULTATION AND INDIVIDUAL FLEXIBILITY PROVISIONS

### 11 Dispute settlement procedure

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*Note: For the purpose of this clause 11, 'party' means the Company and pilot(s) covered by this Agreement.*

- 11.1 This clause 11 applies where any dispute arises about any matters arising under this Agreement or in relation to the NES provided that this procedure will not apply to matters relating to a pilot's flying proficiency or to matters of operational safety.
- 11.2 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:
- 11.2.1 The matter will first be discussed by the affected pilot(s) and Base Manager (or his/her delegate).
- 11.2.2 If not resolved, the matter will be discussed by the affected pilot(s) and the Chief Pilot (or his/her delegate).
- 11.2.3 Should an issue remain unresolved, it may be referred by either party to the Commission to resolve through private conciliation and/or arbitration.
- 11.3 Subject to the provisions of this clause, the parties to the dispute will accept the outcome of any arbitration.
- 11.4 If a dispute is referred to the Commission for resolution, the Commission can take any or all of the following actions as it considers appropriate to resolve the dispute:
- 11.4.1 convene conciliation conferences of the parties or their representatives at which the Commission is present;
- 11.4.2 require the parties or their representatives to confer among themselves at conferences at which the Commission is not present;
- 11.4.3 request, but not compel, a person to attend proceedings;
- 11.4.4 request, but not compel, a person to produce documents;
- 11.4.5 where either party requests, conciliate or make recommendations about particular aspects of a matter about which they are unable to reach agreement; and
- 11.4.6 subject to clause 11.1 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.
- 11.5 The Commission must follow due process and allow each party a fair and adequate opportunity to present their case.
- 11.6 Any determination by the Commission under clause 11.4.6 must be in writing if either party so requests, and must give reasons for the determination.
- 11.7 Any determination made by the Commission under clause 11.4.6 must not require a party to act in contravention of an applicable industrial instrument or law. Where relevant, and circumstances warrant, the Commission will consider previous decisions of the Commission.
- 11.8 The Commission must not issue interim orders, 'status quo' orders or interim determinations.
- 11.9 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.

- 11.10 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.
- 11.11 No party will be prejudiced as to the final settlement by the continuance of work in accordance with clause 11.10.
- 11.12 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.

## 12 Consultative Committee

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- 12.1 A Consultative Committee ("Committee") comprising representatives of both the Company and the Association, will be established.
- 12.2 The Committee will meet at regular agreed intervals to review and discuss issues relevant to the Company and pilots.
- 12.3 The purpose of establishing the Committee is to provide a mechanism and procedures in order to facilitate the efficient operation of the enterprise according to its particular needs.
- 12.4 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 follow the procedures included in the Act for the variation of an Agreement.

## 13 Consultation

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- 13.1 Subject to subclause 13.2, this clause applies if the Company:
  - 13.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on pilots; or
  - 13.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of the pilots.
- 13.2 For the avoidance of doubt, this clause does not apply to:
  - 13.2.1 a major change to production, program, organisation, structure or technology in relation to the enterprise if another clause in this Agreement provides for that change; or
  - 13.2.2 the allocation of, or change to, a pilot's hours of work or roster consistent with Part 6 and Appendix A (Rostering Manual) of this Agreement.
- 13.3 In this clause, 'relevant pilots' are the pilots who are likely to be affected by a change referred to in subclause 13.1.
- 13.4 The relevant pilots may appoint a representative for the purposes of the procedures in this clause. If:
  - 13.4.1 a relevant pilot appoints, or relevant pilots appoint, a representative for the purposes of consultation; and
  - 13.4.2 the pilot or pilots advise the Company of the identity of the representative, the Company must recognise the representative.

### **Change that subclause 13.1.1 applies to:**

- 13.5 For a major change that subclause 13.1.1 applies to:

- 13.5.1 the Company must notify the relevant pilots of the decision to introduce the major change; and
- 13.5.2 subclauses 13.6 to 13.9 apply.
- 13.6 As soon as practicable after making its decision, the Company must:
  - 13.6.1 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
  - 13.6.2 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.
- 13.7 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant pilots.
- 13.8 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant pilots.
- 13.9 In this clause, a major change is likely to have a significant effect on pilots if it results in:
  - 13.9.1 the termination of the employment of pilots; or
  - 13.9.2 major change to the composition, operation or size of the pilot workforce or to the skills required of pilots; or
  - 13.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 13.9.4 the alteration of hours of work; or
  - 13.9.5 the need to retrain pilots; or
  - 13.9.6 the need to relocate pilots to another workplace; or
  - 13.9.7 the restructuring of jobs.

**Change that subclause 13.1.2 applies to:**

- 13.10 For a change that subclause 13.1.2 applies to, as soon as practicable after proposing to introduce the change, the Company must:
  - 13.10.1 discuss with the relevant pilots the introduction of the change; and
  - 13.10.2 for the purposes of the discussion—provide to the relevant pilots:
    - (a) all relevant information about the change, including the nature of the change; and
    - (b) information about what the Company reasonably believes will be the effects of the change on the pilots; and
    - (c) information about any other matters that the Company reasonably believes are likely to affect the pilots; and
    - (d) invite the relevant pilots to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 13.11 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant pilots.

- 13.12 The Company must give prompt and genuine consideration to matters raised about the change by the relevant pilots.

## 14 Individual Flexibility

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- 14.1 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:
- 14.1.1 the agreement deals with 1 or more of the following matters:
    - (a) arrangements about when work is performed;
    - (b) overtime rates;
    - (c) penalty rates;
    - (d) allowances; or
    - (e) leave loading; and
  - 14.1.2 the arrangement meets the genuine needs of the Company and the pilot in relation to 1 or more of the matters mentioned in paragraph 14.1.1; and
  - 14.1.3 the arrangement is genuinely agreed to by the Company and the pilot.
- 14.2 The Company must ensure that the terms of the individual flexibility arrangement:
- 14.2.1 are about permitted matters under section 172 of the Act;
  - 14.2.2 are not unlawful terms under section 194 of the Act;
  - 14.2.3 result in the pilot being better off overall than the pilot would be if no arrangement was made;
  - 14.2.4 do not have a detrimental effect on the entitlements, terms and conditions of any other pilot; and
  - 14.2.5 do not have any effect other than as a term of the Agreement.
- 14.3 The Company must ensure that the individual flexibility arrangement:
- 14.3.1 is in writing;
  - 14.3.2 includes the name of the Company and the pilot;
  - 14.3.3 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 includes details of:
    - (a) the terms of the enterprise agreement that will be varied by the arrangement;
    - (b) how the arrangement will vary the effect of the terms;
    - (c) 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
    - (d) states the day on which the arrangement commences.
- 14.4 The Company must give the pilot a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14.5 The Company or the pilot may terminate the individual flexibility arrangement:
- 14.5.1 by giving no less than 28 days written notice to the other party to the arrangement; or
  - 14.5.2 if the Company and the pilot agree in writing—at any time.

## **PART 4 – COMPANY AND PILOTS’ OBLIGATIONS, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **15 Contract of employment**

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#### **15.1 Pilots will carry out orders of the Company**

- 15.1.1 A pilot will carry out all orders or instructions given by the Company provided that they are consistent with this Agreement.
- 15.1.2 Without limiting the application of sub-clause 15.1.1, a pilot will observe instructions and requirements contained in this Agreement and Company manuals.

#### **15.2 Exclusive Service**

A pilot must not fly an aircraft during the period of his or her employment except in the service of the Company unless the Company consents in writing.

#### **15.3 Contactability**

A pilot will advise the Company in writing of his or her current residential address, contact telephone number and, if available and desirable, an email address.

#### **15.4 Work Organisation**

- 15.4.1 The Company may establish, discontinue or re-establish a base anywhere within its network.
- 15.4.2 Subject to the provisions of this Agreement, a pilot will carry out duty in any part of the world where the Company may be operating from time to time.
- 15.4.3 Notwithstanding sub-clauses 15.4.1 and 15.4.2, duty by a pilot outside of Australia other than duty provided for under Clause 36 will be subject to appropriate provisions and entitlements being agreed, in advance, between the parties.

#### **15.5 Orders to pilots**

All orders to pilots regarding positions, allocation to aircraft type, allocation to bases, promotion and leave of absence will be given or confirmed in writing.

#### **15.6 Probationary periods**

- 15.6.1 A pilot will be on probation for a period of up to twelve (12) months from the date of his or her appointment with the Company or, at the Company's discretion, upon the successful completion of the pilot's first postgraduate licence renewal, whichever occurs later.
- 15.6.2 The period of a pilot's probation may be extended by any period of absence as a result of the pilot's personal illness.

#### **15.7 Stand-Down Provisions**

Notwithstanding any other clause of this Agreement, the Company is entitled to deduct payments from the pay of a pilot for any day on which the pilot cannot be usefully employed because of any strike, stoppage or any other limitation of work for which the Company cannot be held responsible subject to the following conditions:

- 15.7.1 If the Company intends to exercise the right conferred by this sub-clause 15.7 in respect of a pilot it must notify the pilot in advance, specifying the date or dates that it intends to commence to exercise the right.
- 15.7.2 Whilst notification pursuant to sub-clause 15.7.1 remains in force the pilot will be deemed to be stood down for the purposes of this sub-clause.
- 15.7.3 A pilot can only be stood down at his or her base.

- 15.7.4 Any pilot who is stood down under this sub-clause:
- (a) will be treated for all purposes (other than pay) as having continuity of service and employment, notwithstanding having been stood down;
  - (b) may at any time whilst stood down, terminate his or her employment without notice and will be entitled to receive as soon as is practicable, all pay and allowance entitlements up to the time of termination; and
  - (c) will be at liberty to take other employment and in the event of a pilot so doing, it will constitute an acceptable reason for the pilot not reporting for duty from the time subsequently notified by the Company, that he or she is required for duty and/or is working out a period of notice not exceeding two (2) weeks that may be required in such other employment.
- 15.7.5 Any pilot who terminates employment under sub-clause 15.7.4(b) will, for all purposes (other than pay in lieu of notice) be treated as if the employment had been terminated by the Company without default by the pilot.
- 15.7.6 Any pilot who is notified in accordance with sub-clause 15.7.1 will be entitled to elect to use any annual leave entitlements (whether such entitlements are due or accruing), whilst stood down.

## **15.8 Termination of Employment**

### **15.8.1 Notice of termination by the Company**

- (a) A pilot's employment may be terminated by the Company by the giving of the following period of notice in writing:
  - (1) During the first twelve (12) months of continuous service (or during any extended period of probation) – two (2) weeks;
  - (2) After twelve (12) months' continuous service – four (4) weeks;
- (b) In addition to this notice, if the pilot is over forty five (45) years old and has completed at least two (2) years of continuous service with the Company, the period of notice that must be provided by the Company under this sub-clause 15.8.1(b) will be increased by one (1) week;
- (c) The Company may elect to make a payment in lieu of notice for part or all of the required notice period.

### **15.8.2 Notice of termination by a pilot**

- (a) The notice of termination required to be given by an employee is the same as that required of the Company, however a pilot is not required to give the Company an additional period of notice based on age.
- (b) The period of notice to be given by the pilot as set out in sub-clause 15.8.2(a) may be reduced or waived by mutual agreement between the Company and the pilot.

### **15.8.3 Summary dismissal**

- (a) Nothing in this Agreement will derogate from the Company's right at common law to dismiss a pilot without notice for sufficient cause.
- (b) A pilot who is summarily dismissed pursuant to this sub-clause 15.8.3 will be paid up to the date of dismissal only.

### **15.8.4 Commencement of period of notice**

Where notice of termination is given to a pilot, the notice period will not commence until the pilot has returned to his or her base unless the pilot cannot be returned to base in a reasonable time period.

**15.8.5 Pilot's returned to base at Company's expense**

Where notice of termination is given to a pilot, the Company must provide the pilot with air travel to enable him or her to return to base before termination.

**15.9 Withholding pilots from service**

15.9.1 Notwithstanding any other clause of this Agreement, a pilot may be withheld from service following an aircraft accident or aircraft incident in which he or she may have been involved.

15.9.2 A pilot withheld from service pursuant to sub-clause 15.9.1 will continue to receive pay as though he or she had continued to work for at least a typical bid period, pending the outcome of an investigation into such accident or incident.

15.9.3 If the pilot is found to be responsible or culpable for an accident or incident and a penalty that may include suspension without pay is assessed, any monies overpaid in these circumstances will be repaid by the pilot as is mutually arranged or, failing a reply by the pilot to any proposal made by the Company for such repayment, will be deducted from the pilot's next available earnings or from any monies due on termination of the pilot's services.

**15.10 Suspension from duty**

15.10.1 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 CASA; or
- (c) a pilot, due to his or her own negligence, is not sufficiently qualified.

15.10.2 Sub-clause 15.10.1 will not apply in a case of licence suspension due to medical disability.

**15.11 Overpayment of pilot**

15.11.1 Where a pilot has been paid or advanced monies in excess of his or her entitlement under this Agreement, the overpaid monies will be returnable promptly, subject to reasonable attempts being mutually agreed, depending on the circumstances of the particular situation.

15.11.2 In any such situation, the Company will advise the pilot in writing of its intention to recover the monies giving such details as will satisfactorily identify the nature and extent of the overpayment involved.

15.11.3 The Company must not deduct monies from a pilot's pay in respect of an overpayment without the pilot's knowledge and express agreement.

**15.12 Redundancy****15.12.1 Redundancy entitlement**

When the conditions of the Integration Award as called up in this Agreement relating to redundancy (but excluding voluntary separation) and recall from redundancy have been satisfied, the following package will apply to a pilot whose position becomes redundant:

- (a) three (3) weeks' pay for each 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.

The payments set out in this sub-clause 15.12.1 do not include payment in lieu of notice.

**15.12.2 Company will give notice of possible redundancy**

Pilots will be given at least three (3) months' notice of possible termination on account of redundancy.

**15.12.3 Pay calculation**

For the purposes of this clause, pay means the annual salary as specified in Part 5 of this Agreement for the pilot's status and type. A week's pay will be calculated by dividing the annual salary by fifty-two (52).

**15.12.4 Maximum redundancy payment**

The maximum entitlement for redundancy will be ninety-five (95) weeks.

**15.12.5 Long service leave**

Pro-rata long service leave will be paid to pilots with more than twelve (12) months' continuous service. For the purpose of these provisions, long service leave will be applied in accordance with the amount provided under the Company's policy on long service leave.

**15.12.6 Superannuation**

If applicable, superannuation payments will be in accordance with the Superannuation Plan including full vesting of the Company's contributions with interest at the 'Credited Interest Rate' or 'Interim Credited Interest Rate'.

**15.12.7 Staff travel entitlements**

Pilots will be entitled to the benefits that apply to redundancy as outlined in the Company's Staff Travel Policy that applies to pilots from time to time.

**15.12.8 Company certificate of service**

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

**15.12.9 Notification to Centrelink**

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

**15.12.10 Outplacement services**

The Company will provide an outplacement service for all retrenched pilots. Full regard will be given 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 pilot 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 the period of special paid leave and before cessation of employment with the Company.

**15.12.11 Ground training opportunities**

- (a) 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, recreation leave, personal leave, long service leave) will be portable to any ground position.
- (e) For pilots who are allocated a ground staff position, the Company will provide pay maintenance (based on a salary at the rate of fifty three



(53) hours and twenty four (24) minutes each twenty eight (28) day bid period for the pilot's category and type existing immediately before cessation of employment with the Company as a pilot) for a period of four (4) bid periods commencing from the date the pilot commences work as a ground staff employee.

#### 15.12.12 Financial counselling

- (a) All pilots nominated for retrenchment will be provided with a detailed estimate of their redundancy pay and superannuation entitlements, at the time of their nomination.
- (b) Pilots who are retrenched will have access to financial counselling.
- (c) Where practicable, financial services will be provided to the pilot during the period of special paid leave.

#### 15.12.13 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.

### 15.13 Ordinary Hours of Work

When a pilot performs ground duties (for example, pre-maternity leave or as part of a workplace return to work program):

15.13.1 The ordinary full time hours for the performance of the ground duties is thirty eight (38) hours per week.

15.13.2 The weekly rate of pay will be:

*$\frac{1}{4}$  x average actual bid period divisor for the pilot's base and category x the pilots applicable hourly rate of pay under clause 27.*

15.13.3 The weekly rate of pay will be pro-rated if the ground duties are performed on a less than full time basis.

## 16 Seniority

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### 16.1 General provisions

- 16.1.1 Subject to sub-clauses 16.1.4, 16.1.5 and 45.2.17, seniority will be pursuant to the provisions of the Integration Award that have been called up in this Agreement.
- 16.1.2 Pilots who were employed under the *Australian Airlines Pilots Award 1989* as at 13 September 1992 will hold relative seniority positions (in the Company) in accordance with the Seniority List pursuant to the provisions of the Integration Award as called up in this Agreement.
- 16.1.3 Pilots employed after 13 September 1992 will be allocated positions pursuant to the called up provisions of the Integration Award.
- 16.1.4 A pilot transferred to non-flying duty will cease to retain seniority on the Seniority List referred to in sub-clause 16.2 unless:
  - (a) clause 16.1.7 applies;
  - (b) the pilot maintains an Airline Transport Pilot's Licence; or
  - (c) there is a written agreement between the Company and the Association that the pilot will retain seniority.
- 16.1.5 A pilot who is transferred to non-flying duty on account of personal illness will continue to maintain seniority whether or not he or she maintains the licence required for his or her status (except where the licence has been cancelled) until the pilot is able to return to flying duty or until the date of retirement for medical reasons. Where the licence of the pilot is cancelled, the pilot's name

will be removed from the Seniority List unless the pilot successfully appeals to CASA against the licence cancellation, in which case service for the purpose of determining the pilot's position on the seniority list will be regarded as having been continuous.

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

16.1.7 A pilot, who has lost seniority as a result of termination of his or her employment, will, if re-employed by the Company as a pilot, commence seniority from the date of his or her re-employment unless the re-employment constitutes reinstatement, in which case service will be deemed to be unbroken.

16.1.8 A pilot:

- (a) whose services were terminated as a result of the pilot's licence being cancelled or not renewed by CASA; and
- (b) who received payment of a capital sum under the LOL Plan; and
- (c) who, within four (4) years following termination of employment with the Company, is medically cleared by CASA for the issue of an Airline Transport Pilot Licence;

may, within three (3) months from the date of being medically cleared by CASA, apply in writing for re-employment with the Company. A pilot re-employed in accordance within this clause will be given the relative seniority position held on the Seniority List at the time of termination. The Company, in its absolute discretion, may reject any application for re-employment and the Dispute Settlement Procedure of this Agreement will not apply to any such application.

## 16.2 Seniority List

16.2.1 The Company will promulgate a Seniority List showing the names of all pilots arranged and numbered in order of seniority. The list will show alongside each pilot's name, the pilot's status, seniority number and seniority date.

16.2.2 Pilots' names will be added to the list in accordance with the provisions of the Integration Award that have been called up in this Agreement.

16.2.3 The Seniority List will be brought up to date effective 1 July and promulgated by 31 July each year.

16.2.4 If a pilot believes that the Seniority List is not accurate, he or she may lodge a complaint within sixty (60) days of the date of promulgation of the list in which the error or omission is alleged to have occurred. If any such objection is upheld, a revised list will be issued not later than fourteen (14) days after the day on which the objection is upheld and such list will be final and will be accepted as being correct for all purposes of this Agreement.

16.2.5 Any incorrect listing or any other discrepancy on the annual Seniority List which is not objected to under sub-clause 16.2.4 cannot subsequently be the subject of an objection in any later Seniority List except that typographical and clerical errors may be corrected at any time.

16.2.6 Any objection lodged under this sub-clause will be promulgated forthwith for the information of all pilots.

## 16.3 Application of seniority

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

- (a) Promotion;
- (b) transfer to a base;
- (c) transfer to, and status on, an aircraft type; and

- (d) subject to clause 45.3, in the event of redundancy, selection for any consequential action considered appropriate, including termination.

Where a pilot applies for a vacancy under this sub-clause and is considered not to be sufficiently qualified, the Company will advise the pilot accordingly. The application of seniority referred herein includes transfer of short haul pilots to long haul operations as set out in clause 21.

- 16.3.2 The Company will advertise initial vacancies planned for a training block annually. This will occur in April each year unless deferred for operational reasons after consultation with the Association. Each advertised vacancy will specify the closing date for submitting bids and or updating letters of preference, the bid period in which the training is expected to commence and if possible, the planned date on which the training course is to commence. Bids will be open for three (3) weeks unless agreed otherwise with the Association.
- 16.3.3 All initial and residual vacancies will be allocated, and the names of successful applicants promulgated thirty one (31) days after the advertised closing date for bids. 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.
- 16.3.4 All initial vacancies will be awarded in order of seniority to sufficiently qualified pilots from letters of preference by the closing time and date specified in the promulgation notice.
- 16.3.5 Residual vacancies will be awarded in order of seniority of sufficiently qualified pilots from letters of preference at the closing time and date specified in the promulgation notice.
- 16.3.6 If there are no letters of preference the initial and residual vacancies will be assigned to sufficiently qualified pilots in reverse order of seniority.
- 16.3.7 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 16.3.9.
- 16.3.8 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 pilot.
- 16.3.9 A pilot who is not considered to be operationally suitable for training (refer clauses 17.4 and 17.5) but who has had a time fixed for a review, may be provisionally allocated a vacancy, with the 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 may be cancelled or re-filled. If re-filled, the vacancy will be allocated from the letters of preference held on file at the time that the decision that a pilot is not cleared for training is made.
- 16.3.10 Pilots will be trained in seniority order unless operational requirements or training constraints necessitate a variance to that order, in which case the Company will advise the Association of the reason before promulgating the allocated vacancies.
- 16.3.11 If a vacancy is created during a training block due to a pilot failing a training program, the Company may fill the training vacancy. If filled, the training vacancy will be allocated from letters of preference held on file at the time the vacancy is created.
- 16.3.12 The following applies when additional vacancies are created:
- (a) additional vacancies will be awarded in order of seniority (or assigned in reverse seniority order) to sufficiently qualified pilots from 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 re-advertised (with a four (4) week period in

which pilots can bid) 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.
- (d) The Company may release a pilot from an allocated vacancy. Unless released on compassionate ground, a pilot may be denied an allocation of another vacancy for a period of not more than twelve (12) months from the promulgated date of the vacancy from which he or she has been released. If a pilot is released from a vacancy, the vacancy may be cancelled or re-filled. If re-filled, the vacancy will be allocated from the letters of preference 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 category for which pilots have commenced training to be re-ordered.

#### 16.3.13 Training course dates

- (a) If the number of pilots to be trained in a training block need to be reduced, any pilot assigned to a vacancy will be released from that 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) Subject to any conditional bids, the Company will use its best endeavours to allocate training course dates in seniority order in accordance with the provisions of the Integration Award that have been called up by this Agreement. If a training course is not allocated in seniority order, then all pilots senior to the most junior pilot training during the training block must also be trained during the training block.

16.3.14 If training vacancies are cancelled, the Company and the Association will consult with each other as to the appropriate method of dealing with any problems resulting from the cancellations.

#### 16.3.15 Re-scheduled or deferred training course dates

- (a) Training course dates may be rescheduled 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 Letters of Preference

16.4.1 Each pilot will file an electronic letter of preference, in a manner specified by the Company to identify the pilot's preference for:

- (a) a category vacancy; or
- (b) a base.

16.4.2 It is a pilot's responsibility to ensure that his or her electronic letter of preference is current at all times and a pilot who wishes to alter his or her electronic letter of preference may do so at any time.

16.4.3 Letters of preference shall be lodged with the Company electronically.

### 16.5 Limitations on seniority

16.5.1 Selection of a pilot for a Supervisory or Training position will be at the discretion of the Company and will not depend on seniority.

16.5.2 The Company may reject a pilot's bid for a vacancy if the pilot is subject to a freeze period as set out in clause 20.

- 16.5.3 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.
- 16.5.4 A pilot may bid for a vacancy in a lower category but the award of the vacancy will be at the Company's discretion.
- 16.5.5 Subject to clause 16.5.6, where there is a vacancy at a base and provided there will be no change in the overall pilot numbers in the category across all bases, the Company may limit the award of base transfers to qualified pilots by taking the following steps:
- (a) award from letters of preference, in seniority order, a base transfer to pilots in that category; and
  - (b) where the above award results in residual vacancies in that category at another base or bases, award from letters of preference of pilots in that category, in seniority order, the residual base transfers until all vacancies in the category are filled.
- 16.5.6 Prior to limiting the award of a base transfer to a pilot as provided for at clause 16.5.5 the Company will consult with the Association on whether the imbalance of pilot numbers between bases could be addressed and resolved on an ongoing basis by other means.

## 17 Promotion

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### 17.1 Status

- 17.1.1 The status of pilots will be ranked in the following descending order:
- (a) Captain;
  - (b) First Officer.
- 17.1.2 A pilot who is cleared to the line on completion of initial training on a short haul aircraft will have the status of First Officer on the aircraft type to which he or she is initially allocated.
- 17.1.3 Pilots transferring within the Company's short haul operations will retain their pre-transfer short haul status until they have been cleared to the line in their new category.

### 17.2 Selection for training and promotion

- 17.2.1 Selection of a pilot for training and promotion beyond the category of First Officer on the aircraft type to which the pilot was initially allocated will, provided the pilot is sufficiently qualified, be in accordance with this sub-clause 17.2 and clause 16.
- 17.2.2 The Company will assess the operational suitability of each pilot for promotional training no later than five (5) years after the pilot becomes operational in a category. Where the Company determines that a pilot does not have the operational suitability for promotional training, the pilot's case will be referred to the PAC as constituted under sub-clause 17.5.
- 17.2.3 A pilot will be considered sufficiently qualified to commence training for a promotional vacancy if the pilot:
- (a) meets CASA's licensing requirements;
  - (b) meets the Company promotional criteria; and
  - (c) is considered operationally suitable for the training.
- 17.2.4 If the Company decides that a pilot is not operationally suitable for such training, it must, within twenty eight (28) days of making such decision, inform the pilot of the reasons for the decision.

**17.3 Failing promotional training or failing to achieve required standard of proficiency**

- 17.3.1 In the event that a pilot fails a promotional training program or an aircraft type transfer training program and is not cleared by the Company for a second training program, the pilot's case will be referred to the PAC.
- 17.3.2 A pilot who fails to achieve the required standard of proficiency either during or at completion of a training program may be given the opportunity to:
- (a) revert to his or her previous category and subject to clearance by the Company or the PAC, be awarded or assigned a second training program and have the option of having the final check in that program conducted by a pilot other than the pilot who conducted the first check; or
  - (b) bid for and be awarded such other vacancy in his or her status for which the pilot is or can be qualified subject to clearance by the Company or the PAC and to be awarded or assigned a second training program and to have the option of having the final check in that program conducted by a pilot other than the pilot who conducted the first check.

