PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. TITLE

This Agreement shall be known as the Sunstate Airlines (QLD) Pty Limited Pilots Enterprise Agreement 2005.

2. ARRANGEMENT

Part 1 - Application and operation of the agreement

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3. PARTIES BOUND

3.1. This Agreement is binding on:

(a) Sunstate Airlines (QLD) Pty Limited (ABN 82 009 734 703) (the “Company” or the “employer”) of Brisbane Airport, Hamilton Central, Queensland 4007; and

(b) the Australian Federation of Air Pilots (the “AFAP” or the “Federation”) of 6th Floor, 132-136 Albert Road, South Melbourne Victoria 3205 and its members; and

(c) persons eligible to be members, whether members of the AFAP or not, employed as operating crew members of aircraft operated by the Company.

4. ANTI-DISCRIMINATION

4.1. The parties bound by this Agreement intend to achieve the principal object in s.3(j) 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, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

4.2. Accordingly, in fulfilling their obligations under clause 11 - Procedures for the avoidance of industrial disputes, the parties to this Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

4.3. Nothing in this clause is taken to effect:

4.3.1. any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

4.3.2. junior rates of pay;

4.3.3. an employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

4.3.4. the exemptions in s170CK(3) and (4) of the Act.

5. DEFINITIONS

5.1. Accommodation of an appropriate standard means accommodation which is of a standard agreed between the Company and a majority of pilots:

5.1.1. is quiet and free from factors which may reduce adequate rest;

5.1.2. provides a separate room for each pilot; and
5.1.3. provides air conditioning and/or heating as appropriate to the area.

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

5.3. **Award** means the Regional Airlines Pilots Award 2003 (AW829753); as varied form time to time;

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

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

5.6. **Check captain** means a line pilot who is approved by the Civil Aviation Safety Authority under CAO 214 and is appointed by the employer to carry out duties under that approval.

5.7. **Chief pilot** means the pilot appointed by the employer and who is approved by the Civil Aviation Safety Authority to perform the duties and responsibilities of the chief pilot.

5.8. **The Commission** means the Australian Industrial Relations Commission or its successor.

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

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

5.10.1. positioning for a tour of duty; or

5.10.2. returning to home base after a tour of duty; or

5.10.3. returning to a base of temporary transfer after a tour of duty.

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

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

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

5.13. **Equipment assignment** means a pilot’s equipment status in a base.

5.14. **Flight time** means time on duty as a crew member in an aircraft and is calculated from chock to chock.

5.15. **Home base** means the base at which a pilot from time to time is permanently domiciled.
5.16. **Layover** means the continuous period of time in excess of nine hours in every twenty four hour period that a pilot spends free of duty between consecutive duty periods at a port other than his or her home base or base of temporary transfer.

5.17. **Non Flying Duty** shall include but not be limited to Emergency Procedure Course, CRM Dangerous Goods Course, Security Training, Customer Service Course and Engineering Ground schools.

5.18. **Reserve** means a nominated period during which the pilot must be contactable and available for duty.

5.19. **Senior base captain** means a pilot who is designated by his or her employer as a senior captain in a base.

5.20. **Sign off time** means the time an operating pilot completes all duties associated with a tour of duty.

5.20.1. Unless otherwise agreed to between the parties, sign-off time must be fifteen minutes after the actual arrival where flight duty is involved, provided that in respect of the last flight of an aircraft on any day to a capital city primary airport, the period of fifteen minutes may be extended to thirty minutes where a repositioning of the aircraft by that pilot is involved.

5.21. **Sign-on time** means the actual sign-on time for duty by an operating pilot where flight duty is involved.

5.21.1. Sign-on time must be at least 45 minutes prior to the scheduled departure of the flight, provided that sign-on time may be extended to 60 minutes in respect of the first flight of an aircraft on any day from a capital city primary airport.

5.21.2. Where domestic deadhead travel is involved, sign-on time must be 45 minutes prior to scheduled departure of the flight.

5.22. **Support Pilot** means a pilot in the simulator who is not engaged in his/her own cyclic check.

5.23. **Tour of duty** means the elapsed period between sign-on time and sign-off time.

5.24. **Training captain** means a captain other than a check captain who is appointed to perform route endorsement and/or training duties.

5.25. **Year of service** means the period of employment from the date of commencement of employment to each anniversary of such date.

6. **DATE AND PERIOD OF OPERATION**

6.1. This Agreement shall operate from the date of certification and shall remain in force until 30 June 2008. The parties commit that negotiations for a replacement agreement will commence no later than 15 March 2008.

7. **PREVIOUS ENTERPRISE AGREEMENT**
7.1. This Agreement completely supersedes and replaces the Sunstate Airlines (Qld) Pty Limited Pilots' Enterprise Agreement 2002 (AG822631).

8. RELATIONSHIP TO AWARD

8.1. This Agreement is a comprehensive agreement and replaces all other awards, orders of industrial commissions or industrial and workplace agreements that would otherwise apply to pilots save that it does not exclude State laws dealing with occupational health and safety and workers' compensation.

9. ACCESS TO RECORDS

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

10. NEW EQUIPMENT

10.1. When new types of aircraft or variants of existing types are to be introduced, conferences may be requested to enable the parties to consider and establish the terms and conditions applicable. Such requests may be made up to 3 months prior to the introduction of the anticipated commencement of operations and shall be aimed at formulating salaries and any special conditions prior to commencement of operations.
PART 2 - DISPUTE RESOLUTION

11. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

11.1. In the event of a dispute arising in the workplace, the procedure to resolve the matter will be as follows:

   (a) The pilot and the appropriate Company representative meeting and conferring on the matter.

   (b) If the matter is not resolved at this meeting, the parties must arrange for further discussions between the pilot and his or her nominated representative, if any, and more senior levels of management.

11.2. If the matter is still not resolved, the matter must be discussed as follows:

   (a) Between the representative of the Company and the Federation or other pilot representative.

   (b) If the matter is not resolved it must be discussed between the representatives of the Company and the Federal body of the Federation, if appropriate, or other pilot representative.

   (c) If the matter cannot be resolved it may be referred to the Commission for mediation. If mediation is unsuccessful, and provided this dispute settlement procedure has been followed, the Commission may utilise its powers under the Act to determine a matter in dispute under this clause.

11.3. While the parties attempt to resolve the matter work must continue as directed unless a pilot has a reasonable concern about imminent risk to safety or health. In this case, a pilot must not unreasonably fail to comply with a direction of the Company to perform other available work, whether at the same or another workplace that was safe and appropriate for the pilot to perform.

12. PILOTS REPRESENTATION

12.1. A pilot has the right to be represented in any employment matter and to choose the representative. The pilots may be represented by the AFAP.
PART 3 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

13. PILOT DUTIES

13.1. Pilot duties - general

13.1.1. Pilots must undertake duties in any part of the world where their employer may from time to time be operating.

13.1.2. A pilot must not fly an aircraft other than in the course of his or her employment unless the employer consents in writing.

13.1.3. Pilots must undertake the following duties:

(a). operational duties associated with the preparation for and conduct of a flight, including reasonable assistance with normal fuelling and handling of passenger baggage and cargo;

(b). complete all statutory and employer documentation associated with a flight;

(c). for aircraft not required to carry a cabin attendant, maintain cabin tidiness consistent with passenger comfort, for aircraft with a cabin attendant a pilot must not be required to serve as a cabin attendant; and

(d). supervise the loading and unloading of the aircraft.

13.1.4. The provisions of this agreement must not be construed by an employer in such a manner as to force a pilot to undertake duties not directly associated with pilotage.

13.1.5. A pilot must not be required to serve as a cabin attendant.

13.2. Duty and flight time records

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

13.3. Orders to Pilots

13.3.1. Orders and instructions to pilots shall normally be given or confirmed in writing. If a pilot requests, a verbal instruction shall be confirmed writing to the pilot no later than 96 hours after the verbal instructions are given.

