



Statement Of Claims

A joint statement from the AFAP, AIPA and TWU
for the 2025 Express Freighters Australia Pty Ltd
Enterprise Agreement Negotiations

Version: 1 January 2025

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Freighters Australia Pty Ltd Enterprise Agreement Negotiations



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Section 0: General

0.1 Introduction

This statement of claims is a joint statement prepared by:

- Australian Federation of Air Pilots (AFAP);
- Australian and International Pilots Association (AIPA);
- Transport Workers Union (TWU); and
- EFA pilot representatives.

In general terms, this statement of claims is aimed at highlighting all areas of concern under the current EFA 2021 Enterprise Agreement. This statement of claims is drawn from:

- November 2024 survey of union members;
- Verbal and written feedback made from EFA pilots (comprising of both union members and non-union members);
- Air Pilot Award 2020; and
- Agreements covering airline pilots in Australia, primarily focusing on Qantas Group entities.

Claims made in this statement are predominantly aimed at maintaining a healthy balance between continuous night shifts and reasonable remuneration and conditions when compared to the industry. Each claim consists of a claim number and claim, reasoning as to why the claim is being made and a proposed resolution. The statement of claims is broken into eight sections. They are:

- Section 1: General claims;
- Section 2: Employment conditions;
- Section 3: Hours of work;
- Section 4: Remuneration;
- Section 5: Leave;
- Section 6: Flexible work agreements;
- Section 7: Additional duties; and
- Section 8: Consultation and dispute resolution

The unions intend to update this document as negotiations continue, either with the insertion or deletion of claims or amendments to the claim, reasoning and proposed resolution.

For the majority of members who work at EFA, the predominant driver for them to remain at EFA is lifestyle. This lifestyle once allowed what many believe was a healthy balance between continuous night shifts and Window of Circadian Low (WOCL) interruptions and productivity. Members have claimed that now the lifestyle has been significantly eroded by factors, including:

- Changes to designated days off;
- Delays or amendments to duties causing either signon or signoff times and date changes to be significantly different from previously planned;

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- No significant rhythm of scheduling to prevent early and late signon times;
- Significant impact on members personal life, including their spouses and dependants;
- Increase in fatigue; and
- An unreasonable expectation that instructors, right seat captains and managers plug the uncrewed flights.

The survey results (see section 0.3) indicated:

Question	How long have you worked at Express Freighters Australia (EFA)?				
	Less than 1 year	1 to 3 years	3 to 5 years	5 to 10 years	Over 10 years
	9%	56%	15%	7%	14%

Question	Which statement best reflects your intention to stay at EFA		
	I intend to leave EFA.	My intention to stay at EFA depends on the outcome of negotiations for a new agreement.	I intend to remain at EFA.
	9%	69%	22%

Question	How do you rate the current Express Freighters Australia Operations Pty Ltd Enterprise Agreement 2021 (Current EFA Agreement)?		
	Excellent and very good	Below average and poor	Average
	0%	95%	5%

Comments	<p><i>"There is no facet of it which is not embarrassingly terrible and open to the company's "interpretation"."</i></p> <p><i>"It is literally the worst in the country."</i></p> <p><i>"Very Poor."</i></p> <p><i>"Pay is poor. No rostering protections."</i></p> <p><i>"I feel the job at EFA has historically had some lifestyle advantages, that are slowly being diminished, and my hope is we can get some lifestyle protections/benefits and or remuneration included in the new EA."</i></p> <p><i>"Company to issue a respectful and adequate contract and stop treating the pilots with contempt by adopting an industry</i></p>
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	<p><i>low EBA. - no days off protection - low number of days off - low pay - low day off work payment The entire agreement needs to be scrapped and re-written and the company needs to start respecting the pilot group."</i></p> <p><i>"The Agreement is well below industry standards in virtually every aspect. From pay to rostering. Negotiating this up may be difficult and, if advantageous, to terminate the agreement and start afresh maybe the best option. We have nothing to give in negotiations."</i></p> <p><i>"This eba completely benefits the company with no benefit to the employees. The "lifestyle" that this job used to provide, weekends off public holidays off has ceased with the increased flying with no benefit or remuneration to staff for working more."</i></p> <p><i>"Roster protections are a must for me. I have a young family and the 48 hour roster changes are terrible. Also a salary that is inline with all the other Australian airlines flying similar aircraft is required."</i></p> <p><i>"DO and contactability clarification is important. Roster stability is the main issue. We require roster reassignment clause. Pay is the other obvious issue - we have a lot of good people who will leave if this doesn't improve."</i></p> <p><i>"It needs a 35% + increase in remuneration, AND a massive improvement in terms and conditions just to get at a baseline."</i></p> <p><i>"It is literally on par with the award. May have a little more cash, but the conditions are not there."</i></p> <p><i>"Our current Enterprise Agreement does not reflect the size or employee dynamic of the current workforce. Better protections against changes to rosters is required, as well as appropriate compensation for the degradation in lifestyle. Narrow body pilots historically worked Monday-Friday, with remuneration reflective of this lifestyle benefit. Tasman flying on the narrow body fleet has put an end to this without any corresponding change to pilot's remuneration. Can increased pay rates for patterns, reserves or call-outs over the weekend period be investigated as a cost effective way of reflecting this change?"</i></p> <p><i>"It's unfortunate that colleagues (Qantas IR) wish to treat other colleagues as poorly as possible rather than support them in the best possible outcome. I've not come across a workplace before here that treats their own staff as an enemy to try and force into the worst conditions possible. It's such a disappointing attitude to take and frankly, incredibly immature</i></p>
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	<p><i>and unhelpful so I support AFAP and unions in taking a stand against this treatment."</i></p> <p><i>"Lifestyle has diminished, worked harder, lost weekends, called out all the time and many roster changes."</i></p> <p><i>"I feel like I'm on call 24/7 I've also been training for a new type. I've had 4 months with no published RDO."</i></p> <p><i>"The salary reflects turboprop wages. Also, the morale on the line is poor as crew do not feel valued. Poor remuneration and the feeling of perpetual standby (constant roster changes). Drastic changes need to be implemented."</i></p> <p><i>"We have no roster protections, we are essentially available 365 days a year as DOs are not protected. Our rosters mean nothing as they can constantly change with next to no notice. Crewing are amalgamating patterns that are designed to be separated by rest under the FRMS - we need protection from this. Very low pay. No company assistance/funding of Loss of License Insurance. Overtime policy outdated and should be calculated monthly. Standby callout needs to be 2 hours in line with industry standards."</i></p>
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Question	The Current EFA Agreement needs to be completely rewritten and reformatted.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	96%	1%	2%
Comments	<p><i>"It's almost a blank page."</i></p> <p><i>"The current EBA was written in good will encompassing largely a gentleman's agreement at the time which saw EFA as a lifestyle job. Many factors have changed and EFA is unequivocally no longer a lifestyle job, hence, working conditions have to change in a big way in the new EBA."</i></p> <p><i>"As a senior EFA manager once said to me. an EBA is a give and take thing. you have to give up things to get something else in return... I told him he has his head in the sand. The current agreement is shorter than the award, and takes away from the pilots without giving anything back in return."</i></p> <p><i>"It's well below industry standards, in both remuneration and terms/conditions. QF needs to stop playing games and do</i></p>		

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	<p><i>what's right. They are tarnishing their own name and its bad for business."</i></p> <p><i>"Completely. From nose to tail. From the base pay, transport, fatigue management, protections, a new beginning."</i></p> <p><i>"It's basically a tear up And start again, we cannot negotiate the current EBA up."</i></p> <p><i>"The EA lacks detail in the areas such as: -Rostering -Days off protection -Definitions of rostered duties such as 'PROBLEM days' -The reduction in days off during months when leave is taken."</i></p> <p><i>"More detail will aid both management AND crew to know where they stand. Too many grey areas currently."</i></p> <p><i>"Everything needs to be documented and written out and not left to just 4 or 5 pages of glossing over things."</i></p> <p><i>"Current Ea is embarrassing for both parties. A fresh start would be beneficial for all involved."</i></p> <p><i>"It isn't worth wiping your arse with. Throw it away and start again."</i></p> <p><i>"Hard to and what positive things that have been negotiated."</i></p> <p><i>"It's terrible. I probably use to work well when there was 4-5 737 and 1 767 Monday to Friday and national public holidays off. It's now a circus."</i></p>
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To the members who read this document, make it known that every effort has gone into hearing your voice. It is most certainly true that not all voices have been clearly heard, so it is encouraging that you communicate your feedback regarding these claims to your pilot representative.

0.2 Observations and objectives

The unions has the following observations and objectives for this agreement negotiation:

- Over the past 4 years, EFA's management team have expanded and developed the operation into "Qantas Freight". To accomplish this, **systems have been improved, refined and professionalised;**
- A deliberate move has been made to **make EFA a 'grown-up' and process-driven** airline;
- As the organisation grows, so does the EFA agreement, which is necessary to **meet the professional standards the business aspires to.** The EFA Enterprise

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Agreement 2021 is analogous to the 737-400. It was once a suitable platform that, over its life span, became old and no longer fit the purpose of achieving the new vision for the airline;

- Acknowledge that a **'fit for purpose' agreement benefits both pilots and the company;**
- The **previous negotiations damaged relationships.** The pilot group hopes that the company's historically adversarial approach to industrial negotiations will be set aside in order to **strike a fair and balanced agreement;**
- **Adversarial industrial relations negotiations have demonstrably damaged Qantas' reputation and eroded pilot trust.** This approach fails to serve the interests of the company or the pilots; and
- The **members want EFA to succeed and have the best outcome for both pilots and the company.** The pilots seek to **rebuild trust and accountability.**

0.3 Survey

Over November and early December 2024, the pilot unions (AFAP, AIPA and TWU) conducted a joint survey of members. The survey comprised 27 questions, with the ability to provide additional comments to each question. This survey received a high response rate and strong and unequivocal results.

Overall, 85 members completed the survey. The breakdown in engagement per union was:

- 71 AFAP members;
- 10 AIPA members; and
- 4 TWU members.

It should be noted that one member responded 'Strongly Disagree' in all question areas. On subsequent inspection comparing comments to the Likert scale, it appears that a member has inadvertently selected 'Strongly Disagree' when their comments indicated they are likely to select 'Strongly Agree'. In the interest of transparency, the selected response of 'Strongly Disagree' was present in the survey result data.

The following are the results for AFAP members as published to members by the AFAP on the 24th of December 2024. Major themes and results from the survey include:

- *Over half of the members surveyed (53.52%) had been at EFA for 1 to 3 years. The next largest group (15.49%) had been at EFA for over 10 years.*
- *Approximately 70% of respondents advised "My intention to stay at EFA depends on the outcome of negotiations for a new agreement".*
- *94% of respondents rated the current EFA Agreement as poor or below average. Comments included:*
 - *"There is no facet of it which is not embarrassingly terrible and open to the company's interpretation"*
 - *"It is literally the worst in the country"*
 - *Etc*

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- *There is some support for EFA operational managers but much less support for the Qantas Group Management – over 75% rating Qantas management as poor or below average.*
- *98% of respondents believe “The Current EFA Agreement needs to be completely rewritten and reformatted.”*
- *94% of respondents “would like all rostering rules such as how to clear AX days contained within the next EFA Agreement.*
- *100% of respondents believe “The next EFA Agreement needs to ensure rostered days off can only be changed by mutual agreement”.*
- *95% believe “The next EFA Agreement needs to provide a higher payment (at least equivalent to that paid at other airlines) where a pilot agrees to work on a rostered day off.*
- *75% of respondents require additional days off be provided in the next agreement.*
- *95% of respondents believe “The next EFA Agreement needs to have a definition of a day off as incorporating the hours 10:00pm before the day(s) off and 6:00am the day after the day(s) off.*
- *Approximately half of EFA pilots have “Dependants who require my care on a day to day basis”.*
- *In the past 6 months over 70% of EFA pilots “have experienced MAJOR roster disruptions which have resulted in an impact on my work life balance”.*
- *92% of respondents believe “The next EFA Agreement needs to apply buffers of 2 hours before and after rostered duties such that any changes to rostered duties outside of these buffers are only by mutual agreement and attract an extension/change of duty allowance”.*
- *55% of EFA pilots want a limit on the number of times a pilot is required to sign-on per week.*
- *90% of respondents believe “The next EFA Agreement needs to provide a loss of licence reimbursement amount for additional cover above the company provided scheme”.*
- *80% of pilots want a formal pilot consultative committee to be elected and meet regularly with management.*
- *95% believe “The next EFA Agreement needs to recognise the efficiencies provided by the change of fleet from B737 to A321 aircraft and B767 to A330*

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aircraft and this needs to be recognised in salaries significantly above the Award rate for all EFA pilots.

- *92% of pilots advise “The next EFA Agreement needs to provide a reasonable overtime allowance that recognises the unique nature of night freight operations.”*
- *99% of respondents want confirmed business class seating for duty travel.*
- *Approximately 90% want the same accommodation standard as provided to Qantas pilots.*
- *90% want a bonus structure comparable to those provided in pilot agreements elsewhere in the Qantas Group.*
- *67% of respondents want seniority to be considered in bidding and promotion.*
- *90% of EFA pilots want a formalised bidding system for trips, days off and leave.*
- *82% of respondents believe “The next EFA Agreement needs to provide the same rights to re-training and rechecks, including the ability to elect a different Check Captain, as per other pilot agreements in the Qantas Group”.*
- *All respondents, save 3 individuals, supported moving quickly to one of or both PIA and terminating the current agreement. Over 80% selected both.*

0.4 Akin claims

The unions understand that some of the claims contained in this Statement of Claims may achieve the same holistic outcome but with different methods. The claims themselves, including the proposed resolution are written on the assumption that other akin claims may not be adopted. The unions propose that negotiations in good faith will determine the priority of these akin claims.

0.5 Revision

Version	Date	Amendments
1	January 2025	Publication

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Section 1: General Claims

Section 1 contains the following general claims:

1.1 Definitions

Claim

The current agreement does not provide clear definition of the terms and abbreviations used.

Reasoning

Members have indicated that the absence of definitions of key terms and acronyms contained within the existing agreement creates unnecessary ambiguity and, in application, works solely to benefit the company. The unions maintain that such ambiguity weakens the agreement.

Resolution

The unions propose that, at a minimum, the next agreement defines the following terms:

- Any commonly used rostering abbreviation, including but not limited to:
 - AX;
 - CC;
 - D/O;
 - MD;
 - PDD;
 - PROBLEM;
 - Leave, including personal leave;
- Deadheading;
- Duty/duties;
- Night operations;
- Post-duty recovery;
- Pre-duty rest;
- Re-assignable period;
- Reserve period;
- Under training;
- Variation to duty;
- Any other term that is introduced in future EAs (e.g. re-assignable duty, grey day); and
- Other terms as necessary to dispel ambiguity

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1.2 Sustained night shift as an occupational hazard

Claim

The current agreement does not acknowledge sustained night shifts as having a significant impact on pilots with regard to fatigue, long-term health and work-life balance, nor does it make adjustments to mitigate impacts.

Reasoning

Following the commencement of the previous agreement, the company has significantly altered the workload pattern and consistency of members, involving a substantial increase in:

- Duty travel;
- Disruptions to rest and recovery between duties ;
- Disruptions to days off;
- Late roster changes to duties, involving changes, delays or extensions; and
- Alteration in the allocation of required training.

Furthermore, evidence of shift work indicates that members have an increased likelihood of accidents and errors outside of working hours, cancers, cardiovascular diseases, metabolic and sleep disorders. Minimising disruptions to rostering patterns and sleep disturbance has been shown to minimise some of these impacts. (*Garde, A et al. (2020). How to schedule night shift work in order to reduce health and safety risks. Scandinavian journal of work, environment & health. 46. 10.5271/sjweh.3920.*)

Resolution

The unions propose that the next agreement address the known risks and impacts on members of sustained night shifts. In particular, preventing inconsistent rostering patterns, excessive hours of work, arrangement of work transport to reduce the risk of fatigue-related accidents or, when this is unachievable and mutually agreed to, an increase in remuneration.

1.3 Negotiation for future EAs

Claim

The current agreement does not provide a requirement to commence negotiation for future agreements until the previous Enterprise Agreement has expired.

Reasoning

On the 23rd of June 2024, the AFAP wrote to EFA to advise that pilot salaries at EFA were about to fall below the Award minimum and request the immediate commencement of bargaining. The AFAP also requested this bargaining be conducted jointly with the AIPA and TWU. EFA refused both the request to bargain and the offer to bargain jointly.

In light of the above, on the 12th of November 2024, the AFAP made a Form F32 Application for a bargaining order. The matter was listed for a conference before Commissioner Crawford on the 25th of November, 2024. On the 18th of November 2024 (after the Form F32 application and before the FWC conference), EFA wrote to advise that it intended to issue a notice of representational rights (NERR) in mid-December with a view to commencing meetings in the week of the 13th of January 2025 (after their

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corporate shutdown). The company is maintaining its position of separate meetings at this stage.

Resolution

The unions propose that the next agreement provide a provision stating that negotiations shall commence twelve months before the expiration date of the existing agreement. Furthermore, the following parties shall jointly partake in the negotiations:

- The Company;
- All pilots employed at EFA;
- Australian Federation of Air Pilots (AFAP);
- Australian and International Pilots Association (AIPA);
- Transport Workers Union (TWU); and
- Any other union representing a pilot.

1.4 Conflict between agreement and company rules

Claim

At present, the company provides itself with the final say where inconsistencies arise between the EA and company rules. Any inconsistencies are deferred to the Head of Flying Operations (or their delegate) for final arbitration.

This is an obvious conflict of interest which works grossly in the company's favour to undermine the agreement.

Reasoning

From time to time, inconsistencies may arise between the agreement and company policies. This is a natural occurrence as the company revises and refreshes its policies and procedures.

Despite this, matters traversed in an industrial agreement have been carefully negotiated between unions, pilots and the company and as such, must remain inextinguishable without due consultation with those party to the agreement.

Deferring 'final say' on inconsistencies between the agreement and company policy to the Head of Flying Operations (or delegate) blatantly benefits the company and is directly at odds with the purpose of an industrial agreement.

Resolution

The unions propose the amendment of provision 2.5 from the expired EA to be removed and replaced with the following:

"Where an inconsistency arises between the agreement and company policies, the agreement will take precedence. Where the company wishes to clarify interpretations or otherwise seek to amend documentation (other than the agreement) they are to follow the consultation process (outlined in section 8.1 of this statement). Where an agreement cannot be reached, the dispute resolution process (8.4)."

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1.5 Introduction of the union representative

Claim

The current agreement does not provide provisions for new pilots to become acquainted with their union representatives.

Reasoning

The unions believe it is vital that all new pilots become acquainted with their union representatives when commencing employment with the company. This is particularly important for pilots returning to work in Australia from overseas.

Resolution

The unions propose that the next agreement provide a provision for a union representative introduction for all new pilots, including Qantas Group transfer commencing employment with the company. The union representative may be from either the AFAP, AIPA, TWU, a pilot representative from any of these unions, or any other union that may be representing a pilot. The introduction should be made before the pilot commences their initial training.

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Section 2: Employment Conditions

Section 2 contains the following employment condition claims:

2.1 Seniority

Claim

The current agreement does not have provisions for seniority.

Reasoning

Over the last few years, EFA has employed a significant number of direct entry captains whilst only upgrading approximately 6 FOs on the A321. The process of promotion and base transfer is not transparent. Members have indicated a ‘boys club’ culture which rewards those with existing relationships with the management team. EFA has also externally employed several direct entry training roles.

