



WORKPLACE DETERMINATION

Fair Work Act 2009

s.234 - Application for an intractable bargaining declaration

Network Aviation Pty Ltd as Trustee for The Network Trust Trading AS
Network Aviation Australia
(B2024/91)

NETWORK AVIATION PILOTS WORKPLACE DETERMINATION 2025

(B2024/91) [AG530144]

Airline operations

DEPUTY PRESIDENT BEAUMONT
DEPUTY PRESIDENT O'KEEFFE
COMMISSIONER LIM

PERTH, 25 AUGUST 2025

Intractable Bargaining Workplace Determination

[1] Further to the Decision of the Full Bench in [2025] FWCFB 176 on 12 August 2025, the Network Aviation Pilots Workplace Determination 2025 is made.

[2] The Workplace Determination will take effect on and from 25 August 2025.



DEPUTY PRESIDENT

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NETWORK AVIATION PILOTS WORKPLACE DETERMINATION 2025

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PART A - INTRODUCTION

1 Title

This Workplace Determination shall be known as the Network Aviation Pilots Workplace Determination 2025 (the **Determination**).

2 Parties

2.1 This Determination covers:

- 2.1.1 Network Aviation Pty Limited (ACN: 082 007 350) as Trustee for the Network Trust Trading as Network Aviation Australia (the **Company**);
- 2.1.2 All Pilots employed by the Company as at the date the Determination commences operation and thereafter;
- 2.1.3 the Australian Federation of Air Pilots (the **AFAP** or the **Federation**) of 4th Floor, 132-136 Albert Road, South Melbourne Victoria 3205;
- 2.1.4 the Australian and International Pilots Association (**AIPA**) of Suite 6.01, Level 6, 247 Coward Street, Mascot New South Wales 2020; and
- 2.1.5 the Transport Workers' Union (**TWU**) of Level 9, 447 Kent Street, Sydney, New South Wales, 2000.

3 Term and date of operation

- 3.1 The nominal expiry date of this Determination will be 14 October 2027.
- 3.2 This Determination comes into effect on the day it is made.
- 3.3 Negotiations for a replacement agreement will commence twelve months prior to the nominal expiry date of this Determination.

4 Intent

- 4.1 This Determination outlines terms and conditions of employment of Pilots employed by the Company.
 - 4.2 The Determination is intended to be read in conjunction with Company Policies and applicable rules and regulations, as varied from time to time. However, those materials do not form part of this Determination.
 - 4.3 The Determination can be varied by consent of the Company and a majority of Pilots who cast a valid vote in respect of the variation, subject to approval by FWC, at any time during its operation.
 - 4.4 After the expiry of the nominal term of this Determination, the Determination will continue to operate subject to the provisions of the *Fair Work Act 2009* (Cth) (**Act**).
 - 4.5 The National Employment Standards prevail over the terms of this Determination to the extent of any inconsistency.
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5 Definitions

5.1 For the purposes of this Determination:

- (1) **Available Day** means a day on which a Pilot may be allocated a duty.
 - (2) **Classification** means a Pilot's fleet and rank.
 - (3) **Date of Joining** means the date upon which the Pilot commenced employment with the Company.
 - (4) **Duty Period** means all time that the Pilot is undertaking duties at the instruction of the Company.
 - (5) **Flight Duty Period** means any duty where a Pilot is in control of, or a member of the operating crew, of an aircraft within a Duty Period.
 - (6) **Flight Hours** means a Pilot's logged flight hours in an aircraft and does not include time in a flight simulator.
 - (7) **Pilot** means a Pilot employed by the Company and covered by this Determination.
 - (8) **Re-assignable Period** means a Pilot's originally rostered Duty Period plus a Buffer Period totalling two hours during which time the Pilot must be available and contactable for duty.
 - (9) **Reserve Period** means a period of time during which a Pilot is required to be available and contactable for duties but is not performing duties.
 - (10) **Trip** means the entire period from sign on at home base (or base of temporary transfer) until sign off at home base (or base of temporary transfer). A Trip may include a number of duties over consecutive days.
 - (11) **Unavailable Day** means a day on which a Pilot cannot be allocated a duty unless agreed with the Pilot and the Pilot does not need to be contactable.
 - (12) **Union** means the TWU and/or AIPA and/or the AFAP. Any reference to Union in the plural refers to AIPA and AFAP and TWU.
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PART B - CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION INTRODUCTION

6 Consultation

6.1 This clause applies if the Company:

- 6.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Pilots; or
- 6.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Pilots.

6.2 In this clause, 'relevant Pilots' are the Pilots who are likely to be affected by a change referred to in subclause 6.1.

Major change

6.3 For a change referred to in subclause 6.1.1:

- (a) the Company must notify the relevant Pilots, their representatives and the Pilot Working Group of the decision to introduce the major change; and
- (b) clauses 6.4-6.9 apply.

6.4 The relevant Pilots may appoint a representative for the purposes of the procedures in this clause. If:

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

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

- 6.5.1 consult with the relevant Pilots, their representatives and the Pilot Working Group about:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the Pilots; and
 - (c) measures the Company is taking to avert or mitigate any adverse effect of the change on the Pilots; and
- 6.5.2 for the purposes of the discussion - provide, in writing, to the relevant Pilots:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the Pilots; and
 - (c) any other matters likely to affect the Pilots.

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

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

- 6.8 If a clause in this Determination provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses 6.3(a), 6.4 and 6.5 are taken not to apply.
- 6.9 In this clause, a major change is likely to have a significant effect on Pilots if it results in:
- 6.9.1 the termination of the employment of Pilots; or
 - 6.9.2 major change to the composition, operation or size of the Pilot workforce or to the skills required of Pilots; or
 - 6.9.3 the introduction of a new aircraft type; or
 - 6.9.4 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 6.9.5 the alteration of hours of work; or
 - 6.9.6 the need to retrain Pilots; or
 - 6.9.7 the need to relocate Pilots to another workplace; or
 - 6.9.8 the restructuring of jobs.

Changes to regular roster or ordinary hours of work

- 6.10 For a change referred to in subclause 6.1.2:
- (a) The Company must notify the relevant Pilots, their representatives and the Pilot Working Group of the proposed change; and
 - (b) Clauses 6.11-6.14 apply.
- 6.11 The relevant Pilots may appoint a representative for the purposes of the procedures in this clause. If
- (a) A relevant Pilot appoints, or relevant Pilots appoint, a representative for the purposes of consultation; and
 - (b) The Pilot or Pilots advise the Company of the identity of the representative,
The Company must recognise the representative.
- 6.12 For a change that subclause 6.1.2 applies to, as soon as practicable after proposing to introduce the change, the Company must:
- 6.12.1 discuss with the relevant Pilots, their representatives and the Pilot Working Group about the introduction of the change; and
 - 6.12.2 for the purposes of the discussion - provide to the relevant Pilots:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Company reasonably believes will be the effects of the change on the Pilots; and
 - (c) information about any other matters that the Company reasonably believes are likely to affect the Pilots; and
 - 6.12.3 invite the relevant Pilots to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
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- 6.13 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Pilots.
- 6.14 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Pilots.

7 Individual flexibility

- 7.1 The Company and a Pilot covered by this Determination may agree to make an individual flexibility arrangement to vary the effect of terms of the Determination if:
 - 7.1.1 the agreement deals with one or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; or
 - (e) leave loading; and
 - 7.1.2 the arrangement meets the genuine needs of the Company and the Pilot in relation to one or more of the matters mentioned in paragraph 7.1.1; and
 - 7.1.3 the arrangement is genuinely agreed to by the Company and the Pilot.
 - 7.2 The Company must ensure that the terms of the individual flexibility arrangement:
 - 7.2.1 are about permitted matters under section 172 of the Act;
 - 7.2.2 are not unlawful terms under section 194 of the Act;
 - 7.2.3 result in the Pilot being better off overall than the Pilot would be if no arrangement was made;
 - 7.2.4 do not have a detrimental effect on the entitlements, terms and conditions of any other Pilot; and
 - 7.2.5 do not have any effect other than as a term of the Determination.
 - 7.3 The Company must ensure that the individual flexibility arrangement:
 - 7.3.1 is in writing;
 - 7.3.2 includes the name of the Company and the Pilot;
 - 7.3.3 is signed by the Company and the Pilot and if the Pilot is under 18 years of age, signed by a parent or guardian of the Pilot and includes details of:
 - (a) the terms of the enterprise agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;
 - (c) how the Pilot will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 7.3.4 states the day on which the arrangement commences.
 - 7.4 The Company must give the Pilot a copy of the individual flexibility arrangement within 14 days after it is agreed to.
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- 7.5 The Company or the Pilot may terminate the individual flexibility arrangement:
- 7.5.1 by giving no less than 28 days written notice to the other party to the arrangement;
or
 - 7.5.2 if the Company and the Pilot agree in writing—at any time.