13.3.2. When the pilot elects to operate under a CAO dispensation such dispensation shall be confirmed in writing to the pilot.

13.3.3. An application for concession/dispanacement from CAO 48 after approval from the pilot concerned shall be made by the Chief Pilot and/or his Deputy on behalf of the Company and the effected pilot. If concession/dispanacement is obtained a copy of the approval shall be provided to the pilot on request.
14. PILOT INDEMNITY

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

(a) the loss of or any damage to any property of any person (whether or not the person making the claim):

(b) the death of or any injury to any person (whether or not the person making the claim); caused or contributed to by any act or omission of the pilot while engaged in the performance of the duties of the pilot's employment.

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

(a) the loss of or any damage to any property of the Company; or

(b) any claim made or proceedings brought against the pilot or the Company of the kind described in clause 14.1;

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.

14.3. The releases and indemnity given by the Company to each pilot under clauses 14.1 and 14.2 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.

14.4. The benefit of the releases and indemnity given by the Company to each pilot under clauses 14.1 and 14.2 extends to the legal personal representative of the pilot and each beneficiary of the pilot's estate.

15. QUALIFICATION RENEWAL ON TERMINATION

15.1. When a pilot's employment is terminated by the Company the following shall occur:

(a) the pilot shall be requalified to the level originally required by the Company;

(b) where this is problematic the pilot shall be paid an allowance of up to $1500 to enable the pilot to be qualified to apply for employment at a level appropriate to the qualifications held upon initial employment.

15.2. The above shall occur no later than thirty one days after termination.
15.3. In the case of redundancy the Company shall have the pilot as current as practicable at the time of the pilot's last day of operation.

16. TYPES OF EMPLOYMENT

16.1. General

16.1.1. Pilots employed under this agreement will be employed in any of the following categories:

16.1.2. full-time; or

16.1.3. part-time; or

16.1.4. casual.

16.2. Casual employment

16.2.1. A casual pilot will be paid per flying hour at the rate of \( \frac{1}{800\text{th}} \) of the annual salary prescribed for the class of work performed (including additions to salary).

16.2.2. A casual pilot will be paid in addition to the amount in 16.2.1 an amount of 25% for each hour.

16.2.3. Casual pilots must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

16.2.4. On each occasion a casual pilot is required to attend work the pilot is entitled to minimum payment as follows:

(a). for a tour of duty or stand by away from the airport up to four hours, a minimum of two hours pay; and

(b). a tour of duty or stand by away from the airport exceeding four hours, a minimum of four hours pay.

16.2.5. For the purposes of calculation payment is to be calculated for each flying hour or part thereof.

16.3. Part-time pilots

16.3.1. Part-time pilot employment shall be on a pro-rata basis in accordance with the Letter of Agreement between the parties.

16.4. Probationary employment

16.4.1. The employer may initially engage a pilot for a period of probationary employment for the purpose of determining the pilot’s suitability for ongoing employment. The pilot must be advised in writing in advance that the employment is probationary and the duration of the probation period which can up to four months.
16.4.2. The employment of a probationary pilot may be terminated by the giving of one week’s written notice by either the pilot or the employer, or by the payment or forfeiture of one week’s salary in lieu of notice as the case may be.

17. STAND DOWN AND SUPERVISION

17.1. Stand down provisions generally

17.1.1. The employer may deduct payment for any day a pilot cannot be usefully employed because of a strike, stoppage of work or through any cause for which the employer cannot reasonably be held responsible.

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

17.2. Stand down during investigation into accident or incident

17.2.1. The employer may suspend a pilot on full pay for up to 28 days if the employer or the Civil Aviation Safety Authority proposes to not permit a pilot to continue flying pending an investigation into an accident or incident involving the pilot.

17.2.2. The pilot is not entitled to payment for the period of the stand down if, as a result of an investigation, the pilot is subsequently found guilty by the Civil Aviation Safety Authority of an offence under the CAOs. In that event, the employer is entitled to recover any such moneys paid to the pilot from any payments due under this agreement.

17.2.3. Should a pilot be placed on suspension for any reason other than that specified in 17.2.1, the period of suspension shall not exceed 28 days.

18. REDUNDANCY

18.1. Definitions

18.1.1. Business includes trade, process, business or occupation and includes part of any such business.

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

18.1.3. Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

18.1.4. Week's pay means the ordinary time rate of pay for the pilot concerned. Provided that such rate shall exclude:
- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
• special rates;
• fares and travelling time allowances;
• bonuses; and
• any other ancillary payments of a like nature.

18.2. Duty to Consult

18.2.1. Where an employer has made a definite decision that will result in redundancies, an employer must provide affected employees and the AFAP (if requested by any affected employee) in good time, with relevant information including:

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

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

18.3. Transfer to lower paid duties

18.3.1. Where an employee is transferred to lower paid duties by reason of redundancy the provisions of clause 24 will apply.

18.4. Severance pay

18.4.1. Severance pay - other than employees of a small employer

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks' pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks' pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks' pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks' pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks' pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 weeks' pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>13 weeks' pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>14 weeks' pay</td>
</tr>
</tbody>
</table>
9 years and less than 10 years 16 weeks' pay
10 years and over 12 weeks' pay

* Week's pay is defined in 18.1.

18.5. Employee leaving during notice period

18.5.1. An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 19 – Termination of Employment. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

18.6. Alternative employment

18.6.1. An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

18.6.2. This provision does not apply in circumstances involving transmission of business as set in 18.8.

18.7. Job search entitlement

18.7.1. During the period of notice of termination given by the employer in accordance with 19.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

18.7.2. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

18.7.3. The job search entitlements under this subclause apply in lieu of the provisions of 19.3.

18.8. Transmission of business

18.8.1. The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

(a). Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

(b). Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
• which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

18.8.2. The Commission may vary 18.8.1. (b) if it is satisfied that this provision would operate unfairly in a particular case.

18.9. Employees exempted

This clause does not apply to:

• employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
• probationary employees; or
• employees engaged for a specific period of time or for a specified task or tasks.

18.10. Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer.

18.11. Travel to home base

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

19. TERMINATION OF EMPLOYMENT

19.1. Notice of termination by employer

19.1.1. In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 1 year</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

19.1.2. In addition to the notice in 19.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

19.1.3. Payment in lieu of the prescribed notice in 19.1.1 and 19.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
19.1.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

(a). the employee's ordinary hours of work (even if not standard hours); and

(b). the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

(c). any other amounts payable under the employee's contract of employment.

19.1.5. The period of notice in this clause does not apply:

(a). in the case of dismissal for serious misconduct; or

(b). to employees engaged for a specific period of time or for a specific task or tasks;

19.1.6. For the purposes of clause 18 and clause 19 continuous service includes all approved absences under the agreement and other employer and pilot agreed absences.

19.2. Notice of termination by an employee

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

19.2.2. If an employee fails to give the notice specified in 19.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 19.1.4.

19.3. Job search entitlement

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

19.4. Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 18 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmitee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

19.5. Termination away from home base

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

19.6. Accrued days off
If, at the point of termination, a pilot has accrued an entitlement to a day or days off under clause 33.1 – Call-In, he or she must receive payment in lieu of such day or days at his or her normal rate of salary.