**17.4 Command potential assessment**

- 17.4.1 The Company may require a First Officer to undergo a command potential assessment, pursuant to this sub-clause 17.4, if the Company has a legitimate concern as to the pilot's operational suitability (as referred to in sub-clause 17.2).
- 17.4.2 An assessment pursuant to this sub-clause 17.4 will be conducted in accordance with established criteria and/or against an agreed standard.
- 17.4.3 If a pilot fails to satisfy requirements in a command potential assessment he or she will be given suitable additional training before being required to undertake a further assessment.
- 17.4.4 If a pilot fails a further assessment, the Company may refer the matter to the PAC to consider the pilot's operational suitability.

**17.5 Pilot Assessment Committee**

- 17.5.1 A PAC will be constituted, with a membership consisting of six (6) TREs and/or CATs employed by the Company, of which:
- (a) three (3) members will be nominated by the Company;
  - (b) three (3) members will be nominated by the Association; and
  - (c) chairmanship of the PAC will alternate between pilots nominated by the Company and pilots nominated by the Association.
- 17.5.2 Where the Company has not cleared a pilot for promotional and/or aircraft type transfer training, the PAC will assess the pilot's flying experience, qualifications and operational suitability for such training.
- 17.5.3 In assessing a pilot's suitability for promotion and/or aircraft Type transfer training, the PAC will have regard to:
- (a) Flight training reports and Captains' Confidential Pilot Reports;
  - (b) PAC members' personal knowledge of the particular pilot being assessed and/or the personal knowledge of any other Training Captain called upon to assist the PAC;
  - (c) The pilot's performance over the past five (5) years and his/her earlier record where this is considered helpful;
  - (d) The results of any flight check conducted in accordance with the provisions of this clause 17 (Promotion); and
  - (e) Any written representation provided by the pilot before the meeting for the consideration of the PAC.

- 17.5.4 Where the PAC is equally divided in its assessment of a pilot for training for promotion or aircraft type transfer, the pilot will be considered as approved for such training.
- 17.5.5 The findings of the PAC will be passed to the Chief Pilot and will be confidential.
- 17.5.6 The Chief Pilot (or his or her nominee) will brief the pilot as to the findings as soon as practicable and, where appropriate, arrange counselling for the pilot.

## 18 Allocation to base

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### 18.1 Company to allocate each pilot to a base

- 18.1.1 The Company will allocate each pilot to a base.
- 18.1.2 The Company will not require a pilot to be domiciled at, or to operate from, a base until all relevant terms and conditions of employment have been established.

### 18.2 Promulgation of vacancies

- 18.2.1 Pursuant to clauses 16.3.2 and 16.3.3 the Company will promulgate any vacancies at bases at least forty nine (49) days before the intended date of commencement in the vacancy and, at the time of notification, must provide the following information to pilots:
- (a) the name 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 twenty-eight (28) days after promulgation).
- 18.2.2 Where vacancies occur in a category at more than one (1) base, the Company will promulgate the vacancies in order of their expected effective dates of commencement.

### 18.3 Transfers

- 18.3.1 A pilot who transfers from one (1) base to another at his or her own request will bear all expenses associated with the transfer.
- 18.3.2 A pilot when transferring from one (1) base to another at the Company's direction will be entitled to receive payment from the Company for reasonable expenses incurred for the removal of furniture, possessions and personal effects as detailed in the Qantas Staff Transfer Policy.

### 18.4 Allocation procedures

- 18.4.1 Base vacancies will normally be allocated no later than twenty-one (21) days before the advertised effective date of commencement of the base vacancy.
- 18.4.2 As soon as a vacancy has been allocated, the terms and conditions applying to it will be confirmed in writing to the pilot to whom it has been allocated.

### 18.5 Rejection of bids

The Company may reject a pilot's bid for a basing if a relevant agreement limitation or restriction will affect the pilot as at the intended date of commencement at the new base.

### 18.6 Compassionate base transfer

If a pilot requests a transfer to another base for reasons to do with personal or family health, the request will promptly be considered jointly by the Company and the Association who may mutually agree to permit the pilot to be awarded the next vacancy at the nominated base.

**18.7 Establishment of new bases****18.7.1 Scope of clause**

- (a) The procedure set out in this clause only applies in relation to the establishment of new bases.
- (b) The Company may, pursuant to this clause, establish a new base while maintaining an optimum establishment level at each of its existing bases.

**18.7.2 Company may set an optimum establishment for a base**

The Company may:

- (a) set an optimum establishment level for each of its existing, or any new, bases; and
- (b) require that the establishment at each of its existing, or any new, bases cannot fall below the optimum establishment level,

provided that the setting of an optimum establishment level will not, of itself, give the Company the right to assign pilots from one (1) base to another except when a new base is being established.

**18.7.3 Procedure for allocation of vacancies at new bases**

- (a) The Company must:
  - (1) advise pilots of its intention to establish a new base;
  - (2) ask pilots to submit expressions of interest in bidding for vacancies at any new base or bases;
  - (3) advise pilots of the number of vacancies in each category that are available at any new base; and
  - (4) inform pilots of the optimum establishment figure for each existing base and indicate how many bids for vacancies at the new base it will accept from pilots at each existing base.
- (b) Pilots will bid for vacancies in accordance with the relevant procedures set out in this Agreement.

**18.7.4 Maintenance of optimum establishment levels**

- (a) For the purpose of maintaining an optimum establishment level at an existing base, the Company may in its absolute discretion restrict the number of pilots in that existing base to whom vacancies at a new base can be allocated.
- (b) If the number of bids from pilots in an existing base for vacancies in a new base would, if successful, cause the existing base's establishment to fall below the optimum establishment level, the Company may refuse to accept those bids but can accept bids from more junior pilots in another existing base and allocate vacancies at the new base to the more junior pilots subject to the following:
  - (1) if a more junior pilot from another existing base is allocated a vacancy in a new base, the Company will compile a list (referred to as the "New Base Priority List") of the more senior pilots whose bids were not accepted and those more senior pilots will be given priority in seniority order for the award of any further vacancies that become available at the new base;
  - (2) if a more senior pilot subsequently rejects the award of a vacancy at the new base, his or her name will be removed from the New Base Priority List; and
  - (3) the New Base Priority List will only be created in relation to the initial bids of pilots at the time that the new base is



established. Once all of the pilots on the New Base Priority List have transferred to the new base or elected not to transfer to the new base (or requested their name to be removed from the New Base Priority List), the New Base Priority List will cease to be of any force or effect.

## **18.8 Review of terms and conditions at bases**

At the request of the Association or the Company, the suitability of terms and conditions attached to a base vacancy may be reviewed in light of changed circumstances.

## **18.9 Base transfers and swaps**

### **18.9.1 Interpretation**

- (a) Unless expressly stated otherwise in this clause, in the event of an inconsistency between this clause and the other provisions of this Agreement, the provisions of this Agreement will prevail.

### **18.9.2 Temporary Base Transfers**

- (a) When a temporary vacancy (or vacancies) arises in a particular category at a particular base and no overall increase in the establishment at the base in which the vacancy exists (the "Relevant Base") is required, the Company will award the temporary vacancy to a pilot (or pilots) on the Temporary Transfer List who have bid for a temporary transfer vacancy (or vacancies) to the Relevant Base on a rotational basis in accordance with this clause ("Temporary Base Transfers and the Temporary Transfer List").
- (b) A Temporary Base Transfer will be for a period of one (1) bid period. To be eligible to be awarded a Temporary Base Transfer a pilot must be available to operate, in the Relevant Base, for the complete bid period in which the Temporary Base Transfer is to take place (e.g. the pilot cannot have any leave, or other planned absence, during the bid period in which the temporary transfer is to take place). The Company may agree to waive this requirement at its discretion.
- (c) For the purpose of maintaining establishment levels at any base, the Company may in its absolute discretion restrict the number of pilots in any base to whom vacancies at the relevant base can be allocated.

### **18.9.3 Temporary Transfer List**

- (a) The Company will maintain a list of pilots who wish to bid for a transfer from one (1) base to another on a temporary basis ("Temporary Transfer List").
- (b) A Temporary Base Transfer form must be submitted and updated as desired by the pilot in a manner specified by the Company.
- (c) It is a pilot's responsibility to ensure that his or her bids for a Temporary Base Transfer are current at all times.
- (d) A pilot who wishes to have his or her name removed from the Temporary Transfer List or amend his or her transfer bids must submit an amended Temporary Base Transfer form.
- (e) Pilots participating in a Temporary Base Transfer will be rostered and scheduled from the Temporary Base in accordance with the Rostering Manual.
- (f) The Company will provide all pilots with access to the Temporary Transfer List and will ensure that it is up to date.

### **18.9.4 Permanent Base Swaps**

- (a) The Company will monitor Pilot Letters of Preference and may award the bids by two (2) or more pilots in the same category to swap bases on a one for one basis. The swap must be between pilots within the

same category and result in no change to the base establishments. The types of permanent base swaps that will be considered will be:

- (1) Two Way Base Swaps, where the Permanent Base Swap involves two pilots from reciprocal bases.
  - (2) Multi Way Base Swaps, where the Permanent Base Swaps involve multiple pilots swapping between multiple bases and resulting in no change to the establishment of each base.
- (b) Multi Way Base Swaps will only be awarded if all pilots involved are more senior than both pilots who would otherwise be awarded a Two Way Base Swap.
  - (c) The transfer date may be varied by mutual agreement between the pilots who are awarded Base Swaps and the Company.

#### **18.10 Base Transfers between East and West Coast**

- 18.10.1 A pilot commencing a basing in Perth from another State, will be entitled to a period of not less than six (6) days free of all duty prior to commencing his or her Perth basing, in order to complete relocation related activities. These days will be rostered, paid and debited as annual leave days unless already rostered as X days.
- 18.10.2 The Company may approve a request from the pilot to increase this period by taking accrued annual or long service leave to a maximum of twenty one (21) days.
- 18.10.3 A pilot completing training and commencing a basing in the opposite direction will be provided with the same entitlement.

## **19 Allocation to aircraft type**

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### **19.1 Method of Allocation**

- 19.1.1 Subject to the terms of the Integration Award that have been called up in this Agreement and without limiting any other provisions of this Agreement, where a vacancy for a pilot occurs, it will be awarded or assigned in accordance with clause 16 (Seniority).
- 19.1.2 A pilot awarded or assigned a vacancy which involves a type endorsement may, at the Company's option, be required to remain on the new type for a period of time as specified in clause 20 (Freeze periods).

### **19.2 Reduction in the number of pilots at a base**

- 19.2.1 If the Company anticipates or foreshadows a reduction in the number of pilots in a category at a base it will consult the Association in a timely manner and promulgate the following information:
  - (a) the reason/s for the anticipated reduction;
  - (b) the category concerned and the reduced number of pilots required;
  - (c) the date/s from which the reduction/s will be effective;
  - (d) names and seniority numbers of pilots in the particular category; and
  - (e) bases where vacancies in the category exist or will next be available.
- 19.2.2 Any resulting reduction will be effected in reverse order of seniority of pilots in the category, except that a more senior pilot in the category may elect in writing to discontinue his or her allocation and that in any event such a pilot may, subject to clause 17 (Promotion), exercise seniority to bid for any category vacancy.

## 20 Freeze periods

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### 20.1 Training vacancies

Notwithstanding clause 12(b)(iii) in the Integration Award as called up in this Agreement, a pilot awarded a training vacancy where the training involves an aircraft type transfer will be subject to a common freeze period that will average two and a half (2½) years (i.e. the pilot may be required to operate on that aircraft type for the duration of two (2) training blocks following the training block in which the vacancy was promulgated), subject to this clause 20.

### 20.2 Pilot's initial command

The freeze period under sub-clause 20.1 will be reduced to eighteen (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.

### 20.3 Pilot assigned a vacancy

A pilot who is assigned a vacancy may be required to operate on the aircraft type for which the vacancy was created for eighteen (18) months measured from the date that the pilot successfully completes training (i.e. cleared to the line).

## 21 Transfer of short haul pilots to long haul operations

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### 21.1 Definition of long haul and short haul aircraft

21.1.1 The term "long haul aircraft" refers to the following types of aircraft as operated by the Company:

- (a) B747; and
- (b) B767.

21.1.2 The term "short haul aircraft" refers to the following types of aircraft as operated by the Company:

- (a) B737.

21.1.3 The term "new type aircraft" currently refers to the A330, A380 and the B787.

### 21.2 Order of allocation of vacancies on long haul, short haul and new type aircraft

21.2.1 Vacancies will be allocated in accordance with the provisions of the Integration Award as called up by this Agreement:

- (a) On short haul aircraft, using the A seniority List;
- (b) On long haul aircraft, using the Q seniority List; and
- (c) On new type aircraft, using the A and Q lists using the formula contained in the Integration Award.

21.2.2 If insufficient bids are received from long haul pilots and short haul pilots, vacancies will be assigned to pilots employed by the Company on or after 14 September 1992 in reverse order of their seniority according to the Seniority List.

### 21.3 Ranking of a pilot's status on aircraft type

The category of a pilot means the pilot's status according to a particular aircraft type. Categories shall rank in the following descending order:

- (a) A380 Captain;
- (b) B747 Captain;
- (c) B787 Captain;
- (d) A330 Captain;

- (e) B767 Captain;
- (f) B737 Captain;
- (g) A380 First Officer;
- (h) B747 First Officer;
- (i) B787 First Officer;
- (j) A330 First Officer;
- (k) B767 First Officer;
- (l) B737 First Officer;
- (m) A380 Second Officer;
- (n) B747 Second Officer;
- (o) A330 Second Officer;
- (p) B787 Second Officer.

#### **21.4 Bidding for vacancies in a lower category**

A short haul pilot may bid for a vacancy in a lower category but the award of such vacancy shall be at the discretion of the Company.

#### **21.5 Pay and conditions during transitional training**

21.5.1 Whilst undergoing transitional training at the commencement of the transfer and until cleared to the line on the long haul aircraft in the category for which the vacancy was created, the following conditions apply;

- (a) the transfer of the pilot to long haul operations is deemed to have commenced from the first day of commencing transitional training for the vacancy awarded on the long haul aircraft type;
- (b) whilst undergoing transitional training, the following specific short haul provisions continue to apply until cleared to the line on the long haul aircraft, in the category for which the vacancy was created:
  - (1) Part 5 – Pay and Related Matters; and
  - (2) Part 7 – Leave Entitlements; and
- (c) salary for superannuation purposes in accordance with the Superannuation Plan for short haul pilots.

But, in all other respects, the LHEA will apply during transitional training to long haul operations.

21.5.2 Once cleared to the line on the long haul aircraft in the category for which the vacancy was created, a transferred short haul pilot will be entitled to:

- (a) pay calculated in accordance with the LHEA and based on total years of service as a pilot since the pilot's most recent date of appointment with Australian Airlines Limited or Qantas;
- (b) salary for superannuation purposes in accordance with the Superannuation Plan for long haul pilots; and
- (c) all other entitlements in accordance with the LHEA.

21.5.3 Whilst undergoing transitional training at the end of the transfer to qualify for a return to short haul operations and until cleared to the line, a transferred pilot will be entitled to:

- (a) pay and salary for superannuation purposes in accordance with the LHEA; and
- (b) all other entitlements in accordance with the LHEA except that once a transferred short haul pilot undertakes actual in-flight training (as opposed to ground training), he or she will be entitled to all meals and

accommodation allowances, duty travel and DTA calculated in accordance with the relevant provisions of this Agreement.

- 21.5.4 Once cleared to the line for a return to short haul operations, a transferred short haul pilot will be released from the transfer and will be entitled to pay and all other entitlements in accordance with this Agreement, and salary for superannuation purposes in accordance with the Superannuation Plan for short haul pilots.
- 21.5.5 Details of pay and entitlements for transferred short haul pilots shall be provided to them by the Company upon request.

## **21.6 Continuity of Service**

All pilots transferred to Qantas long haul operations shall have the period of their transfer in long haul operations counted as continuous service with the Company for the purposes of all relevant short haul and long haul entitlements and for all benefits as though the pilot had not been transferred, except where the provisions of the Integration Award that have been called up in this Agreement may apply.

## **22 Conditions governing Training Pilots**

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### **22.1 Conditions governing Type Rated Examiners (TRE)**

This sub-clause 22.1 sets out the conditions of employment that apply to pilots appointed as TRE. If there is any inconsistency between this sub-clause of the Agreement and another clause of the Agreement, this sub-clause prevails.

#### **22.1.1 Appointment and tenure**

##### **(a) Initial term of appointment**

Subject to sub-clauses 22.1.2 and 22.1.3 relating to, respectively, redundancy and operational suitability, the appointment of a pilot to the position of TRE under this sub-clause is at the sole discretion of the HOTAC, and the initial term is as follows:

- (1) with respect to the appointment of a pilot to the position of TRE where that pilot has not previously been appointed as a TRE, the appointment is for a period of three (3) years; and
- (2) with respect to the appointment of a pilot to the position of TRE where the pilot is a previously appointed TRE, the initial appointment is for the period specified in their letter of appointment;

provided that in special circumstances, and upon written request by a pilot, the Company may agree to release the pilot from the position of TRE before the expiration of the TRE's term of appointment.

##### **(b) Renewal of appointment**

- (1) At the expiry of the term of appointment of a pilot to the position of TRE under this sub-clause, and at the sole discretion of the HOTAC, the appointment may be renewed on terms agreed between the Company and the Association.
- (2) At least sixty (60) days before the expiration of the term of appointment, the HOTAC will notify the pilot in writing as to whether the appointment will be renewed.
- (3) If the HOTAC decides not to renew a pilot's appointment as a TRE, the pilot will return to line flying at the expiry of the term and will be paid the appropriate rate of remuneration for a line pilot.

- (4) A pilot not wishing to be reconsidered for re-appointment as a TRE will notify the HOTAC in writing at least three (3) months before the expiration of the term of appointment.

**22.1.2 Redundancy of TRE's**

In the event of redundancy of TRE positions on a particular aircraft type, the Company will give six (6) bid periods' notice of its intention to return a TRE to line duties or pay a TRE salary to the TRE as minimum pay for six (6) bid periods in lieu of notice.

**22.1.3 Operational suitability**

If the HOTAC decides that the performance of a TRE is such that the pilot is not operationally suitable as a TRE, the TRE may be returned to line duties after receiving three (3) bid period's notice in writing of the HOTAC's decision (with reasons for the decision given).

**22.1.4 A TRE has the status of a supervisory pilot**

A TRE is considered to be a supervisory pilot for matters relevant to supervisory pilots in the Company's Corporate Policy and Procedures Manual.

**22.1.5 TRE Duties**

A TRE is required to undertake the following duties:

- (a) training and checking duties in simulators;
- (b) training and checking duties in aircraft;
- (c) line flying in aircraft;
- (d) conducting training courses;
- (e) attending Company and industry meetings; and
- (f) other duties as required by the Manager Training and Checking B737.

**22.1.6 Rostering**

Rostering for TREs will be as specified in the Rostering Manual. Notwithstanding the provisions of the Rostering Manual, TREs will receive eleven (11) X days and at least one (1) MD day per bid period.

**22.1.7 Line Flying Duties**

- (a) At the time of roster allocation each bid period, a minimum of five (5) or six (6) days' (i.e. a minimum of eleven (11) days per consecutive bid periods) line flying will be rostered for each TRE, subject to sub-clauses 22.1.7(b) and 22.1.7(c).
- (b) If, after the beginning of each bid period, unforeseen checking or training requirements arise, the number of days of line flying for each TRE may be reduced, but not below four (4) each bid period, unless sub-clause 22.1.7(c) applies.
- (c) Despite sub-clauses 22.1.7(a) and 22.1.7(b), the number of days of line flying each bid period for a TRE may, with the agreement of the TRE, be reduced below four (4).

**22.1.8 Salary**

- (a) The hourly pay rate for a TRE will be as prescribed in this Agreement. The salary package may be further enhanced by a performance-based payment at the sole discretion of the Company.
- (b) A TRE's annual salary will consist of the following elements:
  - (1) six-hundred-and-ninety-six (696) hours annually at the Captain's applicable hourly rate in this Agreement;
  - (2) an additional sixty-six (66) hours annually calculated at the Captain's applicable hourly rate as a supervisory allowance;

- (3) a supplementary allowance of two hundred and forty (240) hours annually at the Captain's applicable hourly rate; and
  - (4) a bid period "top up" amount will also be paid, equivalent to the average of the top 50% of active CAT hours earned in excess of seventy-one hours and forty eight minutes (71:48) that bid period or actual hours flown in excess of seventy one hours and forty eight minutes (71:48) for the bid period by the TRE's whichever is the greater, at the applicable hourly rate in this Agreement.
- (c) The minimum guarantee pay for leave purposes includes the elements set out in clauses 22.1.8(b)(1), (2) and (3) above, pro-rated for the applicable leave period.

#### 22.1.9 Additional Pay

- (a) A TRE who undertakes simulator or flying duties on a rostered X day will be paid credited hours as in this Agreement at the applicable line pilot's hourly rate.
- (b) The Company may offer and the TRE may accept to have the credit payable at 22.1.9(a) calculated at 1.5 times the applicable credit for the duty in lieu of a repaid X day as specified in RM59.1(d).
- (c) A TRE who undertakes simulator or flying duties on a MD day will be paid credited hours as in this Agreement at the applicable line pilot's hourly rate but payment for such duties on a MD day is limited to one occasion each bid period.

#### 22.1.10 Daily Travelling Allowance

DTA will be paid based on the actual flying duties performed each bid period, with a pro-rated annual minimum of 1303.56 hours at the hourly DTA rate specified in Clause 46.

#### 22.1.11 Superannuation

Superannuation contributions and entitlements will be in accordance with the Superannuation Plan, plus the Supervisory Allowance. For the avoidance of doubt, the allowance specified in sub-clauses 22.1.8(b)(3), 22.2.6(b)(3) and 22.4.6(b)(3) are not training allowances within the meaning of the Superannuation Plan.

#### 22.1.12 Motor Vehicle

A TRE appointed pursuant to this sub-clause may elect to salary sacrifice for a fully maintained leased vehicle including petrol in accordance with relevant Company policies and procedures, paid for at the price representing the actual cost to the Company of providing the vehicle. A TRE who returns to line flying, may elect to continue the salary sacrifice arrangement entered into under the TRE appointment until the end of the applicable lease period.

#### 22.1.13 Rotating Back to the Line – TREs

- (a) The purpose of this sub-clause 22.1.13 is to allow the Company to rotate TREs to the line during their appointment as TREs and to allow a degree of flexibility to ensure that the correct number of TREs are available for Training and Checking duties throughout the year.
- (b) Despite the provisions of clause 22.1.7, each TRE may be rostered additional line flying of up to three (3) short haul bid periods per calendar year ("the additional line flying period").
- (c) During the additional line flying period, the TRE will be paid as if the TRE was a line pilot and the provisions of clause 22.1.8(b)(2),(3) and (4) and 22.1.8(c) will not apply to the TRE.
- (d) During the additional line flying period, a TRE will only be required to rotate for one bid period at a time to ensure that standards relating to

Simulator training recency and proficiency are maintained and the reduction in a TRE's salary is minimised.

- (e) During the period that the TRE rotates to the line the provisions of this Agreement and the Rostering Manual will apply to the TRE as if the TRE was performing duties as a line Captain.
- (f) All TREs will be allocated a line Preferential Sequence Number ("PSN") for the purpose of bidding for days off and flying duties during their rotation back to line flying duties. This number will continue to rotate on the PSN List irrespective of whether the TRE is flying the line for that entire bid period or not. The PSN will be annotated with an "R" if a TRE is due to rotate to the line so that line Captains can bid accordingly. The method of adding TREs to the PSN is to be determined by mutual agreement with the Association.
- (g) The decision to rotate TREs to line duties for a bid period will be at the sole discretion of the Manager Training and Checking B737.
- (h) It is not the intention to use a TRE to conduct TRE or CAT Duties during rotation to the line. However, in the unlikely event that a TRE is asked to act in his/her capacity as a TRE whilst on rotation to the line, then he/she will be paid the greater of their actual line Captain's pay or their projected line Captain's pay or their TRE's pay (including "top up") for that bid period. In addition to this, a TRE will be rostered for X days and one MD day pursuant to the provisions of the Rostering Manual for that bid period. Any training conducted by a TRE whilst rotating to the line will be by mutual agreement between the Company and the TRE.
- (i) The number of TREs rotating in any given period may vary depending on Company training requirements.
- (j) If there is a Company requirement to rotate one or more TREs to the line for a bid period, then the Manager Training and Checking B737 will:
  - (1) assign, in reverse order of data seniority, the required number of TREs to line flying duties starting at the most junior; and
  - (2) in subsequent bid periods those TREs who had not previously conducted a full bid period of line flying and, who have not been assigned leave within that bid period will be the next rotated.

Note: if only a percentage of TREs are required to rotate, then the remaining TREs who did not rotate, will be required to rotate next until the whole group has completed a full rotation.

- (k) A TRE may volunteer to take one bid period's additional leave in lieu of rotating and will be considered to have rotated. Allocation of additional leave will be subject to availability and will be treated as ad-hoc leave in terms of the administrative process.
- (l) A TRE who is forced to take personal leave prior to or immediately following a period of rotation and where some portion of that personal leave is taken whilst rotating, only that portion will be paid at the rates outlined above. The remainder of the personal leave will be paid under TREs' rates and conditions.
- (m) Clause 22.1.11 relating to Superannuation and clause 22.1.12 relating to Salary Sacrifice for a motor vehicle will not be affected by rotating to the line.



## 22.2 Conditions governing Check and Training Captains (CAT)

This sub-clause 22.2 sets out conditions of employment that apply to pilots appointed as a CAT. If there is any inconsistency between this sub-clause of the Agreement and another clause of the Agreement, this sub-clause prevails.

### 22.2.1 Appointment and Tenure

#### (a) Initial term of appointment

Subject to clauses 22.2.2 and 22.2.3 of this sub-clause relating to, respectively, redundancy and operational suitability, the appointment of a pilot to the position of CAT under this sub-clause is at the sole discretion of the HOTAC. The initial term of appointment for a CAT will be two (2) years.