The survey results overview:

Question	The next EFA Agreement needs to consider seniority for bidding and promotion.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	64%	6%	30%
Comments	<p><i>“Loyalty isn’t respected at EFA. I have been questioning my life choices and am beginning to see all the empty promises.”</i></p> <p><i>“Seniority should be honoured over jobs for mates.”</i></p> <p><i>“Currently management decide who gets promoted and if they do or don’t need to undertake documented assessment processes. It is clearly Nepotism.”</i></p> <p><i>“[...] YES! look at the 330 all the mates on there. It’s [...] joke. This really [...] me off. There is no other system.”</i></p> <p><i>“A date of join list needs to be released and appointments to be allocated via seniority which will reduce the nepotism.”</i></p> <p><i>“Bidding and promotion system is far too opaque.”</i></p>		

Resolution

The unions propose the next agreement include a seniority system based on the date of joining the company. Seniority shall determine promotions, fleet transfer and base transfer.

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2.2 Promotions and Transfer

Claim

The current agreement does not provide any conditions or process for how promotions, fleet transfer and base transfer are conducted.

Reasoning

The unions understand that, with the COVID-19 pandemic, a higher-than-normal staff turnover was unavoidable. However, members have become increasingly concerned that they have been passed by for opportunities within the airline for direct entry pilots. This is a particular concern regarding command upgrades and fleet transfers to the A330. Furthermore, some members have become concerned about the lack of training positions available.

When opportunities for a fleet or base transfer become available, members have indicated that the process of selecting pilots is not clear. Members are also becoming increasingly frustrated that some managers enjoy the privilege of having a base created specifically for them on a type which is not available to members, specifically, a Brisbane A330 base.

Members have now reached a point where they no longer have faith in the company to promote fairly. Members are calling for the next agreement to have a process that outlines promotion and transfer.

For expanded commentary from the survey, see claim 2.1.

Resolution

The unions propose the next agreement include provisions on how promotions and transfers are handled within the company. Whatever process is created, the unions argue that a pilot council (see claim 8.1) should be involved in the decision-making process each time a promotion, fleet transfer, or base transfer is awarded. The unions argue this will ensure transparency, accountability and fairness.

2.3 Bidding

Claim

The current rostering practice does not avail itself to the 'work-life balance' claim made by the company.

Reasoning

Pilots looking to work at Qantas Freight (i.e. EFA) are presented with the following from the Qantas careers website:

"Our Australian domestic network operates weekday night flights only, allowing our pilots a great work-life balance. While flying by night can be challenging, fall into this rhythm and you'll experience interesting flying and wonderful camaraderie."

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



The company claims that it provides an elevated work-life balance compared to the rest of the industry. However, at present, the company only provides:

- Two day off requests per bid period (4 week period); or
- Three day off requests for Training Captains and Check Pilot (Aircraft) per bid period; or
- Four day off requests for Check Pilot (Simulator) per bid period.


Members have become increasingly frustrated with the lack of input into their roster. Common feedback from members has been concentrated on:

- Breakdown in trust with the roster request system, primarily with the process awarding the days off, only for them to be removed;
- Concern with the limited number of day off requests; and
- Increase in weekend flying, particularly on the narrow body.

Furthermore, a means of clearly communicating a pilot's preference for rostering may allow for an efficient recrewing should a recrew duty arise.

It should be noted that the unions are most displeased with the lack of transparency regarding weekend flying with the Qantas Careers pilot position post. Although weekend flying is limited to the narrow body, weekend operations impact every member at EFA. This position post should be amended to indicate the current work practice.

Qantas Freight



Welcome to Qantas Freight, Express Freighters Australia (EFA), the freight management company within the Qantas Group. As a wholly owned subsidiary of Qantas, Qantas Freight (EFA) proudly operates in Qantas Freight livery, providing essential aircraft and crew for long-term contracts. Its fleet consists of versatile aircraft, including the A321, A330, and Boeing 737, enabling it to meet the diverse needs of domestic and international freight operations.

In line with its commitment to innovation and expansion, Qantas Freight has enhanced its fleet capabilities with the addition of two converted A330 freighters. These new aircraft significantly increase capacity, with the ability to transport up to 50 tonnes of freight on each flight. Additionally, by the end of 2024, it will have a total of six A321s in the fleet, further enhancing operational capabilities.

As part of the ongoing fleet modernization efforts, it has retired the Boeing 767 and 737 freighters. As it continues to grow and adapt to meet the evolving demands of the freight industry, Qantas Freight remains dedicated to providing efficient, reliable, and cost-effective freight solutions to its valued customers.

Explore the [First Officer with Qantas Freight \(EFA\) minimum requirements](#).

Our Australian domestic network operates weekday night flights only, allowing our pilots a great work-life balance. While flying by night can be challenging, fall into this rhythm and you'll experience interesting flying and wonderful camaraderie.

You'll continue to evolve your skills through world-class training with the Qantas Group. As testing as our requirements are, you'll know with certainty that you're among Australia's most qualified pilots.

You'll be exposed to limitless opportunities as a Qantas Freight pilot. With significant fleet growth planned, stay with us and you'll have opportunities to climb the ranks, or alternatively, you can choose to explore different paths within the Qantas Group.

For more information, email efapilotrecruitment@qantas.com.au.

Current positions
Qantas Freight (Express Freighters Australia) is recruiting for First Officer positions.

[Apply now](#)

Pilot positions at Qantas Freight as seen on the Qantas Careers [website](#), December 2024.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



The survey results overview:

Question	The next EFA Agreement needs to provide a formalised process for bidding for trips, days off, and leave, as well as bidding provisions to protect trainers from excessive training and simulator activities.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	91%	0%	9%
Comments	<p><i>"Simulator hours must be included in the calculation of flight time per roster period."</i></p> <p><i>"Preferences for roster building is a big one. Some people like doing trips, where as others like to be out and back in a shift. To be able to put in preferences for these would create better morale within the crew and allow for people to work rosters they actually prefer and can work them around family requirements etc... also needs to provide the ability to see available weeks after leave has been allocated to apply for Adhoc leave."</i></p> <p><i>"The trainers definitely need more stability and protections. There needs to be a max no. Hours allowed for training each roster."</i></p> <p><i>"A trip swap system needs to be developed. If rostering was in blocks trip swapping would be a simple process for pilots and crewing."</i></p> <p><i>"It is sold as a lifestyle job - time to show it is."</i></p> <p><i>"There is no reason why a roster bidding system doesn't exist, it is down to pure laziness from people in charge of implementation that it doesn't exist for us."</i></p> <p><i>"We need to protect or trainers from burn out."</i></p> <p><i>"System should already be in place so I'm not sure why this would be a significant issue to put in place using the mainline systems."</i></p> <p><i>"They will stuff it up. They can't do anything properly."</i></p> <p><i>"Trainers are constantly being smashed."</i></p>		

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Question	The next EFA Agreement needs to limit the number of times a pilot is required to sign on per week.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	59%	2%	38%
Comments	<p><i>"Many commuters in this company because of the low pay..... just a fact of life."</i></p> <p><i>"At the current salary I'd like more work if possible and the option to make more money by working more."</i></p> <p><i>"Work life balance, taking into account the hours we work and often spend recovering afterwards or before duties."</i></p> <p><i>"With the workforce of EFA having a very high number of commuters (due to the rapidly rising cost of living in Australia and the inability to realistically relocate with families in Australia now) the rostering needs to fairly take this into account. Trips and duties need to be grouped to allow pilots to go to work for blocks, but then return home for blocks. Similar to the rostering practices at Tiger Airlines Australia or Ryan Air in Europe. A block of days on and off would be incredibly supportive to the commuting lifestyle many pilots in Australia now face. Non commuters may also possibly like the block system as it groups work and non work periods of a 28 day period."</i></p> <p><i>"I want the option of either bidding for lots of days at home, with more drives to work or longer trips and fewer trips to work. However, I certainly want less of these 5 or 6 day weeks. It gets old real quick."</i></p> <p><i>"This should be preferential bid and would be dependant on the individual and may vary from time to time. Limiting the amount of sign on's would lead to extended trip based rosters and more time away from base which is already very high. Last few rosters well in excess of 200hrs time away from base."</i></p> <p><i>"Not felt strongly by me personally however sim instructors etc have unmanageable rosters."</i></p> <p><i>"The computer says I'm not fatigued after my 4th back of the clock sign on. Hey my family are never waking me up as they live normal lives with normal hours. Real human limits need to be placed to protect EFA pilots, you can't live a family life currently at times."</i></p>		

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Resolution

The next agreement shall provide the provisions for a bidding process. This process may involve utilising the Qantas Short Haul system. Whatever system is created, it should not be purely based on seniority.

2.4 Duties beyond a pilot's normal duties

Claim

Section 2.2 of the current agreement provides scope for the company to require a member to conduct activities that they would not normally conduct.

Reasoning

The Air Pilot Award does not provide provisions to allow the employer to make this demand. Furthermore, the Qantas Short Haul Agreement does not provide these provisions.

Resolution

The unions propose this provision be amended to remove the following passage from section 2.2 in the next agreement:

“The Employees must also perform such other duties and responsibilities as may be required by the Company from time to time and which are within the Employee’s capabilities.”

Having said this, the unions would accept the above passage if it was limited to a mutual agreement for temporary duties due to the pilot not being able to conduct their normal flying duties, such as a suspended aviation medical.

2.5 Contactability

Claim

The current agreement does not provide clear requirements of when the company can and cannot contact a pilot. Furthermore, the agreement does not provide clear requirements on when a pilot can disconnect, specifically before and after duties.

Reasoning

Members have become increasingly concerned about the perceived expectations that they should be contactable when not on duty. This is further highlighted by the clearing of AX days (see claim 3.2).

Common feedback from members has been concentrated on the company contacting:

- During a day off or during leave, involving either text messages or phone calls;
- Prior to a duty and interrupting rest preparation;
- Following a duty and interrupting the recovery period; and
- Prior to the commencement of a reserve duty.

Members have indicated since the amendment to the Fair Work Act introducing the right to disconnect was introduced, the agreement should be updated to reflect this change.

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A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Resolution

The unions propose the next agreement to provide provisions on when the pilot may disconnect and when the pilot must be contactable by the company. The condition must specifically address the following :

- What methods of communication are acceptable for a given situation;
- Before a duty, including reserve periods;
- During a duty;
- Following a duty;
- During unreasonable hours;
- Day's off;
- AX, PROBLEM and/or blank days, however so described; and
- Leave, including annual and personal leave.

2.6 Code of conduct

Claim

Section 11 of the agreement is not in line with other agreements within the Qantas Group.

Reasoning

The Air Pilot Award, Qantas Short Haul agreement and the Network Aviation agreement do not contain this provision.

Resolution

The unions propose that section 11 be removed from the next agreement and included in individual employment contracts.

"11 Code of Conduct, Company Policy and Other Documents

It is a condition of employment that the standards outlined in the following documents produced by the Company, as may be varied from time to time at the Company's discretion, be adhered to by all Employees, at all times:

- a) the Standards of Conduct Policy;*
- b) the Rostering Manual; and*
- c) the Flight Administration Manual and all sub-manuals as described within this Manual."*

2.7 Mixed fleet duties

Claim

The current agreement provides no guidance on how mixed fleet duties are performed, including the company's expectations of the pilots.

Reasoning

With the mixed fleet checking trial commencing in December 2024, it has become clear that the company wants to explore this concept. The unions have no objections to the company's wishes to enjoy the benefits of the type commonality between the A321 and A330.

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While mixed fleet flying is an exciting opportunity for our members, the current agreement has no provisions on how mixed fleet flying will be managed. The areas of concern from this lack of provisions are:

- Selection process of pilots for mixed fleet flying;
- Consultation with the pilot council (see claim 8.1);
- Impact to hours of work and ensuring the pilots are not unfairly subjected to an unreasonable increase in hours of work; and
- Distinguishing the different types of mixed fleet duties, such as checking, training and line flying.

This claim does not address remuneration for mixed fleet flying. See claim 4.12 for mixed fleet flying remuneration.

Resolution

The unions propose the next agreement provide provisions for mixed fleet duties. These provisions should cover:

- Defining the types of mixed fleet flying duties, such as checking, training and line flying;
- Consultation with the pilot council (see claim 8.1);
- The experience and qualifications required for mixed fleet duties and how these standards are determined and published;
- Promotion /allocation of mixed fleet duties;
- Duties and hours of work are managed between the different aircraft types. This should also include mechanisms to ensure the pilot is:
 - Not unfairly subjected to an unreasonable increase in duties and hours of work; and
 - Receives reasonable opportunity to maintain proficiency and recency on both types.

2.8 Maintaining qualifications and standards

Claim

The current agreement does not provide adequate time to maintain qualifications and standards.

Reasoning

Members are required to conduct activities outside of their normal duties in order to be continually employable. These activities include:

- Aviation Medical renewal;
- Passport/visa applications;
- Training course; and
- Administrative duties, such as application to the regulator.

Members have reported that a common occurrence when renewing their Aviation Medical is that the company amends their roster, which renders them unavailable to conduct this renewal. The effects of these roster changes are:

- Seek alternative arrangements, which may result in:

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- Penalties for cancelled appointments
- Delays in rebooking appointments, which for some members involves a number of different specialists;
- Stress to the member;
- Not being able to conduct their work duties due to an expired medical. This, in turn, raises the question of who burdens the lost productivity.

Members are calling for a process to protect time used for maintaining qualifications and standard.

This claim does not address online training requirements. See claim 3.23 for online training.

This claim does not address remuneration for expenses for being qualified. See claim 4.19 for expenses for being qualified.

Resolution

The unions propose the next agreement to provide provisions for maintaining qualifications and standards. This provision requires the company to provide reasonable time free of duty to conduct these activities. The time provided must not infringe on pre-duty rest or post-duty recovery (see claim 1.1 for these terms) and should normally be within business hours of where the pilot normally resides. This time free of duty shall not be deemed as a day off.

Instances where this time should be provided include, but not limited to:

- Aviation medical and specialist appointments;
- Passport and visa applications;
- Any training course organised by the pilot; and
- Administrative duties, including CASA applications.

2.9 Business interests external to employment

Claim

Provision 2.4 of the current agreement is out of keeping with industry standard.

“Employees will devote the whole of their working time and energies to their employment with the Company. Whilst employed with the Company, Employees must not, either directly or indirectly, be engaged in any capacity in any other trade, business, employment or occupation without the prior written consent of the Company.”

Reasoning

The unions argue the current provision addresses two areas:

- Business interests; and
- Other direct employment.

In the instance of business interests, the unions believe this provision is broad-reaching and unnecessarily restrictive. Prohibition of a pilot having ‘interests’ in a business other than the employers’ is non-specific and prohibits pilots from carrying out reasonable

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investing or wealth management activities. Furthermore, having this interest requiring written approval from the company appears to be completely out of keeping with industry standards.

By way of example, a pilot who owns shares in a private or publicly listed company could be considered to have 'interests' in another business. A further example may be a pilot's spouse who operates a small business. By extension, it could be interpreted that the pilot has an 'interest' in that business.

In both examples, such an activity is not at odds with the pilot's ability to carry out their role for the company. Therefore, it is unreasonable for the company to reserve the right to reject a pilot's application to carry an 'interest' in another business.

In the case of other direct employment, the unions believe restricting a pilot's ability to carry out like operations for commercial gain whilst working for the company is uncontroversial in most instances. Having said this, some members have indicated their desire to conduct like operations when it is clear this like operation would not have an impact on their ability to work for the airline, such as:

- Flight Examiner duties;
- Flight instruction activities;
- Other flying employment while on leave, including when employed on a part-time basis; and
- Aircraft ferrying while on leave.

The unions believe a transparent process for determining what is a reasonable and unreasonable activity should be developed.

Resolution

The unions propose the provision of 2.4 be rewritten and to include the following elements:

- Pilots cannot take part in secondary employment if it directly interferes with their employment with the company;
- If the secondary employment involves any flying activity (this does not include simulator activities), then the pilot must notify the company;
- The company cannot deny this notification unless the company can prove on reasonable grounds that the secondary employment will directly interfere with the pilot's ability to perform their duties; and
- The responsibility will lie with the pilot to ensure they are adequately rested for company duties and to prevent any occurrences of fatigue.

2.10 Training freeze and training bonds

Claim

The current agreement has no provisions regarding a training freeze or training bonds or the circumstances when these may apply.

Reasoning

Statement Of Claims

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Members have become concerned that a so-called 'training freeze' has been used inconsistently across the airline. Members have indicated that they want this process to be transparent and apply to all pilots.

Furthermore, members are concerned that the bond provisions published in the FAM, section 10.21, are inconsistent with industry standards for the following reasons:

- A Type Rating bond applies to fleet transfers that have non-initial Type Ratings. This is of particular concern for members transferring from the retired B737 and B767 fleet, who are subject to a bond and have no option to remain on their existing fleet. This is contrary to the Air Pilot Award, section 13.5;
- The bond values are higher than the industry standard; and
- Due to the long training timeline experienced by members, the bond start date only begins once the pilot has completed their training. In essence, extending their bond period indefinitely places the pilot at a disadvantage.

Resolution

The unions propose that the next agreement contain provisions which address a training freeze, including a definition. Furthermore, the unions believe a training freeze should take effect after the completion of their Type Rating Flight Test or Command Upgrade.

The unions also propose that the next agreement contains provisions which address a training bond. The unions believe the bond value should not exceed \$35,000 AUD for a Type Rating and AUD 20,000 for Command Upgrades and decrease at a pro-rata over a maximum of 18 months from completion of their Type Rating Flight Test (for initial Type Rating) or commencement of the line training (for initial command upgrade). The bond shall only apply to pilots conducting their initial Type Rating with the company and a Command Upgrade. A bond cannot be issued for any subsequent fleet transfer.

2.11 Indemnity

Claim

The current agreement fails to extend indemnification for pilots at the conclusion of their employment against claims brought against them.

Reasoning

The unions argue that a pilot (except those constituting gross negligence or wilful misconduct) should be discharged of any liability both during and after the conclusion of their employment with EFA. Failure to extend this indemnification to pilots post-employment unreasonably exposes them to personal litigation at the point their employment ceases.

Resolution

The unions propose the next agreement amend the indemnity clause to include any claims brought against the pilot by another pilot, contractor, subsidiary, member of the community or other person who might reasonably bring a claim against the pilot during the course of their employment and indemnify them against claims brought during and after their term of employment.

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2.12 FDAP protocol and operational occurrence process

Claim

The current agreement does not provide any provisions for an FDAP protocol, including how FDAP is used as part of the operational occurrence process.

Reasoning

Members are becoming increasingly concerned regarding the use of FDAP for the following reasons:

- The datum for being withheld from service appears to be inconsistent;
- There is no pilot council (see claim 8.1) representative during this process to ensure the process is fair and transparent;
- Identifying the names of the crew is commonplace, which may lead to 'horn effect', which is a particular concern with regard to the Deputy Chief Pilot;
- All FDAP events are automatically sent to the flight operations management team and not assessed by the safety department, which is inconsistent with other group entities;
- No formal gatekeeper process;
- Members are becoming concerned with submitting safety reports and the amount of detail to provide; and
- No formalised process for analysing incidents with the objective of ensuring a consistent process and, therefore a risk of over-analysis and members becoming distrusting of the process.