8 Dispute settlement procedure

- 8.1 This clause 8 applies to disputes about any matters arising under this Determination or in relation to the National Employment Standards (**NES**) provided that this procedure will not apply to matters relating to a Pilot's flying proficiency, matters of operational safety or Company policies and procedures.
- 8.2 It is important that Pilots and the Company commit to resolving disputes that may arise, however if such a dispute arises the following procedure must be followed:
- 8.2.1 The matter will first be discussed by the affected Pilot(s) and his or her direct supervisor.
 - 8.2.2 If not resolved, the matter will be discussed by the affected Pilot(s) and senior management.
 - 8.2.3 Should an issue remain unresolved, it may be referred by either party to the Commission to resolve through private conciliation and/or arbitration.
- 8.3 Subject to the provisions of this clause, the parties to the dispute will accept the outcome of any arbitration.
- 8.4 If a dispute is referred to the Commission for resolution, the Commission can take any or all of the following actions as it considers appropriate to resolve the dispute:
- 8.4.1 convene conciliation conferences of the parties or their representatives at which the Commission is present;
 - 8.4.2 require the parties or their representatives to confer among themselves at conferences at which the Commission is not present;
 - 8.4.3 request, but not compel, a person to attend proceedings;
 - 8.4.4 request, but not compel, a person to produce documents;
 - 8.4.5 where either party requests, conciliate or make recommendations about particular aspects of a matter about which they are unable to reach agreement; and
 - 8.4.6 subject to clause 8.1 where the matter(s) in dispute cannot be resolved (including by conciliation) and one party or both request, arbitrate or otherwise determine the matter(s) in dispute.
- 8.5 The Commission must follow due process and allow each party a fair and adequate opportunity to present their case.
- 8.6 Any determination by the Commission under clause 8.4.6 must be in writing if either party so requests, and must give reasons for the determination.
- 8.7 Any determination made by the Commission under clause 8.4.6 must not require a party to act in contravention of an applicable industrial instrument or law. Where relevant, and circumstances warrant, the Commission will consider previous decisions of the Commission.
- 8.8 The Commission must not issue interim orders (other than procedural orders), 'status quo' orders or interim determinations.
- 8.9 A Pilot may request to have a representative of his or her choice, which may include a representative of a Registered Industrial Organisation of which they are a member, represent them at any stage of this dispute settlement procedure. Any such representative nominated by the Pilot pursuant to this dispute resolution procedure will be allowed access to the Pilot
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on Company premises, or such other place as may be agreed to between the Company and the Pilot, so that relevant information and instructions can be obtained.

- 8.10 The parties to the dispute are entitled to be represented by legal representatives in proceedings pursuant to this dispute settlement procedure.
 - 8.11 While the parties attempt to resolve a dispute, Pilots must continue to work as normal in accordance with this Determination and the Pilot's contract of employment unless a Pilot has a reasonable concern about imminent risk to safety or health.
 - 8.12 No party will be prejudiced as to the final settlement by the continuance of work in accordance with clause 8.11.
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PART C - EMPLOYMENT RELATIONSHIP AND OTHER MATTERS

9 Employment conditions

9.1 Work organisation and hours of work

9.1.1 Work organisation

- (a) The Company may employ Pilots on a permanent or part time basis.
- (b) Where a Pilot is employed on a part time basis, the entitlements set out in this Determination will apply on a pro-rata basis.

9.1.2 Hours of work

Hours of work will be determined in accordance with;

- (a) the regulations approved by CASA from time to time; and
- (b) general or employer specific exemptions to, or concessions under, the regulations approved by CASA from time to time; and
- (c) a Fatigue Risk Management System (**FRMS**) that has been developed by the Company after consultation with Pilots and approved by CASA to apply to the Company's operations.

9.1.3 The ordinary hours of work are seventy six (76) hours per fortnight, when averaged over a twelve (12) month period.

9.1.4 The ordinary hours of work may be worked within a twenty four (24) hour period spread over seven (7) days, Monday to Sunday inclusive.

9.2 Classifications and duties

9.2.1 Pilots will be employed as Captains or First Officers.

9.2.2 The Pilot's duties may from time to time be altered or changed at the discretion of the Company providing they are within the Pilot's skill, competence and training, and are consistent with safety requirements.

9.2.3 Pilots will diligently and faithfully perform all the duties and responsibilities of their employment and such other duties as may reasonably be required from time to time.

9.2.4 Nothing in this Determination precludes the movement of Pilots between Classifications at the direction of the Company.

9.2.5 The Company's performance appraisal programme and / or Pilot proficiency check(s) will form the basis of any changes to the Pilot's Classification.

9.2.6 Duties and responsibilities will be outlined in the Pilot's job description provided on the commencement of employment and as amended from time to time.

9.3 Pilots will carry out instructions of the Company

9.3.1 If a Pilot requests, a verbal instruction shall be confirmed in writing to the Pilot no later than 96 hours after the verbal instructions are given.

9.3.2 Without limiting the application of sub-clause 9.3.1, a Pilot will observe instructions and requirements contained in this Determination and Company manuals.

9.4 **Exclusive service**

- 9.4.1 Pilots must not fly an aircraft during the period of his or her employment except in the service of the Company unless the Company consents in writing.
- 9.4.2 Pilots must not engage in any paid or unpaid employment which might adversely affect the performance of the duties of their position.
- 9.4.3 Pilots must not claim or accept any fee, gratuity, commission or other benefit from any person or persons other than the Company in payment for services concerned with the duties performed for the Company.

9.5 **Contact details**

- 9.5.1 Pilots will advise the Company in writing of their current residential address, contact telephone number and email address and will keep these details up to date.

9.6 **Probationary periods**

- 9.6.1 Appointments of new Pilots shall be initially for a period of up to six (6) months, in which case the employment may be terminated by either party giving one (1) week's notice within this probationary period.
- 9.6.2 The Company, or the Company's authorised representative, will assess the Pilot's suitability for the position during and prior to the expiration of the probationary period.
- 9.6.3 The probationary period is acknowledged to be an extension of the selection process and is clearly distinguished from permanent employment.

9.7 **Termination of Employment**

- 9.7.1 A Pilot's employment may be terminated by the Pilot giving four (4) weeks' notice to the Company, or by the Company giving four (4) weeks' notice to the Pilot if the Pilot is aged under 45 or (5) weeks' notice if the Pilot is aged 45 or over, or payment in lieu thereof as the case may be.
 - 9.7.2 A reduced period of notice may be accepted when agreed between the Company and the Pilot.
 - 9.7.3 The Company may terminate the employment of a Pilot at any time without notice (unless the NES provides otherwise), if the Pilot:
 - (a) engages in any act or omission constituting serious misconduct in respect of their duties;
 - (b) wilfully fails or wilfully neglects to perform or carry out their powers, functions or duties in an agreed manner;
 - (c) engages in offensive or harassing behaviour;
 - (d) breaches health and safety obligations;
 - (e) breaches policies and/or procedures;
 - (f) is found to be intoxicated or under the influence of illegal drugs;
 - (g) is found to be either providing, or receiving, goods or services without payment;
 - (h) is engaged in any conduct which in the opinion of the Company might tend to injure the reputation or standing of the Company;
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- (i) refuses or neglects to comply with any lawful and reasonable request by the Company, or any other person duly authorised by the Company;
- (j) is found to be stealing;
- (k) is found to have submitted a false entry on their time sheet /card, or entered a false time sheet /card on behalf of another Pilot;
- (l) is convicted of an indictable offence.

- 9.7.4 If a Pilot gives the required period of notice, or having been given the required notice, leaves his or her employment before the end of the notice period without the Company's agreement, the Pilot shall not be paid for the duration of the unauthorised absence.
- 9.7.5 When a Pilot's employment is terminated by the Company for reasons unrelated to their conduct or capacity to perform his or her role, the Company will provide the Pilot with the opportunity to be recent in the licences and endorsements being utilised by the Pilot in the Pilot's employment at the time of the termination or reimburse the costs of the reasonable direct provider cost incurred by the Pilot for the renewal(s) upon production of a receipt within four (4) weeks of the termination date or such other period as agreed
- 9.7.6 Where, at the point of termination, a Pilot has accrued under this Determination an entitlement to a day or days off, the Pilot will receive payment instead of such day or days at the normal rate of salary.
- 9.7.7 Where the Company has given notice of termination to a Pilot for reasons unrelated to the Pilot's conduct or capacity to perform his or her role, the Pilot will receive one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time that is convenient to the Pilot after consultation with the Company.
- 9.8 **Redundancy**
- 9.8.1 Redundancy is a decision made by the Company that the job being performed by a Pilot is no longer required to be performed, and that this decision is not due to the ordinary and customary turnover of labour. If the Company decides that a Pilot's position is redundant, the Company shall discuss with the Pilot different possibilities, such as working in another form of employment and other opportunities besides the ending of their employment.
- 9.8.2 If suitable alternative employment is found for the Pilot by the Company, the Pilot will not be entitled to any payments as prescribed by this provision (irrespective of whether the Pilot accepts the employment or not).
- 9.8.3 If employment is ended because of redundancy then, as well as notice or payment in lieu of notice, the Company will pay to the Pilot a severance payment in accordance with the NES.
- 9.8.4 Reverse date of joining for Pilots will determine the order for compulsory redundancies. Before undertaking compulsory redundancies, the Company will seek expressions of interest. The Company reserves the discretion to accept or reject expressions of interest.
- 9.8.5 The Company shall publish a date of joining list of all Pilots in its permanent employment and thereafter six-monthly.
- 9.8.6 Where an employee is transferred to lower paid duties by reason of redundancy, the Pilot will be given the following minimum notice or paid at the existing salary rate for the notice specified below.
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Period of service	Minimum notice
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Under 1 year continuous service	3 weeks
Over 1 year but under 3 years continuous service	6 weeks
Over 3 years continuous service	8 weeks

9.8.7 A Pilot given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice with the agreement of the Company. If the Company agrees to termination of the employment, the Pilot is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

9.8.8 A Pilot given notice of termination in circumstances of redundancy will 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. If the Pilot has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Pilot must, at the request of the Company, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient. This clause does not confer an additional entitlement beyond clause 9.7.7.