#### (b) Renewal of appointment

- (1) At the expiry of the term of appointment of a pilot to the position of CAT under this sub-clause, and at the sole discretion of the HOTAC, the appointment may be renewed for a period of not less than twelve (12) bid periods.
- (2) At least sixty (60) days before the expiration of the term of appointment, the HOTAC will notify the pilot in writing as to whether the appointment will be renewed.
- (3) If the HOTAC decides not to renew a pilot's appointment as a CAT, the pilot will return to line flying at the expiry of the term and will be paid the appropriate rate of remuneration for a line pilot.
- (4) A pilot not wishing to be reconsidered for re-appointment as a CAT will notify the HOTAC in writing at least three (3) bid periods before the expiration of the term of appointment.

### 22.2.2 Redundancy

In the event of redundancy of CAT positions on a particular aircraft type, the Company will give three (3) bid period's notice of its intention to return a CAT to line duties or pay a CAT salary to the CAT as minimum pay for three (3) bid periods in lieu of notice.

### 22.2.3 Operational suitability

If the HOTAC decides that the performance of a CAT is such that the pilot is not operationally suitable as a CAT, the CAT may be returned to line duties after receiving three (3) bid period's notice in writing of the HOTAC's decision (with reasons for the decision given).

### 22.2.4 CAT Duties

A CAT is required to undertake the following duties:

- (a) training and checking duties in aircraft;
- (b) line flying in aircraft;
- (c) attendance at Company and industry meetings; and
- (d) other duties as required by the Manager Training & Checking on type.

### 22.2.5 Rostering

Rostering for CATs will be as specified in the Rostering Manual.

### 22.2.6 Salary

- (a) The hourly rate for a CAT will be as prescribed in this Agreement.
- (b) A CAT's annual salary, will consist of the following elements:
  - (1) six-hundred-and-ninety-six (696) hours annually at the Captain's hourly rate applicable in this Agreement;

- (2) an additional sixty-six (66) hours annually calculated at the Captain's applicable hourly rate as a Checking Allowance;
  - (3) a supplementary allowance of two hundred and forty (240) hours annually at the Captain's applicable hourly rate; and
  - (4) payment at the Captain's applicable hourly rate for any hour or part hour of flying duties performed in excess of seventy one hours and forty eight minutes (71:48) in any given bid period.
- (c) The minimum guarantee pay for leave purposes includes the elements set out in clauses 22.2.6(b)(1), (2) and (3) above, pro-rated for the applicable leave period.

#### 22.2.7 Annual leave

All applications for annual leave for CATs will be determined by the Company. Any determination of a CAT's application for annual leave will take into account the leave planning requirements of the Company's training section.

#### 22.2.8 Other entitlements

All entitlements for CATs, other than those specified in this sub-clause 22.2 are contained in this Agreement.

### 22.3 Conditions governing Training Captains (TC)

A line Captain appointed as a TC will be paid a provision of 8.5% for the period of the appointment. Such an appointment will be for a minimum of one bid period and is at the discretion of the HOTAC.

### 22.4 Conditions governing Type Rated Instructors (TRI)

This sub-clause 22.4 sets out conditions of employment applying to pilots appointed as TRIs. If there is any inconsistency between this sub-clause of the Agreement and another clause of the Agreement, this sub-clause prevails.

#### 22.4.1 Appointment and Tenure

##### (a) Initial term of appointment

Subject to clauses 22.4.2 and 22.4.3 of this sub-clause relating to, respectively, redundancy and operational suitability, the appointment of a pilot to the position of TRI under this sub-clause is at the sole discretion of the HOTAC.

##### (b) Termination of appointment

- (1) If the HOTAC decides to terminate a pilot's appointment as a TRI the HOTAC will give the pilot sixty (60) days' notice in writing of his or her decision to terminate the pilot's appointment as a TRI.
- (2) A TRI who wishes to terminate his or her appointment will give the HOTAC at least sixty (60) days' notice in writing of his or her decision to terminate his or her appointment as a TRI.
- (3) A pilot whose appointment as a TRI terminates will return to line flying and will be paid the appropriate rate of remuneration for the line pilot's category.

#### 22.4.2 Redundancy

In the event of redundancy of TRI positions on a particular aircraft type, the Company will give sixty (60) days' notice of its intention to return a TRI to line duties or pay a TRI's salary to the TRI, as minimum pay, for sixty (60) days in lieu of notice.

**22.4.3 Operational suitability**

If the HOTAC decides that the performance of a TRI is such that the pilot is not operationally suitable as a TRI, the TRI may be returned to line duties after receiving three (3) bid periods' notice in writing of the HOTAC's decision (with reasons for the decision given).

**22.4.4 TRI Duties**

A TRI is required to undertake the following duties:

- (a) training in the flight simulator;
- (b) line flying in aircraft;
- (c) conducting training courses;
- (d) attending Company and industry meetings; and
- (e) other duties as required by the Manager Training on type.

**22.4.5 Rostering**

Rostering for TRI's will be as specified in the Rostering Manual.

**22.4.6 Salary**

- (a) The hourly rate for a TRI will be as prescribed in this Agreement.
- (b) A TRI's annual salary will consist of the following elements:
  - (1) six-hundred-and-ninety-six (696) hours annually at the TRI's hourly rate applicable in this Agreement;
  - (2) an additional sixty-six (66) hours annually (calculated at the TRI's applicable hourly rate) as a TRI allowance;
  - (3) a supplementary allowance of two hundred and forty (240) hours each year at the TRI's applicable hourly rate; and
  - (4) a bid period "top up" amount will also be paid, equivalent to the average of all hours in the TRI's rank earned in excess of seventy-one (71) hours and forty eight (48) minutes that bid period in the TRI's base, at the TRI's applicable hourly rate.
- (c) The minimum guarantee pay for leave purposes includes the elements set out in clauses 22.4.6(b)(1), (2) and (3) above, pro-rated for the applicable leave period.

**22.4.7 Additional Pay**

A TRI who undertakes a duty on a rostered X day will be paid as in this Agreement at the applicable hourly rate and will be provided with a replacement X day in the current bid period or at a time nominated by the TRI.

- (a) A TRI who undertakes simulator or flying duties on a rostered X day will be paid credited hours as in this Agreement at the applicable line pilot's hourly rate.
- (b) The Company may offer and the TRI may accept to have the credit payable at 22.4.7(a) calculated at 1.5 times the applicable credit for the duty in lieu of a replacement X day as specified in RM62.2.

**22.4.8 Daily Travelling Allowance**

DTA will be paid based on the actual flying duties performed each bid period, with a pro-rated annual minimum of 1303.56 hours at the hourly DTA rate specified in Clause 46.

**22.4.9 Annual leave**

All applications for annual leave for TRI's will be determined by the Company in accordance with the annual leave provisions in clause 39 of this Agreement.

Any determination of a TRI's application for annual leave will take into account the leave planning requirements of the Company's training section, but no line pilot's entitlement to annual leave will be adversely affected by the allocation of annual leave to a TRI.

#### 22.4.10 **Other entitlements**

All entitlements for TRIs, other than those specified in this sub-clause 22.4, are contained in this Agreement.

## 23 Supply of agreement

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### 23.1 **Company to supply copy of this Agreement**

23.1.1 The Company must make available:

- (a) An electronic copy of this Agreement to each pilot covered by this Agreement soon after the date of operation of the Agreement;
- (b) Electronic copies of all variations to this Agreement to each pilot covered by this Agreement promptly after the variations are made; and
- (c) An electronic copy of the Agreement and variations to it, to each new pilot covered by this Agreement.

## 24 Access to personal records

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24.1 A pilot may inspect his or her personal file.

24.2 The Company will, when requested by a pilot, permit that pilot to inspect his or her personal file and employment record during normal office hours and at a mutually agreed time.

24.3 A pilot will have access to adverse material placed on a pilot's personal file and may require that a pilot's response to the material be placed on the file.

24.4 If any adverse comment or material is to be written about a pilot or a pilot's proficiency or placed on a pilot's personal file or employment record at any time, the Company will notify the pilot, and provide him or her with a copy of such comment or material and the pilot will have the right to place on file any written comment relating to the matter.

## 25 Loss of licence insurance

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For Loss of Licence insurance and insurance against death, the Company will provide benefits as specified in the Qantas Loss of Licence Insurance Plan 2016 or any other plan that may replace it during this Agreement.

## 26 Pilot indemnity and release

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

- 26.1.1 the loss of or any damage to any property of any person (whether or not the person making the claim); and

26.1.2 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.

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

26.2.1 the loss of or any damage to any property of the Company; or

26.2.2 any claim made or proceedings brought against the pilot or the Company of the kind described in sub-clause 26.1;

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.

26.3 The releases and indemnity given by the Company to each pilot under sub-clauses 26.1 and 26.2 do not extend to any claim arising from the loss of or damage to any property or the death of or injury to any person caused wilfully by the pilot unless necessitated by circumstances reasonably beyond the control of the pilot.

26.4 The benefit of the releases and indemnity given by the Company to each pilot under sub-clauses 26.1 and 26.2 extends to the legal personal representative of the pilot and each beneficiary of the pilot's estate.

## PART 5 – PAY AND RELATED MATTERS

### 27 Pay

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#### 27.1 Payment on commencement of Agreement

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

*Credited hours accrued by the pilot under EBA7 for the period commencing the first full pay period on or after 1 September 2018 up until the commencement of the first full pay period commencing on or after 1 September 2019 multiplied by the hourly rate applying under EBA7 for that period multiplied by 0.03 (3%) PLUS Credited hours accrued by the pilot under EBA7 for the period commencing the first full pay period commencing on or after 1 September 2019 up until the first full pay period commencing on or after the commencement date of this Agreement multiplied by the hourly rate applying under EBA7 for that period multiplied by 0.0609 (3% and then 3% compounded to produce 6.09%).*

27.1.2 A pilot who is on leave without pay on the date of approval will not receive a payment in accordance with 27.1.1 until and unless the pilot returns to work under this Agreement or a successor agreement.

#### 27.2 Annual Salary and Incremental Pay Scale for Captains

27.2.1 Annual salary for all Captains will be based on a minimum guaranteed hours of fifty three hours and twenty four minutes (53:24) each twenty eight (28) day bid period.

27.2.2 The annual salaries for Captains at each year and rank level under this Agreement will be as set out in the following table:

With effect from the first full pay period on or after	Years in Rank			
	Year 1	Year 2	Year 3	Year 4
Commencement	\$ 207,677.57	\$ 213,290.49	\$ 218,903.39	\$ 224,516.30
01/09/2020	\$ 213,907.90	\$ 219,689.20	\$ 225,470.49	\$ 231,251.79
01/09/2021	\$ 220,325.14	\$ 226,279.88	\$ 232,234.61	\$ 238,189.35
01/09/2022	\$ 226,934.89	\$ 233,068.27	\$ 239,201.64	\$ 245,335.03

27.2.3 The Years in rank will be calculated from the date a pilot is cleared to the line as a Captain as an employee of the Company.

#### 27.3 Annual Salary and Incremental Pay Scale for First Officers

27.3.1 Annual salary for all First Officers will be based on a minimum guaranteed hours of fifty three hours and twenty four minutes (53:24) each twenty eight (28) day bid period.

27.3.2 The annual salaries for First Officers at each year and rank level under this Agreement will be as set out in the following table;

With effect from the first full pay period on or after	Years in Rank			
	Year 1	Year 2	Year 3	Year 4
Commencement	\$ 132,913.64	\$ 136,505.91	\$ 140,098.17	\$ 143,690.43
01/09/2020	\$ 136,901.05	\$ 140,601.08	\$ 144,301.11	\$ 148,001.14
01/09/2021	\$ 141,008.08	\$ 144,819.12	\$ 148,630.15	\$ 152,441.18
01/09/2022	\$ 145,238.32	\$ 149,163.69	\$ 153,089.05	\$ 157,014.41

27.3.3 Years in rank will be calculated from the date a pilot is cleared to the line as a First Officer as an employee of the Company.

#### 27.4 Additional hourly rate after exceeding minimum guarantee hours

27.4.1 When a pilot exceeds minimum guarantee hours he or she will be paid an additional hourly rate for each such flying hour in excess of fifty three hours and twenty four minutes (53:24) calculated by dividing the applicable annual salary rate by six-hundred-ninety six (696) ("applicable hourly rate").

27.4.2 For the purposes of this clause 27, actual time involved in deadhead travel for the purposes of a pilot's proficiency or endorsement will count as the equivalent of flying duties at the rate of one (1) hour for two (2) hours elapsed.

#### 27.5 Effective date for salary rate

27.5.1 Annual salary rates will be effective from the date the pilot is cleared to the line.

#### 27.6 Company Incentive Payments

27.6.1 The following provisions relating to Company Incentive Payments are excluded from the operation of the Dispute Settlement Procedure of this Agreement.

27.6.2 Each pilot will be eligible to receive a Company Incentive Payment calculated in accordance with this clause, in respect of the pilot's service in the Company's short haul operations in the financial year commencing 1 July 2019 and each financial year thereafter.

27.6.3 The Company Incentive Payment that a pilot will receive will be calculated by reference to:

- (a) The pilot's hourly rate of pay at the end of the financial year to which the bonus relates;
- (b) Multiplied by the Manager Incentive Plan Scorecard Outcome applicable to Executives in the Qantas Domestic Segment ("the MIP Scorecard Outcome");
- (c) multiplied by the 'bonus rate' (see below); and
- (d) multiplied by the number of credited hours pay received by the pilot in respect of the 26 fortnightly pay periods starting from the first full pay period commencing on or after 1 July in the financial year to which the Company Incentive Payment relates.

The relevant financial year is the year for which the Company Incentive Payment is due and payable.

The 'bonus rate' referred to in this clause is 6%.

Example calculations of the Company Incentive Payment are as follows:

*Where the MIP Scorecard Outcome is 100% then the Company Incentive Payment is calculated as: 6% x 100% x hourly rate x credited hours paid;*

*Where the MIP Scorecard Outcome is 50% then the Company Incentive Payment is calculated as:  $6\% \times 50\% \times \text{hourly rate} \times \text{credited hours paid}$ ;*

*Where the MIP Scorecard Outcome is 110% then the Company Incentive Payment is calculated as:  $6\% \times 110\% \times \text{hourly rate} \times \text{credited hours paid}$ .*

- 27.6.4 The MIP Scorecard Outcome as determined by the Board of the Company or the Qantas Chief Executive Officer in their absolute discretion will be the percentage applied for the purposes of calculating a pilot's Company Incentive Payment.
- 27.6.5 If the MIP Scorecard Outcome for any or all of the financial years is zero, then pilots will not be entitled to a Company Incentive Payment in relation to that year or years.
- 27.6.6 If the Manager Incentive Plan is replaced by an equivalent plan during the term of this Agreement, then the MIP Scorecard Outcome will be replaced by the relevant incentive plan outcome percentage applicable to Executives in the Qantas Domestic Segment.
- 27.6.7 If the Manager Incentive Plan is discontinued during the term of this Agreement and no equivalent scheme replaces it, then the bonus will be paid as if the Manager Incentive Plan rate was 100%.
- 27.6.8 The Company Incentive Payment will be paid in the pay for the first full pay period commencing on or after the date of payment of the Manager Incentive Plan.
- 27.6.9 If a pilot is employed within the Qantas Group but is no longer employed under this Agreement at the time that the Company Incentive Payment is paid (the "payment date"), the pilot will receive a pro-rata payment for the financial year in question based on the number of credited hours pay received under this Agreement, at the then hourly rate under this Agreement, commencing from the start of the first full fortnightly pay period in the financial year concerned, excluding termination payments.
- 27.6.10 If a pilot resigns, retires or has his or her employment terminated prior to the payment date, the rules that apply to Executives from time to time under the Manager Incentive Plan will apply in determining whether a payment is made to the pilot. Where those rules provide for the exercise of discretion in relation to the making of a payment, the decision of the Company will be final.

## **27.7 Superannuation**

- 27.7.1 The Company will make superannuation contributions to a complying superannuation fund in respect of each employee.
- 27.7.2 The superannuation fund to which contributions will be made in respect of an employee will be the fund chosen by that employee consistently with the choice of fund regime.
- 27.7.3 In the absence of an employee selecting a superannuation fund to receive contributions in accordance with the choice of fund regime, the superannuation contributions in respect of that employee will be made to the Superannuation Plan as the default fund for the purposes of the choice of fund regime.

## **27.8 Salary Payments**

Salary payments shall be made to pilots on a fortnightly basis and will be made by direct deposit to nominated bank accounts on the last weekday preceding the 14<sup>th</sup> and 28<sup>th</sup> day of each twenty eight (28) day bid period.

## **27.9 Pay for Captains operating as First Officers**

When a Captain is required to perform the duties of a First Officer on the aircraft type currently flown, the Captain's normal salary will continue to apply.



## 28 General pay rules

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### 28.1 Calculation of Credits

28.1.1 Credits for duties other than ground training duties shall be calculated as the greater of:

- (a) Scheduled flight time or actual flight time in accordance with clause 28.1.2 or 28.1.3 as applicable;
- (b) International Pattern Credit in accordance with clause 28.1.4;
- (c) Credits for assignment of a duty to a pilot who is assignable under Priority 1B in accordance with clause 28.1.5; or
- (d) Reserve Call Out in accordance with clause 28.1.6;

at the pilot's applicable hourly rate.

#### 28.1.2 Scheduled flight time

Scheduled flight times shall be administered as follows:

##### (a) Validating published scheduled flight time

Schedule planning validates published scheduled flight times at the end of each season for adjustment in the future like season. This means the immediately ensuing winter schedule will be based on the previous winter schedule block times, built to the sixty-fifth (65<sup>th</sup>) percentile and the immediately ensuing summer schedule will be based on the previous summer schedule block times, built to the sixty-fifth (65<sup>th</sup>) percentile. The published scheduled flight times are rounded to the nearest five (5) minutes. Late departures in excess of three (3) minutes will be excluded from the sixty-fifth (65<sup>th</sup>) percentile calculation.

##### (b) Comparing the sixty-fifth (65th) percentile with the planned schedule

After validating the published scheduled flight times, a comparison of the sixty-fifth (65<sup>th</sup>) percentile to the planned schedule will be performed. If as a result of this comparison the variance exceeds 0.5% of the total schedule hours for the season period, the parties will meet to discuss the issues.

##### (c) Average scheduled flight times less than or equal to the sixty-fifth (65th) percentile block time

Before rounding for the nearest five (5) minutes, the average scheduled flight times should be less than or equal to the sixty-fifth (65<sup>th</sup>) percentile block time. Where this is not the case, the parties will meet to discuss the available alternatives for payment.

#### 28.1.3 Payment based on actual flight time

In the case of:

- (a) diversion;
  - (b) ground return;
  - (c) air return; or
  - (d) "one-off" charter flights over non-scheduled routes,
- payment for flight times will be based on the actual flight time.

#### 28.1.4 International Pattern Credit

- (a) An International Pattern Credit is a credit calculated in accordance with 36.2.4.

- (b) For international patterns that attract an International Pattern Credit, each day of the pattern shall be deemed to attract an active credit equal to the average daily credit.

**28.1.5 Credits for assignment of a duty to a pilot who is assignable under Priority 1B**

- (a) If a single day duty is assigned to a pilot who is assignable under Priority 1B the pilot will be paid a minimum of 4 hours or the actual scheduled block time of the duty, whichever is higher; or
- (b) If a multi-day pattern is assigned to a pilot who is assignable under Priority 1B, the pilot will be paid a minimum of 4 hours or the actual scheduled block time of the duty, whichever is higher, for the first day of the pattern.

**28.1.6 Pay for Reserve Call Out**

If, on the day of a reserve duty, the Company contacts a pilot who is standing by on a reserve duty and requires that pilot to perform a duty, on that day, he or she will be paid the following:

- (a) With respect to single day trips, four (4) hours' pay or the actual scheduled block time worked for that duty period, whichever is greater; or
- (b) With respect to multi-day trips, four (4) hours' pay or the actual scheduled block time worked for the first day (whichever is greater), and actual scheduled block time for each subsequent day.

**28.2 Roster Disruption Credit (RDC)**

28.2.1 The following provisions do not apply to CATs, TREs, TRIs or Supervisory Pilots.

28.2.2 For the purpose of interpreting this clause 28.2:

- (a) A pilot's "initial RDC Trigger" is a pilot's projected hours at initial roster publication (excluding any passive credits) minus four.
- (b) A pilot's "RDC Trigger" is a pilot's initial RDC Trigger as varied in accordance with this clause 28.2.
- (c) A "Roster Disruption Credit" (RDC) is the difference between a pilot's projected hours where these fall below their RDC Trigger (with a minimum value of minimum guarantee hours), and their RDC Trigger.
- (d) A pilot's "RDC Offset hours" (RDCO) are hours that are carried over into the next bid period where a pilot has an RDC at the end of a bid period.

28.2.3 Where a pilot's projected hours increase or decrease during a bid period (with the exception of the circumstances in clauses 28.2.4 and 28.2.7), their RDC Trigger will not change.

28.2.4 Where a pilot's projected hours reduce as a result of:

- (a) an open time pattern drop in accordance with Appendix B;
- (b) a pattern or partial pattern drop initiated by the pilot;
- (c) a pattern trade;
- (d) training failure;
- (e) where a pilot is suspended from duties;
- (f) where a pilot fails to comply with their obligations under this Agreement;

the pilot's RDC Trigger will decrease by the equivalent amount.

- 28.2.5 While a pilot's projected hours are below their RDC Trigger, they are assignable under Priority 1B.
- 28.2.6 When a pilot's projected hours are above their RDC Trigger, they are not assignable under Priority 1B.
- 28.2.7 On each occasion that a pilot's projected hours fall below their RDC Trigger (or further below their RDC Trigger), the pilot may elect to reduce their RDC Trigger by the corresponding number of hours (i.e. the number of hours that fall below the RDC Trigger (or further below their RDC Trigger)).
- 28.2.8 A pilot's election to reduce their RDC Trigger under 28.2.7 must be made within 36 hours of being notified of the credit loss, unless the pilot is assigned a duty under Priority 1B first. The Company may agree to a request outside of the 36 hour window.
- 28.2.9 At the end of a bid period, where a pilot's projected hours are below their RDC Trigger, the pilot will be paid their RDC Trigger plus any passive credits for that bid period.
- 28.2.10 Any RDC at the end of a bid period will be carried over into the next bid period as RDCO hours.
- 28.2.11 While a pilot has RDCO hours, they will be assignable under Priority 1B until the pilot no longer has RDCO hours or the end of the bid period (whichever occurs first).
- 28.2.12 The value of any active credit allocated after roster publication will be reduced by any RDCO hours.

Examples of the operation of RDC are set out at Schedule 2 to the Agreement. These are illustrative only, and do not cover every possible scenario.

### 28.3 Payment for Training Duties

- 28.3.1 Payment for Simulator duty
- (a) Subject to sub-clause 28.3.1(b) below, a simulator duty will accrue four (4) hours' pay. Annual recurrent training simulators (licence renewals) will be paid as a passive credit.
- (b) If a pilot is required to carry out an additional simulator duty because of a failure to meet the required standard then the pilot will not be paid for that additional simulator duty.
- 28.3.2 Payment for Emergency Procedures Training
- The Company will pay each pilot four (4) hours' pay at his or her applicable hourly rate for each rostered session of Emergency Procedures training he or she undertakes, where that training takes place on Company Premises. Annual emergency procedures training will be paid as a passive credit.
- 28.3.3 Technical and Security Training
- (a) **Definition of Technical or Security training**
- For the purposes of this sub-clause 28.3.3 Technical or Security training includes, but is not limited to, any:
- (1) Security training courses on Company Premises; or
- (2) Courses on Company Premises relating to the engineering, systems, operation, management or security of the Company's aircraft including any amendment, variation or modification to those courses.
- (b) **Rate of pay for Technical or Security training**
- A pilot who undertakes Technical or Security training will be paid at the rate of 0.5 hours' pay at the pilot's applicable hourly rate for each hour, or part hour, that the pilot is required to undertake the Technical or Security training.

**(c) Minimum and Maximum payments for Technical or Security training**

- (1) Notwithstanding sub-clause 28.3.3(b), a pilot will be paid a minimum of one (1) hour's pay for any Technical or Security training the pilot undertakes.
- (2) Notwithstanding subclause 28.3.3(b), a pilot will be paid four (4) hours pay for any course that is equal to or exceeds four (4) hours.
- (3) The annual security day will be paid as a passive credit.

**(d) Circumstances that do not attract payment for Technical or Security training**

A pilot will not be entitled to payment pursuant to this sub-clause 28.3.3 where he or she:

- (1) is undergoing transitional training or type conversion;
- (2) fails to reach the required standard of proficiency;
- (3) requests additional training;
- (4) is attending a CB day; or
- (5) is conducting home study of any Company documentation.

**28.4 Payment for Training Courses****28.4.1 Promotional, type conversion, re-familiarisation and training pilot training**

While undertaking promotional, type conversion, re-familiarisation or training pilot training, a pilot will be paid at a rate each bid period that is equal to the average of the actual divisors for the pilot's pre-training category across all bases for the six (6) bid periods immediately preceding the bid period in which the pilot commences training.

**28.4.2 Payment for pilots undertaking a course or training outside Australia for less than a complete bid period****(a) Calculating pay during the overseas training period**

Notwithstanding any other clause in this Agreement, when a pilot is undertaking a course or training outside Australia for less than a complete bid period, the Company will pay the pilot an amount that is equal to the average of the actual divisors for his or her pre-training category across all bases for the six (6) bid periods immediately preceding the bid period in which the pilot commences training divided by eighteen (18), for each day commencing on and from the day that the pilot signs on at his or her base in order to travel to the course or training up until and including the day that he or she returns to base at the completion of the travel from the course or training ("the overseas training period").

**(b) Accommodation and allowances during the overseas training**

For the purpose of this clause 28.4.2, during the overseas training period, the Company will provide the pilot with the same standard of accommodation and the same level of allowances in accordance with the LHEA.

**(c) Allocating X days and BL days**

For the purpose of this clause 28.4.2, if it is not possible to allocate the pilot's X days and BL days at his or her base during the bid period containing the overseas training period, the Company will allocate those X and BL days to the pilot in the immediately ensuing bid period.

**28.5 Payment for Jury Duty**

- 28.5.1 A pilot on jury duty will be paid at a rate each bid period (and pro-rated where applicable) that is equal to the average of the actual divisors for his or her category across all bases for the six (6) bid periods immediately preceding the bid period in which the pilot commences the jury duty, less any payment he or she receives from the relevant court for performing the jury duty.
- 28.5.2 To be eligible for jury duty pay, the pilot will be required to keep the Company advised of his or her availability for duty. In cases where the jury duty begins or ends part way through a rostered bid period, the pilot will be required to make every reasonable effort to be available for duty and contactable, including when rostered on "AV" days. The Company will determine any reasonable request by a pilot for an X day or X days after completing jury duty, before commencing flight duty.