Resolution

The unions propose the next agreement contain an acceptable FDAP protocol, including how FDAP is used as part of the operational occurrence process. This policy shall be in keeping with other policies seen in Australia, but at a minimum, contain:

- An agreed gatekeeper process between the safety manager and the pilot council
- The safety manager or equivalent reviews all FDAP reports and if required, this is escalated to the flight operations management team;
- The names of the crew may not be disclosed unless the agreed gatekeeper determines the situation warrants so. This may be due to the nature of the event or repeat FDAP triggers; and
- When FDAP events are escalated to the flight operations management team, the pilot council is involved in the process to ensure consistency of the process.

2.13 Withholding pilots from service and suspension from duty

Claim

The current agreement fails to outline the reasoning and process to be followed in the event the company deems it necessary to suspend or withhold a pilot from service.

Reasoning

The company has an obligation to clearly outline to its pilots their rights and obligations following an accident or investigation, as well as on occasions when (other than following an accident or incident) the company deems it necessary to suspend a pilot from duty.

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Resolution

The unions propose that the next agreement contains a provision that covers the actions taken by the company in the event a pilot is withheld from duty following their involvement in an accident or incident. The company must also outline its procedure for withholding a pilot from duty, including outlining events and reasons other than an accident or investigation that may trigger the company to prevent a pilot from carrying out their duty.

The unions also propose that the company stipulate whether the pilot is to stop receiving their ordinary pay during a suspension or while being withheld from duty.

2.14 Duty travel

Claim

The current agreement does not provide adequate duty travel provisions considering the nature of the hours of work our members conduct.

Reasoning

Members have indicated that due to the high number of duty travel sectors they conduct, the current provisions are inadequate. The member's main areas of concern are:

- The high number of duty travel flights taken in economy;
- Lack of seat selection options, with members often commenting they are left with a middle seat towards the rear of the aircraft;
- FRMS does not adequately consider the level of fatigue the member may be experiencing; and
- Commonly boarding in the last boarding groups, which results in limited bag stowage, often requiring bags to be checked in. This causes delays with the commencement of the duty following the duty travel flight or a delay in concluding the duty.

As EFA has one of the smallest number of pilots when compared with other group airlines, updating the existing policy to include confirmed business class will place minimal additional pressure on the availability of business class seats for revenue customers. Furthermore, this is in keeping with Qantas and QantasLink agreements.

The survey results overview:

Question	The next EFA Agreement needs to provide confirmed business class travel for duty travel fights.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	96%	3%	1%
Comments	<i>"Very important point. Paxing in econ (often a middle seat) after an all night duty is extremely fatiguing and driving home afterwards can be a safety issue."</i>		

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	<p><i>“With provisions for exit rows etc etc in the event travel occurs on an aircraft not configured with business class (such as E190).</i></p> <p><i>“I cannot emphasise enough, it is extremely important to recognize the rest benefits associated with business class travel and also the better quality food. I have paxed on fights (under DUTY travel) before starting a shift to be relegated to row 50G of the aircraft (or 30E in a 737) with screaming babies and the poorer quality economy food, before a 10 duty hour nightshift. This has potential safety implications as far as a rest point of view given the hours we work and needs to be greatly reviewed as a matter of safety. Qantaslink pilots get confirmed business and their operating hours are 6am-8pm for the most part.”</i></p> <p><i>Or at least emergency row seat allocation.”</i></p> <p><i>“If a Q Link FO who has done a 6am Orange-Sydney, then hop on a flight to get back to Melbourne/Brissy can have 1A, see no reason why a pilot who has just done the back of the clock NZ pattern should be forced to sit in 30B.”</i></p> <p><i>“Due to level of fatigue, and safety of following duty ie. operate an aircraft or travelling home.”</i></p> <p><i>“We arguably do even more fatiguing shifts than mainline yet do not get rewarded with seemingly essential comfort whilst paxing. Also, the paxing in the network has significantly increased since the last EA was released so this is even more of an issue. Mainline fights are consistently oversold and EFA crew are mostly seated in rows 28-30 in a middle seat.”</i></p> <p><i>“Lots of positioning fights lately.”</i></p> <p><i>“Constantly being given a middle seat in economy is incredibly insulting to the work pilots are doing for the company.”</i></p> <p><i>“Other group - not mainline entities receive business. Not sure why we should be treated differently especially when paxing on active duty following a night worth of flying or prior to a nights flying.”</i></p> <p><i>“For any duty travel over 2 hours. Under 2 hours economy travel is acceptable (but not preferred).”</i></p> <p><i>“Even if it’s just on flights longer than 90 min. Can survive Mel/syd but across to Perth is ridiculous.”</i></p>
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	<p><i>“Absolute joke we sit down the back. Jammed in with no leg room Normally 2 bags etc etc.”</i></p> <p><i>“Agree, an economy ticket prior to a 12 hour intl duty is not adequate.”</i></p>
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Resolution

The unions propose that the next agreement contain duty travel provisions. The unions suggest these provisions should contain, at a minimum:

- All pilots are to travel confirmed on the highest class available on all scheduled duty travel flights;
- Duty travel on an aircraft that is configured with an all economy cabin shall be done on mutual agreement unless no other reasonable option is available to the company;
- Where an aircraft is configured with an all economy cabin, the pilot will be confirmed to travel in the first 3 rows of economy or an emergency exit row;
- When travelling onboard an economy-only configured aircraft, the pilot will be allocated to board in the first or second boarding groups;
- Shall not be required to travel in an economy middle seat;
- In all instances, the pilot shall be entitled to sustenance, when available, at no cost to the pilot; and
- When a pilot travels on a carrier other than the Qantas Group airline, the travel shall only be on a full-service basis and shall be confirmed business class.

2.15 Alternate travel (Alt Pax)

Claim

The current agreement does not have an alternate travel (Alt Pax) provision.

Reasoning

Many members choose to alternate travel for various reasons, especially for commuting pilots. Although this process exists, it has not been formally documented in the agreement.

Resolution

The unions propose the next agreement have a formal process for alternate travel. The unions would accept the policy in the Qantas Airways Limited (Short Haul) agreement 2020, section 49: Duty Travel Variation.

2.16 Hotel standard

Claim

The current agreement does not provide any guidance on the standard of hotels provided to members.

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Reasoning

Since the inception of EFA in 2006, the hotel standards at EFA have greatly improved. Currently, the agreement does not provide any requirements for the standard of hotels provided.

Members are concerned that the standard currently enjoyed may change to a lesser standard. Member's major concerns are:

- Poor noise and light conditions;
- Absence of room service; and
- Bed and mattress of a poor standard.

Resolution

The unions propose the next agreement contain provisions for hotel standards. The provision should contain, at a minimum, the following:

- Accommodation, when provided, shall be of a first-class standard;
- The accommodation shall provide 24-hour room service;
- The accommodation provided shall ensure the member is placed in a room away from high traffic areas (i.e. away from staircase, elevators or common rooms) and will ensure the room is sufficiently dark and temperature controlled; and
- The company shall consult with the pilot council regarding any proposed changes to accommodation venues currently used by EFA pilots.

2.17 Transport standard

Claim

The current agreement does not provide sufficient defences to ensure transport is arranged and present for mid-duty transport.

Reasoning

Members have indicated that on a number of occasions, members have been required to organise their own transport. Members have indicated this can occur at any time of the day or night. This has become evident in the Brisbane pilot base opened in January 2024, whereby members are often required to organise their own transport from the passenger terminal to the freight terminal and vice versa. This trip is approximately 3 km, which in some instances, taxi drivers have verbally abused members or refused to do the trip due to the small fare.

This has resulted in a cultural norm of members catching the terminal transport bus to the international terminal and walking the remaining 1.3 km to the car park.

Furthermore, Brisbane based pilots have also indicated that when terminating in Melbourne, often in the early hours of the morning, they are required to book their own transport to the hotel.

A further example is when non-Melbourne members arrive for training in Melbourne, they are required to organise their own transport to and from the duty travel flight. This either involves a scheduled staff bus during sociable hours or a taxi outside of these hours. Members have also indicated that drivers often refuse the fare or, in some instances, become abusive due to the small fare.

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A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Resolution

The unions propose the next agreement contain provisions for transport standards. This provision should contain, at a minimum:

- The company shall arrange all transport requirements;
- When the transport cannot be organised, the pilot may utilise either a Cab Charge, Uber For Business (inter airport transfer), or claim the fare from the company; and
- In the instance the pilot is required to organise transport, they shall receive an inconvenience allowance of \$50.00.

2.18 Crew meals

Claim

The current agreement provides no provision for crew meals or allowances should a member not be able to consume the meal due to dietary or religious reasons.

Reasoning

Members have indicated that the crew meals, particularly on domestic flights, are substandard. The predominant claim regarding these meals are:

- High sugar content;
- Overall poor quality;
- Lack of diversity of meals and variation of meals;
- A high number of additives in meals (i.e. E number); and
- Lack of nutritional value.

It should also be noted that sustained shift work, particularly shift work involving back-of-the-clock operation, has been linked to an increased risk of obesity and diabetes.



Inadequate utensils



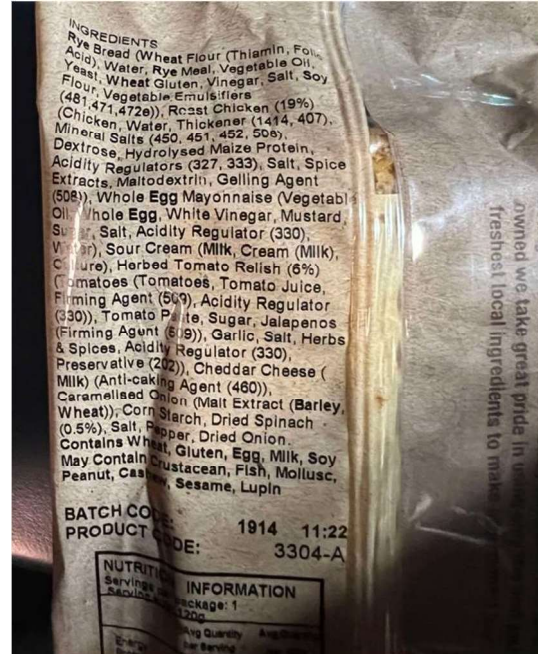
Lack of dietary information

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Stale meal



Sandwich with a high number of additives

Some members indicate that they have resorted to either bringing their own food or not eating on the aircraft at all. Furthermore, members have indicated that the quality of food varies greatly as there are multiple catering providers depending on the port. The food variety also rarely changes and can go years between menu refreshes. This often results in the exact same low-quality food being provided day in and day out.

Furthermore, members have indicated that should they not be able to consume the provided crew meal due to dietary requirements or religious reasons, no allowance is payable.

Resolution

The unions propose the next agreement contain provisions for crew meals. This provision should contain, at a minimum:

- Crew meals provided to freighter aircraft must be of a premium quality and include per person:
 - Hot meal;
 - Salad or pastry;
 - Wrap, sandwich or yoghurt;
 - Collection of biscuits, chocolate and nuts;
 - Three pieces of fresh fruit or a platter of fresh fruit;
 - Collection of soft drinks, juices and sparkling waters;
- Menus are to be refreshed every 3 months after consultation with the pilot council (see claim 8.1); and
- A pilot may opt out and receive a meal allowance in lieu of a meal.

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2.19 Organisational change

Claim

The current agreement makes no consultation provision and does not require reasonable consultation for organisational change.

Reasoning

Members have various concerns that the structure of EFA may be altered, which may have a significant impact on members. Such changes may include:

- The organisation is split into various sub-entities; and
- The organisation absorbed into other Qantas Group organisations.

Members are concerned that section 22 of the current agreement may not require the company to consult with members.

Resolution

The unions propose the next agreement should contain a detailed process for consultation regarding any proposed organisational changes. This provision should contain, at a minimum:

- The company advising the pilot council (see claim 8.1) on the likely impact on pilots;
- The company provides the pilot council reasonable time to reply on the likely impacts on pilots;
- The company provides a reply to the pilot council on their concerns;
- The company advising pilots of the change and the concerns raised by the pilot council;
- The company provides reasonable time for the pilots to raise concerns;
- The company provides a reply to the pilots.

2.20 Fleet composition change

Claim

The current agreement provides no consultation provision or describes a process for a change in fleet composition, including type and quantities.

Reasoning

Members are concerned that if the current composition of the EFA fleet were to change, the current consultation provision, section 22, may not require the company to consult with members. Members are specifically concerned with:

- The overall growth of the airline; and
- Possibility of the widebody (i.e. Airbus A330) being moved to another Qantas Group entity or external provider.

Resolution

The unions propose the next agreement should contain a detailed process for consultation regarding fleet composition. This provision should contain, at a minimum:

- The company advising the pilot council (see claim 8.1) on the likely impact on pilots;

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- The company provides the pilot council reasonable time to reply on the likely impacts on pilots;
- The company provides a reply to the pilot council on their concerns;
- The company advises pilots of the change and the concerns raised by the pilot council;
- The company provides reasonable time for the pilots to raise concerns; and
- The company provides a reply to the pilots.

2.21 Relocation of base

Claim

The current agreement provides an unreasonable power balance for the company to relocate members to another base.

Reasoning

Section 2.1 of the current agreement states:

“The Company may consider proposals for the expansion or amendment of its base, location and operating facilities. If the Company proceeds with any such proposals, Employees may be asked to relocate to a suitable position in another location. If an Employee relocates at the Company’s request, the Company will pay reasonable relocation expenses as determined by the Company and upon satisfactory proof of such expenses being provided by the Employee. The Employees’ starting base will be Melbourne or otherwise as notified by the Company.”

This provision is not in line with other agreements and the award. Examples of provisions are:

- Air Pilot Award 2020, section 14.1;
- Qantas Short Haul Enterprise Agreement 2020, section 18; and
- Jetstar Airways Enterprise Agreement 2019, sections 36 and 64.2.

Members are concerned that, with Western Sydney Airport expected to open in 2026, a process of base transfer which does not cause harm to existing members must be established.

Resolution

The unions propose the next agreement contain a provision for the relocation of base. This provision should contain, at a minimum:

- Should the company determine that a new base is required, they should consult with the pilot council prior to announcing the pilot base (see claim 8.1);
- The company shall advertise the new basing to all pilots;
- Should a pilot volunteer change base, the company shall reimburse the pilots for the following transport costs:
 - transporting the pilot's personal effects, household goods and furniture;
 - the transport of 2 cars owned by the pilot or their spouse, de facto partner and/or children;

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- storage of the pilot's goods and furniture where required for a period of up to 60 days;
- removal and storage insurance for the goods noted above for a period of up to 60 days;
- penalties associated with the early termination of the pilot's residential rental lease;
- airfares for the pilot and immediate family members also moving; reasonable accommodation and meals for the pilot and those moving with them where they elect to drive to the new location for a reasonable period of time, taking into account the distance to be travelled;
- a maximum of 2 days hotel accommodation at the pilot's old location and 14 days at their new location. The pilot will receive at least 7 days free of duty at their new location during this 14 day period;
- Should there still be vacancies following this advertisement period, the company cannot require any pilot to move to this base; and
- Should the company require more pilots in this base, they may create rostering patterns so that other pilots fill the deficit from other bases. This practice shall not be deemed as a temporary base transfer.

2.22 Change in classification

Claim

The current agreement provides no process for change in classification, specifically a change to a lower classification.

Reasoning

The current agreement does not include any process for a change in classification. The Air Pilot Award and the proposed Network Aviation agreement both contain provisions for a change in classification.

Members believe a clear process needs to be established and will ensure confidence in the process should a change occur.

Resolution

The unions propose that the next agreement should contain a detailed process for consultation regarding changes in classification. The provision should include, at a minimum:

- Process of promotion. This may refer to the promotion and transfer section of the agreement (see claim 2.2);
- Process of demotion, either due to performance or reduction in pilot numbers;
- The process of demotion should include at least the following:
 - Entitled option of redundancy;
 - Transfer to other Qantas Group AOCs
 - Entitled option of leave without pay, with the following
- If the demotion is due to a pilot's performance and standards, then the pilot shall be entitled to an appeal to the Chief Pilot;
- If the demotion is due to a reduction in pilot numbers, then this shall be determined by seniority.

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2.23 Business sold or merged

Claim

As the EFA business model has expanded over the past 4 years, members recognise that maintaining a competitive advantage is an important aspect of a financially sustainable airfreight operation.

Reasoning

As the Qantas group has historically leveraged its ability to outsource, merge and transfer business units in order to extract greater commercial value, members deserve some assurances that should these changes occur, their roles will be preserved where possible within a new entity or ownership structure.

Resolution

The unions propose the inclusion of the following provision:

In the event EFA is transferred, sold or merged, the company will take every reasonable step to ensure staff employed by EFA will be given first preference and consideration for positions within the new entity. If a Qantas Group seniority or like system is in place, then each pilot will maintain their seniority number for a period of 10 years.

2.24 Redundancies

Claim

The redundancy clause contained within the current agreement is vague and fails to adequately outline the personnel, process or obligations of the company when undertaking pilot compulsory redundancies (CR).

In addition to the lack of transparency surrounding compulsory redundancies, the unions believe the current redundancy entitlements are inadequate.

Reasoning

As EFA has transitioned to an all-airbus fleet, should the company experience a reduction in flying (due to economic or other conditions), it has numerous options at its disposal to cross-qualify crew at a relatively low cost. The company should consider these options when considering a reduction in staff numbers. Other agreements within the Qantas group offer significantly better redundancy clauses which is based on years of service.

Resolution

The unions propose that the next agreement include a provision for redundancy containing the following:

- In the first instance, the company will make every reasonable effort to increase staffing efficiency. This may be done by training existing pilots to cross-qualify on both company aircraft types;
- When the company determines that reducing pilot numbers is the only viable course of action, all pilots will be offered leave without pay (LWOP), and voluntary redundancies as a first step;

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- Where the above has been carried out and found to be unsatisfactory, the company may undertake compulsory redundancies which will be based on seniority; and
- Pilots affected by a CR will be given a 'right of first return' if/when the company recommences hiring, and they maintain their company seniority number (see claim 2.1).

Pilots selected to receive a CR will be entitled to receive similar entitlements to those contained in the Qantas Airways Short Haul agreement.

2.25 Stand down

Claim

The current agreement stand-down provision is excessively broad and provides members with insufficient notice, alternative employment options or release from the termination notice periods.

Reasoning

Existing stand-down provisions need to be brought in line with other group airlines with recognition given to the fact that both the company and pilots operate in an industry that can be vulnerable to large and often unforeseen market disruptions.

Resolution

The unions propose the next agreement contain a variation to the stand-down provision to include the following:

- The company will provide pilots as much notice to pilots as is reasonably possible of an impending stand down. In any case, the notice period provided will be not less than 14 days;
- Short-term stand downs (less than 5 days) do not require the company to seek alternate employment options for the pilot;
- Where a stand-down extends beyond 5 days, the company must make every effort to find the pilot an alternate role within the Qantas Group; and
- Where a stand down extends beyond 5 days, the pilot may elect to terminate their employment without providing the company with required notice period upon which, the company will, as soon as practicable, pay all allowance entitlements owed to the pilot up to the time of termination.

2.26 Administrative Support

Claim

The current level of administrative support is inconsistent and often unreliable.

Reasoning

Members have indicated the following regarding the level of administrative support:

- Late and often incorrect payment of allowances;
- Inconsistent advice and assistance when it comes to operational support;
- No readily contactable phone number; and
- Lack of face-to-face opportunities, particularly in the Melbourne office during office hours.

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Resolution

The unions propose that the next agreement provide a provision that the company shall provide reasonable administrative support to all pilots. This administrative support shall be:

- Accessible either via e-mail, phone or via face to face;
- A detailed allowance pay docket, presented fortnightly, clearly identifies all allowances payable, including dates and quality; and
- Respond in a timely manner to pilot requests and queries.

