



# DECISION

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

**Aircrew Logistics Pty Ltd**  
(AG2024/2141)

## AIRNORTH PILOTS ENTERPRISE AGREEMENT 2024

Airline operations

COMMISSIONER TRAN

MELBOURNE, 2 JULY 2024

*Application for approval of the Airnorth Pilots Enterprise Agreement 2024*

[1] Aircrew Logistics Pty Ltd has applied for approval of an enterprise agreement known as the *Airnorth Pilots Enterprise Agreement 2024* (the Agreement) under s 185 of the *Fair Work Act 2009* (Act).

[1] The Agreement is a single enterprise agreement.

[2] The Employer has given written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] I note that Clauses 17.7, 20.2, 20.3, 22.2 and 31.1 may be inconsistent with the National Employment Standards as all provide for the deduction of outstanding monies owed by an employee from their final termination payment. These clauses may also be inconsistent with s 324 of the Act and unenforceable in accordance with s 326. I am satisfied with the Employer's undertaking to address this concern.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[6] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 9 July 2024.

[7] In accordance with Clause 2.2, the nominal expiry date of the Agreement is 1 July 2028.



COMMISSIONER

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<AE525274 PR776628>

## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024/2141

Applicant:  
(name of applicant)  
Aircrew Logistics Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Daniel Bowden, Chief Operating Officer and Director of Aircrew Logistics have the authority to give the following undertakings with respect of the Airnorth Pilots Enterprise Agreement 2024 ("the Agreement):

1. Base Salaries for Trainee's as listed in Schedule A of the Agreement shall be no less than the Air Pilot Award 2020 Base Salaries plus five percent (5%).
2. Any deductions made from a pilot's salary shall be effected only in accordance with sections 323 to 326 of the Fair Work Act 2009.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

28 June 2024



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

# *Airnorth Pilots' Enterprise Agreement 2024*

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## 1 TITLE

- 1.1 This Agreement shall be known as the Airnorth Pilots' Enterprise Agreement 2024 and throughout is referred to as "this Agreement"
- 1.2 This Agreement applies to:
- a) Aircrew Logistics Pty Ltd; and
  - b) All pilots employed or to be employed by Aircrew Logistics Pty Ltd.
  - c) This agreement does not apply to Airnorth management pilots, specifically the Head of Flight Operations, Manager Flight Operations, Fleet Managers, and the Manager/Deputy of Training Development & Standards.
- 1.3 Airnorth notes that in accordance with s. 183(1) of the Fair Work Act that the Australian Federation of Air Pilots may notify the Fair Work Commission before approval of this Agreement that it wishes to be covered by this Agreement.

## 2 DURATION

- 2.1 The agreement will commence seven (7) days after the date of approval by the Fair Work Commission.
- 2.2 This Agreement shall have a nominal expiry date of four (4) years after the date of approval.
- 2.3 The parties agree that not later than six (6) months prior to the nominal expiry date of this Agreement they may commence discussions in relation to the making of another Agreement.

## 3 DEFINITIONS

- 3.1 Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations, or the NES.
- 3.2 For the purposes of this Agreement:
- Airnorth** means Aircrew Logistics Pty Ltd
- ALPG** means the Aircrew Logistics Pilot Group constituted under clause 10 of this Agreement.
- APCC** means the Airnorth Pilot Consultative Committee constituted under clause 11 of this Agreement.

**Appropriate Accommodation** means accommodation, which is provided by a commercial licensed business, the primary function being hospitality industry related and as a minimum, is quiet and free from factors which may reduce adequate rest. In house acceptable meals are to be provided. Each pilot is to have a separate bedroom and amenities.

**Buffer Period** means a two-hour buffer period will apply to each original duty (either before, or after the original assigned duty, or a combination of both, up to a max of two hours).

**CAO** means Civil Aviation Orders made under subsection 98(4A) or referred to in subsection 98(5) of the Civil Aviation Act 1988.

**CAR** means Civil Aviation Regulations.

**CASR** Civil Aviation Safety Regulations

**Duty** means all duty time in accordance with CAO 48 and so far as the law otherwise permits, subject to this Agreement. Duty Time includes any time a Pilot spends carrying out any task or duty associated with their role and encompasses all work performed between sign on and sign off on a day of duty.