20. CERTIFICATE OF SERVICE.

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

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

21. PILOT FACILITIES

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

22. NOTICE BOARDS

22.1. The employer shall provide a notice board of reasonable dimensions in a prominent place at each of his pilots’ home bases for dissemination of information to pilots and for use by pilots in relation to employment matters.
PART 4 - SALARIES AND RELATED MATTERS

23. CLASSIFICATIONS AND SALARY RATES

23.1. Salaries Payable

23.1.1. Pilots covered by this Agreement endorsed on Dash 8 100 200 and 300 series aircraft shall be paid the following annual salaries from the first pay period to commence on or after:

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Captains 1 July 2005</th>
<th>Captains 1 July 2006</th>
<th>Captains 1 July 2007</th>
<th>First Officer 1 July 2005</th>
<th>First Officer 1 July 2006</th>
<th>First Officer 1 July 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$74,865</td>
<td>$77,110</td>
<td>$79,424</td>
<td>$48,708</td>
<td>$50,169</td>
<td>$51,674</td>
</tr>
<tr>
<td>2</td>
<td>$75,844</td>
<td>$78,119</td>
<td>$80,463</td>
<td>$49,299</td>
<td>$50,778</td>
<td>$52,301</td>
</tr>
<tr>
<td>3</td>
<td>$76,829</td>
<td>$79,134</td>
<td>$81,508</td>
<td>$49,939</td>
<td>$51,437</td>
<td>$52,980</td>
</tr>
<tr>
<td>4</td>
<td>$77,811</td>
<td>$80,146</td>
<td>$82,550</td>
<td>$50,577</td>
<td>$52,094</td>
<td>$53,657</td>
</tr>
<tr>
<td>5</td>
<td>$78,799</td>
<td>$81,163</td>
<td>$83,598</td>
<td>$51,220</td>
<td>$52,756</td>
<td>$54,339</td>
</tr>
<tr>
<td>6</td>
<td>$79,782</td>
<td>$82,175</td>
<td>$84,640</td>
<td>$51,858</td>
<td>$53,414</td>
<td>$55,017</td>
</tr>
<tr>
<td>7</td>
<td>$80,706</td>
<td>$83,127</td>
<td>$85,621</td>
<td>$52,498</td>
<td>$54,073</td>
<td>$55,695</td>
</tr>
<tr>
<td>8</td>
<td>$81,779</td>
<td>$84,232</td>
<td>$86,759</td>
<td>$53,142</td>
<td>$54,736</td>
<td>$56,378</td>
</tr>
<tr>
<td>9</td>
<td>$83,218</td>
<td>$85,714</td>
<td>$88,286</td>
<td>$54,090</td>
<td>$55,713</td>
<td>$57,385</td>
</tr>
<tr>
<td>10</td>
<td>$85,810</td>
<td>$88,385</td>
<td>$91,036</td>
<td>$55,058</td>
<td>$56,709</td>
<td>$58,411</td>
</tr>
</tbody>
</table>

23.1.2. Pilots covered by this Agreement endorsed on Dash 8 400 series aircraft shall be paid the following annual salaries from the first pay period to commence on or after:

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Captains 1 July 2005</th>
<th>Captains 1 July 2006</th>
<th>Captains 1 July 2007</th>
<th>First Officer 1 July 2005</th>
<th>First Officer 1 July 2006</th>
<th>First Officer 1 July 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$80,105</td>
<td>$82,508</td>
<td>$84,983</td>
<td>$52,068</td>
<td>$53,630</td>
<td>$55,239</td>
</tr>
<tr>
<td>2</td>
<td>$81,153</td>
<td>$83,588</td>
<td>$86,095</td>
<td>$52,750</td>
<td>$54,332</td>
<td>$55,962</td>
</tr>
<tr>
<td>3</td>
<td>$82,207</td>
<td>$84,673</td>
<td>$87,213</td>
<td>$53,434</td>
<td>$55,037</td>
<td>$56,689</td>
</tr>
<tr>
<td>4</td>
<td>$83,258</td>
<td>$85,756</td>
<td>$88,329</td>
<td>$54,118</td>
<td>$55,741</td>
<td>$57,414</td>
</tr>
</tbody>
</table>
Pilots endorsed to fly Dash 8 400 aircraft may be required at the Company’s direction to fly as necessary one other Dash 8 series aircraft and will be paid in accordance with the Dash 8 400 pay scale at all times. At certification of this agreement it is anticipated that pilots may be required to fly Dash 8 400 and Dash 8 300 aircraft.

23.2. Allowances and Loadings included in salaries

23.2.1. The salaries set out above include Annual Leave Loading and the Transport and Night Duty Allowances.

23.3. Translation Arrangements

23.3.1. Those pilots employed by the Company at 26 March 2003 moved up one service increment at that date unless they were at the maximum increment at the time. Incremental advancement will continue to be in accordance with the previously applied anniversary date for each individual pilot.

23.4. Training Captains

23.4.1. Training Captains shall receive the following allowances in addition to salary:

- Level 2 - 6% First Officer only
- Level 1 - 10% (Captains and First Officers)

23.5. Check Pilots

23.5.1. Check Pilots shall receive the following allowances in addition to salary:

- Level 3 - 12% (Line Check only)
- Level 1 and 2 - 16% (Aircraft and Simulator Check Captains)

23.6. Training Salary

23.6.1. A training salary shall apply to a new hiree from the date of engagement to the end of three months or successful check to line whichever comes first. The amount payable to the pilot shall equal 75 percent of the first year increment in the applicable salary group.
23.6.2. The training salary in clause 23.6.1 above shall not apply to pilots who obtain a Dash 8 endorsement prior to employment by the Company.

24. CHANGE OF PILOT CATEGORY OR CLASSIFICATION

24.1. Temporary change of category or classification

24.1.1. This clause applies to changes in category or classification which are for a maximum of 180 days.

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

(a) be paid for a minimum of one week for all such duties at the applicable higher rate of remuneration appropriate to his or her period of service with the employer; and

(b) receive any higher employment benefits applicable to that category.

24.1.3. At the termination of the relief or temporary transfer, the pilot must revert to the appropriate salary and employment benefits for his or her category or classification, subject to the minimum payment of one week and the provisions of 24.1.4.

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

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

24.2. Permanent change of category or classification

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

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

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

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

<table>
<thead>
<tr>
<th>Years of service</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year</td>
<td>3 weeks</td>
</tr>
<tr>
<td>One year up to the completion of three years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>Over three years</td>
<td>8 weeks</td>
</tr>
</tbody>
</table>

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

25. PAYMENT OF SALARIES

25.1. Period of payment

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

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

25.2. Method of payment

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

25.3. Payment of salary on termination of employment

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

26. ALLOWANCES

26.1. Loss of licence allowance

26.1.1. The Loss of Licence allowance amount for the premium year shall be up to a maximum of $1616.00 (incl GST) (2005) and will be dependent upon the production of evidence that the amount has been paid. This amount will be adjusted on 1 March each year of this agreement by the CPI for the previous calendar year. It is acknowledged by the parties that this figure will not be reduced.

26.2. Overseas operation expenses

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

26.2.2. Overseas training on the Dash 8-400 will be in accordance with the Letter of Agreement between the parties.
26.3. **Private vehicle allowance**

26.3.1. If a pilot agrees with the employer to use their private vehicle for the employer’s purposes, the pilot must be paid an allowance of 62 cents per kilometre. This allowance is to be updated in accordance with ATO rulings and determinations.

26.4. **Communication Allowances**

26.4.1. Telephone Allowance

(a). Pilots will be paid a monthly allowance of the standard Telstra line rental as reimbursement for a telephone land line rental as varied from time to time ($26.95 as at June 2005). The Company may require production of receipts before the allowance is paid.

26.4.2. Access to soft copy flight manuals

(a). To assist the access of soft copy flight manuals the Company will, upon production of receipts, reimburse a pilot up to a maximum annual amount of $215 for the purpose of internet access. Reimbursement claims will be submitted and paid in March of each year.