2.27 Perceived company pressure

Claim

There is no formal policy regarding communication between the company and pilots when operating.

Reasoning

Members have become increasingly concerned regarding perceived company pressure to operate. This is mostly directed by Freight Operations Control (FOC). Members are concerned that more inexperienced crew may partake in more risky behaviour from this perceived pressure.

Members have indicated that they have perceived pressure, including:

- Operating to an airport with conditions unlikely to make for a safe arrival. This includes weather phenomena, such as low clouds, wind (including tailwind), thunderstorms, etc. Perceived pressure in these instances may also include comments that other aircraft have made it in; you can too;
- Operating at near the maximum range of the aircraft, typically due to strong headwinds and high alternate fuel requirements;
- Perceived pressure to operate an aircraft with defects; and
- Operating near the maximum duty limit and a strong perceived pressure to extend the duty if required to do so.

Members understand that the FOC need to communicate with pilots on a day-to-day basis. However, expectations and boundaries for this communication need to be established. The following figure illustrates an example of perceived pressure as shown on an operational flight plan:

4. M.E.L. APPLIED - NO KNOWN OR FORECAST ICING ALONG ROUTE.
CHECKED WITH QMET AND ICING CONDITIONS EXPECTED.
SPOKE TO DAVE FREIGHTER OPS AND HE ADVISED ALL OK TO OPERATE.

Example of pressure to fly on an operational flight plan (EFF+)

Resolution

The unions propose a provision for the next agreement stating that pilots shall not be pressured by any pilot, contractor, or external agent to operate an aircraft or continue a duty when, in the opinion of the pilot, it is unsafe to do so.

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2.28 Intra-group transfer

Claim

The current agreement makes no provisions on the process for intra-group transfer.

Reasoning

Members who have been successful in their applications to other Qantas Group airlines have indicated the process of transfer is unclear and not transparent. Their main concerns are:

- Other Qantas Group airlines have given their pilots transfer dates well into the future. In some instances, dates into 2026 have been reported at QantasLink, Jetconnect and Network Aviation. Members are unaware of who is likely to be transferred in the upcoming months;
- There is no visible list of pilots and the order of transfer;
- Length of tenure orders the process at which people transfer. If it is operationally required for a pilot to be transferred out of tenure order, then an explanation should be provided as to why; and
- If a pilot is held for any reason, this should not delay the transfer of other pilots' transfer (i.e., skip the delayed pilot).

This could be simply put by the following survey comment:

“Freedom to move within group airlines if no bond or other agreement in place. No more being locked in, it’s unbecoming business conduct.”

Resolution

The unions propose the next agreement include a clearly defined process for intra-group transfer, which includes, at a minimum, the following:

- Process for pilot transfer from EFA, including preference from the pilot on when they would want to transfer;
- Maximum time to be released window, including pilots with additional duties;
- Minimum update requirements from the company regarding the transfer and
- A procedure should the transferred position become unavailable (i.e. economic downturn).

2.29 Provision of headsets

Claim

The current aircraft headsets are unsuitable to attempt to prevent hearing loss.

Reasoning

Members of both the A321 and A330 fleets have indicated that the aircraft noise, predominantly from the air conditioning system, can be significant at times. This has raised concerns with members that prolonged exposure to this noise will result in permanent hearing loss.

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Members have also reported that other Qantas group airlines permit their pilots to provide their own headsets. With many members owning their own headsets, members would prefer to mitigate the poor standard of headsets with their own provided headset.

Resolution

The unions propose the next agreement provide a provision to allow pilots to provide their own headsets.

Section 3: Hours of Work

Section 3 contains the following hours of work claims:

3.1 General hours of work

Claim

The current agreement does not provide general guidance regarding ordinary hours of work.

Reasoning

The company should provide clarity regarding hours of work for those engaged in ground-based activities to ensure expectations are clarified for both parties. This acts further to cement the working relationship between the two parties and prevent any doubt.

Resolution

The unions propose the following be included in the revised agreement:

- The ordinary full-time hours for the performance of ground duties is thirty-eight (38) hours per week;
- The weekly rate of pay will be the ordinary rate of pay payable to the pilot for carrying out their regular duties; and
- The weekly rate of pay will be pro-rated if the ground duties are performed on a less than full-time basis.

3.2 AX days and clearing

Claim

The current agreement fails to provide a sufficient explanation of the requirements for an AX day and the pilot's obligations.

Reasoning

The current agreement and company documented policies fail to define the uses of the AX day. Members have indicated concern over AX days, with the major concerns being:

- Contactability and what is reasonable and unreasonable contact by the company;
- If the pilot is requested to work, what are the pilot's obligations to work and to what extent;
- If the pilot then works an AX day, when does the duty commence (i.e. from midnight, when advised or when the duty is scheduled to commence);
- What is the company and pilots' obligation to ensure the pilot has adequate rest; and
- If no duty is assigned, does any part of the AX day counted towards duty time.

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The company's current advice to EFA Pilots is detailed in the Qantas Freight Flight Crew Quick Reference Guides. This guidance is:

“An AX day is rostered on any day where no other duty/ standby /designated day off is scheduled. During any bid period a duty may be allocated to a pilot on a day designated as an AX day.

A pilot with a designated ‘AX’ on their line may contact crew scheduling between the times of either 0800-1000 or 1800-2000 on the previous calendar day to confirm whether a duty has been assigned as per the Open Time procedures. Once this confirmation has taken place there is no further requirement to be readily available.”

Members have also indicated that Qantas Short Haul Crewing personnel have encountered difficulties in interpreting the current AX day system with crewing team members noting they have been provided with little meaningful guidance from the company to clarify informational gaps in the current EA and FAM.

It appears the ambiguity surrounding AX days is a relic of old business practices that had low resourcing requirements and a small pool of pilots. The approach appears to be a proverbial ‘handshake agreement’ between members and the company to provide maximum rostering flexibility. Although this may have served the company in the past, the suitability of this approach is long expired.

The lack of clarification from the company surrounding AX days has, for the most part, resulted in unnecessary rostering disruptions for members, which places a heavy strain on the company's claim that they offer a ‘great work-life balance’. Furthermore, it appears the ambiguity surrounding the treatment of AX days has resulted in numerous scheduling inefficiencies, which are often a direct result of varying interpretations of the AX day policy by members and crewing.

Members have also indicated the practice of clearing AXs is cumbersome, with members indicating the following concerns:

- Duties are assigned with limited preparation time, in some instances only a few hours before the duty is due to commence;
- The process of clearing an AX day may interfere with rest recovery; and
- Although it is not mandatory to clear an AX day, most members deem it necessary to clear an AX to allow for planning a work-life balance. This necessity means that in some instances, EFA Pilots contact the company on a day off for an AX day that commences on the following day.

Members expressed concern that the process of clearing AX days requires strict adherence to the 0800 to 1000 and 1800 to 2000 times. Outside these times, members are unable to clear their AX day. Members have indicated to ensure stability in their roster, in more instances than not, following a duty, they will wake during their rest recovery to clear their AX day and attempt to continue their rest recovery. Members have further indicated that this practice, although in most instances gives certainty to their work requirements, significantly impacts their fatigue levels. An example of an AX day on a narrow body roster is presented in the following table:

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MON	TUE	WED	THU	FRI	SAT	SUN
Duty 1	Duty 1 Duty 2	Duty 2	AX	Reserve	D/O	D/O
Duty 1: Sign on at 10 PM on Monday and sign off at 4:30 AM on Tuesday Duty 2: Sign on at 10 PM on Tuesday and sign off at 4:30 AM on Wednesday Reserve: Callout may be from 12:01 AM on Friday to 9 AM on Friday						

In this example, the pilot has a duty commencing late Monday evening and returning to their home base the next morning. This is repeated on Tuesday night, with the pilot returning to their home base early Wednesday morning. Under the published AX guidelines in the Qantas Freight Flight Crew Quick Reference Guides, that pilot either has to:

- Disrupt their rest recovery to contact the company before 10 AM on Wednesday to receive a duty or clear their AX; or
- Contact the company at 6 PM on Wednesday evening to receive a duty or clear their AX day. A duty may commence anytime from midnight on Thursday; or
- Be contactable for the entire 24-hour period on Thursday, during which the company may call upon the pilot to commence a duty at any time. This makes preparing for a duty unachievable.

The survey results overview:

Question	I would like all rostering rules such as how to clear AX days contained within the next EFA Agreement.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	94%	2%	4%
Comments	<p>"This is a grey area where no clear rules were written in the EBA and hence is/are being abused."</p> <p>"The ops team [...] said they wanted it auto cleared to my face when I saw them on PDD. Everyone hates it. Don't let management use it to get us to give something up."</p> <p>"All rostering and staff policies should be black and white."</p> <p>"AX days should be cleared prior to the conclusion of the previous shift. The current system involves calling in the day before an AX even if that is an RDO. Totally unacceptable."</p> <p>"All the grey areas (which the company intentionally keep grey), need to be written in black and white for clarity and transparency."</p> <p>"Auto AX cleared like Qantas. Rules outlines in [EBA] not only in reference guides and emails."</p>		

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	<p><i>"The rostering manual is mentioned in the agreement multiple times, yet it doesn't exist at all in the current document library."</i></p> <p><i>"They don't adhere to what is written down now and constantly need to be held to account. There is no room for hand shake deals and pay and conditions not enshrined in a legally binding agreement."</i></p> <p><i>"They should be auto-cleared."</i></p> <p><i>"A clear expectation of what is required of me. No more grey and being ready to argue what is reasonable."</i></p> <p><i>"Clarity would be invaluable."</i></p> <p><i>"Non-negotiable it has to be and is only fair for pilots to know what they can do and not do."</i></p> <p><i>"This is written in the quick reference guide which has been changed a few times as issues have come up to benefit the company. There should be a limit on how many they can roster. Also the call times should be changed, if I finish a duty at 6am I'm unable to clear the AX depending on who answers the phone at crewing. But then is disadvantaged as I got to call in the afternoon session for them to give me a duty starting at 1am how am I to prepare for this duty."</i></p> <p><i>"This all needs to be written and set out unequivocally clear so it cannot be interpreted differently between operations and the pilot cohort. Many of the current items set out in the EBA are equivocal and hence interpreted by operations in poor faith"</i></p> <p><i>"Still don't know if it's a 24 hour on call period"</i></p> <p><i>"No clear rules are known and crewing/management take advantage of that."</i></p>
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Resolution

The unions propose in the next agreement that an AX day is defined. Furthermore, the unions propose the following provision be included in the hours of work section:

A pilot's roster may include AX days. These days are not days off, nor do they contain a duty. The company must contact and assign the duty to the pilot under the following conditions:

- a) *The duty is assigned to the pilot:*

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- i. not less than 36 hours before the scheduled report time for a duty with a total duty length of 48 hours or less;*
 - ii. not less than 48 hours before the scheduled report time for a duty with a total duty length of greater 48 hours, and*
- b) The company cannot contact the pilot on:*
 - i. the pilot's day off or leave day (however so described);*
 - ii. outside the times of 0900 to 1700 local, unless the pilot is on duty; and*
 - iii. not during the pilot's time free of duty period before or after a duty.*
- c) The duty cannot:*
 - i. infringe on a day off, or leave day (however so described);*
 - ii. interrupt a pilot's scheduled training and checking activities. This includes but is not limited to classroom, simulator and aircraft training and checking activities. This doesn't apply to a pilot who is scheduled to support a training and checking activity.*
- d) If the above conditions are not met, this does not preclude the company from attempting to make a request to the pilot to complete the assigned duty. However, the pilot has the right to:*
 - i. refuse the duty; or*
 - ii. accept the duty and receive a day off payment for each for each 24 hour period work thereafter.*
- e) For the avoidance of any doubt, a duty that is allocated to an AX day is deemed a roster variation.*
- f) Each 28 day roster period shall contain no more than 2 AX days.*

3.3 Rostering manual

Claim

The current agreement refers to a rostering manual which does not appear to exist.

Reasoning

Members have indicated concern that a rostering manual is referred to in the current agreement. This rostering manual has been referred to in past negotiations, but on further inspection, it seems to be dated and does not reflect current practices. Furthermore, the Flight Crew Quick Reference Guide also contains practices for rostering, including AX clearing and day off provisions.

Members wish for all rostering practices to be included in the agreement.

Resolution

The unions propose that the next agreement clearly outlines all rostering provisions and practices under the 'Hours of Work' section. This section should include, but not be limited to:

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- Rostering codes;
- All hours of work;
- Provisions for AX and days off; and
- Any new or planned rosters practice, such as blank line or grey day, etc.

3.4 Roster publication and minimum detail

Claim

The current agreement does not adequately require the roster to provide sufficient detail to enable the pilot to conduct their duties.

Reasoning

Section 3.3 of the agreement states:

“Rosters will be developed and issued by the Company from time to time to meet operational needs. The Company will endeavour to issue rosters at least 7 days prior to the commencement of each roster. The Company will advise Pilots of any delay in issuing any such roster. Each roster shall specify each Pilot’s designated days off, duties and leave periods.”

Members have indicated that:

- Publication of rosters has been, on occasions, inconsistent;
- The level of detail published on the roster is incomplete, specifically for:
 - Emergency procedures;
 - Ground school;
 - MD, normally for training exit interview;
 - Professional Development Day; and
 - Simulator sessions.

Members have indicated that the code base nature of webcis has resulted in an unreasonable number of e-mails, phone calls and text messages in order to establish:

- Location of duty;
- Personnel involved;
- Purpose of duty;
- Contact details of the organiser are needed on occasions when the normal lines of communication are not successful.

The current agreement fails to outline roster publication requirements sufficiently.

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Resolution

The unions propose that the next agreement provide updated roster requirements sections. This section should include, at a minimum:

- Rosters to be published no later than 14 days before the commencement of the next roster period;
- Contain a minimum level of detail, including:
 - Location of the duty;
 - Purpose of the duty;
 - Personnel involved; and
 - Contact details organiser (if applicable).

3.5 Variation to published roster

Claim

The current agreement fails to specify when a roster can and cannot be modified.

Reasoning

Members have remarked that the roster stability at EFA is one of the most unstable in the industry. This is exacerbated by the fact that EFA operates scheduled services, a fact that should lend itself to roster stability over instability. This consistent instability leads to the following:

- Fatigue during and after the member's normal hours of work;
- Substantial disruption to a pilot's personal life, including family and dependants;
- Effects on personality, particularly with cumulative fatigue; and
- Further degrade the company's assertion that they offer a 'lifestyle roster'.

The survey results overview:

In the past 6 months in my opinion.			
I have NOT experienced any significant roster disruptions.	I have experienced MINOR roster disruptions, which have resulted in an impact on my work life balance.	I have experienced MAJOR roster disruptions which have resulted in an impact on my work life balance.	Don't know or don't wish to say.
1%	27%	68%	4%

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Question	As a result of roster disruptions or days off being moved, the following outcomes have occurred to me (you can select more than one option as appropriate).			
	I or my spouse/family support have had to cancel or rearrange personal commitments in order to ensure I have care for my dependants.	I have had to cancel or rebook appointments, including GP, dentistry, mental health and specialist appointments, as well as other non-healthcare specific appointments.	I have had to cancel or rearrange personal commitments, such as meeting or catching up with friends/family (i.e. work life balance).	None of these outcomes have occurred to me.
	62%	69%	80%	5%
Comments	<p><i>"I or my spouse/family support have had to cancel or rearrange personal commitments in order to ensure I have care for my dependants."</i></p> <p><i>"There is no stability at all. We cannot plan to have rdo's, we cannot plan to have ax days off."</i></p> <p><i>"The constant cancelling of appointments and inability of being able to properly plan anything on days off brings great disruption and stress to ones family and personal life."</i></p> <p><i>"I've lost 2 nights of accommodation, due to roster changes."</i></p> <p><i>"EFA's roster changes is like a box of chocolates "you never know what you're going to get" - less the chocolate."</i></p> <p><i>"The flexibility that the company believes it has must be challenged. It more than likely goes against NES. What other company has these flexible conditions."</i></p> <p><i>"The lifestyle that this job used to offer no longer exists. The constant stream of pilots leaving shows that this is not sustainable in the long term."</i></p> <p><i>"We can only plan our life around RDOS, extremely difficult to live a work life balance when our rdo's can be revoked at any time. Extremely infuriating."</i></p> <p><i>"Where I haven't been able to reschedule I have been forced to take sick days to make myself available, thus wasting my sick days for later."</i></p>			

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	<p><i>"24-7 on call is a joke."</i></p> <p><i>"To maintain a family life EFA in its current form is not a workplace I can stay at. If they wish to retain or employ anyone over 30 this needs to change."</i></p> <p><i>"A completely fresh EA is required to address the work/life balance short falls. Each employee should be provided days where they can schedule events such that there is no risk that rescheduling need occur. Mutual agreement to accept work on such a day as well as appropriate remuneration should be available. This is consistent with every other airline in this country."</i></p> <p><i>"The current management are literally laughing and deriding the pilots. In turn, the pilots openly detest the company and management. People are leaving and the replacements are coming in with lower experience and qualifications. The place is going downhill and safety is now being compromised."</i></p> <p><i>"All of the above to include financial cost burden associated with changes."</i></p> <p><i>"Duty changes totally change my week and impact me, my wife and my kids. A small short term hole plug results in my kids crying for their dad as a single day turns into 3."</i></p>
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Resolution

The unions propose the following be included in the revised agreement:

- Rosters cannot be changed after roster publication except by mutual agreement between the pilot and the company;
- Any changes made to a roster outside of 24 hours will be wholly contained within a buffer of 2 hours on either side of the duty to a maximum of 2 hours; and
- Within 24 hours of the duty, no changes are permitted except by mutual agreement between the pilot and the company. In this case, the pilot shall be entitled to a variation allowance (see claim 4.9).

3.6 Balanced hours of work

Claim

Current EA fails to outline balancing protocols in the event of an unbalanced allocation of duties.

Reasoning

Members have regularly reported large variations between individual rosters. This can lead to significant lifestyle and fatigue issues for one pilot while the other has a relatively easy roster. It has been presumed by the unions that the rosters prioritise balancing flying hours over duty hours.

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Resolution

The unions propose the next agreement has the inclusion of a balancing provision which stipulates:

Line pilot rosters shall be balanced to within 5 duty hours (not stick time) per roster per rank. However, if roster bidding (see claim 2.3), then the balance of duty hours shall be as close to 5 hours as possible.

3.7 Conditions regarding days off

Claim

Current rostering policies fail to set limits on the rostering of days off. To enable pilots to manage their work-life balance adequately, days off should contain conditions.

Reasoning

The lack of confirmed paired days off unduly impacts work-life balance. It also restricts a pilot's ability to plan their life. Paired days free from duty also allow pilots to recover sufficiently from a more fatiguing operation.