9.9 **Rosters**

Rosters will be compiled and will be managed in accordance with the provisions set out in this Determination and relevant Company policies.

9.10 **Public holidays**

Remuneration for hours worked on a public holiday is included in the annual salary and annual leave entitlements set out in this Determination.

9.11 **Performance management**

9.11.1 The employment is performance based and performance appraisals will be conducted from time to time.

9.11.2 Pilots will be required to attain and maintain an appropriate level of competence.

9.11.3 Unsatisfactory performance shall be addressed by way of counselling and training where required. Continued unsatisfactory performance may result in termination of employment.

9.11.4 Subject to the conditions specified in this Determination and without limiting clause 9.12 below, where the Company requires the Pilot to reach and maintain particular standards for a particular aircraft type or rating, all facilities and other costs associated with attaining and maintaining those standards will be the responsibility of the Company.

9.11.5 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 assessor on the second occasion.

9.11.6 Where a Pilot fails the second check the Pilot may, where practicable, be reclassified to the previous or a mutually agreed position.

9.11.7 A Pilot retains the right to be terminated instead of being re-classified.

9.11.8 Where it is not practicable to re-classify the Pilot, the Company retains the right to terminate the employment.

- 9.11.9 Should the Pilot be assessed as not suitable for a new position prior to being cleared to the line, they will revert back to a position, and pay rate, equivalent to that held prior to the appointment to the new position.

9.12 **Demotion**

- 9.12.1 A demotion is a change to a lower Classification - i.e. from Captain to First Officer.

- 9.12.2 Where a Pilot is being considered for a demotion on the basis of the Pilot's operational suitability, a meeting will be convened to consider the case, subject to the following:

- (a) The meeting will comprise one representative from the Company and one representative of the Pilot's choosing;
- (b) The meeting will take place within 48 hours of the Pilot being informed that demotion was being considered;
- (c) Prior to the meeting the Pilot will have the opportunity to make a written representation for consideration at the meeting;
- (d) The findings of the meeting will be provided to the Chief Pilot who will decide the outcome of the matter.

- 9.12.3 Subject to clause 9.12.2, notwithstanding any other clause in this Determination, the Company may demote a Pilot to a lower Classification where the Company is reasonably of the view that the Pilot's performance or conduct would warrant.

9.13 **Stand down**

- 9.13.1 The Company may stand a Pilot down in certain circumstances.

- 9.13.2 The Company may stand a Pilot down, without payment, when a Pilot cannot be usefully employed for any cause for which the Company cannot reasonably be held responsible.

- 9.13.3 Stand down will only be initiated if the length of stoppage exceeds 5 working days.

- 9.13.4 Should the length of stoppage exceed 5 days, all reasonable efforts will be made to provide those staff affected by the stoppage with alternative duties within their capabilities and qualifications before invoking a stand down provision. Stand down will only be initiated after this avenue has been exhausted.

- 9.13.5 A Pilot may request to take leave during a period of stand down.

- 9.13.6 A period during which the Pilot is stood down does not break a Pilot's continuity of service and counts as service for all purposes.

9.14 **Suspension**

- 9.14.1 The Company has the discretion to temporarily suspend a Pilot from duties whilst conducting an investigation of allegations of misconduct or breach of policies.

- 9.14.2 The period of suspension shall be only as long as reasonably necessary to conclude the investigation. Pilots will continue to receive salary during the suspension period provided that if the allegations are (in the opinion of the Company) substantiated, the Pilot will not be entitled to payment of salary during period of the suspension and appropriate disciplinary action will be taken which may include termination of employment.

9.15 **Deductions from pay**

- 9.15.1 The Company is authorised to deduct monies that are due to a Pilot in the event of overpayment of wages to a Pilot. The Company will deduct a maximum of 5% of

the overpayment amount per pay period (or any greater amount as agreed with the Pilot), provided the deduction is agreed with the Pilot. The Company will provide the Pilot written notification of the amount to be applied and an explanation as to the reason for the overpayment.

9.15.2 The Company reserves the right to recover any outstanding amounts through application to the courts where the amount owing is in excess of the payment to be made to the Company.

9.15.3 The Company will pay any underpayments as soon as is practicable.

9.16 **Return of service**

9.16.1 The cost of type ratings obtained and any command upgrade training undertaken by Pilots employed under this Determination for the purpose of operating Company aircraft will be paid for by the Company. Pilots recognise that these come at a considerable cost and it is a condition of employment that Pilots will execute a Type Deed for the applicable aircraft type prior to the commencement of any endorsement training, and in the case of command upgrade training, a Command Upgrade Deed.

9.16.2 Where a Pilot terminates their employment within two (2) years of a Pilot being checked to line post completion of endorsement training, any unpaid amount of any Type Deed sum is a debt due and owing to the Company by the Pilot, up to an amount not exceeding \$40,000.

9.16.3 Where a Pilot terminates their employment within one (1) year of a Pilot being checked to line post completion of command upgrade training, any unpaid amount of any Command Upgrade Deed sum is a debt due and owing to the Company by the Pilot, up to an amount not exceeding \$22,000.

9.16.4 If a Pilot terminates his or her employment and as a result fails to serve the applicable periods set out in Clauses 9.16.2 or 9.16.3 above, the amount payable under the bond will be prorated to the unexpired period of the bond.

9.16.5 In those cases where a Pilot's employment has been terminated on grounds of redundancy, retirement from employment as a Pilot or on grounds of ill health or similar circumstance, any indebtedness that is owing under an Type Deed or Command Upgrade Deed shall be waived by the Company.

9.17 **Uniforms**

9.17.1 Pilots are required to comply with the Company uniform policy.

9.17.2 Pilots are required to wear the uniform provided by the Company and as modified from time to time.

9.17.3 Pilots acknowledge that an allowance for the maintenance of the uniform has been provided in the annual salary.

9.17.4 Visible face and body piercing, tattoos and excessive jewellery is not permitted.

9.17.5 Pilots may be suspended from duty, without payment, until their presentation is acceptable to the Company.

9.17.6 All uniforms remain the property of the Company and must be returned in a clean condition on termination of employment.

9.18 **Occupational health and safety**

It is a requirement of the employment that the Workplace Health and Safety Act and the Company Policies and Procedures are adhered to.

9.19 **Fitness for work**

- 9.19.1 Pilots must attend for work in a fit state to safely and effectively perform their allocated duties and meet their employment obligations.
- 9.19.2 It is a condition of employment that Pilot remains fit for duty.
- 9.19.3 Where a concern exists regarding a Pilot's fitness for duty, the Company may require the Pilot to undergo such medical tests at the Company's expense that it deems appropriate. The Pilot agrees to undertake such tests as reasonably directed by the Company.
- 9.19.4 If a Pilot is taking medication, or suffers from any condition that may affect or limit their ability to carry out normal job tasks, they are to advise the Company before starting work and discuss alternative work arrangements.
- 9.19.5 Subject to any entitlement to personal leave, Pilots are not entitled to payment for any time for which they are required to work, but are prevented from doing so by the Company due to the Pilot being (in the opinion of the Company) unfit for work.
- 9.19.6 It is a condition of employment that the Company is advised without delay of any condition, physical or mental, that could affect a Pilot's work or the health and safety of other Pilots.

9.20 **Drugs, alcohol and smoking**

- 9.20.1 Pilots are not permitted to commence, undertake or return to work, while under the influence of alcohol or drugs.
- 9.20.2 Pilots are only permitted to smoke during approved work breaks and in a designated smoking area.
- 9.20.3 Smoking is not permitted in any enclosed workplace, or when in company uniform.
- 9.20.4 Any breach of this provision will result in disciplinary action which may lead to termination of employment.

9.21 **Copy of Determination and NES**

The Company shall provide a copy of this Determination and the NES to Pilots.

9.22 **Company property**

- 9.22.1 The Company will provide Pilots with appropriate equipment, products and consumables to carry out the requirements of the position. Any losses by way of theft or accident must be reported to management on the day they are lost or damaged.
- 9.22.2 The Company may, after full investigation, hold the Pilot responsible for the cost of such losses.
- 9.22.3 The Company reserves the right to inspect a Pilot's locker, bag and vehicle if kept on the Company's premises.