**28.6 Payment for Annual Leave**

Pay for annual leave will be at the rate determined by the average of the pilot's credited paid hours for the thirteen (13) completed bid periods preceding the commencement of leave, or the number of completed bid periods, where the pilot has not completed thirteen (13) bid periods, at his or her applicable hourly rate at the time of commencing leave.

In circumstances where a pilot has not completed a full bid period, annual leave pay will be calculated based on the actual divisor for the pilot's base and category for the bid period, at his or her applicable hourly rate at the time of commencing leave.

**28.7 Payment for Personal Leave**

- 28.7.1 Subject to 28.7.2, Personal Leave may only be paid and debited on days that are rostered to attract an active credit. (i.e. Personal Leave shall not be paid and debited for X days, BL days, AV days, CB days, Reserve days and days that attract a passive credit exclusively).
- 28.7.2 When determining whether a rostered day attracts an active credit one of the following two (2) methods will be used;
- (a) For patterns that do not attract an international pattern credit, planned departure and arrival times referenced to midnight at the pilot's base shall be used.
  - (b) For international patterns that attract an International Pattern Credit, each day of the pattern shall be deemed to attract an active credit equal to the average daily credit.
- 28.7.3 Personal Leave shall not be paid and debited for days that attract an active credit due to a pilot being awarded a duty in accordance with the Open Time Priorities, except where the award is as a result of the pilot being considered Short of Time.
- 28.7.4 A pilot who utilises Personal Leave for a duty that was awarded as a result of being considered Short of Time shall only be paid and debited for the hours that are required to ensure the pilot is no longer considered Short of Time.
- 28.7.5 Where a pilot utilises Personal Leave on a day that attracts both active and passive credit, only the value of the active credit shall be paid and a whole day deducted.
- 28.7.6 Where a pilot utilises Personal Leave for part of a day (i.e. a pilot has performed a portion of a rostered duty prior to becoming unfit) the pilot shall be paid the remaining credit for the day. In this instance, the pilot will be deducted a percentage of a whole day calculated by referencing the credits remaining as a percentage of the total planned credits for the day.
- 28.7.7 A pilot's PL-NEW balance shall be exhausted prior to utilising PL-OLD. Where a pilot's PL-NEW balance is exhausted, deductions, in whole or part days as applicable, will be made from PL-OLD. For the avoidance of doubt, both PL-NEW and PL-OLD can be used on the same day where the PL-NEW balance is exhausted.

**28.8 Payment for URTI Leave**

- 28.8.1 URTI Leave will be debited and paid in the same manner as Personal Leave in 28.7 except that a pilot will be debited a whole day in circumstances described in 28.7.6.
- 28.8.2 Where a pilot's URTI leave balance is inadequate to encompass a complete multi-day pattern, URTI leave shall be utilised for the maximum number of whole days possible with the remainder deducted from Personal Leave.

**28.9 Payment for Long Term Personal Leave**

- 28.9.1 Where a pilot is on long term Personal Leave and does not have a roster, payments will be calculated with reference to the actual divisor for the pilot's category and base. In this circumstance, the pilot's Personal Leave deduction will be calculated with reference to the planned divisor divided by the average density for the pilot's category and base.
- 28.9.2 The Company will, in the event of a long-term illness, allow a pilot to utilise up to ninety (90) days each year of their accumulated Personal Leave entitlement at half pay. In this circumstance, the rate of pay and deduction will be half that specified in 28.9.1 above.

**28.10 Payment of Personal Leave on medical termination**

- 28.10.1 A pilot whose employment terminates as a result of the pilot's licence being cancelled or not renewed by CASA and who receives payment of a capital sum under the LOL Plan is entitled to a lump sum payment for accrued Personal Leave.
- 28.10.2 In accordance, with 28.10.1 payment of Personal Leave on medical termination will be calculated as follows:

*(PL-OLD\*1.5 + PL-NEW) up to maximum of three hundred and sixty five (365) days paid at three (3) hours per day.*

**28.11 Payment for Long Service Leave**

- 28.11.1 Pay for long service leave will be at the rate determined by the average of the pilot's credited paid hours for the thirteen (13) completed bid periods preceding the commencement of leave, or the number of completed bid periods, where the pilot has not completed thirteen (13) bid periods, at the pilot's applicable hourly rate at the time of commencing leave.
- 28.11.2 In circumstances where a pilot has not completed a full bid period, long service leave pay will be calculated based on the actual divisor for the pilot's base and category for that bid period, at his or her applicable hourly rate at the time of commencing leave.

**28.12 Salary sacrifice**

- 28.12.1 An employee may voluntarily receive part of pre-tax salary he or she is entitled to under this Agreement in the form of agreed salary sacrifice items, including motor vehicles, notebook computers and superannuation, where permitted and in accordance with the Company's policies as varied from time to time. This includes:
- (a) the direction of pre-tax salary to superannuation to the extent permitted by the Superannuation Plan;
  - (b) for Captains, to the extent permitted by law, salary sacrifices in relation to a novated lease to allow access to a vehicle over the luxury car limit. Captains and First Officers also have access to the Qantas Executive Motor Vehicle Scheme (EMVS) or any scheme that replaces it.

## PART 6 – HOURS OF WORK, SCHEDULING & RELATED ARRANGEMENTS

### 29 Rostering

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#### 29.1 Rostering and Hours of Work

- 29.1.1 The Company will roster and schedule pilots in accordance with the Rostering Manual at Appendix A. Pilots are employed to work the hours specified in their roster and as otherwise awarded or assigned by the Company.
- 29.1.2 Any questions or issues arising regarding rostering will be addressed on a consultative basis between the parties.
- 29.1.3 In relation to clause 28.2 the maximum training duty to be treated as a passive credit is one (1) training duty per bid period and five (5) per recurrent training year.

#### 29.2 Rosters

The Company will make rosters available to pilots no later than seven (7) days before the commencement of a new bid period.

#### 29.3 Coordinated bidding for pilots with partners employed by the Company

In order to assist pilots who have partners employed by the Company as flight attendants or CSM's to coordinate their rosters with their partners' rosters, the Company aims to publish pilots' rosters at least twenty-four (24) hours before the closing of bidding for flight attendants as soon as appropriate system changes have been made.

#### 29.4 Pilots' golden bid 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 flying is made available for bidding. Where two or more pilots in the same category are competing for the same pattern, seniority will determine the allocation.

### 30 CAO exemption

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- 30.1 The Company recognises that the introduction of the CAO48 Exemption in operation at 1 September 1999, has provided benefits allowing greater flexibility in the rostering of pilots. While not absolutely quantifiable, this greater flexibility has saved the Company employing a number of pilots that would be required under CAO48 for the current schedule of flying.
- 30.2 The Company also recognises that the exemption to CAO48 was not intended to be the regular flight time and duty limits for working pilots and consequently the Rostering Manual was developed.
- 30.3 If CASA withdraws the CAO48 Exemption, the short haul pilot group and the Association will support attempts by the Company (within the confines of the relevant legislation current as at the operative date of this Agreement) to re-establish the pilot flight and duty time limit applicable to the CAO48 Exemption.

## 31 Duty of a pilot

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### 31.1 Duties of a pilot

The duties of a pilot are:

- 31.1.1 flying duties;
- 31.1.2 training;
- 31.1.3 deadhead travel;
- 31.1.4 reserve duty; and
- 31.1.5 licence renewal.

### 31.2 Pilots must be available to perform more than fifty three hours and twenty four minutes (53:24) flying in each 28 day bid period

A pilot is required to be available to perform more than fifty three hours and twenty four minutes (53:24) flying hours in each twenty eight (28) day bid period.

### 31.3 Captains will perform duties of a First Officer

A Captain will, if required by the Company and suitably qualified, perform the duties of a First Officer on the aircraft type currently flown by the Captain.

### 31.4 Pilots will be rostered to perform duty subject to the Rostering Manual

Pilots will be rostered to perform duty subject to the Rostering Manual.

### 31.5 Pro-ration of hours for approved leave or absence during bid period

Where a pilot has any form of approved leave or absence during a bid period, the pilot's rostered duty hours for the balance of the bid period will be pro-rated to approximate the average of flying hours on type for the balance of the bid period.

## 32 Temporary roster swaps

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### 32.1 Interpretation

For purposes of temporary roster swaps, in the event of an inconsistency between this clause and other provisions of this Agreement, this clause will prevail.

### 32.2 Temporary Roster Swaps

Pilots may agree to temporarily swap rosters, PSN and base with another pilot ("Temporary Roster Swaps").

Temporary Roster Swaps will be administered in accordance with the Company Manuals and the principles set out in this clause:

- 32.2.1 the Company will allow pilots to undertake Temporary Roster Swaps and will put administrative procedures in place to facilitate Temporary Roster Swaps;
- 32.2.2 Temporary Roster Swaps must be administered in a fair, equitable and transparent manner;
- 32.2.3 all pilots must have the opportunity to participate in Temporary Roster Swaps;
- 32.2.4 the rules relating to participation in, and administration of, Temporary Roster Swaps must be agreed between the parties and can only be varied, amended or cancelled by mutual agreement following appropriate consultation; and
- 32.2.5 the following rules apply for the administration of Temporary Roster Swaps:
  - (a) pilots may only participate in a Temporary Roster Swap with the Company's approval;
  - (b) a Temporary Roster Swap will only be approved for a single bid period;



- (c) a pilot may only participate in three (3) Temporary Roster swaps in a calendar year (January-December);
- (d) the Company will only approve a Temporary Roster Swap where both participating pilots are available to operate for the complete bid period in which the Temporary Roster Swap is to take place. Accordingly, neither participating pilot can have any leave, or other planned absence, during the bid period in which the Temporary Roster Swap is to take place. The Company may agree to waive this requirement at its discretion;
- (e) the Company will only approve a Temporary Roster Swap where both participating pilots have the same category;
- (f) where the Company approves a Temporary Roster Swap each participating pilot will mutually exchange their PSN and base with the other participating pilot;
- (g) it is each participating pilot's responsibility to retrieve their own mail for the period of the Temporary Roster Swap. The Company will continue to send all mail to the pilot's Qantas Mail Box in his or her permanent base;
- (h) the Company will only approve a participating pilot's ad-hoc leave requests during a Temporary Roster Swap where resources permit;
- (i) the Company will not approve a Temporary Roster Swap where a participating pilot is "hours restricted"; and
- (j) the Company will not allow a pilot to participate in a Temporary Roster Swap that involves more than one base in a bid period (e.g. a Temporary Roster Swap involving MEL – SYD – BNE will not be approved).

### 33 Days off (X days)

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#### 33.1 Number of X days

- 33.1.1 Each pilot must receive at least ten (10) X days in each twenty eight (28) day bid period.
- 33.1.2 X days must be rostered at the pilot's base.
- 33.1.3 The Company must not allocate a pilot a single X day on more than two (2) occasions in each bid period unless the pilot requests a single X day or days.
- 33.1.4 Notwithstanding sub-clause 33.1.3, single X days may be rostered by mutual agreement between the Company and the pilot.
- 33.1.5 X days will be pro-rated where a pilot has a period of approved leave in accordance with the table at Appendix D.

#### 33.2 Replacement X Day

If a duty infringes a pilot's rostered X day, a replacement X day must be provided to the pilot as soon as possible in accordance with RM24. Such replacement X day may replace a rostered AV day or reserve day but not a BL day or an X day.

#### 33.3 BL Days

- 33.3.1 In each twenty eight (28) day bid period each pilot will be rostered:
  - (a) one (1) BL day where Planning Divisor is at or below 65 hours; or
  - (b) two (2) BL days where Planning Divisor is at or below 62 hours
- 33.3.2 Where a pilot is rostered to perform a duty in excess of 13 hours that has been planned in accordance with RM 6.3, a BL day shall be rostered on the day after

that duty. An entitlement to a BL day under this clause 33.3.2 shall be in addition to any BL day(s) rostered under clause 33.3.1.

33.3.3 BL days will be pro-rated where a pilot has a period of approved leave in accordance with the table at Appendix D.

### **33.4 Pre-allocation of X days**

A pilot is entitled to be pre-allocated X days in accordance with clause RM22.

## **34 Reserve duty**

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### **34.1 Company may require a pilot to carry out reserve duty**

34.1.1 The Company will only require a pilot to stand reserve at a pilot's home base or temporary transfer base.

34.1.2 Notwithstanding sub-clause 34.1.1, a pilot who is at a geographic location other than the pilot's base for a purpose other than duty purposes may, by mutual agreement with the Company, carry out reserve duty at that location.

## **35 CB days**

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### **35.1 Company may roster two (2) CB Days every calendar year**

The Company may roster two (2) CB days for each pilot every calendar year. CB days are for the purpose provided in the definition in clause 7 of this Agreement. CB days are not duty days and a pilot will not be paid for CB days (although CB days will be considered as duty for Rostering Manual limits and pilot flight and duty limits purposes). If required, the Company will provide return air travel from each pilot's base in accordance with the Company's normal duty travel policy.

### **35.2 Consultation with the Association**

Before a CB day the Company will consult with the Association and invite input if appropriate.

## **36 International operations**

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### **36.1 Application**

The provisions of this clause 36 will only apply to patterns including international destinations within an area bounded by 90 degrees east longitude to 180 degrees longitude and from the equator to 50 degrees south latitude but including Singapore and Apia (hereafter referred to as international patterns).

### **36.2 Pattern building**

36.2.1 International patterns will be built and allocated in accordance with the agreed procedures of the day.

36.2.2 The Company will not construct international patterns that do not conform with this clause 36 without first obtaining agreement from the Association.

36.2.3 The Company, in consultation with the Association, will:

- (a) use its best endeavours to construct patterns involving a slip at an international destination to reflect the average daily credit hours across all bases for the respective bid period of operation; and
- (b) review all international patterns before publication.

- 36.2.4 Where an international pattern contains a slip greater than thirty six (36) hours, the minimum planned pattern credit will be the average daily credit hours across all bases for each day of the pattern.

### 36.3 International pattern disruptions

- 36.3.1 If a single tour of duty international pattern is disrupted in an overseas port to such an extent that the pilots are unable to complete the return international sector within flight time limitations on the day of the scheduled flight, the Company will arrange for pilots affected by the disruption to operate or be flown to their home base on the first available flight. Pilots affected by the disruption will be paid at the following rates for operating or deadheading out of an overseas port to their home base:
- (a) one (1) hour for one (1) hour elapsed, resulting from a disruption extending up to twenty-four (24) hours after sign-on for the duty which is disrupted; and
  - (b) two (2) hours for one (1) hour elapsed, resulting from a disruption extending beyond twenty-four (24) hours.
- 36.3.2 If an international pattern was planned with slips no greater than thirty six (36) hours and is disrupted such that any slip extends beyond thirty six (36) hours, the minimum pattern credit will be the average daily credit hours across all bases for each day of the pattern.
- 36.3.3 If an international pattern was planned with a slip greater than thirty six (36) hours and is disrupted such that no slip is greater than thirty six (36) hours, the minimum pattern credit applicable in clause 36.2.4 will not apply.

### 36.4 Allowances

For all international destinations added to the Company's short haul operations where an overnight slip will occur, the Company and the Association will meet and address the allowances to be paid for the duty using the following process:

#### 36.4.1 Comparing DTA with APS rate

The process will compare the rate of allowances to be paid for the period of duty under the DTA method with the allowance entitlement based on the Australian Public Sector ("APS") rate for the slip port. The difference between the amount paid for the duty period and slip under the APS rate and the amount of DTA for the duty period and slip will be paid hourly for the duty period. This calculation may mean that the existing DTA will be reduced in some cases.

#### ***For example (example figures only)***

*Duty period 30 hours including overnight in Singapore*

*ATO entitlement        \$500.00*

*DTA entitlement        \$234.38 (30 hours @ \$7.81 per hour)*

*Difference                \$265.62*

*Difference hours        \$8.85*

*Result: DTA paid for the 30 hour duty at the rate of \$16.67 (\$7.81 plus \$8.85)*

#### 36.4.2 Only applies where overnight slip occurs in an international port

Where an overnight slip does not occur in the international port, the existing method of payment of DTA will not be changed.

#### 36.4.3 Common Rate

The rate of DTA will be the same for both Captains and First Officers.

#### 36.4.4 Opportunity to review

The Company acknowledges that if there is a change to the mechanism in determining allowances applicable to patterns which include international slips (affecting short haul operations) are negotiated between the Company and the

Association, then the mechanism for determining allowances under this clause will, accordingly, be changed.

### **36.5 Accommodation**

All accommodation will be in accordance with the LHEA. Where not covered by the LHEA accommodation will be in accordance with this Agreement.

### **36.6 Flow On**

The Association acknowledges that the matters dealt with in this clause 36 will not be used as a precedent to seek flow on to long haul operations.

## **37 Company may implement electronic flight bag or similar applications for flight deck**

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The Company may implement on board electronic flight bag and other similar applications to support pilots, for example, takeoff and landing performance data, weight and balance information.

## **38 Flexi-lines**

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38.1 A flexi-line is a facility enabling pilots to work a number of hours which is below that of a full time equivalent.

38.2 Flexi-lines attract the pro-rated pay and entitlements of a full-time line based on the percentage nominated.

38.3 Flexi-lines may be made available at Company discretion. The Company may make available a flexi-line to a pilot for compassionate reasons.

38.4 Flexi-lines shall be based on 50% or 75% of a full-time line or 'Month on - Month off' (MOMO) and will operate for either six (6) or twelve (12) bid periods.

### **38.5 Approval of Flexi-Lines**

38.5.1 Pilots wishing to apply for a flexi-line must submit an application to the Company specifying the type and duration of flexi-line desired.

38.5.2 The order of award of flexi-lines will be based on the time and date of submission of the pilot's application with earlier applications having preference over later.

38.5.3 If a flexi-line matching a pilot's application is made available and the pilot rejects the offer, their application will be removed from the Company records and the offer will move to the subsequent pilot having a matching application

38.5.4 Where a pilot's application is removed from Company records, the pilot will be required to submit a new application in order to be considered for a flexi-line.

38.5.5 If a flexi-line is available that does not match a pilot's application, the application will remain on Company records and the offer will move to the next pilot that has the matching application.

38.5.6 A pilot may only return to a full line within the fixed period of a flexi-line by mutual agreement with the Company.

### **38.6 Hours of work**

38.6.1 A pilot operating a 50% or 75% flexi-line shall be rostered in accordance with the following table:

	<b>50% Flexi-Line</b>	<b>75% Flexi Line</b>
<b>Hours of Work</b>	50% of Planning Divisor	75% of Planning Divisor
<b>X day Entitlement</b>	5	7
<b>Non-work Days (NWD)</b>	14	7
<b>Maximum number of reserve duties</b>	1	2

- 38.6.2 A pilot operating a MOMO flexi-line shall be rostered with alternating periods of twenty eight (28) consecutive non-work days and a twenty eight (28) day roster.
- 38.6.3 The Consultative Committee may, by agreement between the Parties establish the process by which the above MOMO principles will be implemented. The Company will promulgate the details of the agreed process.
- 38.6.4 The Company will construct rosters for pilots on flexi-lines, commensurate with their PSN, to within four hours and thirty six minutes (4:36) of the percentages above.

**38.7 Short of Time Pilots and Additional Flying**

- 38.7.1 A flexi-line pilot will be considered short of time in accordance with RM54.
- 38.7.2 A flexi-line pilot may volunteer to work on a NWD in order to recover lost flying.
- 38.7.3 A flexi-line pilot is entitled to bid for, and be awarded, open time flying commensurate with their seniority in order to increase planned credited hours but not more than four (4) hours thirty six (36) minutes above 50% or 75% (as applicable) of the planned divisor.
- 38.7.4 A flexi-line pilot will not be assigned a duty on a NWD.

**38.8 Pay and Entitlements**

- 38.8.1 A flexi-line pilot's applicable pay and rate of accrual of an entitlement will be calculated on a pro-rata basis as set out in the table below. A MOMO pilot will accrue and be paid entitlements equivalent to a pilot on a 50% flexi-line.

<b>Nature of Entitlement</b>	<b>Rate of accrual of entitlement</b>	<b>Payment method as applicable</b>
<b>Minimum Guarantee Hours</b>	Pro-rata based on approved hours of work (e.g. 53 hours 24 minutes multiplied by 50% = 26 hours 42 minutes).	Paid at 53 hours 24 minutes multiplied by 50% multiplied by the pilot's applicable hourly rate.  Paid at 53 hours 24 minutes multiplied by 75% multiplied by the pilot's applicable hourly rate.
<b>Annual Leave</b>	Entitlement accrued normally (i.e. forty two (42) days incl. Saturdays, Sundays and Public Holidays for each completed year of service).	Paid in accordance with clauses 28.6 of this Agreement.  <b>Note:</b> If the period of a flexi line holder occurs within the period for calculating annual leave pay, it will be included in the calculation.
<b>Long Service Leave</b>	Entitlement accrued normally (i.e. in accordance with Company Policy).	Paid in accordance with clause 28.11 of this Agreement.
<b>Personal Leave and</b>	Pro-rata based on nominated	Paid in accordance with Personal Leave

Nature of Entitlement	Rate of accrual of entitlement	Payment method as applicable
<b>URTI</b>	percentage.	entitlements in clause 28.7 and 28.8. Normal documentation requirements apply.
<b>Superannuation</b>	As per clause 38.13.	Pro-rata contribution for Defined benefit funds, based on approved hours of work.
<b>Parental Leave</b>	Entitlement accrued normally.	Paid or unpaid leave in accordance with Clause 43.

### 38.9 **Licencing, training and performance**

A pilot who works a flexi line must ensure that he or she meets all relevant aviation regulatory authority licencing requirements, and maintains the Company's required standard of performance and route qualifications in compliance with the Agreement.

### 38.10 **Effect on flexi line on continuous service**

Despite any employment agreement or other provision to the contrary, commencement of a flexi line, and return from a flexi line to a normal roster, in accordance with this clause does not break the continuity of service of a pilot.

### 38.11 **Loss of Licence**

Flexi line holders will be covered for loss of licence benefits under the LOL Plan, pursuant to clause 25 of the Agreement provided however, if a pilot continues to work a flexi line for a period greater than twenty six (26) bid periods, the Company reserves the right to require the pilot to contribute towards the payment (as set out in the following clause) of the premium payable under the LOL Plan.

### 38.12 **Formula for calculating a flexi line holder's contribution to the LOL Plan premium**

Commencing two years (26 bid periods) after a pilot first commences working a flexi line, the flexi line holder will reimburse the Company for a pro-rata 50% or 25% proportion of the premium payable by the Company under the LOL Plan for coverage of an individual pilot

### 38.13 **Superannuation**

38.13.1 In relation to the defined benefits in the Superannuation Plan, Flexi Line is the same as "part-time" in the Superannuation Plan. Superannuation entitlements will be prorated for service during the term of a flexi line, based on the value of 50% or 75% in accordance with the rules of the relevant division.

38.13.2 In relation to accumulation benefits, for example in Division 6 and Gateway 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.

## PART 7 – LEAVE ENTITLEMENTS

### 39 Annual leave

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#### 39.1 Entitlement

A pilot will accrue forty-two (42) days' annual leave (inclusive of Saturdays, Sundays and Public Holidays) for each twelve (12) months' continuous service (excluding any periods of unapproved absences).

#### 39.2 Availability

39.2.1 Except as provided under this clause 39, the amount of annual leave to be taken at any time will be as agreed between the individual and the Company.

39.2.2 To ensure that pilots have access to their annual leave entitlements under this clause 39, the Company will prepare annual leave schedules covering an eight (8) month Leave Planning Period (referenced to 1 August in odd-numbered calendar years). Provision for leave that will fall due during a Leave Planning Period will be built into the schedule for that period.

#### 39.3 "Golden Leave" days pre-allocated

Each pilot may request the Company to pre-allocate up to two (2) "golden" leave days each year for each pilot. Golden leave may be taken as two (2) days, or as two (2) separate single days, subject to the following:

39.3.1 the Company must receive applications for "golden" leave days no later than three (3) bid periods before the commencement of the Leave Planning Period as defined in sub-clause 39.2.2 of this Agreement in which the pilot seeks to take the "golden" leave. Later applications may be considered at Company discretion;

39.3.2 approval of requests for "golden" leave days is at the Company's discretion but will not, subject to this clause, normally be refused (and if refused, the decision will be reviewed by the Base Manager (or his/her delegate));

39.3.3 a maximum of two (2) pilots in any category on any day are entitled to access a "golden" leave day, with any increase at the Company's discretion; and

39.3.4 "golden" leave days are not available during the Christmas Period or Easter Period.

#### 39.4 Option at retirement

Immediately before retirement, or termination on medical grounds, a pilot will have the option of taking a period of annual leave up to the equivalent of his/her accumulated balance of entitlements under this clause 39 subject to mutual agreement.

#### 39.5 Illness during annual leave

39.5.1 When a pilot becomes ill during a period of annual leave and advises the Company of this as soon as is practicable after the commencement of the illness and produces the necessary medical certificates, the duration of such illness will be counted as personal leave and his/her annual leave will be re-credited accordingly.

39.5.2 Every consideration will be given by the Company to ensuring that the pilot subsequently has access to this annual leave when a pilot requests it. Access will be through the ad hoc process.

#### 39.6 Administration

39.6.1 Subject to this clause 39 each pilot will take annual leave at least once every Leave Planning Period.

- 39.6.2 Annual leave periods will be rostered to conform to the flying program based on an eight month cycle.
- 39.6.3 At least thirteen (13) weeks prior to the commencement of each eight (8) month cycle, the Company will issue a list of available leave slots to commence during the ensuing eight (8) month leave term and a pilot allocated leave under the eight month cycle may submit a bid not later than three (3) 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.
- 39.6.4 The Company may create a separate leave pool for CATs and TCs. The affected trainers will be advised prior to bids opening. The separate leave pool will contain a representative set of leave slots.
- 39.6.5 Pilots will be allocated at least four (4) weeks of annual leave each Leave Planning Period.
- 39.6.6 In a Leave Planning Period, pilots may bid for annual leave in two (2) or four (4) week blocks, which may or may not be consecutive.
- 39.6.7 For each Leave Planning Period the Company will;
- (a) allocate annual leave slots in accordance with clause 39.8; and/or
  - (b) assign annual leave slots (either four (4) week or two (2) week slots) in accordance with clause 39.11.
- 39.6.8 Clause 39.6.5 may be waived by agreement between the pilot and the Company.
- 39.6.9 The Company will promulgate a list of allocated leave periods no later than nine (9) weeks before the commencement of the relevant leave cycle.
- 39.6.10 In determining what constitutes a complete year of service for annual leave purposes or in determining a pro-rata entitlement, any period of unapproved absence by an individual will not count as service.
- 39.6.11 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.
- 39.6.12 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.
- 39.6.13 Annual leave slots will commence on either week one (1) or three (3) of a bid period.