**Day** means the continuous period from 0000 Local Time to 2359 Local.

**Day(s) Free of Duty** means a Day on which the Pilot is neither rostered nor performs any duty.

**Duty Period** means a period, which starts when a flight crew member is required by an operator to report for a duty, until the flight crew member is free of all duties. This shall be a minimum of forty-five (45) minutes prior to scheduled doors close time until a minimum of fifteen (15) minutes after actual engine(s) shutdown time. Where flight planning has been previously completed and the Pilot only needs to review operational data, the minimum allowance before flight can be reduced to thirty (30) minutes.

**Fair Work Act** means the Fair Work Act 2009 (Cth).

**Flight Duty Period (FDP)** means a period of time that:

- a) starts when a flight crew member is required to report for a duty period in which they undertake one or more flights as part of an operating crew.
  - b) ends at the later of:
    - i. the person's completion of all duties associated with the flight, or the last of the flights, or
    - ii. 15 minutes after the end of the person's flight, or the last of the flights.
- Note: FDP does not include positioning, administrative or simulator duties.

**First Officer** means a Pilot who is appointed as First Officer by the Employer and who currently is licensed by the Civil Aviation Safety Authority to act as second or third in command of an aircraft requiring two (2) or more pilots.

**Fleet** means an aircraft type that Airnorth operates.

**Flight Time** Flight Hours or Flight Time means the hours or time on duty as a Pilot in an aircraft, which is calculated from the time the aircraft first moves from its parking place for the purpose of taking off, to the time the aircraft arrives at the destination parking position.

**Ground Instructor** means a person who is appointed to conduct ground training activities or assessments of employees as defined in Airnorth's Training & Checking Policy Manual or Training Courses Manual.

**Home Base** means the base at which a Pilot from time to time is permanently domiciled.

**Local Night** means A period of eight (8) consecutive hours, which includes the hours of 22:00 to 05:00.

**Layover** means any occasion a Pilot is away from their Home Base, between sign-off time and sign-on time for a continuous period exceeding nine (9) hours in every twenty-four (24) hours period standing alone from the time of commencement of duties that a Pilot spends free of duty between consecutive duty periods at a port other than the Pilot's home base. For the purpose of this definition a temporary transfer base will be regarded as home base.

**NES** means the National Employment Standards.

**Night Operations** means all duty between the hours of 2300 and 0400 hours local time at departure.

**Originally Rostered Duty** means the duty assigned in the pilot's roster at the roster publication.

**Pilot** means a person who is the holder of a Commercial Pilot's Licence or Airline Transport Pilot's Licence and is employed under the provisions of the Agreement.

**Redundancy** is defined in the NES.

**Reserve (Standby)** means a period during which a flight crew member is required to be available for a duty period. Reserve at the Pilot's home is neither duty, nor time free of duty. Reserve at any other accommodation, airport or other place of business of the Employer is to be considered as duty time.

**Rest Period** means a period of time during which a flight crew member is at suitable resting accommodation or suitable sleeping accommodation and is relieved of all duties associated with employment.

**Salary** means the base salary contained in Schedule A and the Senior Base Pilot and Check and Training allowances are contained in this Agreement.

**Sector** means a flight or portion of a flight consisting of a take-off and a landing. During a training session, each hour or part thereof shall be considered as one (1) sector.

**Sign Off Time** means the time an operating pilot completes all duties associated with a tour of duty, which unless otherwise agreed to between the parties will be a minimum of fifteen (15) minutes after the actual arrival where flight duty is involved.

**Sign On Time** means the actual sign on time for duty by an operating pilot where flight duty is involved and will be at least forty-five (45) minutes before the start of the first block time as an operating crew member. Where flight planning has been previously completed and the Pilot only needs to review operational data, the minimum allowance before flight can be reduced to thirty (30) minutes.

**Split Duty** means a Duty period, or Flight Duty Period which contains a rest period during which a Pilot has access to suitable resting accommodation or suitable sleeping

accommodation; and is relieved of all duties to support an increase in **FDP** limits in accordance with CA048.1.