9.23 **Right to request part time employment**

A Pilot may request that his or her full time employment be changed to part time employment. If such a request is granted, the Pilot will be entitled to pay and conditions under this Determination on a pro rata basis to those received by Pilots employed on a full-time basis.

9.24 Change of Classification

Temporary

- 9.24.1 The Company may require a Pilot to carry out flying duties of a different Classification either within the Pilot's home base or at a temporary transfer base.
- 9.24.2 If the relief or temporary transfer involves flying duties of a Classification attracting a higher level of remuneration and/or employment benefit, the Pilot will be paid for all such duties at the applicable higher rate and benefit appropriate to the Pilot's period of service with the Company for a minimum of one week. The remuneration rate and benefits will return to the Pilot's normal rate at the expiry of the relief/transfer or one week, whichever is the latter.
- 9.24.3 If, during a relief or temporary transfer, a Pilot is required to carry out flying duties in a Classification attracting a lower level of remuneration, the Pilot will continue to receive their existing salary.

Permanent

- 9.24.4 On a change of Classification, years of service with the Company will determine the incremental level in the new Classification.
- 9.24.5 On promotion to a different Classification attracting a higher remuneration, the Pilot will maintain their existing salary until proficient in the new Classification.

Transfer to lower paid duties

- 9.24.6 Where a Pilot is transferred to lower paid duties by reason of reduction of establishment or phase out or withdrawal of aircraft type, the Pilot will be given the following minimum notice or paid at the existing salary rate for the notice specified below.

Period of service	Minimum notice
Under 1 year continuous service	3 weeks
Over 1 year but under 3 years continuous service	6 weeks
Over 3 years continuous service	8 weeks

9.25 Selection and employment process

- 9.25.1 The Company recognises that Pilots who join the Company do so with an expectation of a career path within the business. Further, the Company recognises that Pilots' desired career path may include aspirations including, but not limited to, advancement through the Pilot Classifications and opportunity to be involved in training and checking activities. The Company supports career growth for Pilots and is committed to providing the above opportunities to all Pilots within the confines of the opportunities available within the Company.
- 9.25.2 To facilitate career opportunities and support the above principles, the process in clause 9.25.3 to clause 9.25.8 will apply.
- 9.25.3 All vacancies for Classification change, higher duties and base transfers will be first advertised internally for a period of not less than seven (7) days.
- 9.25.4 The content to be contained in each advertisement will include (as applicable for EOIs/standing bids):
- (a) Fleet type;
 - (b) Location of vacancy;

- (c) Closure date of bid;
- (d) Number of vacancies at each location; and
- (e) Commencement date of technical training.

- 9.25.5 After the closing date of the advertisement, the Company will assess Pilots against the promotional criteria specified in the Flight Administration Manual.
- 9.25.6 The Pilots who are assessed as suitable will be contacted by the General Manager Flight Operations (or delegate) and provided a letter of appointment that includes conditions and terms of the appointment.
- 9.25.7 Should a Pilot subsequently withdraw their bid after signing the letter of appointment and before training commences, the Pilot may subsequently be considered frozen for the period of any relevant freeze period.
- 9.25.8 The Company retains the discretion to make appointments from applicants in a manner that facilitates risk prioritisation and business needs. Subject to this discretion when assessing applications, the Company will apply a position that is consistent with the Flight Administration Manual.

9.26 Transfers

Permanent

- 9.26.1 For a Pilot who is permanently transferred to another base at the direction of the Company, the Company will pay all reasonable expenses incurred by the Pilot for the consequential removal of the Pilot, immediate family (including dependent children under 21 years of age), and their furniture, possessions and personal effects as approved by the Company prior to the transfer.
- 9.26.2 Reverse date of joining will determine the order for assigned permanent base transfers. Prior to any compulsory transfers the Company shall seek expressions of interest. The Company reserves the right to accept or refuse any expressions of interest.
- 9.26.3 A Pilot transferred to a new home base will have the costs of appropriate accommodation paid by the Company until the Pilot has obtained suitable permanent accommodation for a period of up to two weeks.
- 9.26.4 A Pilot will be given no less than 56 days written notice by their employer of an intended permanent transfer, provided that within this period the Pilot will be given at least 28 days written notice of the actual date of transfer.
- 9.26.5 The Pilot and the Company may mutually agree in a specific case that a shorter period of time represents adequate notice.
- 9.26.6 Where a Pilot is permanently transferred they will be granted upon arrival at their new base such period of time, as they require up to a maximum of five days, free of all duty not including rostered days off to attend to personal matters arising from them being so transferred.

Temporary

- 9.26.7 A Pilot who is to be sent on a temporary transfer at the direction of the Company will be notified as soon as possible in advance, but unless the Pilot consents to less notice, this will in no case be later than 48 hours prior to the Pilot's scheduled departure from the Pilot's home base to commence such transfer.

- 9.26.8 Reverse date of joining will determine the order for assigned temporary base transfers. Prior to any compulsory transfers the Company shall seek expressions of interest. The Company reserves the right to accept or refuse any expressions of interest.
- 9.26.9 A Pilot whose child is due to be born will wherever possible, not be required by their Company to transfer away from the Pilot's home base during the two week period immediately preceding the anticipated confinement of their spouse or de facto partner and during the two-week period immediately following the birth of the child.
- 9.26.10 On completion of a temporary transfer assignment a Pilot will be granted one day free of all duty for each week or part thereof in respect of the Pilot's period of transfer at their home base.
- 9.26.11 Until such time as agreed alternative accommodation becomes available the provisions of clause 9.27.6 will apply to a Pilot on temporary transfer. The cost of such agreed alternative accommodation will be paid by the Company.
- 9.26.12 Where the temporary transfer is to be for a period in excess of 28 days the Company will pay the cost of travel for the Pilot's spouse or de facto partner and each dependent child as defined to join the Pilot when the agreed alternative accommodation is occupied by the Pilot. 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 Pilot will be entitled to reimbursement of the travel and accommodation costs of the Pilot's spouse or de facto partner and each dependent child.
- 9.26.13 In the case of a temporary transfer a Pilot will be reimbursed any actual reasonable personal expense to which the Pilot incurred as a result of such transfer away from the Pilot's home base.
- 9.26.14 If a Pilot on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either the Pilot's expense arrangements or the terms of the Pilot's transfer, the Pilot will be allowed additional expenses subject to the approval of the Company, and either the Pilot or the Company may raise for attention any inadequacy of terms of the transfer.

9.27 Allowances

Provision of transport and travel

- 9.27.1 A Pilot when required by the Company:
- (a) to undertake any travel in the course of their employment;
 - (b) when required by the Company or CASA, subject to the Company's prior approval, to undertake any travel for the purposes of any training or certification; or
 - (c) for any other reason in the course of their employment,
- will be provided with travel for all such duty travel at no expense to the Pilot.
- 9.27.2 Where the Company requires a Pilot to layover the Company will provide accommodation and travel at no cost to the Pilot and be confirmed prior to departure from home base.
- 9.27.3 Where any travel undertaken involves an overnight stop or stops, meals and accommodation arrangements will be in accordance with the provision of clause 9.27.6.
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- 9.27.4 A Pilot will not be required to use their private vehicle on Company business without agreement with the Pilot. For the avoidance of doubt, this clause does not include private vehicle commuting from a Pilot's place of residence to home base.

Communications allowance

- 9.27.5 A Pilot will be paid an annual communication allowance of \$720.00 to be paid in equal instalments in each pay period.

Accommodation and meal allowance

- 9.27.6 When a Pilot is required in the course of employment to layover from the Pilot's home base, the Pilot will be reimbursed all costs necessarily incurred in relation to accommodation and meals, in addition to an allowance of \$22.77 per night. The additional allowance does not apply in the case of a temporary transfer from home base.

9.27.7 Accommodation at non-capital cities

- (a) A list of approved accommodation locations for non-capital city locations shall be compiled prior to the commencement of this Determination on the basis of mutual consultation between the Company and one Pilot representative per Union. The list of accommodation reflects ports that the Company operates to on a regular basis.
- (b) If the Company or PWG proposes a change to the approved accommodation locations, they shall notify the other party of the proposal. The existing arrangements shall continue until any change to the approved accommodation locations has been agreed between the Company and the PWG.
- (c) Where the Company proposes to commence operations to a port not on the list of approved accommodation locations, the Company and the PWG will agree to a list of approved accommodation locations for that port.
- (d) If on an ad hoc basis the Company needs to provide accommodation at a port not on the list of approved accommodation, the accommodation shall be sourced from a Qantas Group approved service provider or in the absence of such, appropriate accommodation will be provided.
- (e) Appropriate accommodation is at a minimum, quiet and free from factors which may reduce adequate rest, and provides a separate room with a toilet, minimum size of double size bed, block out curtains, couch or chair, closet, air conditioning and heating for each Pilot.
- (f) When accommodation is provided that is not on the list of approved accommodation or where overnight accommodation provided is at a mine site, a Pilot will be paid a hardlying allowance of \$159.81.