### **39.7 Construction of annual leave slots**

- 39.7.1 Annual leave slots over desirable periods
- (a) Leave slots will be constructed in such a way that, with reference to the NSW, QLD, WA, VIC and SA school holidays, they encompass a minimum of one week of holiday periods.
  - (b) The Company will create as many leave slots over times identified in 39.7.1(a) as operationally possible.
- 39.7.2 Where operationally possible the Company will create more leave slots than eligible bidders.

### **39.8 Allocating annual leave slots**

- 39.8.1 A pilot may bid for a leave slot by arranging the advertised slots in descending order of preference and indicating if they intend to use the 'Christmas' or 'longest since' priority for each slot. Unless agreed otherwise between the Company and the pilot, if a pilot has less than 28 days (8 month cycle) of accrued annual leave at the commencement of the applicable leave cycle the balance will be allocated in lieu of 28 days. Leave slots will be awarded within category and base in three (3) steps.



39.8.2 The date used for 'longest since last awarded' in 39.8.2(a)(1) or 39.8.2(b)(2) 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' date will be a pilot's seniority date.

**(a) First Allocation – 'Christmas' Priority**

- (1) 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.
- (2) Pilots who have elected to use their 'Christmas Priority' will be awarded available slots that cover the Christmas period using their 'Christmas priority'.
- (3) Available slots that cover the Christmas Period will be four (4) week slots only.

**(b) Second Allocation – 'Longest Since' Priority**

- (1) A pilot may elect to use his/her longest since priority for any advertised leave slot.
- (2) The Company will maintain and publish a list of pilots in 'longest since last awarded' order for the 'longest since' priority. 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.
- (3) Pilots who have elected to use their 'longest since' priority will be awarded available leave slots in 'longest since' order.
- (4) Bids for four (4) week slots will be allocated under 'longest since' priority. Bids for two (2) week slots will have the first slot allocated under 'Longest Since' and the second slot under 'Seniority' priority.

**(c) Third Allocation – 'Seniority' Priority**

- (1) Remaining leave slots will be awarded in seniority order to pilots not awarded slots in 39.8.2(a) or 39.8.2(b)
- (2) Where a pilot has excess leave remaining after he or she has been awarded a leave slot and they have indicated a preference for additional leave, he/she will be awarded an additional two (2) week slot (after step (c)(1)above).
- (3) The number of additional slots awarded under this clause will not exceed the number of additional slots created under clause 39.7.2, unless otherwise agreed between the parties.

39.8.3 Where a pilot does not bid for annual leave in a Leave Planning Period or provides insufficient bids, the Company may assign leave slots to the pilot such that the pilot is allocated a total of four (4) weeks leave in the bulk allocation. This provision will not be used to place a pilot in a negative annual leave balance, unless agreed otherwise between the Company and the pilot.

**39.9 Ad hoc leave**

Pilots may bid in a manner specified by the Company for ad hoc leave before each bid period. The leave will be awarded in accordance with a pilot's seniority within the base and category.

**39.10 Minimum amount of leave**

A pilot must take a minimum of fourteen (14) days annual leave within each continuous period of thirteen (13) bid periods. This does not apply if a pilot has taken long service leave during the relevant period.

**39.11 Assignment of remaining unallocated Annual Leave slots**

39.11.1 The Company may, after annual leave has been allocated in accordance with subclause 39.8, assign remaining unallocated annual leave slots, subject to subclause 39.11.2 according to the following provisions:

- (a) Remaining unallocated annual leave slots may be assigned to any pilot who has four (4) weeks or more of unallocated annual leave.
  - (1) Annual leave slots assigned under this clause must be assigned to the pilot with the most annual leave outstanding first, then to the pilot with the second most annual leave outstanding and so on in descending order, except that a pilot who has successfully completed a promotional or transitional training course, and whose consolidation flying period would be affected will not be assigned;
  - (2) a pilot who will be on known long term personal leave will not be assigned;
  - (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 slots it requires.
  - (4) a pilot who has six (6) full bid periods or less to run to retirement will be assigned last.
  - (5) At the time of promulgation of excess leave, a pilot who has long service or annual leave that either starts or finishes within four (4) weeks or within the same bid period of the promulgation date, will be assigned second last.
  - (6) a pilot may be given relief, for compassionate reasons, from being assigned annual leave under these guidelines by agreement between the parties.

39.11.2 The Company will:

- (a) provide at least four (4) weeks' notice to a pilot member of the assignment of annual leave;
- (b) not assign annual leave for a period of less than two (2) weeks at any one time; and
- (c) not assign a period of annual leave that will result in the pilot's accrued annual leave falling below two (2) weeks.

39.11.3 Nothing in this clause 39.11 prevents a pilot from applying to take unallocated leave.

**39.12 Cashing out annual leave**

39.12.1 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.

## 40 Personal Leave, Carer's Leave and URTI Leave

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### 40.1 Accrual

- 40.1.1 Paid Personal Leave will accrue to pilots employed under this Agreement at a rate of fifteen (15) days per year. The accrual of a pilot's paid Personal Leave is cumulative.
- 40.1.2 A pilot is entitled to use accumulated paid Personal Leave for Carer's Leave.
- 40.1.3 If a pilot has exhausted paid Personal Leave entitlements, they may take up to two (2) days unpaid Carer's Leave for each occasion, or by agreement with the Company.
- 40.1.4 A pilot will be entitled to four (4) days of paid URTI Leave each year. Paid URTI leave is non-cumulative.
- 40.1.5 Paid Personal Leave and paid URTI Leave shall be credited to a pilot's leave balance on their Anniversary Date each year.

### 40.2 Administration

- 40.2.1 The Company will maintain separate records of each pilots' paid Personal Leave entitlements, PL-OLD and PL-NEW.

### 40.3 Notice Requirements

- 40.3.1 A pilot will advise the Company as soon as possible upon becoming unfit for duty due to personal illness or injury or unavailable due to Carer's Leave, and will advise the anticipated duration of absence from duty.
- 40.3.2 Upon becoming fit for duty or available for duty in the case of Carer's Leave, the pilot will immediately advise the Company of their availability for duty.
- 40.3.3 A pilot on reserve duty must advise the Company immediately if the pilot is unable to provide coverage as a result of being unfit for duty or unavailable for duty due to Carer's Leave. Advising the Company at the time of being called out for duty will not be accepted.

### 40.4 Certification Requirements

- 40.4.1 In relation to paid Personal Leave, a pilot must provide a certificate from a duly registered health practitioner (or if not reasonably practicable, a statutory declaration made by the pilot) when making an application for paid Personal Leave.
- 40.4.2 In relation to paid Carer's Leave, a pilot must provide a medical certificate from a registered medical practitioner, if the provision of care was for a personal illness or injury to a member of the pilot's immediate family, or a statutory declaration if it related to an unexpected emergency to a member of the pilot's immediate family.
- 40.4.3 Notwithstanding sub-clause 40.4.1 and 40.4.2, each pilot is entitled to take up to three (3) days of paid Personal Leave in each year of service without being required to produce a medical certificate or any other evidence of unfitness for duty.
- 40.4.4 In relation to URTI Leave, a pilot must provide a certificate from a duly registered health practitioner when making an application on the grounds of URTI.
- 40.4.5 The Company may require a pilot to produce medical certificates when unfit for duty on days rostered as AV days, BL days, reserve days, CB days or for a day that attracts a passive credit.
- 40.4.6 Before exercising its rights under sub-clause 40.4.5 the Company must notify the pilot that it intends to exercise its rights under that sub-clause.

#### **40.5 Conversion of Personal Leave and URTI Leave balances between long haul operations and short haul operations**

- 40.5.1 Conversion of Personal Leave balances when transferring from short haul to long haul operations shall be in accordance with the following:
- (a) 15 days PL-NEW (SH) = 21 days PL-NEW (LH)
  - (b) 10 days PL-OLD (SH) = 21 days PL-OLD (LH)
- 40.5.2 Conversion of Personal Leave balances when transferring from long haul to short haul operations shall be in accordance with the following:
- (a) 21 days PL-NEW (LH) = 15 days PL-NEW (SH)
  - (b) 21 days PL-OLD (LH) = 10 days PL-OLD (SH)
- 40.5.3 Conversion of URTI leave balances when transferring from short haul to long haul operations and vice versa shall be at a rate of 1 to 1.

### **41 Long service leave**

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- 41.1 The Company will provide long service leave in accordance with Company policy.
- 41.2 Where permitted under the relevant state legislation, a pilot may take long service leave on half pay in accordance with Company policy.
- 41.3 An application to take long service leave for two (2) consecutive Christmas Periods will not be approved where this would mean the Company was unable to approve an application from another pilot who had not taken long service leave for the preceding Christmas.

### **42 Compassionate (bereavement) and domestic violence leave**

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#### **42.1 Compassionate (bereavement) leave**

A pilot will be entitled to two (2) days compassionate leave in accordance with the Act. In addition to this entitlement, a pilot is entitled to take one (1) additional day per occasion from accrued Personal Leave or as unpaid leave where the pilot has no accrued Personal Leave.

#### **42.2 Domestic and Family Violence Leave**

A pilot will be entitled to domestic and family violence leave in accordance with Company policy and (notwithstanding clause 4.1) the Air Pilots Award 2010.

### **43 Parental leave**

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#### **43.1 National Employment Standard**

Parental leave entitlements shall be in accordance with the provisions of the National Employment Standard as contained in Part 2-2 Division 5 of the Act as in force from time to time and the following provisions.

#### **43.2 Additional Maternity Leave Terms**

##### **43.2.1 Alternative Duties**

A pilot who is required to cease flying due to pregnancy will be provided with alternative duties.

##### **43.2.2 Performance of alternative duties**

Transfer to alternate duties will be on the same terms and conditions of employment as if the provisions of Section 81 of the Act (Transfer to a Safe Job) were invoked. Allowances will not be paid.

#### 43.2.3 **Commencement of Maternity Leave**

A pilot may commence maternity leave immediately at any time after confirmation of pregnancy as certified by a registered medical practitioner providing that the pilot will be entitled to fifty two (52) weeks maternity leave from the date of birth of the child.

#### 43.2.4 **Option for Paid Maternity Leave**

Any maternity leave that a pilot elects to take in the four (4) weeks prior to the expected date of confinement and the six (6) weeks of maternity leave that a pilot is required to take after the birth will be paid leave to a maximum of ten (10) weeks.

#### 43.2.5 **Rate of Pay for Period of Paid Maternity Leave**

The rate of pay for the period of paid maternity leave will be based on the rate that would apply to the same period of annual leave calculated in accordance with clause 28.6. Allowances will not be paid.

#### 43.2.6 **Accrual of Service Related Benefits**

The period during which the pilot performs alternative duties and the period of paid maternity leave will count as service for all purposes of this Agreement. The period of unpaid maternity leave will not be taken into account when calculating the crew member's length of service with the Company and will not give rise to accrued benefits. For other conditions refer to Company policy.

### 43.3 **Additional Maternity, Paternity and Adoption Leave Terms**

#### 43.3.1 **Taking other leave entitlements in conjunction with maternity, paternity or adoption leave**

In conjunction with maternity, paternity or adoption leave, a pilot may take any (or any part of) accrued annual or long service leave entitlements in which case payment for annual leave and long service leave will be calculated in accordance with sub-clauses 28.6 and 28.11.

#### 43.3.2 **No personal leave payments during maternity, paternity or adoption leave**

Payments will not be made for personal leave occurring during a pilot's approved period of maternity, paternity or adoption leave.

#### 43.3.3 **Leave not to count as service**

Subject to clause 43.2.6, absence from duty on maternity, paternity or adoption leave will not break the continuity of a pilot's employment with the Company, but the leave period will not be taken into account in calculating the pilot's length of service with the Company.

#### 43.3.4 **Relinquishing a vacancy if training not already commenced before maternity, paternity or adoption leave**

If, before commencing maternity, paternity or adoption leave, a pilot has not commenced or completed transitional training for a vacancy already allocated, the pilot will relinquish the vacancy.

#### 43.3.5 **Applying for a promotion during maternity, paternity or adoption leave**

During maternity, paternity or adoption leave, a pilot may apply for a promotion or transfer to a higher category to fill a vacancy that occurs on an aircraft provided the training for that vacancy is planned to commence after the end of the maternity, paternity or adoption leave.

### 43.4 **Paternity leave**

#### 43.4.1 **A pilot is entitled to be paid paternity leave pursuant to the Company's policy, which is seven (7) days paid leave.**

- 43.4.2 Where a pilot takes unpaid paternity leave pursuant to Company policy within 8 weeks of the child's birth or adoption, the Company will approve a request from the pilot to cash out annual leave if the requirements of clause 39.12.1(a), 39.12.1(b), and 39.12.1(c) are met.

## 44 Carer's lines

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### 44.1 Carer's lines

#### 44.1.1 General statement about the objectives sought via carers' lines

The provisions of this clause are designed to recognise the need to assist pilots to arrange their work in a way that will accommodate their obligations to their families, with the emphasis being to build sufficient stability into a line of flying since the predictability of working hours is important to enable a pilot to accommodate those responsibilities. A carer's line offers greater rostering stability than that associated with a normal roster. Carers' lines attract pro-rata pay and entitlements relative to the amount of work performed.

#### 44.1.2 Meaning of "responsibilities as a carer"

A reference to a pilot's "responsibilities as a carer" is a reference to the pilot's responsibilities to care for or support a family member as the substantive primary care giver, including:

- (a) Any child or step-child of the pilot (whether or not under the age of eighteen (18) years) who is:
  - (1) wholly or substantially dependent on the pilot; or
  - (2) in need of care or support.
- (b) Any child or adult who is in need of care or support and:
  - (1) of whom the pilot is guardian;
  - (2) for whom the pilot has parental responsibility under a law of the Commonwealth or this State; or
  - (3) in relation to whom the pilot is an authorised carer within the meaning of the *Children and Young Persons (Care and Protection) Act 1998*.
- (c) Any immediate family member of the pilot who is in need of care or support, being one of the following:
  - (1) a spouse or former spouse of the pilot;
  - (2) a grandchild or step-grandchild of the pilot or of a spouse or former spouse of the pilot;
  - (3) a parent or step-parent of the pilot or of a spouse or former spouse of the pilot;
  - (4) a grandparent or step-grandparent of the pilot or of a spouse or former spouse of the pilot; or
  - (5) a brother or sister, or step-brother or sister, of the pilot or of a spouse or former spouse of the pilot.

"**Spouse**" means the husband or wife of a pilot or the other party to a de facto relationship with a pilot.

#### 44.1.3 Evidence of responsibilities as a carer

- (a) The Company may require a pilot to provide a statutory declaration (and/or other evidence to the Company's reasonable satisfaction), demonstrating that:

- (1) he or she has responsibilities as the substantive primary care giver to care for or support a family member (as well as identifying the family member); and
  - (2) any nominated non-work days sought are directly linked to the pilot's ongoing responsibilities for care or support of the family member.
- (b) The pilot agrees that he or she will advise the Company as soon as practicable of any changes in their circumstances that affects their ongoing requirement for a carer's line and/or nominated non-work days.
- 44.1.4 Each twelve (12) months, a pilot may be required to update and submit the evidence required in clause 44.1.3.
- 44.1.5 **Notice for commencing and duration of a carer's line**
- (a) To assist the Company with planning, the following time periods will apply:
    - (1) a pilot who wants to work a carer's line will give the Company at least four (4) bid periods' notice of his or her intention to access a carer's line and, where applicable, state the estimated period that the pilot wants to work a carer's line.
    - (2) a pilot who wants to work a carer's line will commit to working a carer's line for at least six (6) bid periods.
    - (3) a pilot who wants to return to flying a normal bid line will give the Company at least four (4) bid periods' notice of his or her intention to do so.
    - (4) a carer's line cannot be commenced or discontinued part way through a bid period.
  - (b) In exceptional circumstances or for compassionate reasons, the Company may agree to reduce or waive the time periods specified in this clause.
- 44.1.6 **Nominating the hours of work**
- A pilot who wants to work a carer's line must nominate the percentage of seventy one hours and forty eight minutes (71:48) that he or she is prepared to work ("the nominated percentage") but the nominated percentage cannot equate to less than thirty five hours and fifty four minutes (35:54) or be greater than the planning divisor for the pilot's category and base, and may, subject to 44.1.3, nominate days on which he or she does not want to work ("the nominated non-work days").
- 44.1.7 **Constructing a carer's bid line**
- If a pilot's nominated percentage and the nominated non-work days meet with the Company's approval:
- (a) the Company will construct a bid line for each carer commensurate with his or her relative seniority using the nominated percentage (plus or minus four hours and thirty six minutes (4:36) provided, however, the hours in the bid line cannot be less than thirty five hours and fifty four minutes (35:54) and taking into account any nominated non-work days;
  - (b) where the nominated non-work days preclude the construction of a bid line equivalent to the nominated percentage (plus or minus four hours and thirty six minutes (4:36), the Company will 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 thirty five hours and fifty four minutes (35:54)). The

carer is entitled to bid for, and be awarded, open time flying commensurate with his or her seniority in order to increase planned credited hours to the nominated percentage.

**44.1.8 Recovering time lost from a pattern**

If a carer loses hours he or she will be given priority as a short of time pilot for the allocation of open time flying in order to recoup the hours lost.

**44.1.9 Maximum 'window' of hours of work**

Despite the provisions in the Rostering Manual relevant to a short of time pilot, the maximum window of hours that a carer acting as a carer can choose to work, or that the Company can require the pilot to work, is the carer's nominated percentage plus four hours and thirty six minutes (4:36).

**44.1.10 Returning a carer to base after a down line disruption**

In the event of down line disruption, the Company will do whatever is reasonably possible (taking into account the economic costs and operational considerations) to return the carer to his or her base station on the day the original pattern was scheduled to conclude. If that is not reasonably possible, the Company will use its best endeavours (again, taking into account the economic costs & operational considerations) to return the carer to his or her base station as soon as it is reasonably practicable. The decision of the relevant Base Manager or Duty Captain on this matter will be final.

**44.1.11 Reserve**

- (a) At the time of constructing a carer's line, the Company may allocate reserve duty to the pilot in accordance with this clause:
- (1) where the pilot's nominated percentage is equal to 50% the Company must not allocate more than one (1) day of reserve duty to a pilot;
  - (2) where the pilot's nominated percentage is greater than or equal to 51% but less than or equal to 66% the Company must not allocate more than two (2) days of reserve duty to a pilot; and
  - (3) where the pilot's nominated percentage is greater than or equal to 67% the Company must not allocate more than three (3) days of reserve duty to a pilot;
- provided also that the Company must not allocate a reserve duty on any nominated non-work days.
- (b) Where flying is assigned to a pilot on the day of the pilot's allocated reserve duty, the restriction in accordance with this clause (i.e. limiting the maximum window of hours of work to the pilot's nominated percentage plus four hours and thirty six minutes (4:36)) will not apply.

**44.1.12 Training after a period of approved absence**

- (a) Where a pilot returns to work after a period of approved leave and wants to access a carer's line, the Company will provide 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 given a normal roster for a bid period.
- (b) Once cleared to the line, but before commencing a carer's line, a pilot may be required to fly a normal bid line for up to one full bid period for the purposes of consolidation flying.



**44.1.13 Licensing, training and performance**

A pilot who works a carer's line must ensure that he or she meets all relevant CASA licensing requirements, and maintains the Company's required standard of performance and route qualifications in compliance with the Agreement.

**44.1.14 Pay and entitlements**

Where a carer's nominated percentage is less than 100%, the applicable pay and rate of accrual of an entitlement will be calculated as set out in the table below:

Nature of Entitlement	Rate of accrual of entitlement	Payment method
<b>Minimum Guarantee of 53 hours and 24 minutes per 28 day bid period</b>	Pro-rata, based on nominated percentage (i.e. 53 hours and 24 minutes multiplied by the carer's nominated percentage).	Paid at 53 hours and 24 minutes multiplied by the carer's nominated percentage multiplied by the carer's applicable hourly rate.
<b>Annual Leave</b>	Entitlement accrued normally (i.e. 42 days incl. Saturdays, Sundays and Public Holidays for each completed year of service)	Paid in accordance with clause 28.6 of this Agreement.  Note: If the period of a carer's line occurs within the 12 month period for calculating annual leave pay, it will be included in the calculation.
<b>Long Service Leave</b>	Entitlement accrued normally (i.e. in accordance with Company Policy).	Paid in accordance with clause 28.11 of this Agreement.  Note: If the period of a carer's line occurs within the 12 month period for calculating annual leave pay, it will be included in the calculation.
<b>Personal/URTI Leave</b>	Pro-rata, based on nominated percentage.	Paid in accordance with clause 28.7 and 28.8 of the Agreement to a maximum of the carer's pro-rated minimum guarantee. Normal documentation requirements.
<b>Superannuation</b>	Pro-rata superannuation contribution, based on nominated percentage.	Pro-rata contribution, based on nominated percentage
<b>Reserve Duty</b>	Number of reserve duties allocated according to fixed range values of nominated percentage, i.e.:  ≤ 50% = 1 day; 51% - 66% = 2 days; ≥ 67% = 3 days.	Paid in accordance with clause 28.1.5 of this Agreement.
<b>Parental Leave</b>	Entitlement accrued normally	Paid or unpaid leave

**44.1.15 Effect of carer's line on continuous service**

Despite any employment agreement or other provision to the contrary, commencement of a carer's line, and return from a carer's line to a normal roster, in accordance with this clause does not break the continuity of service of a pilot.

**44.1.16 Loss of Licence**

Carers will be covered for loss of licence benefits under the LOL Plan, pursuant to clause 25 of the Agreement provided however, if a pilot continues to work a carer's line for a period of two (2) years or more, the Company reserves the right to require the pilot to contribute towards the payment (as set out in the following clause) of the premium payable under the LOL Plan, subject to establishing the legality of such an arrangement.

**44.1.17 Formula for calculating a carer's contribution to the LOL Plan premium**

Commencing two (2) 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 Plan for coverage of an individual pilot.

The carer's percentage contribution towards the premium will be calculated as the difference between 100% and the carer's nominated percentage.

## 45 Leave without pay (LWOP)

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### 45.1 General LWOP provisions

- 45.1.1 Applications for LWOP will be considered in order of receipt by the Company and must state whether there is an intention to fly with another operator.
- 45.1.2 The Company may approve LWOP in accordance with Company policy and the conditions of this clause except that nothing in this clause precludes the Company providing additional benefits.
- 45.1.3 The period of LWOP will be specified in respect of each individual applicant and may be varied only by mutual consent.
- 45.1.4 The pilot is responsible for making alternate arrangements when deductions from pay cease for the period of the LWOP.
- 45.1.5 Company superannuation contributions may be suspended.
- 45.1.6 Any death benefit under the Superannuation Plan during the LWOP will be that applicable at the commencement of the LWOP subject to the Superannuation Plan rules.
- 45.1.7 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.
- 45.1.8 Staff-travel benefits on Qantas Group airlines will apply during the LWOP but interline entitlements will depend on the respective interline agreements.
- 45.1.9 Subject to subparagraph 45.1.12(a), a pilot will resume a position in accordance with his/her seniority at the completion of LWOP.
- 45.1.10 The Company will provide the training necessary to re-validate the pilot's licence at the completion of LWOP.
- 45.1.11 A pilot may bid for a vacancy provided the vacancy is to become effective after the completion of the LWOP.
- 45.1.12 A pilot's period of LWOP will count as continuous service provided he/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 45.1.5, the period of LWOP will not count as service for superannuation purposes unless the Company elects otherwise;
  - (d) the period of LWOP will not count as service for calculation of any redundancy entitlement;
  - (e) a pilot may take annual leave prior to commencing LWOP; and
  - (f) if the pilot requests, annual leave or long service leave entitlements will be paid out as permitted by applicable legislation.

### 45.2 LWOP to Accommodate Fixed Term Employment with Jetstar Airlines Pty Ltd

This clause 45.2 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').

Subject to this clause 45.2, this Agreement will not apply during the term of a pilot's LWOP to accommodate fixed term employment with Jetstar.

45.2.1 The MOU does not form part of this Agreement.

**45.2.2 Applications for LWOP and retention of seniority**

- (a) For the purpose of this clause, clause 45.1 above is replaced in its entirety with this clause 45.2.2
- (b) After making a written request to the Company, a pilot may be granted LWOP.
- (c) 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.
- (d) 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 45.2.2 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.

**45.2.3 Period of LWOP**

- (a) 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.
- (b) 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.

**45.2.4 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.

**45.2.5 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 6.7 of the MOU), will retain her or his position on the Seniority List.

**45.2.6 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 45.2.7, 45.2.8 and 45.2.9 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). The period of LWOP will not count as service for calculation of any redundancy entitlements.

**45.2.7 Long Service Leave (LSL)**

- (a) 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.
- (b) 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.

**45.2.8 Personal leave and annual leave**

Any accumulated personal leave 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 personal illness, personal leave credits may be transferable to Jetstar provided it is agreed between the Company and Jetstar.

**45.2.9 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.

**45.2.10 Superannuation**

- (a) 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 45.2.10(a)(1) or 45.2.10(a)(2):
  - (1) Continuation of contributions to the relevant division of the Superannuation Plan in which case:
    - (A) the Company will cease its contributions;
    - (B) the pilot will continue to make member contributions to the Superannuation Plan as required under the Rules of the Superannuation Plan;
    - (C) the pilot's superannuation salary for the purposes of the Superannuation Plan (and for no other purpose) will be the superannuation salary that applies under the Superannuation Plan as if the pilot had not taken LWOP from the Company;
    - (D) 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;
    - (E) 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 45.2.10(1)(D) and the employer contribution required under the Superannuation Plan;
    - (F) Jetstar will make all necessary arrangements with the Superannuation Plan for the amount of any 'top up' required to be made, to be quantified by the Superannuation Plan and advised to the pilot and Jetstar; and

- (G) service with Jetstar during the period of LWOP will count as continuous service for the calculation of benefits under the Superannuation Plan.
- (2) Cessation of member contributions during the period of LWOP in which case:
  - (A) the Company will cease to make contributions;
  - (B) the pilot will cease to make employee contributions to the Plan;
  - (C) service with Jetstar during the period will not count as continuous service for the calculation of benefits under the Plan;
  - (D) the death benefit under the Superannuation Plan during the LWOP will be that applicable at the commencement of the LWOP subject to the Superannuation Plan rules.
  - (E) 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 Superannuation Plan will be deemed to be the date of cessation of employment with the Company.