**Temporary transfer** means a transfer pursuant to clause 21 of this Agreement.

**Tour of Duty** means the entire period from sign on at home base (or base of temporary transfer) until sign off at home base (or base of temporary transfer). A tour of duty may include a number of duty periods when operating anywhere other than home base (or base of temporary transfer) including positioning travel.

**URTI** means upper respiratory tract infection.

## 4 RELATIONSHIP TONES

- 4.1 The NES will prevail over the terms of this Agreement, to the extent of inconsistency or omission between the NES and this agreement.

## 5 AGREEMENT FLEXIBILITY

- 5.1 Notwithstanding any other provision of this agreement, Airnorth and a pilot covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with 1 or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances;
  - v. leave loading; and
- b) the arrangement meets the genuine needs of Airnorth and the pilot in relation to one (1) or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by Airnorth and the pilot without coercion or duress.

- 5.2 Airnorth must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 5.3 Airnorth must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the Company and the pilot; and

- c) is signed by Airnorth and the pilot and if the pilot is under eighteen (18) years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
  - i. the terms of the enterprise agreement that will be varied by the arrangement; and
  - ii. how the arrangement will vary the effect of the terms; and
  - iii. how the pilot will be better *off* overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

**5.4** Airnorth must give the pilot a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

**5.5** Airnorth or the pilot may terminate the individual flexibility arrangement:

- a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- b) if Airnorth and the pilot agree in writing, at any time.

## **6 DISPUTE RESOLUTION**

**6.1** If a dispute relates to:

- a) a matter arising under the agreement; or
- b) the NES.

This term sets out procedures to settle the dispute.

**6.2** A pilot who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

**6.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the pilot or Airnorth and relevant supervisors and/or management.

**6.4** If the matter is not resolved under 6.3 within ten (10) days (or longer if needed between the parties) the matter may be referred to the CEO. If, after a further ten (10) days, the matter is not resolved, either party may proceed to the following steps.

**6.5** If discussions at the workplace level do not resolve the dispute, either party to the dispute may refer the matter to Fair Work Commission. It is not necessary for the other party to consent to the referral.

**6.6** The Fair Work Commission may deal with the dispute in two (2) stages

- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the Fair Work Commission is unable to resolve the dispute at the first stage, only by agreement of both parties, the Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A determination made under clause 6.6(b)(i) is binding upon the parties subject to the right to appeal the determination to a Full Bench of the Fair Work Commission.

**6.7** While the parties are trying to resolve the dispute using the procedures in this term:

- a) the pilot must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- b) the pilot must comply with a direction given by Airnorth to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or
  - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the pilot to perform 'without training'; or
  - iv. there are other reasonable grounds for the pilot to refuse to comply with the direction.

**6.8** The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **7 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS AND LEGISLATION**

- 7.1** This Agreement is a comprehensive agreement and replaces all other awards, orders of industrial commissions, Australian Workplace Agreements or industrial agreements that would otherwise apply to pilots. This Agreement sets the minimum remuneration and conditions for employment, save that it does not exclude Federal/State laws dealing with occupational health and safety, workers' compensation, and long service leave.
- 7.2** No prior right, obligation, claim or liability accrued or incurred by either party under such previous industrial instruments/agreements as stated *above* will be affected or overruled by this agreement.

## **8 RELATIONSHIP TO POLICIES AND PROCEDURES**

- 8.1** Pilots are required to abide by any policies and procedures determined by Airnorth, as varied from time to time. However, such policies and procedures are not incorporated into, or part of, this Agreement.

## **9 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

- 9.1** This term applies if Airnorth:

- a) 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 the pilots'; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of pilots.

**9.2** Major change

For a major change referred to in paragraph 9.1(a):

- a) Airnorth must notify the relevant pilot/s of the decision to introduce the major change; and
- b) subclauses 9.3 to 9.9 apply.

- 9.3** The relevant pilots may appoint a representative for the purposes of the procedures in this term.

**9.4** If

- a) a relevant pilot appoints, or relevant pilots appoint, a representative for the purposes of consultation; and
- b) the pilot or pilots advise the employer of the identity of the representative:

Airnorth must recognise the representative.