26.5. **Transport allowance**

26.5.1. If a pilot will be away from home base for more than 48 hours, the employer must, upon request by the pilot, provide suitable transport or the cost of such transport between the pilot’s residence and his or her base airport irrespective of time of departure or return, provided that where a pilot lives in excess of 50 kilometres to a maximum of 100 kilometres each way from his or her base airport, the employer may elect to pay the pilot the allowance prescribed in 26.3 in lieu of the provision of transport.

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

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

27. **REIMBURSEMENT OF CLAIMS**

27.1. The Company shall reimburse a pilot for any costs incurred in the course of employment in accordance with Company Policy and procedures.

28. **UNIFORMS**
28.1. The Company shall provide the pilot with necessary uniform and replace it from time to time as a result of fair wear and tear whilst on duty. Where a uniform fitting is required the Company shall arrange the necessary transport.

29. DOCUMENTS

29.1. Each pilot will provide their own required CASA Publications and WACS and the Company will supply each pilot with a complete set of Jeppesen documents.

30. SUPERANNUATION

30.1. Contributions by the Company toward the pilot’s nominated Superannuation Fund shall be in accordance with the Superannuation Guarantee Legislation plus 1% and will be administered in accordance with relevant legislation, providing for full choice of complying fund.
PART 5 - HOURS OF DUTY AND REST PERIODS

31. FLIGHT AND DUTY TIME LIMITATIONS

31.1. Flying Hours

31.1.1. A pilot will not fly and the employer will not roster the pilot to fly as a flight crew member in excess of 900 hours in 365 consecutive days.

31.1.2. A pilot will not fly and the employer will not roster the pilot to fly in excess of 100 hours in 30 consecutive days.

31.1.3. A pilot will not fly and the employer will not roster the pilot to fly in excess of 30 hours in seven consecutive days.

31.1.4. The employer will not roster a pilot to fly in excess of eight hours flight time in any one tour of duty.

31.1.5. The flight time in a tour of duty already commenced may be extended to nine hours.

31.1.6. Where an extension occurs the pilot will receive a rest period on the ground of not less than:

(a) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each fifteen minutes or part thereof by which the pilot's flight time exceeded eight hours; or

(b) ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which the flight time exceeded eight hours.

31.1.7. A tour of duty or period of reserve time at home will be preceded by a rest period on the ground of at least:

(a) nine consecutive hours embracing the hours between 2200 and 0600 local time; or

(b) ten consecutive hours.

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

31.1.9. An employer will not roster a pilot for a tour of duty in excess of eleven hours except where such duty involves non-flying duty, in which case a pilot shall not be required to complete a duty in excess of twelve (12) hours.

31.1.10. Where a tour of duty has commenced it may be extended to twelve hours.

31.1.11. Where an extension occurs the pilot will receive a rest period on the ground of not less than:
(a) nine consecutive hours which will include the hours between 2200 and 0600 local time, plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeds eleven hours; or

(b) ten consecutive hours plus one additional hour for each fifteen minutes or part thereof by which the tour of duty time exceeded eleven hours.

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

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

(a) twelve consecutive hours embracing the hours between 2200 and 0600 local time; or

(b) 24 consecutive hours, if not embracing the hours between 2200 and 0600 local time;

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

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

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

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

31.2. Home Reserve

31.2.1. A pilot on reserve or stand-by duty will be contactable within any scheduled reserve duty period and will report for the appointed duty no later than two hours after being contacted. The employer will specify reserve duty period commencement and finishing times which will be as agreed between the employer and the majority of pilots but the duration of such reserve duty periods will not exceed eleven hours.
31.2.2. On any day a rostered tour of duty will not be immediately preceded by or immediately followed by a period of reserve duty.

31.3. Displaced Reserve

A pilot who is displaced to reserve within forty-eight (48) hours shall be available for duty within the original duty plus a buffer of one hour prior and two hours after the original rostered duty. Should a pilot be required outside this buffer then an extension allowance shall be paid.

32. ROSTERING PRACTICES

32.1. It is the intent of this clause that rosters are established to provide stability to pilots in their working environment and that the workload is evenly distributed amongst the pilot group. Consistent with this, pilots may choose not to accept extra duty or changes to roster.

32.2. Rosters of pilot duty shall be compiled to cover fourteen (14) day periods and shall be promulgated in writing not less than seven (7) days prior to the commencement of the roster period. The company will nominate the start of each 28 day period for the purposes of other entitlements under this clause.

32.3. Each roster shall specify in detail each pilot’s designated days off, duty days and duty periods, reserve duty days and periods designated free of all duty and leave periods.

32.4. A pilot’s designated day free of all duty may only be altered with the consent of both parties.

32.5. The employer shall provide for pilot participation in rostering matters to ensure the most mutually favourable rostering and working conditions.

32.6. A copy of the complete roster shall be promulgated on the pilots’ notice board prior to the commencement of the roster period.

32.7. The weekly duty period will normally consist of five days duty and two consecutive days free from all duty. A pilot will receive a minimum of eight designated days free of duty per nominated 28 day period. By mutual agreement between the pilot and the employer one day free of duty can be deferred. Where a day has been deferred a substitute day will be granted and taken within 28 days unless further deferred by mutual agreement in writing.

32.8. A pilot will only be rostered single days off in the following circumstances;

32.8.1. In order to facilitate his or her roster requests where the roster requests are for specific days off or multiple requests in one roster period; or

32.8.2. Where the day off results in the pilot receiving in excess of eight days off in the 28 day cycle. All days off other than the additional days will be consecutive.

32.9. Subject to Clause 32.10 and 32.11, a pilot shall not normally be rostered for a tour of duty terminating after 2200 hours on the day preceding the designated day or days free of duty, and shall not be rostered to commence duty prior to 0600 hours on the day following the day/days free of duty. In the case of a single designated day off a pilot shall have a minimum of 36 hours
free of planned duty, reducible to 32 hours due to operational disruption with no penalty to the company unless the hours are less than 32. These duty free hours will in each case embrace the core hours described in this clause.

32.10. A pilot may be rostered for duty terminating at 2300 hours on the day preceding the designated day or days free of duty. In this circumstance, the pilot shall not be rostered to commence duty prior to 0700 hours on the day following the day or days free of duty.

32.11. A pilot may be rostered for duty commencing from 0500 hours on the day after the designated day or days free of duty. In this circumstance, the pilot shall not be rostered to complete duty after 2100 hours on the day immediately preceding the day or days free of duty.

32.12. When a pilot completes the maximum permissible flying or duty hours prescribed in CAO 48 the employer will not require the pilot to perform any further duties whatsoever for the remainder of the relevant period.

32.13. The employer will ensure that a pilot is rostered at least one weekend off in any six (6) week period unless the pilot requests otherwise.

32.14. A pilot shall receive an average of one weekend off per twenty-eight (28) days in each calendar year, excluding periods of approved leave, unless the pilot requests otherwise.

32.15. A pilot on a temporary assignment away from home base may elect to defer duty-free days. The pilot will receive the deferred days off immediately upon return to home base.

32.16. When a pilot on assignment away from home base is not required for duty on any rostered duty day, such day will not be deemed to be a day off.

33. ROSTERS

33.1. Call-In

33.1.1. A pilot shall not be required to work on a designated day free of all duty. Provided that, in the event of unforeseen circumstances the Company may request a Pilot to work on a designated day free of all duty.

33.1.2. Subject to Clause 33.1.3, if a pilot agrees to work on a designated day free of all duty, then that pilot will be entitled to either:

(a) a substitute designated day off and a payment of $180.00; or

(b) payment for the day worked at the rate of double time, and no substitute day off.

33.1.3. If a pilot agrees to work on a designated day off at the request of the Company, the pilot will nominate whether the payment will be paid in accordance with Clause 33.1.2(a) or 33.1.2(b) at the time of the said request by the Company.