#### 45.2.11 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).

#### 45.2.12 Loss of Licence (LOL)

The LOL insurance provisions under the Jetstar Certified Agreement or any successor 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 or any successor agreement.

#### 45.2.13 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.

#### 45.2.14 Salary deductions

Deductions from pay will cease during the period of LWOP.

#### 45.2.15 Posting, promotion or transfers

- (a) 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.
- (b) The vacancy will be awarded provided:
  - (1) the pilot meets the Company's promotional criteria;
  - (2) the vacancy is to become effective after the completion of the LWOP; and
  - (3) 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).

**45.2.16 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.

**45.2.17 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 this Agreement, from the date that the MOU comes into effect and until it is terminated, seven (7) in each twenty (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 Captain or First Officer positions in the Company, and will continue or be deleted, in accordance with the terms of the MOU.

**45.3 Pilots on LWOP and Redundancy**

45.3.1 The redundancy provisions of the Integration Award as called up in this Agreement are modified in respect of pilots on LWOP in that the Company may 'pass over' a pilot who is on LWOP provided that period of leave commenced prior to the issuing of the notice of compulsory redundancy and was approved for a period of more than twelve (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 twelve (12) months then:

- (a) the Company may extend the minimum period of notice to the day on which the pilot returns from LWOP; and
- (b) 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 in accordance with the provisions of the Integration Award as called up by this Agreement.

## PART 8 – TRAVELLING & WORKING AWAY FROM HOME

### 46 Daily travelling allowance

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#### 46.1 Hourly rate for Daily Travelling Allowance

When away from base on duty a pilot will be paid DTA as follows:

- 46.1.1 From 1 September 2019, a Captain will receive DTA calculated in accordance with Table 3 of the ATO reasonable travel and meal allowance expense amounts at a rate of \$7.81 from 1 September 2019 for each hour or part hour calculated from sign on to sign off at the pilot's base; and
- 46.1.2 First Officers will receive DTA in accordance with Table 2 of the ATO reasonable travel and meal allowance expense amounts at a rate of \$6.80 from 1 September 2019 for each hour or part hour calculated from sign on to sign off at the pilot's base.

#### 46.2 Annual review of Daily Travelling Allowance hourly rate

The hourly rate for DTA will be adjusted annually (if necessary) in accordance with the understanding between the Company and the Association.

### 47 Accommodation and transport

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#### 47.1 Pilots to be provided with first class accommodation and transport

When away from base on duty a pilot will be provided with first class overnight accommodation and with transport from the airport to the place of accommodation and return.

#### 47.2 Pilots using alternative accommodation

If a pilot notifies the Company forty eight (48) hours or more in advance of sign-on or on being assigned flying, whichever event occurs last, of his or her intention not to use the regular accommodation arranged in accordance with this clause 47, the pilot will be:

- 47.2.1 paid an allowance equivalent to the DTA hourly rate set for Captains in clause 46.1.1 multiplied by ten (10) on each occasion when such accommodation is cancelled; or
- 47.2.2 provided by the Company with transport between the air terminal and the place of alternative accommodation and return, up to a distance of thirty (30) kms each way.

#### 47.3 Company to consult Association when establishing, renewing or reviewing accommodation arrangements

The Company will consult with the Association's Accommodation representatives in a timely, constructive manner on each occasion of establishing, renewing or reviewing any pilot accommodation arrangements.

### 48 Duty travel

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#### 48.1 Travel in the highest class available

- 48.1.1 The Company will, in accordance with the provisions of this clause, provide duty travel for pilots, in the highest class available, in order to position them for duty and return them to their base stations to complete duty.

- 48.1.2 Subject to sub-clause 48.1.3 pilots are entitled to duty travel in first class or business class, whatever is the highest class available but there is no entitlement to a specific seat in first or business class.
- 48.1.3 A pilot will accept duty travel in the highest class available where, subject to sub-clause 48.1.4, there is no alternative flight that will enable the pilot to travel first class or business class and complete his or her rostered duties.
- 48.1.4 Sub-clause 48.1.3 does not apply where the over-sale of first class seats or business class seats is the reason for first class or business class travel not being provided by the Company.
- 48.1.5 Nothing in this clause prevents a pilot from accepting a particular class of duty travel.
- 48.1.6 Nothing in this clause removes a pilot's right to require a particular class of travel in order to satisfy the requirements of CASA with respect to having adequate rest and being fit to perform duty as required.
- 48.1.7 All tickets will be endorsed so as to allow first class travel or business class travel.

#### **48.2 Travel on all economy services**

Where a pilot is required pursuant to sub-clause 48.1.3 to travel on an all economy service the following will apply:

- 48.2.1 the Company will allocate pilots seating in the highest class seat fitted to the aircraft;
- 48.2.2 where the aircraft is only fitted with economy class seats the Company must make every reasonable and practicable effort to allocate pilots a seat that is in either an emergency exit row or a bulkhead row; and
- 48.2.3 the seat adjacent to the pilot's seat can be sold but must be the last seat allocated on the aircraft at the time of boarding.

#### **48.3 Administration and undertakings for duty travel**

- 48.3.1 In meeting its obligations pursuant to this clause the Company must make every effort to ensure that pilots are allocated duty travel or seating arrangements pursuant to this clause and will make every effort to accommodate a pilot's request for a particular seat.
- 48.3.2 The Company warrants that it will put administrative procedures in place to allow it to provide pilots with their duty travel entitlement and seating arrangements pursuant to this clause.

## **49 Deadhead variation policy**

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#### **49.1 Approval to vary duty travel arrangements**

The Company will approve a pilot's requested variations on the duty travel arrangements planned by the Company subject to the provisions in this clause 49.

#### **49.2 No variations will be approved where it will prevent the performance of a pilot's duty**

- 49.2.1 The Company will not approve any variations to the planned duty travel arrangements where the alternative travel arrangements will prevent the pilot from performing his or her rostered duties or will infringe the pilot's rostering limits or flight and duty time limits.
- 49.2.2 Nothing in this clause 49 prevents the Company from approving alternative duty travel arrangements in compassionate or extraordinary circumstances.



**49.3 Class of travel for alternative deadhead variations**

- 49.3.1 All tickets for alternative deadheading on the same day as originally planned will be issued as positive space to the highest class available on the Qantas mainline service. Where the ticket is issued as an economy class ticket, it will be upgradeable on a space available basis to the highest class available. Positive space means a confirmed booking for a seat that is available at the time of booking.
- 49.3.2 Tickets for all other alternative deadheading arrangements will be issued as space available economy class tickets, upgradeable to the highest class available on Qantas mainline services, with a staff travel concessional priority.
- 49.3.3 For the purpose of this sub-clause 49.3, the first available flight before the flight originally planned by the Company fulfils the "same day" requirement.

**49.4 Payment for deadheading based on originally planned travel**

- 49.4.1 Payment for the alternate deadhead travel will be based on the originally planned deadhead travel arrangements.

**49.5 Accommodation and Allowances**

- 49.5.1 Pilots will be paid allowances based on the duty travel arrangements originally planned by the Company or the alternative deadheading arrangements requested by the pilot, whichever is less.
- 49.5.2 The Company is not obliged to provide accommodation or transport where a pilot's duty travel arrangements originally planned by the Company did not require the Company to provide accommodation or transport.

**50 Conditions governing training at a location away from a pilot's base**

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**50.1 Scope of application of clause**

- 50.1.1 The benefits under this clause apply to a pilot who undertakes training at a location in Australia:
- (a) away from his/her base (subject to clause 50.1.2(b)); or
  - (b) at the pilot's base but at a location that is more than two hundred (200) kilometres from his/her place of residence (where the pilot's base and place of residence are in the same Australian State or Territory).
- 50.1.2 The benefits under this clause do not apply to a pilot who undertakes training:
- (a) at his/her base and the pilot's place of residence is within two hundred (200) kilometres of the location of the Training; or
  - (b) away from his/her base and the pilot's place of residence is within two hundred (200) kilometres of the location of the training.

**50.2 Company will provide accommodation and transport or an allowance**

- 50.2.1 Where the benefits under this clause apply to a pilot the Company will:
- (a) supply the pilot with accommodation, transport and DTA for the time that s/he is at the location of the Training ("Option 1"); or
  - (b) pay an allowance to the pilot in accordance with this clause ("Option 2A or Option 2B").

**50.3 Option 1 – Company to provide accommodation and transport**

- 50.3.1 Where a pilot elects Option 1 (or clause 50.5.2 applies) the Company will provide:

- (a) accommodation for the period that the pilot is away from his/her base and/or place of residence in accordance with the terms of this Agreement;
- (b) duty travel between the pilot's base and the location of the training in accordance with the terms of this Agreement at the beginning and end of any period of training and at least once each seven (7) days;
- (c) DTA in accordance with the terms of this Agreement for the period that the pilot is away from his/her base and/or place of residence; and
- (d) transport to and from a pilot's accommodation and the place of training or the airport.

50.3.2 In all other respects the terms of this Agreement will continue to apply.

#### **50.4 Option 2A and Option 2B - Accommodation and Transport Allowance**

50.4.1 The Company will provide either Option 2A or Option 2B at a pilot's election.

50.4.2 Where a pilot elects 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' accommodation in each seven (7) day period ("Option 2A");
- (b) DTA in accordance with the terms of this Agreement for the period that the pilot is away from his/her base and/or place of residence; and
- (c) air transport between the pilot's base 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) (7 day period)**

Option 2A accommodation and transport allowance	= \$725.00
DTA for five (5) days @ \$6.80 per hour	= \$816.00
Total weekly allowances	= \$ 1,541.00

Note: plus air transport between the pilot's base and the location of the Training at the beginning and end of any period of Training and at least once each seven (7) days.

50.4.3 Where the pilot elects 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 in accordance with the terms of this Agreement from the first day of the training until completion of the training.

##### **Option 2B Example (Melbourne, Sofitel) (7 day period)**

Option 2B accommodation and transport allowance	= \$1,015.00
DTA for seven (7) days @ \$6.80 per hour	= \$1,142.40
Total weekly allowances	= \$2,157.40

Note: no air transport provided.

50.4.4 In all other respects the terms of this Agreement will continue to apply.

#### **50.5 Pilots must elect to take Option 1 or Option 2**

50.5.1 A pilot must elect either Option 1, Option 2A or Option 2B at least twenty-eight (28) days before the first day of the training or, where the pilot receives less than twenty-eight (28) days' notice of the commencement date of the training, the pilot 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**").

50.5.2 Where a pilot does not make an election by the election date, Option 1 will apply.

**50.6 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.

**50.7 Failure to qualify**

A pilot who fails to qualify for a Captain or First Officer position on a long haul aircraft will be subject to the provisions of clause 21 of this Agreement.

**50.8 Relocation reimbursement associated with failure to qualify for an assigned position**

Where the Company compulsorily requires a pilot to relocate to another base to take up a Captain or First Officer position in that other base 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/her previous place of residence).

## 51 Access to Qantas Club

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For duty travel purposes, Captains and First Officers will have access to the Qantas Club (or such replacement facility as may exist from time to time).

## 52 Bottled water provision

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Pilots are entitled to a bottle(s) of distilled mineral water on all flights.

## PART 9 – TRAINING & RELATED MATTERS

### 53 Training and qualification

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#### 53.1 General

- 53.1.1 In respect of any training that a pilot is required to undertake at a location in Australia away from base, the Company will meet the associated costs of transport (to and from the hotel and the training facility and/or the airport) and accommodation and will pay DTA for all time the pilot is away from base.
- 53.1.2 To be considered sufficiently qualified for commencement of training for promotion and/or transfer to another aircraft type, a pilot must satisfy the qualification requirements set out in clause 17.
- 53.1.3 A pilot will normally be given at least three (3) weeks' notice of the commencement date of promotional and/or aircraft type transfer training. At the commencement of such training the pilot will be given details of the planned arrangements for the training.

#### 53.2 Licence renewal, training flying and flight simulator training

- 53.2.1 A pilot undergoing licence renewal or training flying or simulator training is entitled to see a copy of the instructor's or check pilot's report on the licence renewal or training and will acknowledge this by signing it or electronically acknowledging the report.
- 53.2.2 A pilot will not be scheduled to undertake more than four (4) hours of simulator duty in any single day. Briefing and de-briefing time will not normally exceed one (1) hour and fifteen (15) minutes or two (2) hours in the case of conversion training in total.
- 53.2.3 Licence renewal checks may be conducted in the simulator in accordance with the Company's and CASA's requirements. The checks will be subject to the following conditions:
- (a) briefing time will not normally exceed one hour and de-briefing time will not normally exceed fifteen (15) minutes; or, alternatively, briefing time will not normally exceed forty five (45) minutes and de-briefing time will not normally exceed thirty (30) minutes.
  - (b) if the simulator is below level four (4) standard, adequate time will be given to a pilot to adapt to the particular characteristics of a simulator before the commencement of a licence renewal check; and
  - (c) each flight station in a simulator will be manned during licence renewal checks.

## **PART 10 – ACCIDENTS & INCIDENTS, ACCIDENT PAY AND UNIFORMS**

### **54 Accidents and incidents**

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- 54.1 Notwithstanding anything contained in this Agreement to the contrary, the Company may elect to hold a pilot out of service with pay during an investigation into an accident or incident in which he or she may have been involved.
- 54.2 A pilot who is involved in, or questioned in relation to, an accident or incident will be entitled to be represented and assisted at all times by a designated Association representative and/or by fellow pilots of his or her choice.
- 54.3 For the purpose of assisting a pilot in any investigation, the Association will have the right to nominate representatives who will act as observers and be present at all stages of a Company investigation into an accident or incident. The Association's representative will have the right to submit a report on the investigation that will form part of the final report of the investigating board.

### **55 Workers compensation and accident pay**

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A pilot is entitled to workers compensation in accordance with the relevant legislation of the State in which the pilot is employed by the Company, together with accident pay in accordance with the Company's Flight Administration Manual.

### **56 Uniforms**

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- 56.1 The Company will provide each pilot with a uniform and the pilot will wear such uniform on duty as and when required by the Company.
- 56.2 The Company will replace a pilot's uniform from time to time as appropriate as a result of fair wear and tear in relation to duty but the pilot will bear the cost of replacing an item of uniform if that becomes necessary due to the pilot's negligence.
- 56.3 The Company will consult with the Association in relation to all proposals to alter or review the uniform or any part of it and will provide sufficient opportunity for pilots to provide suggestions and comments regarding a review and to review proposed new garments ahead of any commitment by the Company to introduce them.

**PART 11 – APPENDICES****APPENDIX A  
– ROSTERING MANUAL**

# Short Haul Rostering Manual

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## Part A: Introduction

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### **RM1 Objects, title and purpose**

- RM1.1 The objects of this Rostering Manual are to provide an agreed set of:
- (a) Rostering Manual limits that will sit inside the CAO48 Exemption limits (except where no Rostering Manual limits are specified) and regulate the process used by the Company to build pilots' rosters for each bid period; and
  - (b) procedures for the Company to use in the administration of pilots' rosters on a day to day basis.
- RM1.2 The parties recognise that the CAO48 Exemption is not intended to be the regular flight time and duty limits for pilots.
- RM1.3 The Company will roster and schedule pilots for duty in accordance with this Rostering Manual.
- RM1.4 This Rostering Manual contains the:
- (a) Rostering Manual limits;
  - (b) pilot flight and duty limits;
  - (c) practices and procedures; and
  - (d) rules,
- agreed between the parties that regulate how pilots are to be rostered to carry out their duties as required by the Company under the Agreement.
- RM1.5 In circumstances where the regulations applying to Qantas short haul operations are changed, the Company may change the Rostering Manual to conform to the regulations and will consult with the Association in relation to any such changes.
- RM1.6 To the extent of any inconsistency between this Appendix and the Agreement, the Agreement prevails unless expressly stated otherwise.

### **RM2 Consultation and the Scheduling Consultative Committee**

- RM2.1 The parties will establish a Scheduling Consultative Committee (SCC) consisting of two (2) representatives nominated by the Association and two (2) representatives nominated by the Company.
- RM2.2 The SCC will meet at the request of either party (providing reasonable notice is given) in order to discuss any issues or questions regarding:
- (a) the implementation of this Rostering Manual;
  - (b) the interpretation of this Rostering Manual;
  - (c) the development and maintenance of the most efficient method of rostering of pilots;
  - (d) the operation of this Rostering Manual;
  - (e) any potential amendments or variations to this Rostering Manual; and
  - (f) rostering and scheduling matters generally.



RM2.3 If CAO Part 48 is amended then the SCC will meet and reconsider the terms of the Rostering Manual.

**RM3 Dispute avoidance procedure**

RM3.1 Any dispute arising out of any matter contained in this Rostering Manual will first be discussed by the SCC.

RM3.2 If the SCC is unable to resolve the dispute then it will be processed in accordance with the Disputes Settlement Procedure set out in clause 11 of the Agreement.

## Part B: Rostering Manual Limits and Pilot Flight and Duty Limits

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### RM4 Flight Time Limits

- RM4.1 Pilots are, in addition to the provisions contained in this Rostering Manual, subject to the flight and duty time limitations contained in the CAO48 Exemption.
- RM4.2 A pilot's total flight duty time must not exceed:
- (a) One hundred (100) hours in any consecutive twenty-eight (28) day period; or
  - (b) One thousand (1000) hours in any consecutive three-hundred-sixty-five (365) day period.
- RM4.3 At the time a pilot's roster is promulgated each bid period, no pilot will be rostered for more than nine hundred and fifty (950) hours of flight duty in any thirteen (13) consecutive 28 day bid periods.

### RM5 Cumulative Duty Time Limits

- RM5.1 The Company must not require, and a pilot will not perform, in excess of:
- (a) Sixty (60) duty hours in any consecutive seven (7) day period; and/or
  - (b) Ninety (90) duty hours in any consecutive fourteen (14) days.
- RM5.2 Notwithstanding sub-clause RM5.1 of this Rostering Manual:
- (a) After the allocation of a pilot's initial roster the Company may, with the agreement of the pilot concerned, roster a pilot so that his or her cumulative duty exceeds ninety (90) duty hours in any fourteen (14) consecutive days.
  - (b) A pilot may bid for, and be awarded, open time that would result in the pilot's cumulative duty exceeding ninety (90) duty hours in any fourteen (14) consecutive days.
  - (c) If a pilot's roster is varied because of scheduling or hours creep, and a pilot is likely to exceed ninety (90) duty hours of cumulative duty in fourteen (14) consecutive days, the Company must notify the pilot and the pilot must tell the Company if he or she wishes to be removed from a future duty, pattern or tour of duty.
- RM5.3 Notwithstanding sub-clauses RM5.2, the Company must not require a pilot to perform, and a pilot must not perform, in excess of one-hundred (100) duty hours in any fourteen (14) consecutive day period.
- RM5.4 The Company must ensure that each pilot:
- (a) is not rostered, or required, for duty for more than nine (9) days in any eleven (11) day period; and
  - (b) is not rostered, or required, for duty on more than six (6) consecutive days.
- RM5.5 The Company must ensure that each pilot has either:
- (a) one (1) period free of all duty which is a minimum of thirty-six (36) consecutive hours duration in any consecutive seven (7) days; or

- (b) one period free of all duty comprising two (2) consecutive local nights, starting no later than 22:00 local, and finishing not earlier than 05:00 local in any consecutive eight (8) nights.

**RM6 Maximum duty periods**

RM6.1 Subject to sub-clauses RM5.2 and RM5.3 and this clause RM6, the Company must not roster a pilot for duty for more than maximum duty periods as per the table below:

Maximum duty periods		
Local start time	Sectors 1 to 4	Sectors 5 or 6
0500 – 1459	12 hours	11 hours
1500 – 1959	11 hours	10 hours
2000 – 0459	10 hours	10 hours

RM6.2 A pilot may extend a flight duty period beyond the limits set out in sub-clause RM6.1 by up to two (2) hours when:

- (a) it is operationally necessary in order to complete the objective of the duty; and
- (b) the pilot considers himself or herself physically and mentally fit for the extension.

RM6.3 The Company may extend the maximum duty period as set out in sub-clause RM6.1 to fifteen (15) hours for a pilot (not being a pilot based in Sydney or Melbourne) who is required to undertake Emergency Procedures Training at a base other than his or her home base.

**RM7 Late night operations**

RM7.1 Subject to clause RM7.2, the Company will not require a pilot to perform duties in any duty period that involves late night operations for more than four (4) consecutive nights in any seven (7) consecutive night period.

RM7.2 Once in any consecutive twenty-eight (28) day period, the Company may require a pilot to perform duties in a duty period that involves late night operations for five (5) nights in any seven (7) consecutive night period.

RM7.3 Where there are more than two (2) duty periods involving late night operations in any seven (7) consecutive night period:

- (a) Notwithstanding clause RM5.1 of this Rostering Manual, the Company will not require and the pilot must not undertake, more than forty (40) hours of duty in that seven (7) night period;
- (b) Except as provided by clause RM7.2 the Company will not roster a pilot for more than four (4) duty periods in that seven (7) night period; and
- (c) Where a pilot has undertaken late night operations on consecutive nights, the Company must ensure that he or she either:
  - (1) remains on late night operations (up to the limits prescribed in clauses RM7.1 and RM7.2); and/or
  - (2) has at least twenty four (24) hours free of duty before being required to perform any other duty.

**RM8 Local Midnight**

RM8.1 Where the Company operates from places of different local midnight, the Company will determine the place for local midnight for pilots.

- RM8.2 Any determination of local midnight by the Company will last a minimum of twenty-eight (28) days and will be promulgated to all pilots.
- RM8.3 The Company may, following consultation with the Association, change the place used to determine local midnight. The Company will give all affected pilots twenty-eight (28) days' notice of any change pursuant to this clause.

## **RM9 Deadheading following a Flight duty**

- RM9.1 The Company may, in addition to the limits prescribed in the table at sub-clause RM6.1, roster a pilot to Deadhead following a flight duty up to the limits prescribed by sub-clause 3.1 in the CAO48 Exemption.
- RM9.2 Deadheading must be included in the calculation of the total duty period for the calculation of the subsequent rest period and flight and duty time limitations.
- RM9.3 Notwithstanding sub-clause RM9.1 no duty period where the pilot is required to perform flight duty will exceed sixteen (16) hours.

## **RM10 Pilot projected to exceed the flight or duty time limitations**

If a pilot is projected to exceed the pilot flight and duty limits the Company will remove, or the pilot will relinquish, the flight duty containing as little flight duty time as necessary to relieve the possible breach of the limits.

## **RM11 Split duty**

- RM11.1 The Company must not use split duty to construct patterns or rosters, without the approval of the Association.
- RM11.2 The Company may only use split duty;
- (a) in the case of disruption;
  - (b) when no reasonable alternative is available;
  - (c) if the pilot affected consents; and
  - (d) if a rest period of no less than six (6) hours is provided at a suitable sleeping accommodation.
- RM11.3 Where the Company uses split duty in accordance with this clause the maximum duty limits pursuant to sub-clause RM6.1 may be increased by up to four (4) hours (the total duty period must not exceed sixteen (16) hours).
- RM11.4 For the purposes of determining subsequent time free of duty and cumulative duty time, the rest period set out in sub-clause RM11.2(d) may be discounted by 50% up to a maximum of four (4) hours.

### **Example:**

Where a pilot is on a tour of duty of sixteen (16) hours which comprises:

- a 6 hour flight duty period;
- a six (6) hour rest period; and
- another four (4) hours flight duty period.

The rest period at the completion of the (16) hour tour of duty must be calculated by taking into account the entire sixteen (16) hours. Although by use of the discount in sub-clause RM11.4 the subsequent time free of duty and cumulative duty time can be calculated based on a 13 hour tour of duty (50% discount of the rest period is three (3) hours therefore remove three (3) hours from sixteen (16) hours to calculate the total tour of duty).

The minimum rest period following this tour of duty must be calculated in accordance with clause 3.7 of the CAO48 Exemption which states that where the previous duty period exceeds twelve (12) hours, the time free of

duty must be twelve (12) hours, plus one and a half (1.5) times the time that the previous duty period exceeded twelve (12) hours.  
 Therefore the total rest period must be  $12 + (13-12 \times 1.5) = 13.5$ .

RM11.5 Where the rest period pursuant to sub-clause RM11.2(d) includes any period between 2300 and 0530, the rest period must be for an uninterrupted period of at least seven (7) hours at suitable sleeping accommodation and, under these circumstances:

- (a) the maximum flight duty period may be increased to sixteen (16) hours; and
- (b) discounting of the rest period pursuant to sub-clause RM11.4 is not permitted.

**RM12 CB days are to be considered duty**

CB days are to be considered duty for Rostering Manual limits and pilot flight and duty limit purposes.

**RM13 Time free from duty following a three (3) or four (4) day pattern**

RM13.1 The Company will ensure that a pilot has at least fifteen (15) hours free of all duty immediately following a three (3) or four (4) day pattern.

RM13.2 The minimum rest breaks immediately following a three (3) or four (4) day pattern may, at the pilot’s discretion, be reduced from fifteen (15) hours to twelve (12) hours.

**RM14 Sign-on**

RM14.1 A pilot must report for duty at his or her Base no later than the last notified and accepted sign-on time and contact the Company via webCIS, telephone or any other method as agreed between the Company and the Association.

RM14.2 When a pilot contacts the Company in accordance with RM14.1, the Company may notify and the pilot must accept changes to his or her roster that have been made in accordance with this Agreement except that, sign-on for the current duty will commence no later than the last notified and accepted sign-on time prior to contacting the Company regardless of any changes.

RM14.3 Pilots must report for duty in accordance with the following table:

Type of Duty	International or Domestic flights	Point of Departure	Sign-on
<b>Operating</b>			
	International	All ports	60 minutes before departure
	Domestic	All ports	60 minutes before departure
<b>Deadheading</b>			
	International	All ports	60 minutes before departure
	Domestic	All ports	30 minutes before departure

RM14.4 Notwithstanding RM14.3, the Company may reduce sign-on times for ports other than a pilot’s Base to 45 minutes. Prior to implementing reduced sign-on times, the Company shall notify the impending change as part of the bid package.

**RM15 Sign-off**

RM15.1 A pilot will sign-off from duty not less than:

- (a) thirty (30) minutes after arrival for international flights; and

(b) fifteen (15) minutes after arrival for domestic flights.

RM15.2 The Company shall construct patterns and tours of duty in accordance with the sign-off times at RM15.1 based on planned arrival times.

RM15.3 A pilot's actual sign-off time will be determined using RM15.1 based on actual arrival time, except that a pilot may notify scheduling of their actual sign-off time in the case of an operational delay extending the sign-off time beyond that specified at RM15.1.