- 9.27.8 In capital cities, the Company will provide accommodation standards to a level consistent with that provided prior to the commencement of this agreement. An example of current accommodation for this purpose is at Hyatt Place, Essendon Fields in Melbourne. In determining such future accommodation, due regard must be given to the locality, environment inside and outside of the hotel, noise, transport, availability of acceptable standards of meals, services and recreational facilities.

- 9.27.9 Where a Pilot commences a tour of duty to or from a layover port involving duty during a meal period and such duty exceeds 30 minutes the Pilot will be provided with a meal and be paid the following allowances:

	Allowance
	\$
0630-0800 hours	37.85
1200-1330 hours	53.45
1800-2000 hours	75.00
Incidentals	35.05

The allowances will be adjusted in line with any future Australian Taxation Office tax determinations (currently TD2025/4 (Table 2)) while this Determination remains operative.

Reimbursement of expenses - generally

- 9.27.10 The Company will reimburse a Pilot within a reasonable timeframe (and in accordance with the Flight Administration Manual) for all costs necessarily incurred by the Pilot which are associated with the operation of the aircraft, including expenses relating to the entertainment of or assistance rendered to passengers or clients.

Duty Variation Allowance

- 9.27.11 A Pilot will be paid a Duty Variation Allowance (**DVA**) when a Pilot accepts an alternate duty that is outside of the buffer period defined in clause 20.3.1 or a duty is delayed by more than two hours.
- 9.27.12 Until the Company provides notice otherwise, the Pilot must submit a claim for a DVA to receive payment.
- 9.27.13 The DVA will be payable for each hour (or part of each hour) that the duty is outside of the buffer period.
- 9.27.14 The DVA amount is set out in Schedule 1.
- 9.27.15 The total amount of the DVA payable will be capped at three (3) hours' pay. With the exception of a Working on a Rostered Day Off payment in accordance with clause 10.6.6, no other payments (including IPDs) will be made in respect of duty changes.

Early Call Allowance

- 9.27.16 A Pilot will be paid an Early Call Allowance when a Pilot signs on within 90 minutes of being called out from reserve.
- 9.27.17 The Early Call Allowance is set out in Schedule 1.

Passport Reimbursement

- 9.27.18 The Company will reimburse the cost of an 'ordinary passport' as defined by the Australia Passport Office. For the avoidance of doubt, this reimbursement will not cover any additional fees including priority processing and will apply only to passport costs incurred following commencement of this Determination.

9.28 Accident pay

A Pilot who is receiving workers' compensation payments is entitled to the higher of:

- 9.28.1 the percentage of earnings paid under any statutory entitlements; or
- 9.28.2 the amount of accident compensation make-up pay the Pilot would be entitled to under the *Air Pilots Award 2020 (Award)*, where this amount is calculated at the rates of pay that apply under the Award.

For the avoidance of doubt, where 9.28.1 applies, the clause does not impose an obligation on the Company to pay any more than the relevant statutory obligation.

9.29 Indemnity

A Pilot will not be required to pay for damage or loss of aircraft or equipment used in the service nor will any lien or other claim be made by the Company upon the Pilot's estate. Any claim made by any member of the public, passenger or other person upon the Pilot's estate as a result of any accident or happening caused by the Pilot when duly performing their nominated duty, whether efficiently or, as may be subsequently determined, negligently, will be accepted as a claim made against the Company. The Company will be solely responsible for all claims as a result of operations by or travel in their aircraft. The foregoing will not apply to a Pilot who is found by the Company to have deliberately or recklessly performed his or her nominated duty in a manner contrary to law or the Company's policy.

9.30 Maximum Trip Length

- 9.30.1 A maximum Trip length of four calendar days and three nights will apply to a duty, unless otherwise agreed with the Pilot.
- 9.30.2 Clause 9.30.1 does not apply to Pilots delivering or undertaking simulator training.
- 9.30.3 The maximum Trip length for a Pilot undertaking simulator training shall not exceed the duration of the required training and reasonable travel time unless otherwise agreed with the Pilot.
- 9.30.4 The maximum Trip length for a Pilot delivering simulator training shall not exceed a maximum of 21 days away from home base unless otherwise agreed with the Pilot.

9.31 Pilot Working Group (PWG)

- 9.31.1 The Company will establish a communication process with the Pilot representatives to discuss general workplace issues.
 - 9.31.2 PWG Pilot representatives shall be rostered to attend PWG meetings with Company management at least once per quarter in a calendar year or at regular intervals agreed by the Company and the unions.
 - 9.31.3 The PWG will be comprised of up to four (4) NAA Pilot representatives including:
 - (a) one Pilot nominated from each of the unions covered by this Determination (TWU, AFAP and AIPA); plus
 - (b) one (1) Pilot representative elected by the NAA Pilots in accordance with clause 9.31.5.
 - 9.31.4 The unions may nominate one alternative PWG Pilot representative to attend meetings in the absence of the nominated attendees.
 - 9.31.5 Election of the one (1) PWG Pilot representative will be via an electronic ballot every two (2) years. The initial election will be held within three months from the commencement date of this Determination. All Company Pilots will have the opportunity to nominate and will be given 14 days' notice of an election and the method for nomination in writing. All Company Pilots will be eligible to vote in the ballot and will be provided 7 days' opportunity to vote.
 - 9.31.6 The objectives of these meetings include:
 - (a) to assist the Company in handling challenges and changed circumstances that may arise due to the growth of the Company; and
 - (b) to provide a forum for communication with Pilots on workplace issues (including changes to Company policies and procedures) that affect them
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- 9.31.7 Each Union shall be entitled to request up to four days per calendar year for its PWG Pilot representative to be released on pay to attend Company related activities.
- 9.32 **Freeze Periods**
- 9.32.1 A Pilot who successfully completes training into a new aircraft type or new position will be subject to a freeze period for a duration of three years. The freeze period can be waived at the discretion of the Company.

PART D - PAY AND RELATED MATTERS

10 Pay

- 10.1 **Annual salary and incremental pay scale for Captains**
- 10.1.1 Each Captain will receive an amount of twelve months' back payment, being the difference between their annual salary immediately prior to the operation of this workplace determination and the commencement annual salary contained within it, as set out in clause 10.1.2, pro-rated to reflect the portion of time the Captain was employed by Network during the 12 month period immediately prior to the operation of this workplace determination. Network will deduct any quarterly payments it has made to the pilot in that same twelve-month period from the amount of backpay calculated.
- 10.1.2 The annual salaries for Captains at year one (1), year three (3), year five (5), year seven (7) and year ten (10) levels under this Determination will be as set out from the first full pay period (**FFPP**) in the following tables:

Captains (F100/E190)

Captains (F100/E190)

Pilot's length of service with the Company	Annual Salary from the FFPP on or after Determination commencement	Annual Salary from the FFPP on or after 15 October 2025 (3%)	Annual Salary from the FFPP on or after 15 October 2026 (3%)
Commencement	\$204,424.85	\$210,557.59	\$216,874.32
3 years	\$210,557.59	\$216,874.31	\$223,380.54
5 years	\$216,874.32	\$223,380.55	\$230,081.97
7 years	\$223,380.55	\$230,081.97	\$236,984.43
10 years and above	\$230,081.97	\$236,984.43	\$244,093.96

Captains (A319/A320)

Pilot's length of service with the Company	Annual Salary from the FFPP on or after Determination commencement	Annual Salary from the FFPP on or after 15 October 2025 (3%)	Annual Salary from the FFPP on or after 15 October 2026 (3%)
Commencement	\$226,663.94	\$233,463.86	\$240,467.77
3 years	\$233,464.94	\$240,468.89	\$247,682.95
5 years	\$240,467.77	\$247,681.80	\$255,112.26
7 years	\$247,681.80	\$255,112.26	\$262,765.62

10 years and above	\$255,112.26	\$262,765.62	\$270,648.59
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10.2 Annual salary and incremental pay scale for First Officers

10.2.1 Each First Officer will receive an amount of twelve months' back payment, being the difference between their annual salary immediately prior to the operation of this workplace determination and the commencement annual salary contained within it, as set out in clause 10.2.2, pro-rated to reflect the portion of time the First Officer was employed by Network during the 12 month period immediately prior to the operation of this workplace determination. Network will deduct any quarterly payments it has made to the pilot in that same twelve-month period from the amount of backpay calculated.