33.1.4. Where a tour of duty, rostered to terminate before 2100/2200 or 2300 hours on the day preceding the day or days designated as free of all duty, is extended by delays so that it terminates after 2100/2200 or 2300 hours respectively, the pilot shall be regarded as having
worked on a designated day free of all duty, and the provisions of Clause 33.1 of this Agreement shall apply.

33.2. **Extensions to Duty**

33.2.1. Where a pilot has signed on for a tour of duty and the Company requests the pilot to perform extra duty that extends more than one hour beyond the sign-off time pertaining at sign-on and the pilot so agrees the pilot shall be paid the appropriate extension allowance.

33.2.2. Notwithstanding the above a pilot shall complete the original flight(s) on his/her assigned aircraft, without penalty to the Company. However where the Company directs a change of aircraft resulting in the pilot signing-off more than two hours later than the original sign-off the pilot shall receive the appropriate extension allowance.

33.2.3. The Company may nominate on each roster an extended period of rostered duty. This extended period shall be notated once only on an individual pilots roster and is available to the Company once the pilot has signed on to cover any crewing problem on that particular day.

33.2.4. The Company must notify the pilot within fifteen (15) minutes of arrival of the last rostered flight sector of any extension to duty.

33.2.5. When a pilot has his/her duty extended in such circumstances, the following allowances shall be paid.

<table>
<thead>
<tr>
<th>Extension Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captain $180.00</td>
</tr>
<tr>
<td>First Officer $117.00</td>
</tr>
</tbody>
</table>

33.2.6. When an extension is applied, the affected pilots will commence the extended flight duty within two hours of notification. However, if the aircraft to be used is off line due to maintenance requirements, then the pilots must commence the extended duty within four hours of notification.

33.2.7. The intent of this clause is to cover any short term crewing problems and is not to form part of normal crewing operations.

33.3. **Alterations to Roster**

33.3.1. All alterations to rostered duty within the next forty-eight hours shall be advised by the fastest means of communication to the pilot or pilots concerned followed by confirmation in writing.

33.3.2. A pilot shall not be displaced from his rostered duty period except for disruptions to service, checking and training, when a flight is cancelled or the pilot has insufficient hours to complete a flight.
33.3.3. The Company may grant exchange of flying and/or day to day flights between pilots upon request of pilots concerned, provided that a pilot’s ability to complete his or her subsequent flying within the roster period will not be reduced as a result.

33.3.4. Every endeavour shall be made to keep a pilot in his or her (designated) rostered duty period.

33.3.5. When any change occurs within forty-eight (48) hours of rostered sign-on and the pilot's sign-on becomes more than two hours earlier than the original rostered sign-on or more than one hour later than the original rostered sign-off times and the pilot agrees to the change the pilot shall be paid $180.00

33.4. **Meal breaks**

33.4.1. Except where a meal of an appropriate standard (as agreed between the employer and pilots) is provided in flight, a pilot must not be required to be on duty for a period in excess of five hours without a 30 minute break free of all duty for a meal. The turnaround time for this break will be a minimum of 50 minutes.

33.4.2. Meal breaks must be scheduled at a port of call with adequate eating facilities.

33.4.3. The provisions of this clause may be varied by mutual agreement between the employer and the majority of pilots affected, subject to no diminution of flight safety.

33.4.4. The provision of meals under this clause shall not effect the employers obligation to pay layover meal allowances in accordance with clause 44.

34. **SECTOR LIMITATIONS**

34.1. Subject to 34.2, a pilot must not operate more than nine sectors in any tour of duty.

34.2. If a pilot has a rest period of less than eleven hours at a base other than home base prior to commencing their next tour of duty, the pilot must not operate more than seven (7) sectors in that tour of duty.

34.3. The parties will monitor the rosters to ensure that where a pilot operates from a shorter rest period the pilot is not subjected to unduly heavy workload in the lead-up to that rest period.

34.4. All deadhead travel counts as sectors flown for the purpose of this clause.

35. **REST FACILITIES**

35.1. Where in any tour of duty away from home base there is a break of four hours or more between successive flights, adequate pilots rest facilities, as appropriate to the area, which allow horizontal rest, quiet and free from factors which may reduce adequate rest and cooled or heated as appropriate to the area, shall be provided.

35.2. The facilities shall preferably be in close proximity to the airfield at which the break occurs.

35.3. In locations where conventional rest facilities are not available the provision of transportable rest facilities will satisfy the requirements of this clause.
35.4. At home base the pilot and the Company shall ensure that no activity is undertaken which would contribute to increase fatigue.

36. SIMULATOR

36.1. A pilot shall be given as much notice possible of a session in the Flight Simulator. However:

(a) If the session is the pilot's own cyclical check or training then the minimum notice shall be seven (7) days; or

(b) Should the pilot be unable to present for the simulator session then the Company shall follow the steps below:

(i) Approach a pilot who has been rostered for a cyclical check and request that pilot replace the pilot unable to perform the simulator session, the pilot so approached being able to decline if the period of notice is less than seven (7) days.

(ii) Use a pilot off reserve as a "fill-in" support pilot.

(iii) If a reserve pilot is unavailable a pilot may be requested to conduct support duty on the day in question, such requests to be made through the crewing department.

36.2. The performance of the Support Pilot shall not be graded on individual aspects of the check but shall be graded pass/fail.

36.3. The notice in clause 36.1 may only be reduced with the pilot's approval or when cancellation of a properly notified check or training session has been followed by a rescheduling for a later date advised to the pilot.

36.4. A Pilot shall not be rostered to perform more than one simulator support duty per cyclic.

36.5. Pilot and Co-pilot operating positions shall be occupied by a Company pilot or pilot under training by the Company or a pilot checked to the Company's operating standards.

36.6. A Flight Simulator duty period shall be regarded as duty for the purposes of CAO48.

36.7. No other flight duty or non-flying duty, not associated with the simulator session, shall be undertaken before or after a simulator period.

36.8. A pilot shall not be scheduled for more than four (4) hours simulator flight time in any one duty period.

36.9. A break of fifteen (15) minutes shall be allowed at completion of approximately two (2) hours of simulator flight time, when such a break will be followed by further simulator flight time, unless the session is a Line Orientated Flight Training (LOFT) session.

36.10. Duty associated with the simulator shall be limited to eleven (11) hours and shall include simulator duty, deadhead travel and minimum one (1) hour before and after simulator duty for briefing and debriefing, such exercise to be conducted in the simulator building.
36.11. A pilot who fails any simulator flight check shall be given remedial training followed by a further check. If the pilot's performance is still considered unsatisfactory, the pilot shall be given the opportunity of further training prior to completing a further check. The pilot may elect to have the final check conducted by a different Check Pilot.

36.12. Videotaping of simulator sessions shall only be used for training purposes and must be erased at the end of the debrief unless the operating pilot agrees otherwise.
PART 6 - LEAVE OF ABSENCE

37. RECREATION LEAVE

37.1. Annual leave entitlements - general

37.1.1. Pilots on permanent hire are entitled to forty-two consecutive day’s annual leave (inclusive of Saturdays, Sundays and public holidays) on full salary for each completed year of service.

37.1.2. Pilots are entitled to take either:

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

37.1.3. Where possible the Company shall roster two (2) designated days free of duty before and after a period of recreation leave.

37.1.4. The provisions of clause 37.1.2 and 37.1.3 above will not apply where the period of leave taken is less than seven (7) successive days or where impacted by training requirements or pilot initiated roster requests during the period.

37.1.5. On 1st March or a mutually agreed alternative date each year the employer shall give written notice to all pilots of his intention to compile on an agreed basis a leave roster to commence on 1st day of July or a mutually agreed alternative date and advise all pilots to make leave applications in writing before 30th April to compile such roster.