The survey results overview:

Question	The next EFA Agreement needs to have a definition of a day off as incorporating the hours 10:00pm before the day(s) off and 6:00am the day after the day(s) off.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	95%	1%	4%
Comments	<p><i>"This is to give more chance of complete rest."</i></p> <p><i>"On many occasions days off are used up having to try and sleep early for duties starting early the next day. As such they are not really days off as they are spent preparing for the next duty day in the early morning. This takes away precious family time."</i></p> <p><i>"100%. No more duties starting or finishing around midnight."</i></p> <p><i>"I'd be happy with whatever the industry-standard is."</i></p> <p><i>"Agreed, 00:01 reserves after a day off should be banned."</i></p> <p><i>"For a day off to be useful to the employee to conduct personal activities, suitable rest before and after should be mandatory to even be able to consider such a day a "day off"."</i></p>		

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Resolution

The unions propose the next agreement, which contains conditions regarding days off. These conditions should contain the following, at a minimum:

- Once a day off is published on a pilot roster, it cannot be moved unless via mutual agreement;
- Working a day off is by mutual agreement only;
- Rostered days off shall be grouped in a minimum of 2 days with the exception of 1 day off, which can be single days off or when a pilot makes a bid for a single day off;
- A pilot shall be free of duty by 2200 the day before the day off is due to commencement;
- A pilot shall be free of duty until 0600 the day after a day off;
- At least 6 days off per 28-day roster period shall fall on a weekend; and
- If a pilot opts to work on a rostered day off, that day will be substituted in the following bid period.

3.8 Number of days off per roster period

Claim

The current agreement minimum number of scheduled days off per month is below industry and Qantas Group standards. It fails to adequately reflect the demanding nature of a predominantly back-of-the-clock operation.

Reasoning

Given that the majority of operating flights are conducted between 2200 and 0600, the overall fatigue levels are considerably higher than regular daytime flying operations. Subsequently, members are required more time to recover sufficiently.

The survey results overview:

Question	The next EFA Agreement needs to have more rostered days off in each 28-day roster.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	78%	20%	3%
Comments	<p>"10 days off a bid period. We work much more and at 70-80 hours a bid period, we are no longer a "lifestyle job" especially with back of the clock duties which makes it more tiring on your days off to manage long term fatigue levels."</p> <p>"8 days off in a roster period is insufficient to rest and recover when the roster is busy. A clause for a minimum number of weekends off in a roster period would be good, considering the company is still advertising positions with the line "Our Australian domestic network operates weekday night flights only, allowing our pilots a great work-life balance."</p>		

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	<p><i>"Either more days or more protection for the days we have. They should also honour the 2 days per bid period request as currently they have denied all of mine despite the reasoning for needing them so instead I just use sick days (which I think needs reworking, sick days being used for fatigue is rubbish)."</i></p> <p><i>"Virgin pilots get 46 days a year more off than we do. That is greater than the entire leave allowance for the year, not like you can get leave anyway."</i></p> <p><i>"Well I agree with this I think this should only be chased if the company do not give us a fair increase in pay. I would rather see a limit on how many reserve and ax days they can roster. Right now there is nothing stopping the company with issuing a roster with 8 days off and the rest ax days."</i></p> <p><i>"It's necessary as we no longer have weekends off."</i></p> <p><i>"Due to the back of the clock and highly fatiguing flying, a minimum of 10 days off need to be rostered per 28 days. These days off also need to have rules around grouping multiple days together to allow for proper rest and recovery times, plus rules around sign off/sign on times before/after these days off. The essential element of the days off system, is that a system of reasonable protection for these days off needs to be developed. It is impossible for a pilot to meaningfully achieve anything on a day off, it is only confirmed 48 hours out."</i></p> <p><i>"We are now working five days a week, every day of the week. It is no longer a lifestyle job and it is nights. We need protections for work life balance."</i></p>
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Resolution

The unions propose 12 published days off per 28-day roster period. This may be reduced to 11 days off during high demand times. If the company reduces the days off to 11 days (or 10 during peak of December), then the pilot will receive a day off payment (see claim 4.3).

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3.9 Signon and signoff provisions

Claim

The current agreement does not specify signon and signoff provisions. The Flight Administration Manual (FAM) outlines signon and signoff times that members deem inadequate.

Reasoning

Members have indicated that, in some instances, the signon and signoff times are inadequate given the tasks required by the company. Members have indicated that:

- Domestic duty travel signon time of 30 minutes before departure time is inadequate. The 30 minutes allocated requires the member to have:
 - Checked in;
 - Pass through security;
 - Board;
- International duty travel signon time of 60 minutes before departure is insufficient;
- No additional signon time is made for training and checking activities, which during initial training is insufficient; and
- Signoff time from engine shutdown of 15 minutes is insufficient for the majority of operations.

Resolution

The unions propose for the next agreement that the following signon prior to departure and signoff the following arrival provisions be included:

Activity	Port	Report Time/Stand down Time
Operating	Domestic	60 minutes
	International	90 minutes
Duty Travel	Domestic	60 minutes
	International	90 minutes
Training involving a safety pilot	Domestic	90 minutes
	International	120 minutes
Operating	Arrival at home base	15 minutes
	Arrival at domestic outpost	30 minutes plus estimated transport time
	Arrival at international outpost	60 minutes plus estimated transport time
Duty travel	Arrival at home base	30 minutes
	Arrival at domestic outpost	30 minutes plus estimated transport time
	Arrival at international outpost	60 minutes plus estimated transport time

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3.10 Time free of duty following a duty

Claim

The current agreement fails to provide a time free of duty following a duty provision.

Reasoning

At EFA, pilots can be scheduled to operate trips that can span up to 6 days. Following this, the pilot returns to their base and is sent on a trip again. The FRMS only requires 12 hours free of duty.

Resolution

The unions propose the following amendment:

For any trip over 48 hours, a pilot shall be given the minimum time free of duty at home base, which is calculated as follows. For every hour or part, the pilot will be given 0.4 hours of free duty up to a maximum time free of duty of 72 hours.

Example:

- 72 hour duty: $72 \times 0.4 = 28.8$ hours free of duty at home base
- 190 hour duty: $190 \times 0.4 = 76$ hours free of duty at home base (hits the maximum of 72 hours)

For any trip under 48 hours, a pilot shall be given the minimum time free of duty at home base of 15 hours.

3.11 Maximum duty times for non-operational duties

Claim

The current agreement does not provide maximum duty times for non-operational duties.

Reasoning

Members have indicated their concern with duties that exceed those permissible in the FRMS for duties such as:

- Classroom activities;
- Duty travel following a duty (i.e. the operational duty within the FRMS limits, but the duty travel home outside of these limits); and
- Recurrent ground activities such as Emergency Procedures.

The unions believe the company uses a maximum of 14 hours for these non-operational duties. However, it appears recently that this is no longer the case. The unions believe any duty greater than 12 hours should not be planned unless mutually agreed to by the pilot.

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Date	Flight	Depart	Arrive	Eq	Blk	Grnd	Blk	Duty	Cred
	P	4	MEL08:00 Rpt: 0730	SYD09:25 Rls: 0940	7	0:00 SYD	13:05 11:50	0:00	1 2:10 0:43
		73	SYD22:30	MEL23:55	3	1:25	2:05	1	
		73	MEL02:00	PER03:15	3	4:15	2:20	2	
	P	7	PER05:35 Rpt: 2130	MEL12:10 Rls: 1225	3	0:00		3 5:40 14:55 7:28	
TAFB: 28:55		Rest: 16:23				Totals:		5:40	17:05 8:11

An example of a 14 hour and 55 minute scheduled duty allocated to an EFA pilot

Resolution

The unions propose that the next agreement limit all non-operational duties to less than 12 hours unless mutually agreed by the pilot.

The unions also acknowledge that exceptions to these limitations may apply in the case of overseas travel for training purposes (i.e. travel to the United States of America for a type rating course).

3.12 Reserve duties and callout time

Claim

The current agreement fails to meet Qantas Group and industry standards with regards to rostered reserve duties and call-out times.

Reasoning

To bring the EFA agreement into line with Qantas Group agreements, the company must impose limits on the rostering of standby duties.

The current 90-minute call-out is a carte blanche rule that fails to account for the complexities of a late-night call-out adequately. In many instances, the call-out will wake pilots from deep sleep (for call-outs between the hours of 0000-0600). Furthermore, pilots are more likely to live away from their workplace due to the rapid rise in property prices in Brisbane, Melbourne and Sydney.

This is further complicated when carrying out an international duty, which requires a greater degree of preparation and an earlier reporting time to facilitate transit through customs and immigration.

Resolution

The unions propose the next agreement contain the following changes to reserve duties:

- The company may roster no more than 2 reserve duties per bid period;
- With regard to call-out times, the revised times are as follows:
 - Domestic operations: 2 hours; and
 - International operations: 3 hours.

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3.13 Duties around leave

Claim

The current agreement does not include protections for duties around leave, including signon and signoff times.

Reasoning

Members wish for duties not to be scheduled near the commencement or conclusion of their annual leave.

Resolution

The unions propose in the next agreement the following conditions regarding annual leave:

- Sign off prior to a day off to be no later than 2200; and
- Sign on following leave to be not before 0600.

3.14 Working on a day off

Claim

The current agreement states that a pilot may be required to work on a day off and will be entitled to receive an allowance for doing so.

Reasoning

The current wording of this provision allows the company to circumvent their own 48-hour notification rule to require pilots to work on a rostered day off. This provision acts to greatly destabilise a pilot's roster whilst affording the company maximum flexibility. This approach is at odds with other Qantas Group policies. Members strongly believe this requires revision.

Resolution

The unions propose the following amendment to section 3.4 in the next agreement:

The employer may request the pilot to work on a rostered day off only via mutual agreement. On each occasion the pilot agrees to work on a day off, they will receive a day off allowance as specified in this agreement.

3.15 Maximum duty day length

Claim

The current agreement does not provide a provision for maximum duty day length.

Reasoning

Members are concerned that the company may begin increasing duty length in various ways. Even though these duties may sit satisfactorily within the FRMS, members wish for a maximum duty day to be specified in the next agreement.

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Resolution

The unions propose that for the next agreement, a maximum duty day length should be stipulated. The unions propose that the maximum duty length not exceed:

- 120 hours for narrow body duty;
- 168 hours for wide-body duty;
- 168 hours for a duty that contains both narrow and wide body requirements; and
- This maximum length does not apply duties for ground or simulator training.

Should the company wish to introduce a new fleet type or network structure, then the company must consult the pilot council (see claim 8.1), and if support is given by the pilot council, the company may amend this provision.

3.16 Consecutive night duties

Claim

The current agreement does not provide sufficient protection for consecutive night duties.

Reasoning

Late-night operations impose a much higher fatigue burden on crew members than any other form of airline operation. At present standards, the EFA consecutive night rostering provision sits well outside the limits placed on the industry. Key rostering provisions should be included within the agreement to allow sufficient control over company-initiated changes.

The provision, which currently sits within the FAM (6.11), sits below industry and group standards. Current rostering limits require revision and should be included in the revised agreement.

Resolution

The unions propose that the next agreement include a 'Consecutive duty' provision. This provision should include:

- A maximum trip length (for trips excluding simulator duties) of 6 calendar days and no greater than three consecutive night operations, unless mutually agreed to by the pilot; and
- Removal of domestic network provision allowing 5 consecutive duty or standby periods to be rostered once every 28 days where some or all duties involve night operations.

Should the company wish to introduce a new fleet type or network structure, the company must consult the pilot council (see claim 8.1), and if support is given from the pilot council, the company may amend this provision.

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3.17 Day off at home base

Claim

The current agreement does not prevent a day off from being away from a pilot's home base.

Reasoning

Members have indicated concern that the current agreement does not prevent a day off from being allocated away from a member's home base. This provision is commonplace within the industry, and members request the same protection of their day off.

Resolution

The unions propose the next agreement to provide a provision to prevent the scheduling of a day off away from a pilot's home base unless it is via mutual agreement.

3.18 Cancelled duty

Claim

The current agreement does not provide duty hour protection in the event a duty is cancelled or amended.

Reasoning

Current practice when a duty is cancelled is for a pilot to be placed on an AX day. This causes significant disruption to the pilot's lifestyle as they can be reassigned a duty anytime within that 24-hour period.

Furthermore, should the next agreement provide an allowance, either for duty time, overtime or flight time, the member will no longer be entitled to these allowances.

Resolution

The unions propose that the next agreement contain the following:

- When a duty is removed or cancelled by the company, the pilot will be placed on a displaced reserve wholly contained within the hours of the original duty. The pilot can only be re-rostered a duty contained within the displaced reserve unless an alternative duty is scheduled via mutual agreement; and
- If a pilot agrees to the change, they will be paid a roster variation allowance (see claim 4.8).

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3.19 Mid-duty disruptions

Claim

The current agreement does not provide provisions for disruptions whilst on duty.

Reasoning

Members have been disrupted mid-duty/trip, and these disruptions have caused significant disruption to lifestyle, often extending into a day off without the pilot's consent.

Resolution

The unions propose the inclusion of a provision for mid-duty distributions in the revised agreement. At a minimum, this provision should include:

- For whatever reason, if a pilot is disrupted mid-duty/trip, the company will not increase the duty/trip any longer than operationally required;
- If a trip is extended more than 8 hours, then the company will pay the pilot a day off payment for every 24 hours or part thereof that trip/duty is extended; and
- If the proposed trip/duty extends into the pilot's day off, then the pilot will have the option of deadheading to their home base.

3.20 Ground duties, including simulator sessions

Claim

The current agreement does not provide adequate transit time for ground duties, including simulator sessions.

Reasoning

Members have indicated concern, particularly for simulator sessions that:

- Simulator sessions are being planned with either a duty travel flight immediately before or after the duty; and
- The transit time before or after that duty (i.e. the simulator session) is insufficient; and
- The recent likelihood of the duty travel flight being cancelled or delayed; and
- With an increased likelihood of back of the clock simulator sessions, there is an increase in stress from delayed and insufficient transit time as well as insufficient rest before a simulator session.

Resolution

The unions propose that the next agreement provide provisions for ground duties, including simulator time. This provision should include:

- Transit time;
- When hotel rest shall be planned; and
- Consultation process with the pilot council (see claim 8.1)

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3.21 Back of the clock simulator sessions

Claim

The current agreement provides no limitation on back of the clock simulator sessions.

Reasoning

With a high percentage of EFAs simulator sessions being from 1800 to 0600, members are concerned that this results in an increase number of back of the clock simulator sessions. Furthermore, no limitation is provided to prevent the excessive back of the clock simulator sessions from being scheduled in any given period.

Resolution

The unions propose the next agreement to provide a provision for back-of-the-clock simulator sessions. The provision should include:

- No more than 2 back of the clock simulator sessions shall be scheduled in any 7-day period; and
- A back-of-the-clock simulator session is defined as any more than 2 hours of duty time (including briefing and de-briefing) between the hours of 2200 and 0530 local time.

3.22 Simulator support

Claim

The current agreement provides no provisions for simulator support duties.

Reasoning

Due to insufficient cyclic program planning, cyclic groups can be unevenly distributed between Captains and First Officers. These support sessions also, at times, cover simulator sessions other than cyclic sessions. This causes some members to scheduled a large number of simulator support sessions.

Members believe that by having an allowance for roster support duties, the company will be encouraged to conduct roster training events more efficiently.

Resolution

The unions propose that the next agreement should contain an allowance of \$200 per occasion when a pilot is required to support a simulator session. This allowance should increase every year by 3%.

3.23 Online training

Claim

Members have indicated that they are not provided with sufficient rostered time to complete online training courses. By failing to roster online training events, members are, in many cases, required to complete online training during rostered rest or a day off.

Reasoning

Members have indicated concern that due to the increased quantity of online training courses, no allocated time to complete these courses has been provided. Traditionally,

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this was not a significant issue at EFA due to the few hours of work required and the small number of courses required. However, as the hours of work have increased and the variability of these hours of work has increased, it has become more difficult for members to find sufficient time free of duty and not incur into their designated time off to complete these activities.

The unions take the position that expecting pilots to complete training during rest or during days off is an infringement on periods during which the pilot should be released from work duties. Taken in combination with the other issues raised in this statement of claims, it is evident that the company is leveraging rest/personal time to complete training activities. This stands in contradiction to industry norms and the award.

Resolution

Pilots are to be rostered for dedicated ground duty periods in which to complete online training if the expected time to complete this course exceeds 15 minutes. If the company is required to schedule time to complete online training, then this should be scheduled at the pilot's home base during business hours and not be combined with any other duty.

3.24 Variations for trainers

See claim 7.1.

Section 4: Remuneration

Section 4 contains the following remuneration claims:

4.1 Remuneration increase in line with industry

Claim

The base level of remuneration is not in keeping with industry standards.

Reasoning

Excluding the Air Pilot Award 2020, the majority of airline agreements in Australia consist of a base remuneration figure as well as an additional productivity allowance (i.e. Duty Travel Allowance or Duty Hour Allowance, etc.). The current agreement base remuneration is well below that of similar airlines.

Both the unions and members are becoming increasingly frustrated about the company's rhetoric regarding the low number of hours EFA pilots fly and subsequent lower base remuneration. The unions believe this is an incorrect assertion due to:

- The base remuneration fails to include additional productivity allowances (i.e. industry doesn't include hours flown); and
- The majority of hours flown by members are back of the clock, resulting in a more fatiguing environment. Therefore, comparing front-of-the-clock hours with back-of-the-clock hours isn't reasonable.

The survey results overview:

Question	The next EFA Agreement needs to recognise the efficiencies provided by the change of fleet from B737 to A321 aircraft and B767 to A330 aircraft and this needs to be recognised in salaries significantly above the Award rate for all EFA pilots.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	93%	1%	6%
Comments	<p><i>"I can't agree enough. EFA is NO LONGER a lifestyle job, if we are to be worked like that of our Jetstar counterparts, the conditions/pay need to be increased accordingly."</i></p> <p><i>"Same fleet as mainline in the next 2 years. Why should we be paid less. Keep in mind that mainline would send a 330 around the Tasman on wednesday/saturdays nights. What is the pay difference between mainline crew and EFA crew. With the EFA crew carrying more freight."</i></p> <p><i>"This is a major point of contention. The dramatic increase in services and crew required now on the A330 vs the B767 operation have significantly increased hours worked. Suggest a</i></p>		

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	<p><i>minimum hour threshold per month and overtime rates paid above.”</i></p> <p><i>“This is standard industry practice. Pilots need to be paid according to industry rates for pilots in those categories. Ie Industry rate for an A321 is xxxxx Not merely paying the Award rate. This is irrelevant. It’s an industry pilot salary.”</i></p> <p><i>“Pilot retention is a big issue in EFA and the only way to attract people is through salaries and conditions.”</i></p> <p><i>“Would accept a base pay rate close to the award if provisions were made for additional pay for flying, reserve or call-out duties on the weekend. Allowing some ability for pilots to bid for higher paying duties.”</i></p> <p><i>“Worst pay in Australia. For the a330 probably the worst in the world.”</i></p> <p><i>“It’s not weekends off anymore. Things a proper fulltime airline now so the pay needs to change to reflect this.”</i></p> <p><i>“The industry low wages are an embarrassment.”</i></p> <p><i>“Suggest common pay provision for 330/320 (higher rate for operating both types future proofs against any CCQ possibility).”</i></p>
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Resolution

The unions propose the following remuneration pay scales, which are in line with industry standards in the next agreement:

Narrow body	Commencement of agreement	Increase per year of the agreement
Captain	\$250,000.00	3%
First Officer	\$162,500.00	3%

Wide body	Commencement of agreement	Increase per year of the agreement
Captain	\$287,500.00	3%
First Officer	\$186,875.00	3%

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4.2 Recognition of length of tenure in base remuneration

Claim

The current agreement does not satisfactorily recognise the length of tenure in base remuneration.