## Part C: Roster/Pattern Construction and Amendment

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### RM16 General Guidelines

- RM16.1 This Part C applies to Roster Construction and any adjustment, variation or amendment of a pilot's roster, allocated patterns, tours of duty, duty free days and/or leave during a bid period.
- RM16.2 Patterns or tours of duty considered onerous or patterns that exceed the Rostering Manual limits published herein may be modified or accepted by a consultative process between the Company and the Association.
- RM16.3 All rostered, supervisory, checking, training, pilot representative and Association President (if applicable) flight duty will be selected and removed from total flight duty before roster publication for a bid period.

### RM17 Efficient tours of duty and patterns

- RM17.1 The Company will construct efficient patterns and tours of duty in order to:
- (a) maximise the flight duty time and minimise transit time within each pattern and tour of duty; and
  - (b) optimise pilots' duty free days at his or her base.

### RM18 Optimum hours each bid period

Seventy one hours and forty eight minutes (71:48) flight duty for each pilot is considered optimum for a bid period. If the average number of flight duty hours for pilots exceeds (or is forecast to exceed) seventy five hours and thirty minutes (75:30) in a bid period for more than three (3) consecutive bid periods, the Company and the Association will meet and discuss the reasons, timeframe, ramifications and possible effects on establishment.

### RM19 Passive Ground Training Duties

- RM19.1 Subject to clause RM19.2, for the purposes of roster construction, the following ground training duties are passive credits:
- (a) recurrent training simulator duties annually;
  - (b) Annual Emergency Procedures Training Day; and
  - (c) Annual Security Training Day.
- RM19.2 The maximum number of training duties to be treated as passive credits is one (1) training duty per bid period and five (5) training duties per recurrent training year.
- RM19.3 For the purposes of clause RM19.1, when a ground training credit is incorporated within a Training Pattern, only the ground training component is considered passive for pay purposes.

### RM20 Divisor Balancing

- RM20.1 Balancing of hours within a pilot's base:

The Company will build rosters for pilots in each base to within four hours and thirty six minutes (4:36) of the planned divisor for each category within that base (i.e. Captains

hours will be referenced to the planned divisor for Captains and First Officers will be referenced to the planned divisor for First Officers).

RM20.2 Balancing of hours between pilot bases:

- (a) Each bid period the Company will compare the actual divisor for pilots of a particular category within a base with the average actual divisor for all pilots of that category across all bases.
- (b) Where there is a discrepancy between the actual divisor of a particular category within a base and the average actual divisor for all pilots of that category across all bases, the Company will ensure that the hours are balanced in accordance with the following provisions:
  - (1) the Company will ensure that the average actual divisor for pilots of a particular base and category are balanced at least once each six (6) bid periods;
  - (2) the Company will correct any imbalance in the average actual divisor for pilots of a particular base and category every three (3) bid periods (e.g. any imbalance between the actual divisor between bases for the quarter January to March will be corrected in the quarter April to June);
  - (3) the Company will ensure that the maximum discrepancy between the actual divisor for pilots of a particular base and category and the average actual divisor for all pilots of that category does not exceed fifteen (15) hours as at 30 June and 30 December each calendar year; and
  - (4) the Company will perform the balancing of pilot hours before the allocation of rosters.
- (c) Calculating the planned divisor:
  - (1) When calculating the number of pilots available within a base for the purpose of calculating the planned divisor, the following are excluded from the calculation:
    - (A) pilots on annual or long service leave for the whole of the bid period;
    - (B) pilots on long term personal leave for the whole of the bid period;
    - (C) pilots on leave without pay for the whole of the bid period; and
    - (D) pilots on leave of absence for the whole of the bid period.

RM20.3 Pilots who have been awarded golden annual leave days in a bid period are not excluded from the calculation of the number of pilots available within a base for the purpose of calculating the planned divisor.

RM20.4 Where a pilot is unavailable for part of the bid period the pilot's availability will be determined by dividing the number of days that he or she is available by the number of days within the bid period. The resulting number will be added to the number of available pilots.

RM20.5 Where a pilot is approved by the Company to operate less than a full roster the pilot's availability will be determined by dividing the number of hours allocated to the pilot in question by the planning divisor for pilots of a similar category. The resulting number will be added to the number of available pilots.

RM20.6 After completing the summation of all available pilots of a particular category and base, the resultant number will be rounded to the nearest 0.25 pilot.



RM20.7 Failure to comply:

- (a) The Company will inform the Association of any event that will result in the provisions of this clause not being met.
- (b) When the Association is notified of an event as outlined in this sub-clause, the Association and the Company will meet to discuss the reasons for the Company's inability to comply with this clause and to develop a suitable method to rectify any imbalance in pilot hours.
- (c) The Company will rectify any imbalance in pilot hours as soon as reasonably practicable but, in any event, no later than three (3) bid periods after the notification pursuant to this sub-clause.

## **RM21 Days Off (X days)**

RM21.1 The Company will allocate each pilot ten (10) X days in each bid period.

RM21.2 The Company must not allocate a pilot a single X day on more than two (2) occasions in each bid period unless the pilot requests a single X day or days.

RM21.3 Any single X days will be at least thirty six (36) hours.

RM21.4 Any duty that immediately precedes an X day will be rostered to be completed on or before 22:30 local time the previous day.

RM21.5 Notwithstanding clause RM21.4, a duty period may finish at 23:00 local time prior to an X day on the day of operations, due to disruption.

RM21.6 Any duty immediately following an X day will not commence before 05:00 local time.

RM21.7 Subject to any other clauses contained in this Rostering Manual and the Agreement, a pilot may agree to waive the requirements of sub-clause RM21.3, RM21.4, RM21.5 and RM21.6 of this Rostering Manual.

## **RM22 Pre-allocated X days**

RM22.1 A pilot is entitled to be pre-allocated three (3) X days in any 365 day-period in accordance with this clause or as otherwise agreed between the Parties.

RM22.2 The pre-allocation will not be more than twelve (12) months in advance.

RM22.3 A minimum number of X days (equivalent to 5% of pilots in a category and base with a minimum of 1) will be available to pilots for pre-allocation on any given day. This minimum number may be varied by the SCC.

RM22.4 X days will be pre-allocated based on the time and date of application.

RM22.5 No more than two (2) X days can be pre-allocated to a pilot in any one bid period.

RM22.6 Applications for pre-allocation for a bid period will close the day prior to bids opening for that bid period.

RM22.7 Pre-allocation of X days will not be available during the Christmas Period and Easter Period.

RM22.8 Any pre-allocated X day will be displaced if the X day coincides with the allocation of annual or long service leave.

RM22.9 The number of pre-allocated X days in a bid period must not exceed the days off entitlement set by this Agreement. If the limit is exceeded, then the days that exceed the

limit must be dropped at the pilot's discretion by either the pilot dropping the pre-allocated X day(s) or the pilot dropping sufficient allocated annual leave in that Bid Period.

### **RM23 Infringement of X Days**

- RM23.1 Days Off are normally considered to be inviolate unless the pilot volunteers or is required for duty in accordance with the open time procedures in Part F.
- RM23.2 A pilot may agree to fly on X days, however if a pilot performs a duty on an X day that X day must be replaced within that bid period or within the next available bid period, as agreed between the pilot and the Company.
- RM23.3 A pilot who volunteers to work on an X-day by placing their name in the open time book (or its equivalent) and is awarded a duty from open time will, subject to regulatory requirements, not be entitled to a substitute X day.
- RM23.4 X days rostered as at the publication of a pilot's roster will remain days free from duty except during severe disruption and only as a last resort in accordance with Part F of this Rostering Manual.
- RM23.5 If an X day is infringed or disrupted, the X day will become an AV day and the pilot must be allocated another X day in the current bid period or subsequent bid period in accordance with RM24.

### **RM24 Replacement X Days**

- RM24.1 Subject to RM24.3, a replacement X day shall be allocated within the current bid period in accordance with RM24.4.
- RM24.2 Where a replacement X day is required because a pilot's X day is disrupted or infringed, the replacement X day must not be provided on a subsequent day where the pilot is rostered to perform a duty.
- RM24.3 Where it is not possible to allocate a replacement X day in accordance with RM24.4, a replacement X day shall be allocated in the subsequent bid period in accordance with RM24.5 or RM24.6.
- RM24.4 A replacement X day will be allocated within the current bid period on:
- (a) an AV day agreed to between the pilot and the Company;
  - (b) a reserve day agreed to between the pilot and the Company; or
  - (c) where agreement cannot be reached on a suitable AV or reserve day, the replacement X day shall be placed on the first available AV or reserve day within the current bid period. A replacement X day may only be placed on the first available reserve day where the full reserve complement is in place for the pilot's base and category for that day.
- RM24.5 Where it is not possible to allocate a replacement X day in accordance with RM24.4 and the pilot has a published roster for the subsequent bid period, the replacement X day shall be allocated on:
- (a) an AV day agreed to between the pilot and the Company in the subsequent bid period;
  - (b) a reserve day agreed to between the pilot and the Company in the subsequent bid period; or
  - (c) where agreement cannot be reached on a suitable AV or reserve day, the replacement X day shall be placed on the first available AV or reserve day within the subsequent bid period. A replacement X day may only be placed on the first available reserve day where the full reserve complement is in place for

the pilot's base and category for that day except where the pilot has no AV days rostered in that bid period.

RM24.6 Where it is not possible to allocate a replacement X day in accordance with RM24.4 and the pilot does not have a published roster for the subsequent bid period, the pilot shall nominate a day in the subsequent bid period upon which the replacement X day shall be allocated. The day nominated under this clause shall not be within the Easter Period or Christmas Period.

## **RM25 Blank days and Available days**

RM25.1 In each twenty eight (28) day bid period a pilot will be rostered:

- (a) one (1) BL day where Planning Divisor is at or below sixty five (65) hours; or
- (b) two (2) BL days where Planning Divisor is at or below sixty two (62) hours

RM25.2 Where a pilot is rostered to perform a duty in excess of 13 hours that has been planned in accordance with RM6.3, a BL day shall be rostered on the day after that duty. An entitlement to a BL under this clause RM25.2 shall be in addition to any BL day(s) rostered under RM25.1.

RM25.3 BL days will be pro-rated where a pilot has a period of approved leave in accordance with the table at Appendix D.

RM25.4 All days free of duty not designated as X days or BL days will be designated AV days.

## **RM26 CB Days**

RM26.1 The Company may allocate up to two (2) CB days for each pilot every calendar year. CB days are for the purpose provided in the definition in clause 7 of the Agreement.

RM26.2 Pilots will not be paid for CB days.

RM26.3 If required, the Company will provide return air travel from the pilot's base in accordance with normal Company policy.

RM26.4 CB days are to be considered duty for Rostering Manual limits and pilot flight and duty limit purposes.

## **RM27 Ground Training**

RM27.1 Two (2) tours of duty that include at least one simulator duty cannot be rostered within a single twenty-four (24) hour period (calculated from midnight to midnight).

RM27.2 On the day immediately preceding the commencement of a simulator duty, a pilot must sign-off from any rostered flying duty at, or before, 20:00 hours.

RM27.3 A pilot must have a minimum of twelve (12) hours rest before he or she signs-on for a simulator duty or any deadheading associated with a simulator duty.

## **RM28 Pattern repair for flight duty between bases**

RM28.1 The Company may remove a pilot from a single (1) deadhead sector and a single (1) operating sector in order to effect pattern repair where:

- (a) a pilot is rostered to perform a two (2) sector flight duty departing from the pilot's base (no other ports can be involved) and returning to the port of departure on the same calendar day;
- (b) one of the pilot's operating sectors is changed to a deadhead sector; and

- (c) another pilot is rostered to deadhead over the relevant sector on the same calendar day and is able to perform the operating sector without infringing his or her Rostering Manual limits or the pilot flight and duty limits.

## **RM29 Disruption of multi-day Pattern or tour of duty because of illness or cancellation**

RM29.1 Where a pilot is rostered to perform a multi-day pattern or tour of duty and the pilot:

- (a) was unfit to operate part of that pattern or tour of duty because of personal illness or injury and contacts the Company to advise it that he or she is fit for duty (in accordance with the Agreement); or
- (b) has that duty, tour of duty or pattern cancelled,  
the Company may:
  - (c) allocate an alternative duty to the pilot; or
  - (d) subject to clause RM45, roster the pilot for Reserve duty for the first day of those remaining from the original pattern or tour of duty in which case all subsequent days from the original pattern or tour of duty will be AV days.

## **RM30 Re-routing**

If the Company intends to re-route it must do so in a manner that causes the least disruption to the smallest number of pilots.

## **RM31 Pattern or tour of duty trading**

Pilots may, if approved by the Company, trade or swap tours of duty or patterns and the Company will facilitate any approved trades or swaps.

## **RM32 Pilot's inability to fly due to illness, duty limits or other reason**

When a pilot cannot fly a particular pattern or tour of duty due to illness, duty limits, or any other reason, the Company will only reassign the affected pilot.

## **RM33 Company not to contact pilots at unreasonable hours**

The Company will make every effort not to contact pilots between the hours of 22:00 and 05:00.

## **RM34 Notification of roster changes**

RM34.1 The Company will, if requested to do so by the pilot, notify a pilot's nominated contact of any roster change that affects the duration of the sector, pattern or tour of duty being flown.

RM34.2 When a pilot contacts the Company in accordance with RM14.1, the Company may notify and the pilot must accept changes to his or her roster that have been made in accordance with this Agreement except that, sign-on for the current duty will commence no later than the last notified and accepted sign-on time prior to contacting the Company regardless of any changes.

RM34.3 Where a pilot's roster has been changed in accordance with this Agreement, the Company may contact the operating pilot in flight to advise them to 'contact crewing on arrival':

- (a) on any operating sector where the roster change relates to the current (on the day) duty, and

- (b) if a pilot is assignable under Priority 1B, on the final operating sector of a pattern where the roster change relates to a pattern other than the pilot's current pattern.

Any contact by the Company under this clause may only be made in flight if it is included in the normal arrival information contact period that occurs prior to descent and can be made via ACARS, VHF radio or other electronic means as agreed between the Company and the Association.

RM34.4 For the avoidance of doubt, a pilot's roster must have been changed in accordance with this Agreement prior to the Company contacting a pilot in flight. RM34.3 shall not be used by the Company as a means to seek volunteers for un-crewed patterns.

RM34.5 When responding to an obligation to 'contact crewing on arrival' above, a pilot may contact the Company via webCIS or telephone or any other method as agreed between the Company and the Association.

### **RM35 Special consideration**

RM35.1 Requests for particular allocations (e.g. days off, training patterns, etc.) by pilots during roster construction must be submitted, in writing, to the Base Manager (or his/her delegate) of the relevant aircraft type at least one bid period before the commencement of the bid period concerned.

RM35.2 Where a pilot wishes to be allocated a particular pattern he or she must apply to the Company in writing.

RM35.3 All requests for particular allocations will be provided to, and co-ordinated with, the Association if requested by the Association.

### **RM36 Duty immediately before or after annual leave**

The company will not roster a pilot to perform duty which would extend beyond 20:00 hours on the day before commencement of annual leave or to commence duty before 08:00 hours on the day following completion of such annual leave unless the particular duty reflects the pilot's bid.

## Part D: Bidding

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### **RM37 Bidding seniority**

- RM37.1 Bidding seniority will be determined by the bid period rotation of the PSN. Pilots will be divided into fifteen (15) groups of approximately equal size. At the end of each bid period, the top group on the PSN will rotate to the bottom of the PSN for the following bid period and all other groups will move up by one.
- RM37.2 When the top group rotates to the bottom, all pilots within that group will rotate such that the pilot holding the top position in the group moves to the bottom position in the group and all others move up by one.
- RM37.3 When a pilot is cleared to the line or has a permanent base transfer, the pilot will be placed at the bottom of the group with the fewest pilots. Where more than one (1) group meets this definition, the pilot will be placed in the lower group at the time of placement.
- RM37.4 When a pilot permanently leaves a base, his or her position is vacated and all other pilots below them in that block move up by one (1). Should this leave a block empty, that empty block will continue to rotate.
- RM37.5 A pilot who is involved in a base swap with another pilot will adopt the position of the pilot that he or she swapped with on the PSN at the relevant base.
- RM37.6 Pilots who are on temporary transfer to another base for a complete bid period will be placed at the bottom of the PSN. The pilot will resume his or her position in the same block on return to his or her base.
- RM37.7 Should it be deemed necessary; the groups may be re-cast by agreement between the Association and the Company.

### **RM38 Bidding timetable**

- RM38.1 The Company will:
- (a) make the twenty eight (28) day bid package available in order to allow bidding by pilots as early as possible but no later than 12:00 on the eighth (8<sup>th</sup>) day of each bid period;
  - (b) close bids by 12:00 on the fourteenth (14<sup>th</sup>) day of each bid period; and
  - (c) publish rosters on the twenty first (21<sup>st</sup>) day of each bid period.
- RM38.2 The Association reserves its rights to insist that rosters are published by 15:00 on the twenty-first (21<sup>st</sup>) day of each bid period.
- RM38.3 The bidding or allocation system to be used by the Company for the building of pilots' rosters must be mutually agreed between the Association and the Company.

## Part E: Reserve Duty

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### **RM39 Aim to reduce unwarranted reserve coverage & improve flexibility**

- RM39.1 The Company acknowledges that the aim of these provisions is to reduce unwarranted reserve coverage and that, by agreeing to the following procedures, the Association is adopting a co-operative approach rather than pursue a claim for payment for pilots who stand-by on reserve.
- RM39.2 Both parties seek to improve the administrative and operational flexibility of the Reserve duty system and to simplify the process of allocating Reserve duty.

### **RM40 Company may require a pilot to carry out reserve duty**

- RM40.1 Subject to the provisions of the Agreement and the Rostering Manual the Company may require a pilot to carry out reserve duty at the pilot's base/temporary transfer base.
- RM40.2 Notwithstanding clause RM40.1 a pilot who is at a geographic location other than his or her base for other than duty purposes may, by mutual agreement with the Company, carry out reserve duty at that location.

### **RM41 Period of reserve duty**

- RM41.1 The Company may roster a pilot for a period of reserve duty not exceeding twelve (12) consecutive hours.

### **RM42 Pilot to remain available until the end of reserve duty**

A pilot who is required to perform reserve duty must remain available until the completion of the specified twelve (12) hour period of reserve duty or until instructed otherwise by the Company.

### **RM43 Sign-on for reserve duty**

A pilot called out for reserve duty must sign-on at the airport as soon as possible but no later than one hundred and twenty (120) minutes after being contacted by the Company.

### **RM44 Pay for Reserve duty**

- RM44.1 If the Company contacts a pilot who is on Reserve duty and requires that pilot to perform a flight or simulator duty that pilot will be paid the following:
- (a) with respect to single day patterns or tours of duty, four (4) hours pay or the actual scheduled block time worked for that duty period, whichever is greater; and
  - (b) with respect to multi-day patterns or tours of duty, four (4) hours pay or the actual scheduled block time worked for the first day (whichever is greater), and actual scheduled block time for each subsequent day.

### **RM45 Agreed daily reserve coverage for bases**

- RM45.1 The reserve ratio will be up to 1:18, calculated based on the total number of line pilots across all the B737 bases including pilots on leave but excluding pilots on leave without pay.

- RM45.2 The Company undertakes to allocate reserve coverage in each base and category in an equitable manner.
- RM45.3 For calculations that are not complete numbers .5 and below will be rounded down, above 0.5 will be rounded up.
- RM45.4 At the time of initial roster release, the Company will not roster a pilot for more than three (3) reserve days in any bid period. Nothing in this sub-clause prevents a pilot being awarded additional reserve duties (i.e. more than three) that may arise from open time, provided that acceptance of such bids are at the discretion of the Company.
- RM45.5 The Company must not roster or hold on reserve a number of pilots exceeding the 1:18 ratio without consultation with the Association.

#### **RM46 Requests to be released from reserve duty or to vary or swap the reserve duty**

A pilot may request that the Company release the pilot from reserve duty or that pilot may vary or swap the reserve duty with other pilots.

#### **RM47 Order of priority for allocating reserve duty**

- RM47.1 The Company will allocate flight duty to pilots on reserve duty in accordance with this clause RM47.
- RM47.2 A pilot who is placed on a reserve duty will (on the day of the reserve duty) be given priority in the allocation of open time. Where two (2) or more pilots have a similar reserve duty status on reserve duty coverage, the following will apply:
- (a) the Company will, before the commencement of each bid period, produce a record of each pilot's cumulative annual flight duty hours based on the thirteen (13) bid periods immediately preceding the current bid period;
  - (b) the pilot with the lowest annual hours will be used first, followed by the pilot with the next lowest hours; and
  - (c) where two (2) pilots have the same annual hours, the priority will be decided in favour of the most senior pilot in accordance with the PSN.
- RM47.3 Pilots can request to be called first or last for reserve duty.
- RM47.4 If pilots prefer not to have their flight duty allocated in the order set out in this clause RM47 they may request that the Company contact them first or last, and the Company will use its best endeavours to accommodate the request.
- RM47.5 Volunteering for reserve duty
- (a) Subject to clause RM45 a pilot may volunteer to have an additional reserve duty placed on his or her Roster by contacting the Company. The Company will not allocate a reserve duty to a pilot who has already been allocated another duty for that particular day.
  - (b) When contacted by the Company, a pilot cannot convert that contact into an opportunity to volunteer for reserve duty.
  - (c) The Company cannot assign a duty to a pilot who contacts it for the purposes of volunteering for reserve duty.



**RM48 Consultation on level of reserve duty coverage**

- RM48.1 The Company will consult with the Association on the level of reserve duty coverage. These consultations will take place at least once every six (6) bid periods unless agreed otherwise by both parties.
- RM48.2 This sub-section will be subject to change after the implementation of a computerised line/bid construction system to include the ability to bid for pre-constructed Reserve duty patterns.

**RM49 Reserve duty only to be rostered at a base**

The Company will only roster a pilot to do a reserve duty at the pilot's base or temporary transfer base, unless otherwise agreed (subject to clause RM40.2 and RM45) between the Company and the pilot concerned.

**RM50 Records to be kept**

The Company will keep records of its utilisation of pilots for reserve duty.

**RM51 Review**

The parties will continue to review and modify reserve coverage, but any changes considered desirable or necessary will only be implemented by agreement between the parties.

**RM52 Reserve Rosters****RM52.1 Consultation and construction**

- (a) Before allocating Reserve Rosters to any pilot the Company must meet with the Association and discuss the reasons why Reserve Rosters are necessary.
- (b) The rostering of pilots on Reserve Rosters can only be by mutual agreement with the Association.
- (c) The Company may, with the agreement of the Association, allocate Reserve Rosters to pilots on the conditions set out in this clause RM52.
- (d) A Reserve Roster must contain at least ten (10) X days and BL day(s) in accordance with RM25.
- (e) The number of reserve days on a Reserve Roster must not exceed the average actual divisor divided by four (4).

**RM52.2 Pay for Reserve Rosters**

- (a) Pilots on Reserve Rosters must be paid the actual divisor for the pilot's base and category, or the actual hours flown plus a credit of four (4) hours pay at the pilot's applicable hourly rate for each day of reserve duty placed on a Reserve Roster, whichever is the higher.
- (b) A pilot on a Reserve Roster, who fails to make himself or herself available to stand reserve will, for the purposes of the calculation of his or her pay, have the value of the actual divisor for the pilot's base and category reduced by four (4) hours.
- (c) Reserve days will not be allocated to pilots not allocated a Reserve Roster unless flight duty is lost by the pilot or unless it is crucial for maintaining schedule integrity. Any reserve day placed on the roster of a pilot who has not been allocated a Reserve Roster will attract a four (4) hour credit.

- (d) Pilots not allocated a Reserve Roster who lose flight duty may access additional flight duty through the open time system in accordance with normal open time rules.
- (e) A pilot who is unfit for duty on a reserve day is entitled to normal personal leave entitlements upon production of a medical certificate.

### **RM52.3 Bidding for Reserve**

The Company may introduce the ability for pilots to bid for one (1), two (2) and three (3) day reserve blocks within a bid period using his or her PSN. Any such blocks will be within the number of reserve days established under clause RM45 of this Agreement. A pilot may only be awarded a maximum of three (3) reserve days in any Bid Period during roster construction.

## Part F: Open Time

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### RM53 General

- RM53.1 Any duty that is not contained in a Roster is open time.
- RM53.2 An award of open time to a pilot is final and cannot be relinquished or amended without the approval of the Company.
- RM53.3 After the rosters have been published, any additional administrative, training, unscheduled recency or unscheduled route-check flight duty will, whenever possible, be taken from open time and will have priority over line pilots. If no suitable open time is available, then displacement of line pilots may take place.
- RM53.4 Displacement pursuant to clause RM53.3 will be kept to a minimum, and the Company will make records of such displacement available to the Association. Where the Company must displace a pilot pursuant to RM53.3 for the purposes of accommodating unscheduled recency or unscheduled route-check flight duty the pilot must not be displaced from more than:
- (a) two (2) sectors; and
  - (b) three (3) hours of flight duty.
- RM53.5 Where the Company wishes to maintain a pilot's recency, a pilot may be displaced for one sector, with no subsequent loss of credit for the displaced sector.
- RM53.6 If operational constraints require rescheduling and open time commitments exceed available resources (that is, the total number of pilots on reserve duty and AV days), the Company may award/assign open time up to seven (7) days before tour of duty commencement, in accordance with clause RM58.
- RM53.7 The Company will keep a record (and make that record available to the Association on request) of all transactions involving open time including:
- (a) the award or allocation of open time (or the withdrawal of an award or allocation of open time);
  - (b) the open time list; and
  - (c) the open time book.

### RM54 Short of time pilots

- RM54.1 A pilot who is not on a carer's line or flexi line will be considered short of time when his or her projected hours for a bid period are more than two (2) hours below:
- (a) the hours in his or her initial roster for that bid period, or
  - (b) the planned divisor for his or her category and base for that bid period.
- RM54.2 A pilot on a carer's line will be considered short of time in accordance with clause 44.1.8.
- RM54.3 A flexi-line pilot will be considered short of time when his or her projected hours for a bid period are
- (a) more than one (1) hour in the case of a 50% or MOMO flexi-line, or
  - (b) more than one and a half (1.5) hours in the case of a 75% flexi-line,

below:

- (c) the hours in his or her initial roster for that bid period, or
- (d) the hours of work calculated at 38.6.1 for a 50% or 75% flexi-line pilot or planned divisor for a MOMO flexi-line pilot.