37.1.6. The employer shall consider leave applications and shall promulgate by 1st June a leave roster (a copy of which will be placed on the notice board). Pilots shall be allowed the following thirty (30) days to apply for variation of their designated leave periods, otherwise the leave roster once promulgated shall not be altered except by mutual agreement or in the case of a pilot’s change of status, equipment or base leaving the employer unable to crew existing schedules, in which case amended leave shall be mutually agreed between the employer and the pilot.

37.2. Payment for annual leave

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

37.3. Time of taking annual leave

37.3.1. Annual leave must be given by the employer, and taken by the pilot:

   within twelve months of it becoming due; or
   fifteen months from the date of commencement of the preceding period of leave,

unless mutually agreed to defer.
37.3.2. An employer may direct a pilot to take annual leave in accordance with operational requirements by giving a minimum four weeks notice.

37.4. **Recall from annual leave**

37.4.1. The employer may recall a pilot from annual leave by agreement of the pilot concerned.

37.4.2. If a pilot is so recalled he or she is entitled to two days annual leave in place of each such day. The pilot may elect to add such additional entitlements to the balance of his or her interrupted annual leave period.

37.5. **Illness during annual leave**

37.5.1. A pilot who:

(a) becomes seriously ill for at least seven consecutive days while on annual leave; and

(b) advises the employer as soon as practicable of such illness; and

(c) produces medical evidence in the form of a certificate from a duly qualified medical practitioner of the illness within seven days of return to duty,

must be allowed to take that period against sick leave credits and have the annual leave credit adjusted accordingly.

37.5.2. The employer must give consideration to granting the pilot equivalent substitute annual leave in the manner requested by the pilot.

37.6. **Proportionate annual leave on termination of employment**

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

37.6.1. for all accrued but untaken leave that has fallen due in relation to completed years of service as prescribed in 37.1; and

37.6.2. for the balance of the employment period, or for the whole period where it has been less than one completed year, at the rate of 1/365 of the entitlement in 37.1 for each completed day of employment in respect of which annual leave has not been granted. This entitlement must not be offset against any monies which may be owing by the pilot to the employer, except in relation to a failure to fulfil an obligation under 19.2.

38. **RECREATION LEAVE "BUY BACK"**

38.1. It is agreed to allow pilots to "buy back" accumulated recreation leave credits in excess of five (5) weeks. Pilots must apply in writing if they wish to exercise this option.

38.2. It is further agreed that the Company will ensure that pilots take recreation leave when it falls due rather than allow the build up of leave credits.
39. PERSONAL/CARER’S LEAVE (INCORPORATING SICK LEAVE AND BEREAVEMENT LEAVE)

39.1. Definitions

39.1.1. De facto spouse: in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person.

39.1.2. Immediate family includes:

(a). A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the pilot; and

(b). A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the pilot or spouse of the pilot.

39.2. Personal leave entitlement

39.2.1. A pilot, is entitled to be paid personal leave in the following circumstances:

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

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

(c). when a member of the pilot’s immediate family or household dies (bereavement leave).

39.2.2. The amount of personal leave to which a pilot is entitled depends on how long he or she has worked for the employer and accrues as follows:

<table>
<thead>
<tr>
<th>Length of time worked for the employer</th>
<th>Additional</th>
<th>Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 month</td>
<td>5 days</td>
<td>5</td>
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<tr>
<td>1 month to less than 3 months</td>
<td>1 day</td>
<td>6</td>
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<tr>
<td>3 months to less than 6 months</td>
<td>6 days</td>
<td>12</td>
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<tr>
<td>6 months to less than 12 months</td>
<td>8 days</td>
<td>20</td>
</tr>
<tr>
<td>each year thereafter</td>
<td>15 days</td>
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39.2.3. In any year, unused personal leave accumulates at the rate of the lesser of:

(a). the current year’s sick leave entitlement less the number of sick leave days taken; and

(b). the balance of that year’s unused personal leave.

39.2.4. Personal leave may accumulate to a maximum of 260 working days. Personal leave will not be compensated upon the termination of employment.
39.2.5. The entitlement to use personal leave for the purpose of carer’s or bereavement leave is subject to the person being either:

(a). a member of the pilot’s immediate family; or

(b). a member of the pilot’s household.

39.3. Sick leave

39.3.1. Entitlement

(a). A pilot is entitled to use up to ten days of the current year’s personal leave entitlement as sick leave in the first twelve months of service and fifteen days in the second and any subsequent year of service.

(b). A pilot is entitled to use accumulated personal leave for the purpose of sick leave if the pilot’s current year’s sick leave entitlement has been exhausted.

39.3.2. Notification of illness or injury

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

39.3.2.(a)(i) inform the employer of the pilot’s inability to attend for duty; and

39.3.2.(a)(ii) state the nature of the injury or illness and the estimated duration of the absence.

(b). If possible, a pilot must advise the employer of his/her non-attendance the day before the absence.

(c). A pilot resuming duty after any period of sick leave must advise the employer on the day preceding the return to duty.

39.3.3. Proof of illness or injury

(a). Subject to (b), unless a pilot produces a medical certificate when claiming sick leave, the pilot is not entitled to payment for the absence.

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

39.3.4. Effect of CAOs

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

39.4. Bereavement leave
39.4.1. A pilot is entitled to use up to three days personal leave on each occasion on the death of a member of the pilot’s immediate family or household in Australia.

39.4.2. A pilot is entitled to use up to five days personal leave on each occasion on the death of a member of the pilot’s immediate family or household if interstate and/or overseas travel is required.

39.4.3. Pilots must produce satisfactory evidence of the death.

39.5. **Carer’s leave**

39.5.1. A pilot is entitled to use up to five days personal leave each year as carer’s leave. This entitlement is subject to:

(a). the pilot being responsible for the care of the person concerned; and

(b). the person concerned being either:

   39.5.1.(b)(i) a member of the pilot’s immediate family; or

   39.5.1.(b)(ii) a member of the pilot’s household; and

(c). the immediate family or household member requires care.

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

39.5.3. **Proof of illness**

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

39.5.4. **Notice requirements**

(a). The pilot must give the employer at least two hours notice prior to the absence of:

   39.5.4.(a)(i) the intention to take leave;

   39.5.4.(a)(ii) the name of the person requiring care and their relationship to the pilot;

   39.5.4.(a)(iii) the reasons for taking leave; and

   39.5.4.(a)(iv) the estimated length of absence.

(b). The pilot, if possible, must notify the employer the day before the absence.
(c). If it is not practicable for the pilot to give prior notice of the absence, the pilot must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

39.5.5. Unpaid carer’s leave

A pilot may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family or household member who is ill.

39.6. Other forms of leave (non cumulative)

39.6.1. Upper respiratory tract infection leave

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

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

39.6.3. Illness while on duty

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

39.6.3.(a)(i) daily travelling allowance up until sign-off in home base, plus reasonable out-of-pocket expenses excluding meals and laundry. If the pilot is hospitalised, daily travelling allowance will cease whilst the pilot is hospitalised. Reasonable out-of-pocket expenses incurred by the pilot while away from home base must be met by the employer;

39.6.3.(a)(ii) accommodation of an appropriate standard (if required);

39.6.3.(a)(iii) transport to and from airport, accommodation or doctor;

39.6.3.(a)(iv) booked travel to home base;

39.6.3.(a)(v) transport to home or doctor if the pilot requires this on arrival at home base.

(b). An employer and an individual pilot may agree to the payment of an allowance in lieu of any or all of the above.

40. PARENTAL LEAVE

40.1. Parental leave (paternity, adoption or maternity leave) is covered in Commonwealth legislation and unless altered by these provisions or more generous company policy the relevant legislation will apply.