10.2.2 Subject to clause 10.3, the annual salaries for First Officers at year one (1), year three (3), year five (5) and year seven (7) levels (year seven (7) level for A319/A320 First Officers only) under this Determination will be as set out from the first full pay period (**FFPP**) in the following tables:

First Officers (F100 / E190)

Pilot's length of service with the Company	Annual Salary from the FFPP on or after Determination commencement	Annual Salary from the FFPP on or after 15 October 2025 (3%)	Annual Salary from the FFPP on or after 15 October 2026 (3%)
Commencement	\$133,158.90	\$137,153.66	\$141,268.27
3 years	\$137,153.67	\$141,268.28	\$145,506.33
5 years and above	\$141,268.28	\$145,506.33	\$149,871.52

First Officers (A319/A320)

Pilot's length of service with the Company	Annual Salary from the FFPP on or after Determination commencement	Annual Salary from the FFPP on or after 15 October 2025 (3%)	Annual Salary from the FFPP on or after 15 October 2026 (3%)
Commencement	\$147,646.59	\$152,075.98	\$156,638.26
3 years	\$152,075.98	\$156,638.26	\$161,337.41
5 years	\$156,638.26	\$161,337.40	\$166,177.53
7 years and above	\$161,337.40	\$166,177.53	\$171,162.85

10.3 Reasonable additional hours

10.3.1 Unless otherwise specified in this Determination, the annual salary set out in this Determination is inclusive of:

- (a) payment for a reasonable amount of additional hours;
- (b) payment for hours worked outside of the ordinary hours of work; and
- (c) loadings, penalties, allowances and public holiday entitlements.

10.3.2 For the purposes of this Determination, 'reasonable' shall mean the total of ordinary and additional hours worked each week and will not exceed ninety (90) hours of cumulative duty in any consecutive fourteen (14) days provided that over a 12 month period hours will not exceed 1976 hours (38 hours x 52 weeks). Hours for this purpose means the period from sign on to sign off for each duty (it does not include periods between sign on and sign off in a slip port).

10.4 Duty Hour Allowance

Pilots shall be entitled to a Duty Hour Allowance (**DHA**) as set out in Schedule 1 from the first full pay period after the commencement of this Determination.

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

DHA will be treated as a wage-related allowance and will be adjusted from time to time in accordance with any changes to applicable Pilot salaries.

10.5 Training Pilot Allowances

A Pilot in a training role identified below will be paid a fixed allowance per annum. The allowance is to be prorated and paid in equal amounts in each pay period from the first full pay period after the commencement of this Determination.

- Simulator Check Captain (including Examiners and Accreditors): \$49,000
- Line Check Captain: \$45,500
- Line Training Instructor: \$35,000
- Simulator Instructor: \$23,920

10.6 Additional benefits

The following additional benefits are provided by the Company to the Pilot during employment:

10.6.1 Income protection insurance

The Company will provide income protection insurance or similar cover that is available to the Company. If the Company is unable to secure income protection insurance on terms acceptable to the Company, then the Company will reimburse the Pilot, upon production of a receipt, for expenditure on such insurance up to \$1,500 per annum.

10.6.2 Term life and total and permanent disability insurance

The Company will provide term life and total and permanent disability insurance. If the Company is unable to secure term life and total and permanent disability insurance on terms acceptable to the Company, then the Company will reimburse the Pilot upon production of a receipt, for expenditure on such insurance up to \$500 per annum.

10.6.3 Loss of Licence Insurance

Pilots will have the option of opting out of the insurance coverage identified in 10.6.1 and 10.6.2 and opting into Loss of Licence insurance. The Company will reimburse each Pilot who exercises this option and opts to take out Loss of Licence insurance the sum of \$2,963 per annum (upon production of a receipt) as set by the *Air Pilots Award 2020* and as varied from time to time or as replaced.

10.6.4 Jeppesen subscription

The Company will provide each Pilot with access to any required Jeppesen operational documentation (as varied from time-to-time).

10.6.5 Additional Hourly Payment

Where a Pilot flies more than 59 flying hours in a roster period, the Pilot will be entitled to receive an additional hourly payment.

The additional hourly payment for each hour will be calculated by dividing the Pilot's annual salary as found in clauses 10.1.2 or 10.2.2 by 767.

For the purpose of calculating the flying hours in a roster period for this clause:

- (i) a Pilot will receive a credit of one flight hour for each flight simulator duty hour worked, to a maximum of four hours per simulator duty;

(ii) a Pilot will receive a credit of one flight hour for each company-approved administrative ground duty hour worked, to a maximum of two hours per day; and

(iii) a Pilot on annual leave will receive a reduction to the flying hours prorated for the period of annual leave taken during the roster period.

Hours accrued for the period a Pilot is undergoing a type rating do not contribute to the flying hour thresholds for an additional hourly payment.

For part hours in excess of the flying hour threshold, the payment will be pro-rated.

Until the Company provides notice otherwise, the Pilot must submit a claim for an additional hourly payment to receive payment.

10.6.6 **Working on a Rostered Day Off**

Where a Pilot agrees to work a duty on a Rostered Day Off, the Pilot will receive a Working on a Day Off payment as set out in Schedule 1.

Where a duty infringes into a Rostered Day Off, the Pilot will receive a Working on a Day Off payment as set out in Schedule 1.

Until the Company provides notice otherwise, the Pilot will need to submit a claim for working on a Rostered Day Off to receive payment.

10.7 **Payment of wages and superannuation**

10.7.1 Wages shall be paid fortnightly in arrears by electronic funds transfer to a financial institution nominated in writing by the Pilot.

10.7.2 The Company will make superannuation contributions to a complying superannuation fund in respect of each Pilot. The superannuation fund to which contributions will be made in respect of a Pilot will be the fund chosen by that Pilot which is consistent with the choice of fund regime.

10.7.3 If a Pilot does not select a superannuation fund in accordance with the choice of fund regime, the Company will request the Australian Taxation Office to advise if the Pilot has an existing superannuation fund (**Stapled Fund**), to which the Company will make superannuation contributions. In the event that the Pilot does not choose a superannuation fund and does not have an existing Stapled Fund, the superannuation contributions in respect of that Pilot will be made to the Qantas Superannuation Plan (or any successor to that plan) being a fund that offers a MySuper product as the default fund for the purposes of the choice of fund regime.

10.7.4 Subject to the governing rules of the relevant superannuation fund, a Pilot may, in writing, authorise the Company to pay on behalf of the Pilot a specified amount from the post-taxation wages of the Pilot into the same superannuation fund as the Company makes the superannuation contributions.

A Pilot may adjust the amount the Pilot has authorised the Company to pay from the wages of the Pilot following the giving of three months' written notice to the Company.

10.8 **Automation of allowances**

The Company will endeavour to automate the claim process for allowances provided for in Schedule 1 within the life of the Determination.

PART E - LEAVE

11 Annual Leave

- 11.1 The Pilot shall be entitled to 42 days paid annual leave (inclusive of Saturdays, Sundays and Public Holidays) for each completed year of service (excluding any periods of unapproved and/or unpaid absences).
- 11.2 Annual leave will be allocated pursuant to the annual leave allocation process that has been agreed with Pilots and is in place at the time that this Determination becomes operative.
- 11.3 The Company may assign excess annual leave to Pilots with one (1) month's written notice. A shorter period of notice may be granted by mutual agreement. Excess annual leave is any amount of annual leave in excess of 42 days. Excess leave is accumulated in the manner set out in the annual leave allocation process.
- 11.4 Annual leave may be 'cashed out' up to a maximum of 14 days provided that:
 - 11.4.1 the cashing out would not result in the Pilot's remaining accrued entitlement to paid annual leave being less than 4 weeks;
 - 11.4.2 the agreement to cash out the leave is recorded in writing between the Pilot and the company; and
 - 11.4.3 the Pilot is paid the full amount that would have been payable to the Pilot had the Pilot taken the leave forgone.
- 11.5 A Pilot must take an amount of annual leave during a particular period if the Pilot is directed to do so by the Company because, during that period, the Company shuts down the business, or any part of the business, in which the Pilot works.
- 11.6 When the workplace is closed, Pilots must take the annual leave as directed or if they have no accrued annual leave the Pilot is required to take unpaid leave.
- 11.7 The Company shall publish annual leave results within six (6) weeks for bulk annual leave requests from the closure of bulk annual leave bidding. Except where unforeseen circumstances prevent publication, at which time the Company will consult with the PWG with respect to a revised timeframe. Annual leave results do not incorporate ad hoc requests approved post roster publish.
- 11.8 Approval of ad hoc leave requests are subject to Company discretion. Ad hoc leave requests will be approved or denied by the Company within 7 days of receiving the request.

12 Long service leave

- 12.1 The long service leave legislation of the relevant state shall apply to the Pilot covered by this Determination.
- 12.2 Taking long service leave must be by agreement. The Pilot is required to provide two (2) weeks' notice of the date from which the leave is to be taken. A shorter period of notice may be granted by mutual agreement with the Company.
- 12.3 Subject to long service leave legislation, a Pilot may request that long service leave be taken for twice the duration of the accrued entitlement at half the rate of pay that the Pilot would be otherwise entitled to receive.