RM54.4 A pilot will not be considered short of time where:

- (a) a pilot is hours restricted because of a projected exceedance of the rostering manual or flight and duty limits; or
- (b) credits have been lost due to an open time pattern drop or trip swap.

RM54.5 At the end of the bid period in which the pilot becomes short of time, if he or she is still considered short of time, the balance of hours (less any minimum guarantee hours top up) will carry over to the subsequent bid period. If that subsequent bid period is a full bid period of leave, the hours will carry over to the next bid period thereafter.

RM54.6 A pilot is no longer considered short of time where:

- (a) In the bid period in which a pilot becomes short of time, the pilot's credited hours are increased above the short of time criteria in RM54.1 or RM54.3; or
- (b) In the bid period subsequent to the one in which a pilot becomes short of time, the pilot's credited hours are such that the balance of hours in RM54.5 has been recovered.

RM54.7 If a pilot is a short of time pilot for the purposes of this Rostering Manual, he or she:

- (a) may select any open time pattern(s); and
- (b) may trade any pattern(s) with any open time pattern(s)

in order to increase his or her credited hours provided that any selection or trade is in concurrence with Company requirements.

RM54.8 A pilot cannot use sub-clause RM54.7 to increase his or her credited hours to more than:

- (a) ten (10) hours in the case of a pilot flying a full line.
  - (b) five (5) hours in the case of a pilot flying a 50% or MOMO flexi-line, or
  - (c) seven and a half (7.5) hours in the case of a pilot flying a 75% flexi-line,
- above his or her initially awarded roster in the bid period in which they became short of time.

## **RM55 Open time list**

RM55.1 The Company will maintain a list of all open time to be called the "open time list".

RM55.2 The Company will, as soon as it becomes aware that a duty is open time, place the details of the open time in the open time list.

RM55.3 The Company will include the following information in the open time list in relation to any entry of open time:

- (a) type of duty;
- (b) type of aircraft;
- (c) date/s of operation;
- (d) pattern routing and pattern number; and
- (e) the number of hours of flight duty in the pattern, tour of duty or sector.

- RM55.4 The Company will provide pilots with access to the open time list (or provide a copy of the open time list if the pilot so requests):
- (a) in person;
  - (b) by email;
  - (c) by telephone;
  - (d) by facsimile; or
  - (e) electronically.
- RM55.5 A pilot may request that the Company provide details of available open time and the Company must advise the pilot (by providing a copy of the open time list if the pilot so requests) of the open time that is in the open time list.

## **RM56 Open time book**

- RM56.1 The Company will maintain a list of pilots who wish to be allocated open time. The list will contain a pilot's name, category and available dates and will be called the "open time book".
- RM56.2 A pilot may submit, or remove, a bid for open time by requesting that the Company place the pilot's name in the open time book or remove the pilot's name from the open time book.
- RM56.3 A pilot may request that the Company allocate that pilot:
- (a) specific open time;
  - (b) a specific type of open time; or
  - (c) open time on a particular date or dates,
- when a pilot places their name in the open time book.
- RM56.4 The Company will ensure that the open time book is available to pilots at all times and that pilots can enter or remove their names from the open time book:
- (a) in person;
  - (b) by email;
  - (c) by telephone; or
  - (d) electronically.

## **RM57 Open time pattern drop**

Procedures for open time pattern drop are included at Appendix B.

## **RM58 Open Time Allocation**

- RM58.1 The Company must allocate open time in accordance with the order of priority set out in the table below:

<b>Priority of Allocation of Open Time</b>	
<p><b>Normal closure</b></p> <p>(Open time will close at 08:00, five (5) days before the day on which the duty commences, with notification commencing at 12:00 on the day of closure (e.g. a duty commencing Thursday may be allocated the previous Saturday).</p> <p>(Trips falling into open time between day 5 and day 3 inclusive to be allocated using the priorities 1 to 7.)</p>	
<b>Order of Priority</b>	Conditions to be met before allocating Open Time
<p><b>Priority 1A</b></p> <p>Awarded or Assigned to a pilot with less than 53 hours 24 minutes projected hours.</p> <p><b>Priority 1B</b></p> <p>Assigned to a pilot who is assignable under this priority in accordance with clause 28.2.</p>	<p>Pilot is assignable, who is not on an X day and does not have an X day infringed by the duty.</p> <p>Allocation is not restricted by seniority.</p> <p>The value of an assignment under this priority may exceed the value of an RDC or RDCO.</p>
<p><b>Priority 2</b></p> <p>Awarded to short of time pilot.</p>	<p>Open time must be awarded.</p> <p>Must increase the pilot's projected hours.</p> <p>When more than one pilot is classified as short of time, open time will be awarded in the order of the lowest time pilot to the highest time pilot measured over the preceding 12 bid periods.</p>
<p><b>Priority 3</b></p> <p>Assigned to a pilot who is coincidentally losing flight time on the same day and is able to fly the open time.</p>	<p>Emphasis will be given to maintaining the pilot's original pattern and to minimise the disruption to other pilots.</p> <p>If more than one pilot is in this priority, open time will be awarded in the order of the lowest time pilot to the highest time pilot measured over the preceding 12 bid periods.</p>
<p><b>Priority 4</b></p> <p>Awarded to a pilot scheduled to fly that day whose duty will accommodate the additional flight time.</p>	<p>If more than one pilot is in this priority, open time will be awarded in the order of the lowest time pilot to the highest time pilot measured.</p>
<p><b>Priority 5 – Base Specific</b></p> <p>Awarded to a pilot NOT on reserve whose name appears in the open time book whether on an AV day, BL day or X day.</p>	<p>If more than one pilot is in this priority, open time will be awarded in the order of the lowest time pilot to the highest time pilot measured over the preceding twelve (12) bid periods.</p>
<p><b>Priority 6</b></p> <p>Awarded to a pilot NOT on reserve, at another base station whose name appears in the open time book.</p>	<p>Company discretion.</p> <p>Must not reduce projected hours if conflict results.</p> <p>If more than one pilot is in this priority, open time will be awarded in the order of the lowest time pilot to the highest time pilot measured over the preceding twelve (12) bid periods.</p>
<p><b>Priority 7</b></p> <p>Assigned in the following order:</p> <ul style="list-style-type: none"> <li>A pilot on an AV day (base specific);</li> <li>A pilot on an AV day (not base specific);</li> <li>A pilot already on flight duty that day;</li> <li>A pilot on a BL day.</li> </ul> <p>Re-routing crews;</p>	
<p><b>Late closure</b></p> <p>(Within two (2) calendar days of the day on which the duty commences (e.g. a duty commencing on Wednesday can be allocated on the preceding Monday).)</p>	
<b>Priorities 1-6 (priority 7 does not apply)</b>	As per normal closure.

<b>Priority of Allocation of Open Time</b>	
<p><b>Priority 8</b></p> <p>Within 2 calendar days of the day on which the duty commences (e.g. a duty commencing on Wednesday can be allocated on the preceding Monday).</p> <p>Allocated in the following order:</p> <ul style="list-style-type: none"> <li>(a) Use of Volunteers (not base specific);</li> <li>(b) Awarded to a pilot on reserve whose name appears in the open time book (see note);</li> <li>(c) Assigned to pilots on AV days (base specific);</li> <li>(d) Assigned to pilots on AV days (not base specific);</li> <li>(e) Assigned to pilots on reserve duty (not base specific);</li> <li>(f) Assigned to pilots on BL days;</li> <li>(g) Re-routing crews;</li> <li>(h) Any available pilot, including pilots on Days off.</li> </ul>	<p>8(b) is Base Specific. If more than one pilot is in this priority, open time will be awarded in the order of the lowest time pilot to the highest time pilot measured over the preceding 12 bid periods.</p> <p>8(e) Pilots on reserve who wish to be reserve volunteers must nominate prior to the day of reserve. Pilots on reserve who are volunteers to fly will be utilised prior to reserve pilots who are not reserve volunteers to fly. If more than one pilot is in either category of reserve pilot, open time will be assigned in the order of the lowest time pilot to the highest time pilot measured over the preceding 12 bid periods.</p>
<p><b>Priority 9</b></p> <p>(On the day of the duty)</p> <p>Allocated in the following order:</p> <ul style="list-style-type: none"> <li>(a) Assigned to pilots on reserve duty (base specific);</li> <li>(b) Assigned to pilots on reserve duty (not base specific);</li> <li>(c) Use of Volunteers (not base specific);</li> <li>(d) Assigned to pilots on AV days (base specific);</li> <li>(e) Assigned to pilots on AV days (not base specific);</li> <li>(f) Assigned to pilots on BL days;</li> <li>(g) Re-routing crews;</li> <li>(h) Assigned to any available pilot including a Pilot on days off,</li> </ul> <p>BUT</p> <p>Within 4 hours of departure may be allocated using the categories of Priority 9, in any order.</p>	<p>On the day of operation pilots on reserve duty must be utilised first.</p> <p>Pilots on reserve who wish to be reserve volunteers must nominate prior to the day of reserve. Pilots on reserve who are volunteers to fly will be utilised prior to reserve pilots who are not reserve volunteers to fly. If more than one pilot is in either category of reserve pilot, open time will be assigned in the order of the lowest time pilot to the highest time pilot measured over the preceding twelve (12) bid periods.</p>

RM58.2 Notwithstanding clause RM58.1, the Company may change the operational status of a pilot who is requested to deadhead on a flight to operating that flight at any time, up to and including the day of operation.

RM58.3 Notwithstanding clause RM58.1, the Company may award or assign open time to a pilot with less than 53 hours and 24 minutes at any time in line with the requirements set out in Priority 1 above.

RM58.4 Notwithstanding clause RM58.1, the Company may award open time to a pilot who is designated short of time, at any time in line with the requirements set out in Priority 2 above.

## Part G: Roster Construction for Training Pilots

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### RM59 Type Rated Examiner

RM59.1 A TRE is entitled to:

- (a) eleven (11) X days each bid period;
- (b) at least one (1) day each bid period being reserved for management duty (an "MD day");
- (c) any other days not planned for duty being designated on the roster as "AV" days;
- (d) the re-payment (by agreement between the Company and the TRE) of any infringed X days regardless of the reason for the infringement. Where possible, the re-payment of any infringed X day(s) will take place within the bid period of the infringement. If the infringed X day(s) is/are not capable of being re-paid within the bid period of infringement, they will be carried over into the immediately ensuing bid period and re-paid as additional X days. Where a TRE has accepted the additional credit under clause 22.1.9(b) there will be no entitlement to the re-payment of that infringed X day.

### RM60 Check and Training Captain (CAT)

RM60.1 A CAT is entitled to:

- (a) Ten (10) X days each bid period; and
- (b) any other days not planned for duty being designated on the roster as "AV" days.

RM60.2 The following duties will be pre-allocated by the Company:

- (a) planned recency flying; and
- (b) training operations as mutually agreed between the CAT, the Company and the Association.

RM60.3 The following duties will be bid for and awarded by the Company prior to general pairing release.

- (a) Stage 1 & 2 line training patterns CATs must comply with all Stage 1 & 2 training requirements when bidding for patterns.
- (b) All checking duties (including final command checks, pre-final command checks, final First Officer checks, route checks and pilot recency);  
  
(Note; Training pairings may sometimes be provided late to Schedule Training by Networks due to last minute changes. When this occurs, bidding for training patterns may not be possible. Requests will still be considered.)
- (c) X days will be bid for and awarded in accordance with rotating Seniority for CATs in each base. The allocation of weekends off will be representational with the approximate ratio of line Captains with weekends off for the applicable base. Due to training requirements, there are no guarantees for weekends off irrespective of a training pilot's position on the rotational seniority list.

### RM61 Allocation of Personal Flying for CATs

RM61.1 During periods where the training requirements do not require full utilization of CATs for training purposes, personal flying can be bid for based upon a rolling seniority of the CATs who are available that bid period;



- RM61.2 Stage 1 & 2 training patterns and personal flying should be representative flying, which may be audited from time to time by the Scheduling Consultative Committee.
- RM61.3 CATs will not be required to stand Reserve duty when there are training duties allocated on their roster.

## **RM62 Type Rated Instructor (TRI)**

- RM62.1 Training duties for TRIs will be pre-allocated by the company.
- RM62.2 A TRI is entitled to the re-payment (by agreement between the Company and the TRI) of any infringed X days regardless of the reason for the infringement. Where possible, the re-payment of any infringed X day(s) will take place within the bid period of the infringement. If the infringed X day(s) is/are not capable of being re-paid within the bid period of infringement, they will be carried over into the immediately ensuing bid period and re-paid as additional X days. Where a TRI has accepted the additional credit under clause 22.4.7(b) there will be no entitlement to the re-payment of that infringed X day.

## **RM63 Allocation of Personal Flying for TREs and TRIs**

- RM63.1 The Company will pre-allocate all checking and training duties and, where possible, requested days off;
- RM63.2 Personal flying requests for the following bid period must be nominated by 10:00 am on the eleventh (11<sup>th</sup>) day of each bid period;
- RM63.3 A minimum of five (5) or six (6) days (i.e. a minimum of eleven (11) days in consecutive bid periods) of personal flying will be selected and allocated for each bid period based upon a rolling seniority of the TREs or TRIs who are available that bid period; and
- RM63.4 Personal flying should be representative flying, which may be audited from time to time by the Scheduling Consultative Committee.

## **RM64 Quarantined Training Patterns**

- RM64.1 The Company and the Association may agree that a number of suitable patterns may be quarantined for the purpose of minimising displacements due to training. These patterns must be flagged in the open time list as not available. When not required for training, these patterns may be allocated in accordance with clause RM58.

## APPENDIX B – OPEN TIME PATTERN DROP PROTOCOL

### 1 Requesting open time pattern drop

A pilot wishing to drop a pattern unpaid should complete an Open Time Pattern Drop form.

The Open Time Pattern Drop form requires the following information:

- (a) Name, base, rank, staff number
- (b) Pattern number and date of operation

Allow AV days (tick box)

(If a request is successful the pattern is normally replaced by X days. However, it may increase the chances of a success if AV days can be allocated instead of X days. This will only happen if considered necessary. Tick this box if you wish to allow AV days.)

Once the Company receives an Open Time Pattern Drop form it will be kept on file (to be processed with normal open time) and will also advertise the pattern on CIS for pilots of the same Base and Category.

### 2 Bidding for pattern drop open time

Pattern drop open time should be bid for in the same way as ordinary open time by pilots entering their name in the open time book. An entry in the open time book will constitute a request for allocation of any open time including pattern drop open time. Pilots may restrict their entry to specific open time if desired.

### 3 Awarding of pattern drop open time

Pattern drop open time will only be awarded subject to resources and the decision to award pattern drop open time remains at the sole discretion of the Company.

During normal closure, pattern drop open time will be awarded in accordance with Priorities 5 and 6 of the open time priority table except that ordinary open time will always be awarded prior to pattern drop open time.

During late closure, pattern drop open time will be awarded in accordance with Priorities 5, 6, 8 (a) of the open time priority table except that ordinary open time will always be awarded prior to pattern drop open time.

If pattern drop open time cannot be awarded in accordance with the above, the pilot requesting the pattern drop will be required to operate the pattern.

A pilot must assume that they will be required to operate the pattern until formally advised by the Company that their request has been successful.

If the request is successful, X days will normally be allocated in place of the dropped pattern. AV days will only be used if necessary to maintain resources at necessary levels. If a pilot is allocated AV days, they may be required to perform duty on those AV days.

### 4 Assigning of pattern drop open time

The Company may assign pattern drop open time at any time for training or recency purposes. However, pattern drop open time will not otherwise be assigned.

### 5 Short of time pilots

Short of time pilots may request but may not necessarily be granted Early Closure of any bid for pattern drop open time.

A pilot who drops flying under this provision will not receive short of time status as a result.

A pilot who drops flying under this provision may not do so below the minimum guarantee of 53 hours 24 minutes per bid period.

**6 Pilot must consider the following points;**

Any patterns dropped will necessarily involve a reduction of the operational coverage. In order to preserve the necessary coverage required, Pilot Scheduling will observe the following rules:

A request to pick up a dropped pattern will not be approved if:

1. The pilot infringes or is close to infringing another trip.
2. The pilot infringes a reserve day or days.
3. All available resources (AV, BL, D/O) will be allocated to normal open time prior to the Open Time trip being considered.

Weekend coverage is normally scarcer than during the week, requests to receive substitute days off during weekends will not be considered subject to CAO 48E (or its replacement) requirements.

- Trips will not normally be split
- All pilots picking up additional patterns must have at least 8 days off per bid period.
- All regulatory conditions will be observed with a small buffer.
- Patterns will be advertised to base and rank of pattern.
- Patterns to be dropped will be as whole, not part.

## APPENDIX C – REFERENCE TO INTEGRATION AWARD

Clause 4.2 of this Agreement calls up certain provisions of the Integration Award that were in operation immediately before the *Qantas Airways Limited Flight Crew (Short Haul) Workplace Agreement 2007* was made.

The Company agrees that the purpose of this clause is to apply the text of the provisions of the Integration Award noted in the clause, regardless of whether those provisions were legally “*in operation*” at the relevant time (hereinafter “*this interpretation*”). The Company agrees to abide by this interpretation on the basis that AIPA will not seek to challenge this interpretation during the operation of this Agreement.

## APPENDIX D – X AND BL DAYS CONTAINED IN LEAVE

The number of days included in leave in accordance with this Agreement shall be pro-rated in accordance with the following table:

X and BL days contained in leave		
Unavailability	X Days	BL Days
1	0	0
2	1	0
3	1	0
4	1	0
5	2	0
6	2	0
7	2	1
8	3	1
9	3	1
10	4	1
11	4	1
12	4	1
13	5	1
14	5	1
15	5	1
16	6	1
17	6	1
18	6	1
19	7	1
20	7	1
21	7	2
22	8	2
23	8	2
24	9	2
25	9	2
26	9	2
27	10	2
28	10	2

## SCHEDULE 1: IMPLEMENTATION SCHEDULE

- Specific clauses in the *Qantas Airways Limited Pilots (Short Haul) Enterprise Agreement 2020 (EBA8)* ("the Agreement") will only come into effect when the necessary supporting systems have been developed and implemented by the Company, (hereafter referred to as Affected Clauses).
- The table below identifies the Affected Clauses and the estimated time the provisions will come into effect (hereafter referred to as Target Implementation Date).
- 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, provide reasons and set a revised Target Implementation Date.

Affected Clauses in EBA8	Description of Affected Clauses	Target Implementation Date	Conditions and/or notes
28.1 28.2 RM34.3 RM58	RDC	BP3381 - 14 September 2020	Should RDC implementation not be complete by this date, the Parties will meet to agree on a manual system to give substantial effect to the intention of this clause, to be implemented by no later than BP3385 – 12 October 2020.
28.7 28.9 40	Personal Leave and URTI	BP3411 – 1 March 2021	Subject to the transitional arrangements below, the personal leave and sick leave provisions of the Qantas Airways Limited Pilots (Short Haul) Enterprise Agreement 2014 (EBA7) will continue to apply until the implementation of personal leave changes.  Subject to the transitional arrangements below, the URTI provisions of EBA7 will continue to apply until the implementation of URTI leave changes.

### Personal and sick leave transitional arrangements

#### 1. Creation of personal leave banks

Effective from the date of approval of this Agreement, the Company will create two (2) personal leave banks; PL-NEW and PL-OLD.

##### PL-NEW

The PL-NEW leave bank will be created on the following basis:

*114 hours X (number of days from approval of this EA to next Anniversary Date/365).*

##### PL-OLD

The PL-OLD leave bank will be created on the following basis:

*Total personal leave accrual minus (76 hours X (number of days from approval of this EA to next Anniversary Date/365)).*

Note: The Company and the Association agree to split personal leave under LHEA into two (2) separate banks on the same day for the purpose of conversions.

## **2. Between approval of this Agreement and implementation**

- 2.1 Where a pilot's Anniversary Date is between the date of Approval of this Agreement and implementation, the pilot will be credited with 114 hours of personal leave into their PL-NEW bank on their Anniversary Date.
- 2.2 All debits of personal leave will occur using PL-NEW first, followed by PL-OLD.
- 2.3 The following conversions will occur where a pilot moves hauls between the date of approval of this Agreement and implementation:

### **2.3.1 Short Haul Operations to Long Haul Operations**

A short haul pilot moving to long haul operations will have their accrued personal leave and sick leave converted on the following basis:

- a. Each 114 hours of PL-NEW will convert to 21 days of personal leave under the LHEA;
- b. Each 76 hours of PL-OLD will convert to 21 days of personal leave under the LHEA; and
- c. Each 15 days of sick leave will convert to 21 days of personal leave under the LHEA.

### **2.3.2 Long Haul Operations to Short Haul Operations**

A long haul pilot moving to short haul operations will have their accrued personal leave converted on the following basis:

- a. Each 21 days of personal leave (New) will convert to 114 hours of PL-NEW; and
- b. Each 21 days of personal leave (Old) will convert to 76 hours of PL-OLD / or Sick Leave as per current process.

## **3. On the date of implementation**

On the date of implementation, all sick leave and personal leave will be converted to days as per the provisions of this Agreement:

- a. Each 114 hours of PL-NEW will convert to 15 days;
- b. Each 76 hours of PL-OLD will convert to 10 days; and
- c. Each 15 days of sick leave will convert to 10 days of PL-OLD.

## **4. URTI transitional arrangements**

### **4.1 Effective from the date of approval of this Agreement**

Effective from the day of approval, all pilot's URTI balances will be rounded up to nearest multiple of seven, and each day of URTI leave subsequently taken will be deducted at seven hours and the pilot will be paid the credits for the day, until the implementation of URTI changes.

### **4.2 On the date of implementation**

On the date of implementation, all URTI leave will be converted to days per the provisions of this Agreement. Each 28 hours of URTI accrued as per EBA7 will convert to 4 days of URTI under this Agreement (EBA8), with all part days rounded up.



## SCHEDULE 2: ROSTER DISRUPTION CREDIT EXAMPLES

### Definitions for the purpose of Schedule 2 only

<b>PLAN</b>	Projected hours (not including passive credits) at roster publication (patterns, leave, active training etc)
<b>PROJ</b>	Sum of active credits as varied during the BP
<b>TRIGGER</b>	The trigger point where RDC will apply if projected hours reduce below it
<b>RDC</b>	Roster Disruption Credits applicable in the current BP
<b>RDCO</b>	Roster Disruption Credit carried over from the previous BP
<b>CX / DROP</b>	Trip cancelled / Trip dropped by pilot

#### Example 1 – 4 hour trip CX:

	ROSTER PUB	CX -4
<b>PLAN</b>	70:00	70:00
<b>PROJ</b>	70:00	66:00
<b>TRIGGER</b>	66:00	66:00
<b>RDC</b>	00:00	00:00
<b>RDCO</b>		
4 hour trip cancelled, no RDC		

#### Example 2 – 6 hour trip CX:

	ROSTER PUB	CX -6
<b>PLAN</b>	70:00	70:00
<b>PROJ</b>	70:00	64:00
<b>TRIGGER</b>	66:00	66:00
<b>RDC</b>	00:00	02:00
<b>RDCO</b>		
6 hour trip cancelled; projected hours drop to 64 2 hours of RDC applies Assignable under Priority 1B		

#### Example 3 – 6 hour trip CX, but pilot drops RDC and Priority 1B assignability

	ROSTER PUB	CX -6
<b>PLAN</b>	70:00	70:00
<b>PROJ</b>	70:00	64:00
<b>TRIGGER</b>	66:00	64:00
<b>RDC</b>	00:00	00:00
<b>RDCO</b>		
6 hour trip cancelled, pilot <b>drops</b> RDC Projected hours drop by 6 hours to 64 Trigger or RDC reduced by 2 to 64		

#### Example 4 – Pilot drops 6 hour trip

	ROSTER PUB	Drop -6
<b>PLAN</b>	70:00	70:00
<b>PROJ</b>	70:00	64:00
<b>TRIGGER</b>	66:00	60:00
<b>RDC</b>	00:00	00:00
<b>RDCO</b>		
6 hour trip <b>dropped by pilot</b> Projected drops by 6 to 64 RDC Trigger falls by 6 hours		

#### Example 5 – 6 hour and then 4 hour trip CX

	ROSTER PUB	CX -6	CX -4
<b>PLAN</b>	70:00	70:00	70:00
<b>PROJ</b>	70:00	64:00	60:00
<b>TRIGGER</b>	66:00	66:00	66:00
<b>RDC</b>	00:00	02:00	06:00
<b>RDCO</b>			
6 and then 4 hour trip cancelled Pilot initially eligible for 2 hours, then increased to 6 hours of RDC Pilot assignable under Priority 1B			

#### Example 6 – Pilot has 6 hours RDCO and is assignable in 2<sup>nd</sup> BP

	ROSTER PUB	Award +4	Assign +6
<b>PLAN</b>	72:00	72:00	72:00
<b>PROJ</b>	72:00	72:00	76:00
<b>TRIGGER</b>	68:00	68:00	68:00
<b>RDC</b>	00:00	00:00	00:00
<b>RDCO</b>	06:00	02:00	00:00
BP begins with 6 hours of RDCO Awarded 4 hour trip; RDCO reduced by 4 Assigned further 6 hour trip; RDCO reduced to zero, and projected hours increased by 4			

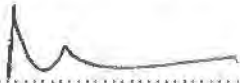
**Example 7 – 6 hour and then 4 hour trip CX and pilot waives RDC for 4 hour trip**

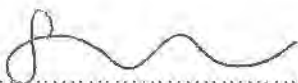
	ROSTER	CX	CX
	PUB	-6	-4
<b>PLAN</b>	70:00	70:00	70:00
<b>PROJ</b>	70:00	64:00	60:00
<b>TRIGGER</b>	66:00	66:00	62:00
<b>RDC</b>	00:00	02:00	02:00
<b>RDCO</b>	00:00	00:00	00:00
CX 6 hour trip, 2 hours RDC			
CX 4 hour trip, pilot elects to waive RDC			
Trigger reduced by 4 hours, pilot remains assignable			

**EXECUTED AS AN INDUSTRIAL AGREEMENT**

DATED this 4th day of February 2020

SIGNED for and on behalf of  
**Qantas Airways Limited**

  
.....  
Signature of representative

  
.....  
Signature of representative

ALEX SCAMPS  
.....  
Name of representative (print)

SONIA MILLEN  
.....  
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.....  
Office of representative

EXECUTIVE MANAGER, INDUSTRIAL RELATIONS  
.....  
Office of representative

SIGNED for and on behalf of the  
**Australian and International Pilots Association**

  
.....  
Signature of representative

  
.....  
Signature of representative

MARK KNIGHT  
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Name of representative (print)

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