40.2. Transfer to a safe job
40.2.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

40.2.2. If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

40.3. Replacement employees

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

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

41. LEAVE FOR JURY SERVICE

41.1. Reimbursement for jury service

41.1.1. If a pilot is required to attend for jury service during the pilot’s normal duty time, the employer must pay the pilot the difference between:

(a). the amount the pilot received for his or her attendance for jury service; and  
(b). unless otherwise specified by state legislation, the amount of salary the pilot would have received if he or she had been at work.

41.2. Notification of jury service

41.2.1. If a pilot is required to attend for jury service, the pilot must notify the employer as soon as possible of the date on which he or she is required to attend for jury service.

41.3. Proof of attendance at jury service

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

(a). his or her attendance;  
(b). the duration of the attendance; and  
(c). the remuneration received for the jury service.

42. LONG SERVICE LEAVE
42.1. A pilot who is entitled to long service leave in accordance with the appropriate State, Territory or federal legislation may apply to the employer for long service leave at half pay for a period up to twice the pilot’s period of entitlement.

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

43. LEAVE OF ABSENCE

43.1. A request for leave of absence must be submitted in writing to the Company. The granting of any application for leave of absence is at the Company's discretion and if granted cannot be for greater than twelve (12) months. During approved leave of absence all benefits with the exception of Seniority will cease to accrue.
PART 7 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

44. ACCOMMODATION, LAYOVER AND MEALS ALLOWANCES

44.1. Pilots who are absent on layover in the course of their employment will be provided with meals and accommodation of an appropriate and agreed standard. The employer may pay the following layover, and meal allowances in lieu of providing meals.

- Breakfast: $18.75
- Lunch: $20.70
- Dinner: $41.60
- Layover allowance - Australia and Dependencies: $18.25

44.2. The allowances in clause 44.1 shall be reviewed each year and will move in line with Australian Taxation Office rulings to apply from the first full pay period after 1 July of each year.

44.3. In special circumstances a Pilot may be paid, with the agreement of the Company, an amount of $75.10 on any layover in lieu of the provision of meals and accommodation by the Company.

44.4. Allowances specified in sub-clauses 33.1.2(a), 33.3.5, 33.2.5 and 31.3 shall be increased by 3% from 1 July 2006 and 1 July 2007.

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

- 0630 - 0800 hours (Breakfast);
- 1200 - 1330 hours (Lunch) or
- 1800 - 2000 hours (Dinner),

the pilot must be provided with a meal of appropriate and agreed standard or paid the appropriate meal allowances as prescribed in 44.1.

45. DUTY TRAVEL

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

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

45.3. Where a pilot's family is travelling at the direction of the Company, positive space seats shall be provided for him and each of his dependents under twenty-one (21) years of age. If a pilot or his dependents are off-loaded overnight the Company shall provide transport to and from the airport and first class accommodation and meals on each such occasion.
45.4. All travel arrangements, including accommodation, shall be made by the Company prior to the
departure of the pilot from his home base and all such arrangements shall be known to the pilot
prior to such departure.

46. TRANSFERS - PERMANENT

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

46.1.1. At Pilot Expense

(a). Except as provided in 46.1.2 pilots when transferring from one base to another as a result
of a successful bid shall bear their own expenses. The Employer shall provide confirmed
travel arrangements on its services and the time of travel shall be determined by mutual
agreement.

(b). Pilots making mutual transfers with the joint approval of the Employer and the Federation,
shall bear their own expenses and be provided with space available travel for themselves
and dependent members of their families on the Employer’s services.

(c). A pilot transferring permanently to another base shall be released from his/her former base
in sufficient time to effect the transfer. The period of time shall be established by the Chief
Pilot and shall not normally exceed five days.

46.1.2. At Employer Expense

(a). A pilot transferred by Employer direction, or transferring to another base as the result
of the award of a higher assignment which is unavailable to the pilot at his/her base at the
time of award, shall be entitled to receive payment from the Employer for reasonable
expenses incurred for the removal of self, spouse and dependent children, under age 21,
and their furniture, possessions and personal effects from one permanent base to another
permanent base, as approved by the Employer.

(b). Successful bidders on pilot or supervisory pilot vacancies to newly established or re-
established bases shall be considered as having been transferred at the Employer’s
direction.

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

46.1.4. A pilot transferred to a new home base shall be entitled to first class accommodation as
provided for in Clause 44 by the employer until he has obtained suitable permanent
accommodation and the provision of such accommodation shall be limited to a period of up
to two weeks.

46.1.5. A pilot shall be given no less than fifty-six (56) days written notice by his employer of an
intended permanent transfer, provided that within this period the pilot shall be given at least
28 days written notice of the actual date of transfer.
(a). Provided that should the pilot and the employer mutually agree in a specific case that a shorter period of time represents adequate notice, such mutual agreement shall satisfy the requirements of this provision.

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

(a). Provided that designated days free of all duty prescribed in Clause 31 of this agreement shall not be used to meet the requirements of this sub-clause.

47. TRANSFERS - TEMPORARY

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

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

(a). Provided that a pilot whose child is due to be born shall not be required by his employer to operate away from his home base during the four (4) week period immediately preceding the anticipated confinement of his wife and during the four (4) week period immediately following the birth of the child.

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

(a). Until such time as agreed alternative accommodation becomes available the provisions of Clause 44 shall apply to a pilot on temporary transfer. Such agreed alternative accommodation shall be provided at the employer’s cost.

(b). Where the temporary transfer is to be for a period in excess of 28 days the employer shall provide travel for the pilot’s spouse and each of his dependant children as defined to join the pilot when the agreed alternative accommodation is occupied by the pilot. Excepting that where agreed alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of transfer is at least a further 28 days the spouse and each of the pilots dependant children shall be entitled to travel and accommodation at the employers cost.

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

47.1.5. If a pilot on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either his expense arrangements or the terms of his transfer, he shall be allowed additional expenses, subject to the approval of the employer, and either he or the employer may raise for attention any inadequacy of terms of the transfer.
48. LOSS OF BAGGAGE

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

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

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

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

48.5. Where loss of personal baggage occurs to a pilot whilst away from base on Company duty, he shall be reimbursed actual reasonable expenses incurred.

48.6. The Company shall provide crew baggage labels to pilots as requested.

48.7. Should payment be made and the baggage subsequently recovered the Company shall be entitled to reimbursement of the payment made.
PART 8 - TRAINING AND RELATED MATTERS

49. TRAINING

49.1. Where the employer requires a pilot to reach and maintain minimum qualifications for a particular aircraft type in accordance with clause 23 - Classifications and salary rates, all facilities and other costs associated with attaining and maintaining those qualifications will be the responsibility of the employer.

49.2. Where a pilot fails to reach or maintain a standard required the pilot will receive further re-training and a subsequent check. The pilot may elect to have a different check captain on the second occasion.

49.3. Where a pilot fails the second check the pilot may, where practicable, be reclassified to the previous or a mutually agreed equivalent position.

49.4. Currency and proficiency training

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

49.5. Opportunity to qualify

49.5.1. Type endorsement must not be commenced unless the pilot has successfully completed an approved engineering course where required for the type.

49.5.2. Line training must not be commenced unless the pilot has successfully completed the endorsement training for the type.

49.5.3. A pilot who is required to undergo a progress check must have completed a minimum of 75% of their line training.

49.5.4. A pilot who fails to achieve the required standard at a base check conducted during his or her line training must have the opportunity to repeat the base check prior to the completion of his or her line training.

49.5.5. A pilot who fails to achieve the required standard during the repeat of a base check or check-to-line, is deemed to have failed his or her opportunity to qualify.

49.6. Failure to qualify

49.6.1. A pilot who fails conversion or command training and is not required to remain on the aircraft type or who does not seek to undertake a second period of training must revert to his or her previous equipment and status, or where the equipment is not available, to such lesser-rated equipment or status for which he or she can qualify.