13 Personal leave: sick leave and carer's leave

- 13.1 A Pilot will accrue ten (10) days of paid personal leave per annum based on continuous service.
 - 13.2 Notwithstanding any provision to the contrary in the Qantas Group policy, a certificate from a medical practitioner, or other evidence satisfactory to the Company, must be provided for leave to be classed as paid personal leave.
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- 13.3 Paid personal leave is calculated on the Pilot's rate of pay at the time of taking the leave, and shall accrue from year to year. Personal leave does not accrue during any period of unpaid leave.
- 13.4 The balance of paid personal leave is not paid out upon termination of employment.
- 13.5 Where the Pilot has exhausted all other paid personal leave entitlements, the Pilot is entitled to two days unpaid carer's leave on each occasion that a member of the Pilot's immediate family or household requires care and support due to illness or injury or an unexpected emergency affecting the family member. For absences to be classed as unpaid carers leave, the Pilot must provide proof of the illness or injury if requested by the Company.
- 13.6 The Pilot is required to notify the Regional Operations Centre (**ROC**) before their starting time on the first day of absence of their inability to attend for duty and where practicable state the nature of the illness or injury and the estimated duration of the absence.
- 13.7 An SMS message, or a message left with another Pilot, is not considered acceptable as contact with the ROC.

14 Upper Respiratory Tract Infection (URTI) leave

- 14.1 A Pilot is entitled up to six working days per annum (non-accruable) for sickness associated with an upper respiratory tract infection. The Company may require the production of specific medical certificate from a medical practitioner to support such absences.

15 Leave without pay

- 15.1 Leave without pay may be approved by the Company pursuant to Company policy.

16 Compassionate leave

- 16.1 The Pilot is entitled to 3 days paid compassionate leave per occasion in accordance with the following:
 - 16.1.1 For spending time with a member of their immediate family or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life.
 - 16.1.2 After the death of a member of the Pilot's immediate family or household.
 - 16.1.3 A child is stillborn, where the child would have been a member of the Pilot's immediate family, or a member of the Pilot's household, if the child had been born alive.
 - 16.1.4 The Pilot, or the Pilot's spouse or de facto partner, has a miscarriage.
 - 16.2 For the purposes of this Determination, the Pilot's immediate family means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Pilot or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Pilot.
 - 16.3 For absences to be classed as compassionate leave, the Pilot must provide proof of the illness, injury or death if requested by the Company.
- ## 17 Jury duty
- 17.1 A Pilot shall be allowed an approved leave of absence during any period when legally required to attend for jury duty.
 - 17.2 The Pilot must notify the Company as soon as possible of the date upon which they are required to attend jury service and may also be required to produce proof of attendance for jury service.
 - 17.3 The Company shall reimburse the Pilot the difference between the amount paid in respect of their attendance for jury service and the amount the Pilot would have received in respect of their ordinary time earnings.
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18 Parental leave

- 18.1 Parental leave will be provided in accordance with the Qantas Group Parental Leave Policy as amended from time to time. Where the Parental Leave Policy does not cover specific matters it may be covered by this Determination or in accordance with the NES.
- 18.2 After completing more than one year's continual service with the Company, a Pilot is entitled up to 52 weeks unpaid parental leave following the birth or adoption of a child.
- 18.3 A Pilot is required to give ten weeks' notice before parental leave is taken.
- 18.4 A pregnant Pilot may be transferred to safe duties if required by either the Company or the registered medical practitioner without loss of pay or conditions.
- 18.5 When returning to work, the Pilot is required to provide four (4) weeks' notice.
- 18.6 A Pilot will return to their previous position, duties and hours of work. If that position is no longer available, the Pilot will be given a comparable position in pay, status and working hours (where available).
- 18.7 If the Pilot does not wish to return to their previous position, duties and hours of work, continued employment will be subject to the availability of a suitable position.

19 Family and Domestic Violence leave

- 19.1 Family and domestic violence leave is provided for in accordance with the NES.
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PART F – ROSTERING

20 Rostering Practices

This Part includes some matters previously contained in the Company's Rostering Protocol. Matters contained in the Rostering Protocol that are not included in this Part may, at Company discretion, be incorporated into the Company's Flight Administration Manual.

References in this Part to CAO 48 mean the Company's CAO 48.1 Appendix 7 FRMS (including any FRMS trial, as approved by CASA and varied from time-to-time) or other applicable CAO 48.1 ruleset.

Flight and duty time limitations will be as determined by the applicable CAO 48.1 ruleset (including any Appendix 7 FRMS or FRMS trial) as varied from time-to-time unless a more restrictive limitation applies under this Determination.

The Company shall endeavour to provide an equitable allocation of Duty Hours for Pilots over a roster period.

20.1 Rostered Day Off (RDO)

- 20.1.1 Pilots are entitled to a total of nine (9) RDOs per twenty-eight (28) day roster period, with four (4) pairings of RDOs to occur within a roster period.
- 20.1.2 A Pilot will be rostered at least one paired RDOs for one (1) weekend each roster period.
- 20.1.3 RDO means a period of at least thirty-six (36) hours' free from duty for a single RDO, with an additional twenty-four (24) hours free from duty for each subsequent RDO.
- 20.1.4 A Pilot is not required to sign on earlier than 0400 the day after the calendar day which is designated as an RDO.
- 20.1.5 Unless otherwise agreed between the Pilot and Company, RDOs will be rostered to occur at the Pilot's home base.
- 20.1.6 An RDO may be rostered away from home base whilst undergoing training other than recurrent training. An RDO may be rostered away from home base whilst delivering simulator training.
- 20.1.7 Notwithstanding clause 20.1.3 which provides minimum periods free of duty, reserve periods with a commencement time prior to 0400 may still be allocated following an RDO.
- 20.1.8 Where a Pilot takes any leave approved in advance during a roster period, RDOs will be pro-rated in accordance with the following:

Leave days	Rostered days off
0	9
1	9
2	8
3	8
4	8
5	7
6	7
7	7
8	6
9	6

Leave days	Rostered days off
10	6
11	5
12	5
13	5
14	5
15	4
16	4
17	4
18	3
19	3
20	3
21	2
22	2
23	2
24	1
25	1
26	1
27	0
28	0

20.2 Sign On/Sign Off Times - Annual Leave

- 20.2.1 For periods of Annual Leave six (6) consecutive calendar days or less, a Pilot will not be planned to sign off later than 2200 the calendar day before the period of Annual Leave and planned to sign on no earlier than 0400 the calendar day after the period of Annual Leave.
- 20.2.2 For periods of Annual Leave seven (7) consecutive calendar days or more, a Pilot will not be planned to sign off later than 2000 the calendar day before the period of Annual Leave and no earlier than 0800 the day after the calendar day after Annual Leave.
- 20.2.3 A Pilot will not be rostered any simulator training or line check within seven (7) days of the first calendar day after a period of Annual Leave seven (7) consecutive days or more, unless required to maintain currency.

20.3 Re-assignable Periods

- 20.3.1 Changes made greater than twenty-four (24) hours before a Pilot's rostered duty will be wholly contained within a Re-assignable Period that includes the Pilot's original rostered Duty Period plus a buffer period totalling two (2) hours (Buffer Period), unless otherwise agreed with the Pilot.
- 20.3.2 Unless otherwise agreed with the Pilot, there will be no changes to the planned rostered duty of a Pilot within twenty-four (24) hours of the rostered duty.
- 20.3.3 The Re-assignable Period will be no longer than twelve (12) hours.
- 20.3.4 During a Re-assignable Period the Pilot must remain contactable for the period and any duty allocated to the Pilot must be entirely contained within the Re-assignable Period, unless otherwise agreed by the Pilot.

- 20.3.5 A Pilot may not be allocated a Duty Period that commences within 5 hours of the end of the Re-assignable Period, unless otherwise agreed by the Pilot.
- 20.3.6 In accordance with clause 9.27.11, a DVA will apply where a Pilot:
- (a) accepts an alternate duty that is not wholly contained within the Buffer Period; or
 - (b) an alternate duty is delayed by more than two (2) hours.
- 20.3.7 A Re-assignable Period is able to be converted into a duty, but not a period of reserve or an Available Day.
- 20.3.8 For any avoidance of doubt, a Pilot who is displaced from their original rostered duty will only be assigned a duty or Re-assignable Period that falls entirely within the defined buffer periods and is not required to accept a duty outside of the buffer period.
- 20.4 **Available Days (A Day)**
- 20.4.1 A Days may form part of a Pilot's published roster. However, displacement from a duty once a roster is published will not result in an A Day and will instead become a Re-assignable Period in accordance with clause 20.3. A Pilot cannot be allocated a Reserve Period on an A Day.
- 20.4.2 A duty assigned on an A Day must be assigned prior to sign off from a Pilot's last Duty Period, Reserve Period or Re-assignable Period prior to the A Day, otherwise the A Day becomes an Unavailable Day.
- 20.4.3 A Pilot will not be assigned any duties on an Unavailable Day unless the Pilot agrees.
- 20.5 **Airport Duty**
- 20.5.1 From the commencement of this Determination the Company will implement a process for Pilots to elect not to be rostered Airport Duties. The election period will be completed and implemented no later than the FFPP on or after 1 October 2025. A Pilot will be required to so elect for a minimum period of one year. The election process will be held annually and implemented by the FFPP on or after 1 October each subsequent year.
- 20.5.2 Subject to 20.5.1, the Company may require a Pilot to carry out an Airport Duty at the Pilot's home base airport or temporary transfer base airport.
- 20.5.3 An Airport Duty may only be rostered for the purpose of covering charter services.
- 20.5.4 The maximum rostered duration of an Airport Duty shall be four (4) hours.
- 20.5.5 An Airport Duty can be rostered a maximum of four (4) times in a roster period, unless agreed with the Pilot.
- 20.5.6 When an Airport Duty is assigned to a Pilot who was originally rostered a Reserve Period, the Airport Duty start time shall be at or after the originally published roster reserve start time unless agreed by the individual Pilot.
- 20.5.7 At any time whilst on Airport Duty the Pilot must be contactable for the purpose of being tasked to operate a flight(s).
- 20.5.8 Once a Pilot is required to operate a flight off of an Airport Duty, the entire duty time, from initial sign-on for Airport Duty, will count towards Flight Duty Period limitations.
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- 20.5.9 An Airport Duty period will result in the Airport Duty being paid the airport duty payment –set out in the table below. If a Flight Duty Period is assigned to the Pilot while on Airport Duty, the Pilot will be paid for the entire period from the commencement of the Airport Duty to the later of the end of the Airport Duty or Flight Duty Period sign off time at a Pilot's home base at the hourly rate specified in the table below.