Reasoning

Across the Qantas Group, length of tenure is rewarded in a pilot's base salary. This is not the case in the current agreement. This is shown in the following table:

The agreement and the sample quoted	Years	Captain	Approximate wage increase
Proposed Qantas Short Haul 2024 Voted NO on 1 October 2024 Pay payable on 1/9/2025	1	\$262,624.99	-
	2	\$269,722.94	3%
	3	\$276,820.90	3%
	4	\$283,918.93	3%
	5	\$291,016.90	2%
	6	\$298,292.33	3%
	Years	First Officer	Approximate wage increase
	1	\$168,079.93	-
	2	\$172,622.64	3%
	3	\$177,165.36	3%
	4	\$181,708.07	3%
	5	\$186,250.77	2%
	6	\$190,907.04	3%
The agreement and the sample quoted	Years	Captain	Approximate wage increase
Proposed Network Aviation 2023 last voted no in late 2023 Pay payable on 15/10/2025	Commencement	\$231,991.91	-
	3	\$238,951.66	3%
	5	\$246,120.21	3%
	7	\$253,503.82	3%
	10	\$261,108.94	3%
	Years	First Officer	Approximate wage increase
	Commencement	\$150,344.43	-
	3	\$154,854.76	3%
	5	\$159,500.41	3%
	7	\$164,285.42	3%

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Furthermore, the past three agreements have successively reduced the length of tenure recognition. This is shown in the following table:

Express Freighters Australia Operation Pty Ltd Employee Collective Agreement 2009		
<p>4. Remuneration and Benefits</p> <p>4.1 For B737 or other Narrow Body Freighter Aircraft operated by Express Freighters, the employees' total annual remuneration for all hours worked will be as follows, plus 9% superannuation:</p>		
Classification	Period of service	Remuneration per annum
Captain	On commencement in position (rank)	\$120,000
	On completion of 1 year continuous service in position (rank)	\$123,600
	On Completion of 2 years' continuous service in position (rank)	\$127,308
	On completion of 2 years' and 6 months continuous service in position (rank)	\$140,000
	On completion of 3 years' and 6 months continuous service in position (rank)	\$144,200 (i.e. 3% increase)
	On completion of each subsequent year of continuous service in position (rank) (that is, 4 years and 6 months; 5 years and 6 months; during the nominal term of this Agreement)	Additional 3% increase
Classification	Period of service	Remuneration per annum
First Officer	On commencement in position (rank)	\$75,000
	On completion of 1 year continuous service in position (rank)	\$78,000
	On completion of 2 years' 6 months continuous service in position (rank)	\$92,500
	On completion of 3 years' 6 months continuous service	\$95,275 (i.e. 3% increase)

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Express Freighters Australia Operation Pty Ltd Employee Collective Agreement 2009

	in position (rank)	
	On completion of each subsequent year of continuous service in position (rank) (that is, 4 years and 6 months, and 5 years and 6 months) during the nominal term of this Agreement	Additional 3% increase

Despite the table above, in recognition of the Employee's knowledge of Express Freighters' operation, an Express Freighters First Officer employed at 15 May 2009 who completes 18 months service as a First Officer prior being successfully promoted and checked to line as a Captain will be entitled to a total annual remuneration for all hours worked (plus 9% superannuation) as follows:

Classification	Period of service	Remuneration per annum
Express Freighters Captain who checks to line as a Captain after completing 2 years service as an Express Freighters First Officer	On Check to line as Captain	\$120,000
	On completion of 1 year continuous service as Captain	\$123,600
	On completion of 1 year and 6 months continuous service as Captain	\$140,000
	On completion of 2 years' and 6 months continuous as Captain	\$144,200 (i.e. 3% increase)
	On completion of each subsequent year of continuous service as Captain (rank) (that is, 3 years and 6 months; 4 years and 6 months; 5 years and 6 months during the life of this Agreement)	Additional 3% increase

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Express Freighters Australia Operation Pty Ltd Employee Agreement 2014

4 Remuneration and Benefits

4.1 For Narrow Body Aircraft, total annual remuneration for all duties completed will be as follows, plus superannuation:

Classification	Period of service	Remuneration per annum
Captain with nil to 3.5 years' service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$145,258
	Thereafter, on 1 January 2016	\$151,794
	Thereafter, on 1 January 2017	\$156,348
	Thereafter, on 1 January 2018	\$161,038
Captain with 3.5 years' service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$148,526
	Thereafter on 1 January 2016	\$152,982
	Thereafter on 1 January 2017	\$157,571
	Thereafter on 1 January 2018	\$162,298
Captain with 4.5 years' service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$152,982
	Thereafter on 1 January 2016	\$157,571
	Thereafter on 1 January 2017	\$162,298

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Express Freighters Australia Operation Pty Ltd Employee Agreement 2014

Classification	Period of service	Remuneration per annum
	Thereafter on 1 January 2018	\$167,167
Captain with 5.5 years' service in rank with the Company on commencement of the Agreement	From 1 July 2014	\$157,571
	Thereafter on 1 January 2016	\$162,298
	Thereafter on 1 January 2017	\$167,167
	Thereafter on 1 January 2018	\$172,182
Captain with 6.5 years' or greater service in rank with the Company on commencement of the Agreement	From 1 July 2014	\$162,298
	Thereafter on 1 January 2016	\$167,167
	Thereafter on 1 January 2017	\$172,182
	Thereafter on 1 January 2018	\$177,348
Classification	Period of service	Remuneration per annum
First Officer with nil to 3.5 years' service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$93,875
	Thereafter, on 1 January 2016	\$98,099
	Thereafter, on 1 January 2017	\$101,042
	Thereafter, on 1 January 2018	\$104,074
First Officer with 3.5 years' service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$95,275
	Thereafter, on 1 January 2016	\$98,133
	Thereafter, on 1 January 2017	\$101,077
	Thereafter, on 1 January 2018	\$104,110
First Officer with 4.5 years' service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$98,133
	Thereafter, on 1 January 2016	\$101,077
	Thereafter, on 1 January 2017	\$104,110
	Thereafter, on 1 January 2018	\$107,233
First Officer with 5.5 years' or greater service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$101,077
	Thereafter, on 1 January 2016	\$104,110

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Express Freighters Australia Operation Pty Ltd Employee Agreement 2014

Classification	Period of service	Remuneration per annum
	Thereafter, on 1 January 2017	\$107,233
	Thereafter, on 1 January 2018	\$110,450

- 4.2 For Wide Body Aircraft, total annual remuneration for all duties completed will be as follows, plus superannuation:

Classification	Period of service in position	Remuneration per annum
Captain – after being successfully checked to line for the operation of the wide bodied aircraft	From 1 July 2014	\$170,000
	Thereafter, on 1 January 2016	\$175,100
	Thereafter, on 1 January 2017	\$180,353
	Thereafter, on 1 January 2018	\$185,764
Captain with 1 years' service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$175,100
	Thereafter, on 1 January 2016	\$180,353
	Thereafter, on 1 January 2017	\$185,764
	Thereafter, on 1 January 2018	\$191,336
Captain with 2 years' service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$180,353
	Thereafter, on 1 January 2016	\$185,764
	Thereafter, on 1 January 2017	\$191,336
	Thereafter, on 1 January 2018	\$197,077
Captain with 3 years' or greater service in rank with the Company on commencement of the Agreement -	From 1 July 2014	\$185,764
	Thereafter, on 1 January 2016	\$191,336
	Thereafter, on 1 January 2017	\$197,077
	Thereafter, on 1 January 2018	\$202,989
Classification	Period of service in position	Remuneration per annum
First Officer – after being successfully checked to line for the operation of the wide bodied aircraft and up to 2 years' service in rank with the Company on commencement of the Agreement	From 1 July 2014	\$114,904
	Thereafter, on 1 January 2016	\$120,075
	Thereafter, on 1 January 2017	\$123,677
	Thereafter, on 1 January 2018	\$127,387
First Officer with 2	From 1 July 2014	\$116,699

Classification	Period of service in position	Remuneration per annum
years' or greater service in rank with the Company on commencement of the Agreement -	Thereafter, on 1 January 2016 -	\$120,200
	Thereafter, on 1 January 2017 -	\$123,806
	Thereafter, on 1 January 2018 -	\$127,520

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Express Freighters Australia Operation Pty Ltd Employee Agreement 2021

4 Remuneration and Benefits

- 4.1 For Narrow Body Aircraft, total annual remuneration for all duties completed will be as follows, plus superannuation:

Classification	Period of service	Remuneration per annum
Captain appointed after 11 February 2015 or with nil to 3.5 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$175,050
	Thereafter, on 1 January 2022	\$178,551
	Thereafter, on 1 January 2023	\$182,122
	Thereafter, on 1 January 2024	\$185,764
Captain with 3.5 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$175,050
	Thereafter on 1 January 2022	\$178,551
	Thereafter on 1 January 2023	\$182,122
	Thereafter on 1 January 2024	\$185,764
Captain with 4.5 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$175,050
	Thereafter on 1 January 2022	\$178,551
	Thereafter on 1 January 2023	\$182,122
	Thereafter on 1 January 2024	\$185,764
Captain with 5.5 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$175,626

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Express Freighters Australia Operation Pty Ltd Employee Agreement 2021

Classification	Period of service	Remuneration per annum
February 2015		
	Thereafter on 1 January 2022	\$179,139
	Thereafter on 1 January 2023	\$182,722
	Thereafter on 1 January 2024	\$186,376
Captain with 6.5 years' or greater service in rank with the Company on 11 February 2015.	From 1 January 2021	\$180,895
	Thereafter on 1 January 2022	\$184,513
	Thereafter on 1 January 2023	\$188,203
	Thereafter on 1 January 2024	\$191,967
Classification	Period of service	Remuneration per annum
First Officer appointed after 11 February 2015 or with nil to 3.5 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$113,346
	Thereafter, on 1 January 2022	\$115,613
	Thereafter, on 1 January 2023	\$117,925
	Thereafter, on 1 January 2024	\$120,284
First Officer with 3.5 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$113,346
	Thereafter, on 1 January 2022	\$115,613
	Thereafter, on 1 January 2023	\$117,925
	Thereafter, on 1 January 2024	\$120,284
First Officer with 4.5 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$113,346
	Thereafter, on 1 January 2022	\$115,613
	Thereafter, on 1 January 2023	\$117,925
	Thereafter, on 1 January 2024	\$120,284
First Officer with 5.5 years' or greater service in rank with the Company on 11 February 2015	From 1 January 2021	\$113,346
	Thereafter, on 1 January 2022	\$115,613
	Thereafter, on 1 January 2023	\$117,925
	Thereafter, on 1 January 2024	\$120,284

- 4.2 For Wide Body Aircraft, total annual remuneration for all duties completed will be as follows, plus superannuation:

Classification	Period of service in position	Remuneration per annum
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Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Express Freighters Australia Operation Pty Ltd Employee Agreement 2021

Classification	Period of service in position	Remuneration per annum
Captain – after being successfully checked to line for the operation of the wide bodied aircraft	From 1 January 2021	\$197,197
	Thereafter, on 1 January 2022	\$201,141
	Thereafter, on 1 January 2023	\$205,164
	Thereafter, on 1 January 2024	\$209,267
Captain with 1 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$197,197
	Thereafter, on 1 January 2022	\$201,141
	Thereafter, on 1 January 2023	\$205,164
	Thereafter, on 1 January 2024	\$209,207
Captain with 2 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$201,019
	Thereafter, on 1 January 2022	\$205,039
	Thereafter, on 1 January 2023	\$209,140
	Thereafter, on 1 January 2024	\$213,323
Captain with 3 years' or greater service in rank with the Company on 11 February 2015	From 1 January 2021	\$207,049
	Thereafter, on 1 January 2022	\$211,190
	Thereafter, on 1 January 2023	\$215,414
	Thereafter, on 1 January 2024	\$219,722
Classification	Period of service in position	Remuneration per annum
First Officer – after being successfully checked to line for the operation of the wide bodied aircraft and up to 2 years' service in rank with the Company on 11 February 2015	From 1 January 2021	\$132,898
	Thereafter, on 1 January 2022	\$135,556
	Thereafter, on 1 January 2023	\$138,267
	Thereafter, on 1 January 2024	\$141,032
First Officer with 2 years' or greater service in rank with the Company on 11 February 2015	From 1 January 2021	\$132,898
	Thereafter, on 1 January 2022	\$135,556
	Thereafter, on 1 January 2023	\$138,267
	Thereafter, on 1 January 2024	\$141,032

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Resolution

The unions propose, further to the additions in claim 4.1, that the base salary be increased in accordance with the table below:

Years of continuous service	Increase in base remuneration
1	1.5%
2	1.5%
3	1.5%
4	1.5%
5	1.5%
6	1.5%
7	1.5%
8	1.5%
9	1.5%
10	1.5%

4.3 Day off Payment

Claim

The current day off payment fails to reflect the level of disruption experienced by pilots electing to work on a scheduled day off. When carrying out a predominantly night operation, sacrificing a day off has a disproportionate impact on the pilot's life and, as such, should be reflected in the rate of payment.

Reasoning

Members believe that day off payments should be increased for the following reasons:

- Assisting the company on days off has a significant impact on work-life balance;
- The nature of duties conducted are likely to involve back-of-the-clock work; and
- The current day off payment is inconsistent with the proposed Network Aviation agreement put to Network Aviation in 2023 (demonstrated in the following table).

The current agreement provides a day off payment for a pilot who works on a designated day off. These payments and the ratio compared to narrow body base salary are shown below:

Classification	Base salary	Day off payment	Ratio
Captain	\$193,157	\$1,160	167
First Officer	\$125,071	\$789	159
Pay from 1 st January 2024			

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



The proposed Network Aviation 2023 agreement, was the last proposed agreement that was voted no in late 2023, also provided provisions for a day off payments. These payments and the ratio compared to the A319/A320 are shown below:

Classification	Base salary	Day off payment		Ratio	
		Duty < 8 hours	Duty ≥ 8 hours	Duty < 8 hours	Duty ≥ 8 hours
Captain	\$225,235	\$1,635	\$2,040	138	110
First Officer	\$145,965	\$1,004	\$1,255	145	116
Pay from 15 th October 2024					

The survey results overview:

Question	The next EFA Agreement needs to provide a higher payment (at least equivalent to that paid at other airlines) where a pilot agrees to work on a rostered day off.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	94%	1%	5%
Comments	<p><i>"As it stands, our wide pilots are paid approximately 40% less than those relative other wide body pilots within the group."</i></p> <p><i>"Same job same pay is not far off what we should be going for. Every time we go to work is automatically 2 days. that essentially means that the credit hours that we do are actually halved. Not our fault, its the nature of night freight. The fact that crews can stay overseas for 3+ days without extra payment is unacceptable. Crews are doing a time away from base (TAFB) of over 280 hours in 28 days. That equates to over 10 hours work a day for a 28 day roster. I have also heard a manager say..."think of the allowances!" Allowances aren't something that the company graciously gives us, its an ATO requirement . They regularly under pay crew members (accidentally of course) and set the policy time as not a window as per the ATO or other EBAs/Awards but leave it as 0900,1300,1800. Meaning if your not in the hotel at these times, you don't get the payment. Precedence to argue for a more flexible meal windows is already in the EFA Quick reference guide- meal allowance form where the windows are 600-900, 1100-1400,1800-2100."</i></p> <p><i>"Days off are extremely important especially for pilots who may spend a lot of time away as it is, or commute. Changing days off must come with a substitution pay off for the crew."</i></p>		

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



	<p><i>"We work very difficult hours, and a day off payment needs to be higher than the average of other airlines. EFA can't retain staff, can't plan and can't organise the schedule and crew numbers. This is their problem. Maybe, if they did this no one would get called on days off. Therefore, make the payment very high."</i></p> <p><i>"We work night shift so there should be a huge benefit for us to come in on our day off and disrupt our regular sleep schedule. Also a monthly credit hours for flying should be introduced, this is pretty standard in the industry currently around 55 at mainline should be like 30hours for freight flying. This helps spread the flying around and also give an incentive to work extra should pilots want this."</i></p> <p><i>"It needs to be an amount worthwhile for the employee. Bearing in mind most of us will lose in a significant amount in tax."</i></p> <p><i>"We are now 24/7 x 365 days Needs to change."</i></p>
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Resolution

The unions propose the following day off payment ratios in the next agreement:

Classification	Base remuneration divided by:	
	Duty < 8 hours	Duty ≥ 8 hours
Captain	138	110
First Officer		

4.4 Overtime, including simulator time and factoring for night shift

Claim

The current agreement's annual performance incentive payment (overtime) is unachievable and does not meet industry standards.

Reasoning

Members are frustrated that the increase in productivity, including duty times and flying hours during recent times, has still not triggered the agreement's annual performance incentive payment provision for the majority of members.

The unions believe this incentive payment is inadequate for the following reasons:

- The payment is calculated based on flight hours over the year rather than a 28-day roster period. This does not recognise those roster periods throughout the year when a member completes more flight time than they would normally;
- The threshold for overtime is based on 750 actual flying hours, which is unachievable for an airline that primarily conducts night cargo operations;

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



- The threshold for overtime is primarily based on an industry figure for front-of-the-clock operations and does not reflect the increased hardship of night work; and
- There is no factoring for numerous back-of-the-clock operations.

The survey results overview:

Question	The next EFA Agreement needs to provide a reasonable overtime allowance that recognises the unique nature of night freight operations.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	91%	0%	7%
Comments	<p><i>"This marker should be based on duty hours not flight hours. Standby needs to be included in the accumulation of hours towards an overtime trigger. Paxing sectors and ground duties need to come with credits towards an overtime trigger."</i></p> <p><i>"No one has got overtime in the 17 year history of EFA."</i></p> <p><i>"I feel that overtime is not really a thing in EFA as we're mostly working back of the clock anyway. We're always working outside normal work hours. So maybe some sort of hourly rate to reflect this instead of overtime."</i></p> <p><i>"This may also help the lack of respect in terms of personal lives and roster stability."</i></p> <p><i>"Night hours are much more difficult ,olkoa tht eresg."</i></p> <p><i>"It's not a normal job."</i></p> <p><i>"Current data indicates back of the clock work strips years off your life, approx 15. Where is the compensation for that?"</i></p> <p><i>"Industry standard. We need a good base with the potential for earning more for working more. Might get the managers out flying more too."</i></p> <p><i>"A sector allowance could also be added to reflect the fact a 3 sector duty is much more taxing than a 1 sector duty. A flight hour allowance starting at hour zero could also be considered to reflect the fact that historically in times of high training load C&T pilots work significantly more than line pilots."</i></p> <p><i>"Unachievable overtime provisions are redundant and irrelevant. Relevant and specific tailored provisions to the type</i></p>		

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



	<p><i>and hours of work conducted is required which will help reduce the recrewing of flights and increase overall productivity.”</i></p> <p><i>“It is a night time job. A 10 hour shift from 8 AM is 100% to a 10 hour shift at 8 PM. My health will suffer in the long term if the company thinks it is the same and I certainly won't stay in an airline that is happy to disregard my health and safety.”</i></p> <p><i>“As it stands we have no overtime allowance at all other than beyond 750 hours per calendar. This is unacceptable and needs to be a monthly o/t period threshold.”</i></p> <p><i>“The overtime rate should be looked at qantas and virgin ours should be half of there's since we work nights. The hourly rate over the credit should be around what other eba's pay.”</i></p> <p><i>“Flying night freight is significantly more taxing in both health and family and we are not compensated accordingly.”</i></p> <p><i>“Minimum guarantee should be aligned with current/previous rostered averages.”</i></p> <p><i>“It's not easy flying around 2-5am We typically worked less Now we work more and paid less.”</i></p>
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Resolution

The unions propose that the next agreement include an overtime allowance to more adequately reflect the added burden of increased frequency of back of the clock flying and simulator duties.

The unions are currently preparing various alternatives of an overtime allowance.