49.6.2. A pilot who fails his or her first opportunity to qualify for command or on conversion training is entitled to a second opportunity. The pilot may elect to have his or her second opportunity carried out with a different training captain and/or check captain.
49.7. Failure to maintain standard

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

49.7.2. If the pilot fails the re-check, he or she is entitled to retraining for up to twenty sectors and/or two hours local flying or a simulator training equivalent. The pilot may elect to have this check conducted by a different check captain.

49.7.3. If a pilot fails his or her final re-check, he or she must revert to such lesser rated equipment or status as is available, for which they can qualify in accordance with 49.6.1.

50. WORKERS COMPENSATION MAKE-UP PAY

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

50.2. Make-up pay shall be:

50.2.1. An amount of money equal to the difference between the pilot’s workers’ compensation entitlements and the amount of salary plus allowances that the pilot would have received had he or she been at work for the period concerned. Provided that it shall not apply during any period of paid leave.

50.2.2. Payable for a maximum period or aggregate of periods in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.

50.2.3. Paid through normal payroll procedures or according to alternative arrangements mutually agreed between the employer and the pilot.

50.3. For the purposes of 50.2.1, if no specific earnings figure is ascertainable, the figure used shall be the average of earnings over the previous three months or such lesser period of time during which the pilot has been employed.

50.4. Nothing in this clause shall affect the right of an employer to terminate a pilot’s employment in accordance with clause 19 - Termination of Employment. Provided that no pilot shall be terminated as a result of having received make-up pay or as a means of avoiding make-up pay obligations.

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

50.6. Where the pilot recovers damages from the employer or from a third party in respect of a compensable injury independently of statutory entitlements, the pilot shall be liable to repay to his or her employer the amount of make-up pay received in respect of the injury and shall have no further make-up pay entitlements in respect of the injury.
50.7. Periods of absence on workers’ compensation exceeding three months will not count as service for calculation of recreation leave.

51. ACCIDENT INSURANCE

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

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

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

52. SENIORITY

52.1. The Company shall publish no later than fourteen days after the commencement of this agreement a seniority list of all pilots in its permanent employment. A number indicating relative length of service with the Company shall identify the seniority of each pilot on the list, the longest serving pilot having the number "one". A pilot once having established a seniority date shall not lose that date except by termination of employment as a pilot with the Company.

52.2. A pilot's seniority shall be advised to him in writing on the day he commences employment as a pilot.

52.3. Pilots employed on the same date shall have their relative seniority positions decided by the Company in accordance with qualifications and experience.

52.4. Relative seniority

52.4.1. Relative seniority of the Company's permanent pilots as indicated on the seniority list shall be the primary consideration of the Company in all matters concerning employment opportunities with the Company, including:

(a). equipment assignments;
(b). promotions;
(c). retention or demotion in case of reduction of establishment;
(d). postings, temporary and permanent transfer.

52.4.2. Should a situation arise in which observance of this clause 52.4 would not be expected to meet the needs of the Company and a solution cannot be agreed between the Company and a pilot, a conference shall be convened between the AFAP and the Company or their representative to achieve a solution.

52.5. A pilot shall be permitted a period of fourteen days after any publication of the seniority list in which to protest to the Company on any omission or incorrect listing affecting his seniority, except that a pilot on leave or duty away from home base at the time of publication of such list
shall have a period of fourteen days from date of his return to duty at his home base during which to file such protest. If dissatisfied with the Company's decision the pilot may have recourse to the grievance procedures in this agreement.

52.6. All equipment assignments, vacancies and temporary and permanent transfers shall be advertised prominently on the noticeboard at each pilot base for a period of seven days. The Company shall notify all pilots who are on leave. All pilots shall be entitled to apply in writing for such positions and the Company shall fill such vacancies and allocate such transfers in accordance with clause 52.4, excepting that the Company may be entitled to appoint any captain to the positions of chief pilot and senior base pilot. The Company may appoint check and training captains from captains on the seniority list who must have the seniority to rate the type or category of aircraft.

52.7. The Company shall use a standard documentary format which displays the relevant information on each occasion a vacancy is advertised. The format shall include:

(a) equipment assignment
(b) location(s) of vacancies
(c) number of vacancies at each location
(d) closure date of bid
(e) commencement date of technical training

52.8. Each pilot awarded an assignment shall be notified immediately by the Company of the award. This shall be confirmed in writing immediately thereafter.

52.9. A pilot may submit a standing bid.

52.10. Should a pilot be promoted in grade or status over a more senior pilot, the more senior pilot shall retain his position on the seniority list and shall be advised forthwith in writing by the Company of the reasons for his by-pass. Should the more senior pilot dispute the Company's assessment of him and should he prima facie meet the criteria for appointment to the position concerned, he may elect to grieve the matter and the Company may be required to demonstrate why the pilot should not be paid the salary applicable to the position concerned.

52.11. To the extent that it is necessary to overcome immediate problems of crew shortages arising when additional equipment is introduced, the Company may temporarily utilise pilots out of order of seniority. Such utilisation may continue until sufficient pilots have been trained in order of seniority to fill all positions on the additional equipment and training of such pilots shall normally be completed within four months of introduction of the additional equipment.

52.12. Unless otherwise agreed by the AFAP training required by pilots who are successful bidders will be carried out in order of seniority. Where no agreement is reached and pilots are trained out of seniority order the more senior pilot shall receive by-pass pay from the date the more junior pilot is cleared to line.

52.13. A pilot awarded a turbine equipment assignment which results in a change of equipment or status shall lose the right to undertake a further change of equipment for a period of fifteen (15) months from the date of award of the bid or twelve (12) months from the date of clearance to line, whichever occurs first. This clause shall not apply to Dash 8 400 aircraft assignments.
52.14. A pilot on permanent hire whose licence has been cancelled or suspended on medical grounds shall retain a right to re-employment for a period of five years from the date of such cancellation or suspension provided his commercial or higher licence pertinent to his employment is reissued within that period. This shall only apply where a vacancy exists.

52.15. A pilot re-employed under this clause shall retain his relative position on the seniority list.

53. OCCUPATIONAL HEALTH AND SAFETY

53.1. Occupational Health and Safety shall be in accordance with the applicable legislation in each State.

53.2. In relation to the provision of headsets, the Company will provide headsets in accordance with the provisions of the approved Aircraft Flight Manual and the Minimum Equipment List.

53.3. Notwithstanding the above all pilots will provide their own headsets. These headsets must be of a standard to meet occupational health and safety requirements. To ensure this standard is met the pilots and Company shall agree a standard of headset. The Company shall facilitate the purchase of such headset in the future by bulk purchase and sale to pilots at cost price and shall maintain such headsets as required due to fair wear and tear.

54. SPECIAL CONDITIONS

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

55. SALARY SACRIFICE

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

55.2. At the time of signing this Agreement salary sacrifice is available for superannuation, car lease and the purchase/lease of a laptop/electronic pocket diaries.

56. NO EXTRA CLAIMS

56.1. It is a term of this Agreement that the AFAP undertakes for the duration of this Agreement not to pursue any extra claims, award or over award.

56.2. This Agreement is a closed Agreement. The rates of pay specified in clause 8 - Salaries of this Agreement shall apply for the duration of this Agreement, except where varied in accordance with this Agreement.

56.3. The AFAP acknowledges that there will be no application of Safety Net Wage Increases during the operation of this Agreement.
Signed for and on behalf of
SUNSTATE AIRLINES (QLD) PTY LIMITED
in the presence of-

Signature of witness        Signature of Authorised Officer
Name of witness             Name of Authorised Officer

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

Signature of witness        Signature of Authorised Officer
Name of witness             Name of Authorised Officer