		F100/E190 FO	F100/E190 Capt	A319/A320 FO	A319/A320 Capt
Airport Duty Payment (Hourly Rate)	Determination Commencem ent	\$89.12	\$143.22	\$97.60	\$159.14
	15-Oct-25	\$91.79	\$147.52	\$100.53	\$163.91
	15-Oct-26	\$94.54	\$151.94	\$103.55	\$168.83

- 20.5.10 Until the Company provides notice otherwise, the Pilot will need to submit a claim for a payment under clause 20.5.9 for a completed Airport Duty.
- 20.5.11 The Company shall provide Pilots on Airport Duty access to a quiet, comfortable room for the period of the Airport Duty.
- 20.6 **Assignment from Reserve**
- 20.6.1 Unless otherwise agreed, Pilots on a single Reserve Period can only be assigned a single Duty Period that will sign on and sign off at their home base.
- 20.6.2 Pilots on consecutive days of reserve can be assigned duties over multiple days, including overnights away from home base. Unless otherwise agreed with the individual Pilot the assigned duties must sign on at home base on the first day and sign off at home base on the last day of the consecutive days of reserve.
- 20.7 **Consecutive Shifts**
- 20.7.1 If, in any consecutive 7-day period, a Pilot is assigned three (3) or more Flight Duty Periods involving late night operations, then for the Period, the combined numerical total of all assigned or reassigned:
- (a) Flight Duty Periods involving late night operations; and
 - (b) Other Flight Duty Periods; and
 - (c) Reserve Periods
- must not exceed four (4).
- 20.7.2 Late night operation means an operation where a Flight Duty Period includes more than 30 minutes between the hours of 2300 and 0530 local time at the location where the Pilot is acclimatised.
- 20.7.3 Prior to commencing a Duty Period or Reserve Period a Pilot must have had at least 36 consecutive hours off duty in the 168 hours before the projected end time of the rostered Duty Period or Reserve Period.
- 20.7.4 This is in addition to the requirements of CAO 48.1.
- 20.8 **Reserve Periods**
- 20.8.1 The Company may require a Pilot to carry out up to seven (7) Reserve Periods at the Pilot's home base airport or temporary transfer base airport within a roster period.
- 20.8.2 The maximum rostered duration of a Reserve Period shall be twelve (12) hours.
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- 20.8.3 A Reserve Period may have a meeting scheduled during the Reserve Period. In these instances the Duty Period, including the Reserve Period must not exceed twelve (12) hours or that prescribed in CAO 48.1 and the following duty must be logged and used to determine the time free of duty (normal flight and duty limitations apply).
- 20.8.4 For a Reserve Period with a scheduled meeting the Duty Period starts at the time of the scheduled meeting and finishes at the completion of the Reserve Period even if no call out was required.
- 20.8.5 A Pilot on a Reserve Period must be contactable during the Reserve Period and must sign on for a duty as directed by the Company, however a Pilot must be given:
- (a) a minimum of 90 minutes notice to sign on for a duty that is to commence before 0800; or
 - (b) a minimum of 120 minutes notice to sign on for a duty that is to commence at or after 0800.

20.9 Request to Work on a Rostered Day Off or Annual leave Day

If operationally necessary, the ROC can ask a Pilot to work on an RDO or annual leave day. ROC will review iFlight to ascertain if any Pilots have volunteered to work on an RDO or annual leave day. Pilots who volunteer to work will be contacted prior to Pilots that have not volunteered. Pilots who are on annual leave and have not volunteered through iFlight will not be contacted by telephone. A text message may be sent to the relevant Pilot to ask if they are available for duty.

Flight Crew who agree to work on a RDO will be compensated as per clause 10.6.6 upon submission of the required form.

Flight Crew who agree to work on annual leave will be credited back that annual leave day. Flight Crew will then be compensated as per clause 10.6.6 upon submission of the required form.

PART G - MISCELLANEOUS

21 Workplace delegates rights

21.1 General

- 21.1.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the *Fair Work Act 2009* (Cth) (Act).

NOTE: Under section 350C(4) of the Act , the Company is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the Company has complied with clause 21.

- 21.1.2 In this clause 21:

- (a) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (b) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the Company in the enterprise.

- 21.1.3 Before exercising entitlements under clause 21, a workplace delegate as defined in section 350C(1) of the Act must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.

- 21.1.4 An employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.

21.2 Right of representation

- 21.2.1 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.

21.3 Entitlement to reasonable communication

- 21.3.1 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 21. This includes discussing membership of the delegate's organisation and representation with eligible employees.

- 21.3.2 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

21.4 Entitlement to reasonable access to the workplace and workplace facilities

- 21.4.1 The Company must provide a workplace delegate with access to or use of the following workplace facilities:

- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (b) a physical or electronic noticeboard;
- (c) electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners and photocopiers.

- 21.4.2 The Company is not required to provide access to or use of a workplace facility under clause 21.4.1 if:

- (a) the workplace does not have the facility;
- (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (c) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

21.5 Entitlement to reasonable access to training

- 21.5.1 The Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.

- 21.5.2 Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- 21.5.3 The workplace delegate must give the Company not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

- 21.5.4 If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.
- 21.5.5 The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- 21.5.6 The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

21.6 **Exercise of entitlements under clause 21**

- 21.6.1 A workplace delegate's entitlements under clause 21 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (a) comply with their duties and obligations as an employee;
 - (b) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (c) not hinder, obstruct or prevent the normal performance of work; and
 - (d) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- 21.6.2 Clause 21 does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 21.6.3 Clause 21 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act , the Company must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
 - (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
 - (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 21.
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SCHEDULE 1

All amounts listed in this schedule will be adjusted by 3% effective the first full pay period on or after:

- 15 October 2025
- 15 October 2026

		F100/E190 FO	F100/E190 Capt	A319/A320 FO	A319/A320 Capt
Allowance Rate					
Working on a Rostered Day Off On a working day off Pilot agrees to work a duty that is less than 8 planned duty hours	Determination Commencement	\$937.55	\$1,471.79	\$1,004.25	\$1,631.90
	15-Oct-25	\$965.67	\$1,515.94	\$1,034.38	\$1,680.86
	15-Oct-26	\$994.64	\$1,561.42	\$1,065.41	\$1,731.28
Working on a Rostered Day Off On a working day off Pilot agrees to work a duty that is equal to or greater than 8 planned duty hours	Determination Commencement	\$1,171.93	\$1,839.73	\$1,255.32	\$2,039.88
	15-Oct-25	\$1,207.09	\$1,894.93	\$1,292.98	\$2,101.07
	15-Oct-26	\$1,243.30	\$1,951.77	\$1,331.77	\$2,164.10
Early Call Allowance (Per Occasion)	Determination Commencement	\$56.25	\$88.31	\$60.26	\$97.91
	15-Oct-25	\$57.94	\$90.96	\$62.06	\$100.85
	15-Oct-26	\$59.68	\$93.69	\$63.92	\$103.88
Duty Variation Allowance (Hourly Rate)	Determination Commencement	\$121.88	\$191.33	\$130.55	\$212.15
	15-Oct-25	\$125.54	\$197.07	\$134.47	\$218.51
	15-Oct-26	\$129.30	\$202.98	\$138.50	\$225.07
Duty Hour Allowance (Hourly Rate)	Determination Commencement	\$7.32	\$11.26	\$7.32	\$11.26
	15-Oct-25	\$7.54	\$11.60	\$7.54	\$11.60
	15-Oct-26	\$7.77	\$11.94	\$7.77	\$11.94

(1) The Working on a Rostered Day Off payments, as represented in the above table, replace the allocation of days-in-lieu (**DIL**), or substitute days off (**SDO**). Any Pilot with an existing bank of DILs or SDOs at the commencement of this Determination, will retain those DILs and/or SDOs for use at a future date.