4.5 Trainer allowance

Claim

The current trainer allowance is not in keeping with industry standard, particularly as the majority of trainers at EFA conduct increased hours of work when compared to non-training pilots.

Reasoning

An update to the structure of the trainer allowance is required for the following reasons:

- An overall increase in line with industry standards;
- Recognising that training covers a variety of activities and qualifications and, therefore, the allowance needs to cover these activities and qualifications; and
- Recognise that ground and simulator activities prevent a trainer from receiving any additional allowances which they would otherwise receive when conducting flying duties.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Resolution

The unions propose the following allowances and conditions in the next agreement:

Category	Allowance	Comments
Level 1	\$35,000.00	Activities covered are: <ul style="list-style-type: none">• Training Captain (i.e. line training)
Level 2	\$40,000.00	Activities covered are: <ul style="list-style-type: none">• Level 1 activities, and• Check Pilot (Aircraft)
Level 3	\$50,000.00	Activities covered are: <ul style="list-style-type: none">• Level 1, or 2 activities, and• Check Pilot (Simulator), or• Simulator Instructor
Level 4	\$55,000.00	Activities covered are: <ul style="list-style-type: none">• Level 1, 2, or 3 activities, and• Flight Examiner; or• Accreditor; or• Standardisation Observer

The allowance is payable anytime a pilot is called upon to conduct training activities. If the company no longer requires a pilot to conduct these activities, they shall advise the pilot in writing with a minimum of four weeks' notice.

4.6 Facilitators allowance

Claim

The agreement does not provide a specific provision for pilots who conduct ground training activities, such as classroom training and facilitation.

Reasoning

Members have indicated there is no specific provision for:

- NTS facilitators;
- FRMS facilitators;
- Ground instructors; or
- Any other non-flying or simulator training position.

Resolution

The unions propose the following allowances of \$15,000 for facilitators in the next agreement. The allowance is payable anytime a pilot is called upon to conduct facilitation activities. If the company no longer requires a pilot to conduct these activities, they shall advise the pilot in writing with a minimum of four weeks' notice.

4.7 Loss of licence allowance

Claim

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



The current agreement provides provisions for loss of licence insurance, which many members believe is adequate cover.

Reasoning- industry standard

The current agreements has the following provision:

“4.14 The Company will provide each Employee with Loss of Licence Insurance in accordance with Company Policy.”

Furthermore, the company's FAM, section 10.6, states that members can obtain the product disclosure statement for the insurance from EFA management. Below is the current cover provided by EFA loss of licence insurance:

Age	Insured amount
Under 25	\$446,830
25-29	\$446,830
30-34	\$379,525
35-39	\$357,091
40-44	\$353,351
45-49	\$315,960
50-59	\$284,176 to \$114,046
60-64	\$102,827
<ul style="list-style-type: none">These details above are due to expire on 30th of April 2025. Further policies may change the insured value.	

Members have indicated that the provided loss of licence insurance is:

- Insufficient payout for the current cost of living;
- The threshold for a payout appears not to cover temporary loss of licence (i.e. several months grounding); and
- Members find attaining the product disclosure statement (PDS) challenging. Further exacerbated is that the company does not make it known to pilots when updates to the PDS are made.

With this in mind, many members choose to attain their own insurance, likely through the Australian Air Pilots Mutual Benefit Fund (AAPMBF). Members indicate that this insurance is preferred due to:

- Higher insured amount, with the additional option to increase cover by \$200,000 (see following table); and
- The threshold for a payout or partial payout is lower and, in most instances, allows a payout due to a temporary loss of licence.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



RULE 3 – CONTRIBUTIONS - APPENDIX A										
2024-2025 CONTRIBUTIONS AND BENEFITS SCALE										
1 STANDARD CAPITAL BENEFIT TO A MAXIMUM OF \$600,000 <small>The minimum Standard Capital Benefit shall be \$100,000.</small>										
Present Age	Joining Band 1 (Under 40)			Joining Band 2 (Between 40 – 44)			Joining Band 3 (Between 45 – 49)			
	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST	Maximum Cover
<30	\$600,000	\$2.44	\$1,610.40							
30 – 34	\$600,000	\$2.80	\$1,848.00							
35 – 39	\$600,000	\$3.18	\$2,098.80							
40 – 44	\$600,000	\$3.90	\$2,574.00	\$480,000	\$7.04	\$3,717.12				
45 – 49	\$600,000	\$4.65	\$3,069.00	\$480,000	\$7.89	\$4,165.92	\$420,000	\$8.60	\$3,973.20	
50 – 52	\$540,000	\$5.64	\$3,350.16	\$432,000	\$9.01	\$4,281.55	\$378,000	\$9.86	\$4,099.79	
53 – 55	\$480,000	\$6.84	\$3,611.52	\$384,000	\$10.28	\$4,342.27	\$336,000	\$11.30	\$4,176.48	
56 – 58	\$420,000	\$8.57	\$3,959.34	\$336,000	\$11.99	\$4,431.50	\$294,000	\$13.27	\$4,291.52	
59 – 61	\$360,000	\$11.00	\$4,356.00	\$288,000	\$14.32	\$4,536.58	\$252,000	\$15.98	\$4,429.66	
62 – 64	\$300,000	\$14.06	\$4,639.80	\$240,000	\$16.88	\$4,456.32	\$210,000	\$18.98	\$4,384.38	
2 ADDITIONAL \$200,000 PREMIUM CAPITAL BENEFIT <small>For members who hold the maximum Standard Capital Benefit, only available prior to the age of 50. For permanent Loss of Licence only.</small>										
Present Age	Joining Band 1 (Under 40)			Joining Band 2 (Between 40 – 44)			Joining Band 3 (Between 45 – 49)			
	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST	Present Age	Maximum Cover	Rate per \$1,000 excl. GST	Annual Cost incl. GST	Present Age	Maximum Cover	Rate per \$1,000 excl. GST
<30 – 64	\$200,000	\$4.02	\$884.40	40 – 64	\$200,000	\$5.37	\$1,181.40	45 – 64	\$200,000	\$6.72
3 ADDITIONAL DEATH BENEFIT <small>The lump sum starts at \$100,000 and increases \$10,000 for each year of membership to a maximum of \$300,000. The Death Benefit payable shall not in value exceed the amount of the Standard Capital Benefit. In the event of death, benefits payable include the Standard Capital Benefit, the Premium Capital Benefit (if applicable) AND the Death Benefit assigned to you.</small>										
<small>Effective 1 May 2024. Subject to the AAPMBF Rules. Under the Rules, Austair reserves the right to review and adjust the above rates periodically.</small>										
AUSTRALIAN AIR PILOTS MBF T 03 9928 4500 E membership@aapmbf.com.au W aapmbf.com.au Trustee: Austair Pilots Pty Ltd AFSL 944259										

AAPMBF Current Rules, effective 1 May 2023 (V23-03)

Furthermore, members indicated that the Air Pilot Award and other agreements provide provisions for their pilots to claim an allowance for their loss of license insurance. The following table is an overview of the Award and other agreements regarding the loss of licence allowance:

Award of agreement	Provision
Air Pilot Award 2020	<p>20.3 Expense-related allowances</p> <p><i>(c) Loss of pilot's licence allowance</i></p> <p><i>In addition to all other remuneration prescribed by this award the employer will pay to each pilot on permanent hire an annual allowance of up to \$2753 to assist the pilot to hold adequate insurance against loss of licence. Payment of the allowance will be made on the first date for payment of salary after production by the pilot of proof of payment.</i></p>
Proposed Network Aviation 2023. Voted NO on November 2023 Pay payable on 15/10/2025	<p>10.8.3 Loss of Licence Insurance</p> <p><i>Pilots will have the option of opting out of the insurance coverage identified in 10.8.1 and 10.8.2 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 \$2,364 per annum (upon production of a</i></p>

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



	<i>receipt) as set by the Air Pilots Award 2020 and as varied from time to time or as replaced.</i>
Jetstar Agreement 2019	<p>22.1 Loss of Licence Insurance</p> <p>22.1.1 . On application by a pilot the Company will provide the pilot with loss of licence insurance, or will reimburse in accordance with clause 41 .2 the pilot's cost of purchase of loss of licence, income protection or other similar insurances, to a maximum of the higher of:</p> <p style="padding-left: 40px;">a) 1.5% per annum of the pilot's applicable Base Salary set out in clause 40; or</p> <p style="padding-left: 40px;">(b) \$2,154.</p> <p>22.1.2. Allowances and any EFA will not apply in determining the Base Salary.</p> <p>22.1.3. The maximum reimbursement amounts specified at 22.1.1 (b) shall be increased by 3% per year, commencing 1 July 2023.</p> <p>22.1.4. Pilots may elect for an amount up to the maximum reimbursement to be paid directly to the relevant insurer or loss of licence provider in accordance with any bulk billing arrangement agreed by the Company and the provider.</p> <p>22.1.5. The Company will require production of an appropriate receipt before reimbursing the pilot.</p> <p>22.1.6. At Company discretion, a pilot who loses their class 1 medical may be offered alternative employment on ground duties.</p>

The survey results overview:

Question	The next EFA Agreement needs to provide a loss of licence reimbursement amount for additional cover above the company provided scheme.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	88%	1%	11%
Comments	<p>"Basic award entitlement."</p> <p>"The present loss of licence scheme provided by EFA is extremely sub standard and well bellow the realistic mncial</p>		

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



	<p><i>obligations of a pilot in the year 2024. Many EFA pilots have sort their own insurance due to the inadequacy of the provided coverage. It seems false economies, for the company, to not simply pay the pilots an allowance that allows them the flexibility to pay for their own premiums, with their chosen company."</i></p> <p><i>"Standard in the industry."</i></p> <p><i>"[...] when I looked into LOL insurance that EFA provides, it is no where near enough."</i></p> <p><i>"Everyone else does."</i></p> <p><i>"That's industry standard. Even in the award."</i></p> <p><i>"Industry standard. We shouldn't have to be asking for this."</i></p> <p><i>"Qantas loss of licence does not cover temporary loss of licence. Having a 6 month medical issue could mean no financial cover if you only relied on Qantas. With mortgages to pay etc it is reasonable to get reimbursement for cover purchased. Especially if they want to remain competitive with the market."</i></p> <p><i>"Should be industry standard. It's in the award."</i></p> <p><i>"The company's one is horrible."</i></p>
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Resolution

The unions propose in the next agreement that a loss of licence allowance should be available to pilots who wish to cover their own loss of licence insurance and/or income protection. The unions propose that this allowance be up to a maximum of \$2,753, or if greater, the amount specified in the Air Pilot Award, as amended from time to time.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



4.8 Duty allowance

Claim

The current agreement does not provide adequate compensation for duty time.

Reasoning

Members are concerned that in recent times, the total duty length has appeared to increase, even though the flight time has not. Members are further concerned that this increased duty time is not being sufficiently remunerated.

Resolution

The unions propose the next agreement include a duty allowance provision.

The duty allowance shall be paid to all pilots for all duty hours. Duty hours are defined as the period between signon and sign off in any port on any day.

Duty allowance (hourly rate)	Amount	Increase per year of the agreement
Captain	\$17.00	3%
First Officer	\$11.06	3%

4.9 Variation allowance

Claim

The current agreement does not provide for duty changes after the roster is published.

Reasoning

Members currently experience a significant amount of roster changes during a normal BP. This causes a significant interference with lifestyle. Introducing an allowance will encourage the company to publish rosters with fewer changes and also allow pilots who agree to the change an allowance for the disruption.

Resolution

The unions propose that the next agreement introduce a roster variation allowance in accordance with claims 3.5 and 3.19. In the case of both claims, the allowance is payable pro rata up to a maximum of 4 hours at the following hourly rate:

Variation allowance (hourly rate)	Amount	Increase per year of the agreement
Captain	\$220	3%
First Officer	\$143	3%

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



4.10 Meal allowance

Claim

The current meal allowance capture criteria are inconsistent with the industry and award.

Reasoning

The current agreements provide meal allowance criteria based on when the pilot is at the hotel. Section 4.12 is shown in the following table:

The meal allowances payable will be reviewed and increased from time-to-time by the Company in line with the relevant annual taxation determination.	
•	The breakfast meal allowance is payable where the local time of arrival at the hotel is prior to 0900 and the departure from the hotel is after 0900 (local time) or the slip at the hotel includes this time period.
•	The lunch allowance is payable where the local time of arrival at the hotel is prior to 1300 and the departure from the hotel is after 1300 (local time) or the slip time at the hotel includes this period.
•	The dinner allowance is payable where the local time of arrival at the hotel is prior to 1800 and the departure from the hotel is after 1800 (local time) or the slip time at the hotel includes this period.

Section 4.12 of Express Freighters Australia Operation Pty Ltd Employee Collective Agreement 2021

Members have indicated concern regarding these times. Their major concerns are:

- If the arrival time is narrowly after, or the departure time is narrowly before these defined times, then the meal allowance is not payable, even though the member would have likely brought a meal (i.e. check out time of 1730 and buying an early dinner);
- If a flight is delayed and the member misses the defined time, the member loses the allowance but is likely to purchase a meal anyhow (i.e. scheduled hotel time at 0800, but due to a flight delay, the member arrives at the hotel at 0915 and buys a late breakfast); and
- The times are inconsistent with industry standard and the Air Pilot Award.

(v) Where a pilot commences a tour of duty from a layover port involving duty during a meal period and such duty exceeds 30 minutes the pilot will be provided with a meal or be paid the following allowances:	
	\$ per meal
0630–0800 hours	34.19
1200–1330 hours	38.31
1800–2000 hours	65.85
Incidentals	27.97

Section 20.3. a (v) of Air Pilot Award 2020

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60.1.2. The layover allowance and allowances in lieu of proving a meal and the applicable meal periods will be as set out in the table below:

	Table 3
Breakfast (0600 – 0800)	\$38.20
Lunch (1200 – 1400)	\$54.05
Dinner (1800 – 2000)	\$75.65
Layover Allowance (Australia)	\$30.50
Total	\$198.40

Section 60.1.2 of the Jetstar Airways Pilots' Enterprise Agreement 2019

Furthermore, the rates used to calculate meal allowances don't reflect the salary range of some captains. In addition, the Jetstar and Virgin Australia all use table 3 from the ATO Tax Determination [TD 2023/3](#).

Finally, members indicated that they wished to receive a lunch meal allowance in lieu of crew meals (see claim 2.18).

Resolution

The unions propose for the next agreement that contains the following changes to meal allowances:

- Breakfast criteria: 0730 to 0930;
- Lunch criteria: 1130 to 1330;
- Dinner criteria: 1730 to 1930;
- All meal allowances calculated on Table 3 from TD 2023/3 as updated from time to time; and
- If a pilot doesn't receive a crew meal or opts not to receive a crew meal, then they are entitled to a lunch meal allowance.

4.11 Expenses for being qualified

Claim

The current agreement does not provide any provisions for the company to reimburse the pilot for expenses incurred to become or maintain qualifications.

Reasoning

The current agreement does not provide means for a member to claim reimbursement for the following activities:

- Aviation Medical;
- Passport/visa applications;
- Training course; and
- Administrative duties, such as application to the regulator.

This lack of reimbursement is entirely out of keeping with industry standard. Members are further concerned that the passport reimbursement policy in the FAM is inconsistently applied among members, with some being able to claim the passport fee while others are not.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Resolution

The unions propose that the next agreement contain a provision for pilots to claim any expense that the company requires to carry out their duties. To avoid any doubt, this should include, but not limited to:

- Aviation medical appointments, application fees, pathology and specialist appointments;
- Passport/visa applications;
- Training course; and
- Administrative duties, such as application to the regulator.

For an early passport replacement, the pilot must demonstrate that their passport requires an early replacement, such as insufficient pages or microchips no longer functioning. For a lost or stolen passport, the pilot must demonstrate that they took reasonable steps to safeguard their passport prior to it becoming lost or stolen.

4.12 Hotel allowance

Claim

The current agreement provides no provision for hotel allowance in the case of a pilot who does not require accommodation on a layover.

Reasoning

Many members at EFA choose to commute. As this is the case, at times, members may not require accommodation provided by the company. The pilot should have the opportunity to opt out of accommodation and receive an allowance. This is in keeping with the Air Pilot Award and other Qantas Group agreements.

Resolution

A pilot may opt out of regular accommodation at a layover provided with 48 hours notice to the company. The pilot will receive an allowance in lieu of accommodation.

4.13 Mixed fleet flying

Claim

The company has expressed interest in introducing mixed fleet flying to the EFA operation.

Reasoning

As the company weighs its options to introduce mixed fleet flying, provisions should be considered as part of the new agreement to cover any potential introduction of mixed fleet flying.

Resolution

Insert the following under “Mixed Fleet Flying”:

A pilot who is engaged in mixed fleet flying will be paid and maintain the higher salary applicable to each fleet. For the purposes of this clause, mixed fleet flying is where a pilot performs flying on 2 or more types within a 3-month period. Any

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additional flying allowances accrued whilst conducting mixed fleet flying will be paid at the higher applicable rate.

4.14 Redundancy

Claim

The current agreement redundancy severance pay is inconsistent.

Reasoning

The current agreement redundancy severance pay is inconsistent with the period of continuous service. For all agreements, the severance pay for 10 years and over is less than the 7, 8 and 9 years of continuous service.

The Employee will be entitled to the following amount of severance pay in respect of a period of continuous service:	
Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' base pay
2 years and less than 3 years	6 weeks' base pay
3 years and less than 4 years	7 weeks' base pay
4 years and less than 5 years	8 weeks' base pay
5 years and less than 6 years	10 weeks' base pay
6 years and less than 7 years	11 weeks' base pay
7 years and less than 8 years	13 weeks' base pay
8 years and less than 9 years	14 weeks' base pay
9 years and less than 10 years	16 weeks' base pay
10 years and over	12 weeks' base pay

Section 10.6 of Express Freighters Australia Operation Pty Ltd Employee Collective Agreement 2021

The Employee will be entitled to the following amount of severance pay in respect of a period of continuous service:	
Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' base pay
2 years and less than 3 years	6 weeks' base pay
3 years and less than 4 years	7 weeks' base pay
4 years and less than 5 years	8 weeks' base pay
5 years and less than 6 years	10 weeks' base pay
6 years and less than 7 years	11 weeks' base pay
7 years and less than 8 years	13 weeks' base pay
8 years and less than 9 years	14 weeks' base pay
9 years and less than 10 years	16 weeks' base pay
10 years and over	12 weeks' base pay

Section 10.6 of Express Freighters Australia Operation Pty Ltd Employee Collective Agreement 2009

Resolution

The unions propose that the next agreement updates the 10 years and over to 18 weeks' base pay.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



4.15 Reward conditional on future EA

Claim

The company has previously awarded bonuses to pilots that are conditional on a successful vote in future enterprise agreements.

Reasoning

The 2018 bonus of \$2,000 awarded to EFA pilots was conditional on the next agreement being voted up prior to it being payable. This bonus was eventually received in 2022 following the 2021 agreement being voted up. Many members were displeased with this approach, and many saw it as coercion by the company. This was made evident in 2023, when Network Aviation withdrew its bonus to their pilots, following protective industrial action by their pilots.



Additional benefits

If the Proposed Agreement is approved and becomes operative, Employees will receive the following additional benefits:

- **2018 Record Result Bonus** – each employee eligible to vote for the agreement and remaining employed by the Company on the date of payment will be eligible to payment of the 2018 Record Results Bonus in the sum of \$2,000 (less tax and superannuation and subject to the rules of that bonus scheme).
- **Recovery Boost Payment** – each employee eligible to vote for the agreement and remaining employed by the Company on the date of payment will also be entitled to payment of the recently announced \$5,000 Recovery Boost payment (less tax and superannuation and subject to the rules of that bonus scheme).
- **Parental Leave** – The Qantas Group Parental Leave Policy will be amended and will apply to EFA Employees. The policy provides for up to 14 weeks of paid parental leave for the primary care giver.

EFA EA 2021 Cover Letter

E-mail from the Chief Pilot: 28th July 2022

Message from Evan Bartlett (Network Aviation) extract, 28 November, 2023	“Finally, it’s important for you to be aware that as the Qantas Group edibility criteria haven’t been met, you won’t be eligible for the Recovery Boost Payment of \$5000 or the 2018 Record Results Bonus of \$2000.”
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Resolution

The unions understands that it would be unreasonable to prohibit such negotiating practices however requests the company discontinue this approach in the interest of good faith negotiations.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



4.16 Remuneration maintained in line with CPI following an expired EA

Claim

Bargaining of a replacement agreement can continue for a significant period after the expiry of the existing agreement. During the period of renegotiation, pilots are deprived of any salary increases for an extended period.

Reasoning

Whilst agreements traverse negotiations, it is important that pilots are not unfairly penalised. To ensure parties cannot leverage extended bargaining as a means to extract an outcome from pilots.

Resolution

The unions propose in the next agreement, that upon expiry of an agreement, wage rates will default to increase by the consumer price index (CPI) calculated every 365 days that the agreement is expired. Wage increase will be applied based on the CPI rate published in the month preceding the month in which the agreement has reached 365 days expired.

4.17 Under and overpayment

Claim

The current agreement does not include provisions for underpayment or overpayment of the pilot.

Reasoning

Administrative errors that result in the under or overpayment of a pilot present a situation that disproportionately impacts the pilot. This can result in stress and anxiety on the part of the pilot, who relies on their salary to support themselves and their dependants.

As such, it is important that the company clearly outline the process to be followed in the event the pilot is under or overpaid. This provision must recognise the personal impact any payment errors may have on the pilot.

Resolution

The union proposes the following process in the event of either an underpayment or overpayment:

- Where a pilot is discovered to have been underpaid, the company will pay any under payment as soon as is practicable; and
- In the event of an overpayment, the company is authorised to deduct monies that are due to a pilot in the event of an overpayment. 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.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Section 5: Leave

Section 5 contains the following leave claims:

5.1 Process annual leave and allocation

Claim

The current agreement does not formalise the annual leave process.

Reasoning

During 2024, the company put forward a revised annual leave bidding and awarding system that strode to make the annual leave process more streamlined. Members wish to have this revised process included in the new agreement.

Resolution

The union propose that the next agreement include the 2024 leave bidding process in the revised agreement, with the following amendments:

- Publication of points used by each pilot; and
- Leave must become allocated no less than 12 months before that period of leave.

5.2 Minimum Annual Leave

Claim

The current annual leave process dictates that pilots must take a minimum leave period in a given year. However, due to training backlogs and other administrative shortcomings, some members have been prevented from taking annual leave over periods greater than 12 months.

Reasoning

These shortcomings result in members being denied a basic amount of guaranteed time away from the company for reasons entirely outside of their control (such as line training backlogs).

Resolution

The unions propose that the next agreement contain a provision regarding minimum annual leave. The union proposes the following provision:

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

A pilot has the right to consume leave when their leave balance exceeds 60 days. Alternatively, they may elect to cash out leave with the approval of the company, provided the pilots leave balance after cashing out does not result in the pilot having less than 4 weeks leave.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



5.3 Personal leave deduction

Claim

The current agreement does not provide a sufficient process for deducting personal leave when a duty involves local midnight.

Reasoning

Members have become concerned that when a member requires personal leave, and the intended duty spans over local midnight, this results in unreasonable use of personal leave hours.

For example:

	Day 1	Day 2	Total duty length
Scheduled duty	Signon at 2200	Signoff at 0500	7 hours
Replaced by personal leave	Personal leave at 7.6 hours	Personal leave at 7.6 hours	15.2 hours

Members have indicated that the current deduction is unreasonable.

Resolution

The unions propose that the next agreement provide a specific process for personal leave deduction. This deduction process should contain the following conditions:

- If a duty is less than 7.6 hours, then no more than 7.6 hours can be deducted; and
- If a duty is more than 7.6 hours, then no more than 7.6 hours can be deducted per 24 hour period, calculated from the scheduled signon time.

5.4 Unfit due to fatigue balance

Claim

The current agreement does not provide a personal leave balance for a member who finds themselves unfit due to fatigue.

Reasoning

Members have indicated that significant roster changes, which may be due to either an insufficient workforce or poor planning, at times results in the pilot (through no fault of their own) becoming unfit for duty due to fatigue.

When this occurs, the pilots sick leave balance is used. Pilots are concerned that their personal sick leave balance is being debited when the most common reason for calling unfit due to fatigue is due to inefficient rostering practices, which are wholly outside the control of the pilot.

Resolution

The unions propose that the next agreement provide a specific personal leave balance for calling unfit due to fatigue. This balance should be structured with the following conditions:

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



- 7 days per year and is not cumulative;
- The pilot not be required to conduct any duties, including ground duties; and
- The pilot is required to submit a fatigue report to claim this type of personal leave.

5.5 Maternity and paternity leave

Claim

The current agreement provides no provision for maternity and paternity leave.

Reasoning

During the negotiation of the previous agreement, the company stated that if the proposed agreement was voted up, then the company would add EFA pilots to this policy. Prior to this, a significant number of Qantas Group pilots were entitled to this Qantas Group policy, while EFA pilots were not.

Members are concerned that the Qantas policy can be amended outside of the agreement and may be altered or cancelled. Members believe the Qantas policy is robust for modern-day needs and believe a significant portion of the agreement should be included in any future agreement.

The following tables highlight how this agreement was



Additional benefits

If the Proposed Agreement is approved and becomes operative, Employees will receive the following additional benefits:

- **2018 Record Result Bonus** – each employee eligible to vote for the agreement and remaining employed by the Company on the date of payment will be eligible to payment of the 2018 Record Results Bonus in the sum of \$2,000 (less tax and superannuation and subject to the rules of that bonus scheme).
- **Recovery Boost Payment** – each employee eligible to vote for the agreement and remaining employed by the Company on the date of payment will also be entitled to payment of the recently announced \$5,000 Recovery Boost payment (less tax and superannuation and subject to the rules of that bonus scheme)..
- **Parental Leave** – The Qantas Group Parental Leave Policy will be amended and will apply to EFA Employees. The policy provides for up to 14 weeks of paid parental leave for the primary care giver.

EFA EA 2021 Cover Letter

E-mail from the Chief Pilot: 28th July 2022

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Parental Leave Policy

1. Applicability

- 1.1 This Policy only applies to Australian based Employees of the following Companies:
- (a) Qantas Airways Limited;
 - (b) Eastern Australia Airlines Pty Limited;
 - (c) Jetstar Services Pty Limited;
 - (d) Jetstar Group Pty Limited;
 - (e) Q Catering Limited;
 - (f) Qantas Domestic Pty Limited;
 - (g) Qantas Information Technology Ltd;
 - (h) Qantas Road Express Pty Limited (Jets Transport);
 - (i) Qantas Superannuation Limited;
 - (j) QF Cabin Crew Australia Pty Limited;
 - (k) Snap Fresh Pty Limited;
 - (l) Sunstate Airlines (Qld) Pty Limited; and
 - (m) Accumulate Loyalty Services Limited.
- 1.2 Employees employed by a Qantas Group Company not listed above should refer to their own relevant policies.
- 1.3 Relevant Award/Agreement provisions will generally override this Policy to the extent of any inconsistency. In particular Flight and Cabin Crew Employees should refer to the relevant Award/Agreement and (if applicable) Flight Administration Manual when checking individual entitlements.
- 1.4 This Policy operates independently of any Government paid parental leave scheme.
- 1.5 The Qantas Group may vary or rescind any policies or procedures from time to time, either generally or in particular circumstances, in its absolute discretion.

Parental Leave Policy

Qantas Group Policy: 20th December 2019

Parental Leave Policy

1. Applicability

- 1.1 This Policy only applies to Australian based Employees of the following Companies:
- (a) Qantas Airways Limited;
 - (b) Eastern Australia Airlines Pty Limited;
 - (c) Jetstar Airways Pty Limited;
 - (d) Jetstar Group Pty Limited;
 - (e) Qantas Domestic Pty Limited;
 - (f) Qantas Information Technology Ltd;
 - (g) Qantas Road Express Pty Limited (Jets Transport);
 - (h) Qantas Superannuation Limited;
 - (i) QF Cabin Crew Australia Pty Limited;
 - (j) Sunstate Airlines (Qld) Pty Limited;
 - (k) Accumulate Loyalty Services Limited; and
 - (l) Network Aviation Pty Ltd
 - (m) Express Freighters Australia Operations Pty Ltd
- 1.2 Employees employed by a Qantas Group Company not listed above should refer to their own relevant policies.
- 1.3 Relevant Award/Agreement provisions will generally override this Policy to the extent of any inconsistency. In particular Flight and Cabin Crew Employees should refer to the relevant Award/Agreement and (if applicable) Flight Administration Manual when checking individual entitlements.
- 1.4 This Policy operates independently of any Government paid parental leave scheme.
- 1.5 The Qantas Group may vary or rescind any policies or procedures from time to time, either generally or in particular circumstances, in its absolute discretion.

Parental Leave Policy

Qantas Group Policy: 6th September 2022

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Parental Leave Policy

1. Applicability

- 1.1 This Policy only applies to Australia-based Employees of a wholly owned Qantas Group Company.
- 1.2 Relevant Award/Agreement and legislative provisions will generally override this Policy to the extent of any inconsistency. In particular Flight and Cabin Crew Employees should refer to the relevant Award/Agreement and (if applicable) Flight Administration Manual or Cabin Administration Manual when checking individual entitlements.
- 1.3 This Policy operates independently of any Government paid parental leave scheme.
- 1.4 This Policy is available to all eligible Employees, regardless of gender identity or sexual orientation. The Policy is inclusive of all family formations, including adoption, fostering and surrogacy.
- 1.5 The Qantas Group may create, vary or rescind this Policy and any other Qantas Group policies or procedures from time to time at its absolute discretion.

Parental Leave Policy

Qantas Group Policy: 13th November 2024

Resolution

The unions propose in the next agreement that provisions similar to section 43 of the Qantas Short Haul agreement are used.

5.6 Leave without pay

Claim

The current agreement provides no provisions for leave without pay.

Reasoning

Members are acutely aware that the aviation industry is particularly susceptible to economic shocks. Members are also aware that there are times when the company is required to reduce their pilot headcount, and one of these methods of reducing headcount is via leave without pay.

Members have indicated that they wish for a process on leave without pay.

Resolution

The unions propose that the next agreement contains provisions on leave without pay. The unions consider the proposed Qantas Short Haul 2024 section 45 appropriate.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Section 6: Flexible Work Agreements

Section 6 contains the following flexible work agreement claims:

6.1 Process

Claim

The current agreement has an outdated part-time flying provision.

Reasoning

The existing part-time flying provision was inserted into the agreement in 2009 to allow a small cohort of pilots hired as Captains to work part-time. In essence, it enabled a semi-retirement transition for these pilots.

Since 2009, the industrial landscape has changed, with more and more pilots desiring the option to work part-time, particularly those members with dependants. The current agreement does not adequately standard against modern requirements.

Resolution

The unions propose that the next agreement contain a clear process for requesting flexible work agreements, which encompass a minimum of part-time work and parents and guardianship.

6.2 Parents and guardianship

Claim

The existing agreement makes no provision for pilots requiring work arrangements to care for dependants.

Reasoning

Members have indicated that they desire the option to transition to a flexible work agreement that allows for caring for dependants. This has primarily been a result of volatility in published rostering over the past several years (see claim 3.4).

Given the recent instability, some members believe the best option moving forward is a work arrangement that allows members to provide consistent care to their dependants. In addition, those members who have shared custody arrangements also require this agreement, which the unions believe is crucial in maintaining healthy relationships outside of work.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



The survey results overview:

Question	Which best describes your family/carer responsibilities? I have:			
	No dependants	Dependants who require my care on a day-to-day basis	Dependants who don't require my care on a day-to-day basis	Don't wish to say
	24%	46%	19%	11%

Resolution

The unions propose that the next agreement provide provisions for pilots to request work agreements to care for dependants. The provision should cover:

- Process of applying for this work agreement, including a maximum time for the company to respond,
- If the request is denied, an appeal process and should this be denied, the formal dispute resolution process (see claim 8.2);
- Pilots should not be denied an agreement if its primary purpose is to maintain a shared custody agreement; and
- Process for transitioning away from a work agreement.

6.3 Part-time

Claim

The current agreement is inconsistent with the National Employment Standard regarding part time and flexible working patterns.

Reasoning

As detailed in claim 6.1, the current agreement does not provide a process for members to request part-time work. Furthermore, members believe the company should provide a minimum percentage of the total pilots with the option to transition to part-time work.

Resolution

The unions propose, in addition to claim 6.1, that the company provide at least 20% of the pilot workforce with the option to transition to and from part-time agreements. These part-time agreements should be no less than 50% of a full-time loading.

Statement Of Claims

A joint statement from the AFAP, AIPA and the TWU for the 2025 Express Freighters Australia Pty Ltd Enterprise Agreement Negotiations



Section 7: Additional Duties

Section 7 contains the following additional duties claims:

7.1 Trainers duties

Claim

Trainers do not receive adequate stability and variability in their training duties.

Reasoning

The EFA 2021 EA does not provide any ability for trainers to:

- Bid for flying
- Allow a reasonable balance between line flying and training activities
- Allow a reasonable balance between simulator activities and aircraft activities
- Roster construction does not allow for a block period

Resolution

The unions propose the next agreement have provisions for trainers that allow for:

- Minimum of two sectors of personal flying. The trainer may opt out of this if desired;
- Trainers who can conduct aircraft activities can bid for certain trips which can be used for line training; and
- Trainers who conduct simulator activities to have blocks of simulator activities and blocks of aircraft activities.

The unions propose the term 'block' be a 7-day period.

Statement Of Claims

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Section 8: Consultation and Dispute Resolution

Section 8 contains the following consultation and dispute resolution claims:

8.1 Pilot council

Claim

There is no formal arrangement for members to be formally represented when it comes to processes, organisational and hours of work changes.

Reasoning

Members are concerned that more and more decisions are being made by the company which directly impact on members work and lifestyle. These decisions are made without consultation of the pilot body and little to no right of reply is available to members. A formal pilot council process would allow members a formal avenue to be involved in the process, as well as providing a right of reply.

An example which members were not consulted adequately was when the annual leave bidding system was introduced in early 2024.

The survey results overview:

Question	The next EFA Agreement needs to provide for a formal pilot consultative committee which is elected by the pilots and meets regularly with company management.		
	Agree to Agree Strongly	Disagree to disagree strongly	Neutral
	80%	1%	19%
Comments	<p><i>"More communication from management needs to be offered. The pilot group is always in the dark in regards to planned routes, other projections, etc. it just leads to wild rumours."</i></p> <p><i>"Yes. We have no right of reply or accountability for actions taken by management."</i></p> <p><i>"This works great in foreign companies and is absolutely necessary with so many bases siloed from each other."</i></p> <p><i>"This is absolutely essential. EFA pilots need to have a formal legally binding committee that can represent them when questions of the EA with the company arise."</i></p> <p><i>"Mandatory"</i></p>		

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	<i>"To communicate a grievance to a body and then that body meets with management. This will reduce the amount of individuals ring management and gives a more even account of what's going on in the pilot group."</i>
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Resolution

The next agreement shall include provisions for a pilot council. This council shall be required to be consulted on all significant process, organisational and hours of work changes. These conditions shall include at a minimum:

- Promotions and transfers
- Process updated that is likely to impact pilots
- Allocation of annual leave
- Change to FRMS rule sets
- Changes to bases and fleet
- Hours of work, including how hours of work are planned and distributed.

The pilot council consultation process shall include a formal timeline on when it must be consulted, including a reasonable timeline for a right of reply.

The pilot council shall comprise of a minimum membership of:

- 1 AFAP union pilot representative;
- 1 AIPA union pilot representative;
- 1 TWU union pilot representative;
- 1 narrow body pilot; and
- 1 wide body pilot.

The pilot council members shall be elected.

8.2 Consultation process

Claim

Section 22 of the current agreement includes significant exclusions on the consultation process.

Reasoning

The current agreement provides a consultation provision. However, the provision then excludes a wide range of items that members believe should be part of this consultation process. This exclusion does not follow the industry standard.

Section 22.2 of the EFA 2021 EA:

"For the avoidance of doubt, this clause does not apply to;

a major change to production, program, organisation, structure or technology in relation to the enterprise if another clause in this agreement provides for that change;

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a proposed change to the rostering arrangements or ordinary hours of work of Pilots who have irregular, sporadic or unpredictable working hours; or

the allocation of, or change to, Pilot's hours of work in accordance with clauses 3.1, 3.2, 3.3, 3.4 and 3.5 of this agreement."

Resolution

The unions propose to amend the consultation process as follows:

Where the company 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 the relevant enterprise agreement:

As soon as practicable after making its decision, the company must discuss with the pilot committee:

- *The introduction of the change*
- *The effect the change is likely to have on the pilots*
- *Measures the Company is taking to avert or mitigate the adverse effect of the change on the pilots*

Provide, in writing, to the pilot committee:

- *all relevant information about the change including the nature of the*
- *change proposed*
- *Information about the expected effects of the change on the pilots*
- *Any other matters likely to affect the pilots.*

The consultation process does not apply to claims 2.19 and 2.20.

8.3 Consultation on rostering process and change

Claim

The current agreement does not provide any consultation provisions regarding the rostering process and changes to the network or change in process.

Reasoning

In the past 24 months, the network typically experienced by members was predictable and consistent. Members have provided feedback that the network has changed considerably in the following ways:

- More duty travel sectors
- Similar total duty time consisting of less flying sectors (i.e. more hotel waits or duty travel)
- More reserve periods
- Inconsistencies with days off

Members want their voices to be heard when it comes to matters that affect their work-life balance.

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Resolution

The unions propose that the next agreement require the company to consult pilots on the following hours of work changes:

- Destinations;
- How a pattern (trip) is scheduled, including signoff, signoff, duty travel, rest and transit times; and
- Change of patterns to a different fleet.

8.4 Dispute resolution

Claim

The dispute resolution requires personnel reporting amendment to more accurately reflect reporting lines.

Reasoning

The unions take no issue with the dispute resolution process as contained in the expired agreement other than to request an amendment to the reporting lines to reflect current management.

Resolution

The unions propose the dispute resolution be updated to replace the Deputy Chief Pilot with the Senior Manager, Base Operations, as the first point of contact.

8.5 Disclosure of surveys

Claim

Members are encouraged to participate in the company's employment surveys. Currently, there is no process which provides feedback on areas of concern and how the company intends to rectify these concerns.

Reasoning

Although the company openly encourages feedback during these surveys, pilots seldom see the results, causing them to question the efficacy and transparency of such surveys.

Resolution

The unions propose that the next agreement include a process for the company to provide an overview of the survey results in a timely fashion. This overview shall include, at a minimum:

- Participation rate;
- Any areas of concern, including de-identified comments which are likely to impact pilots; and
- The company shall also provide details on how they intend to address the areas of concern in a timely fashion.