- 9.5** As soon as practicable after making its decision, Airnorth must:

- a) discuss with the relevant pilots:
  - i. the introduction of the change; and
  - ii. the effect the change is likely to have on the pilots; and
  - iii. measures Airnorth is taking to avert or mitigate the adverse effect of the change on the pilots; and
- b) for the purposes of the discussion, provide, in writing, to the relevant pilots:
  - i. all relevant information about the change including the nature of the change proposed; and
  - ii. information about the expected effects of the change on the pilots; and
  - iii. any other matters likely to affect the pilots.

- 9.6** However, Airnorth is not required to disclose confidential or commercially sensitive information to the relevant pilots.
- 9.7** Airnorth must give prompt and genuine consideration to matters raised about the major change by the relevant pilots.
- 9.8** If a term in this agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of Airnorth, the requirements set out in paragraph 9.2(a) and subclauses 9.3 and 9.5 are taken not to apply.
- 9.9** In this term, a major change is *likely to have a significant effect on pilots* if it results in:
- a) the termination of the employment of pilots; or
  - b) major change to the composition, operation, or size of the Airnorth's workforce or to the skills required of pilots; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain pilots; or
  - f) the need to relocate pilots to another workplace; or
  - g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- 9.10** For a change referred to in paragraph 9.1(b):
- a) Airnorth must notify the relevant pilots of the proposed change; and
  - b) subclauses 9.11 to 9.15 apply.
- 9.11** The relevant pilots may appoint a representative for the purposes of the procedures in this term.
- 9.12** If:
- a) a relevant pilot appoints, or relevant pilots appoint, a representative for the purposes of consultation; and
  - b) the pilot or pilots advise Airnorth of the identity of the representative;
- Airnorth must recognise the representative.
- 9.13** As soon as practicable after proposing to introduce the change, Airnorth must:

- a) discuss with the relevant pilots the introduction of the change; and
- b) for the purposes of the discussion, provide to the relevant pilots:
  - i. all relevant information about the change, including the nature of the change; and
  - ii. information about what Airnorth reasonably believes will be the effects of the change on the pilots; and
  - iii. information about any other matters that Airnorth reasonably believes are likely to affect the pilots; and
- c) invite the relevant pilots to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**9.14** However, Airnorth is not required to disclose confidential or commercially sensitive information to the relevant pilots.

**9.15** Airnorth must give prompt and genuine consideration to matters raised about the change by the relevant pilots.

**9.16** In this term:

*relevant pilots* mean the pilots who may be affected by a change referred to in subclause 9.1.

## **10 AIRCREW LOGISTICS PILOT GROUP**

**10.1** Pilots covered by this agreement will be entitled to form a committee ("**ALPG**") for the purposes of consultation with Airnorth over matters affecting their employment.

**10.2** These matters may relate to:

- a) The pilot group generally
- b) A group of pilots
- c) An individual pilot

**10.3** How the ALPG is constituted will be a matter for pilots covered by this agreement.

**10.4** At the minimum the ALPG should have representation across all fleet groups and nominate one (1) representative to be the lead liaison with Airnorth Management.

**10.5** The ALPG will be formally recognised by Airnorth, and its representative role will be acknowledged.

## **11 AIRNORTH PILOT CONSULTATIVE COMMITTEE (APCC)**

- 11.1** Airnorth and the pilots agree that proper consultation is important in maintaining positive working relationships between Airnorth, its pilots and union. The APCC will be the formal mechanism to facilitate general communication between Airnorth and pilots on all workplace issues relating to (but not limited to) those included in this Agreement.
- 11.2** The APCC will consist of pilots, two (2) senior managers from Airnorth (such as the Chief Operating Officer, Head of Flight Operations, or their delegates), and a representative from Human Resources. The management representatives or the pilots may invite other persons or representatives, including the AFAP, to these meetings. Supernumerary parties invited to attend meetings have no voting rights.
- 11.3** The APCC will meet at least every six months. The agenda shall be set before meetings commence. The Meeting will be open to discuss rostering requirements or any related issues, and rostering protocols may be introduced.
- 11.4** To make possible this process, Airnorth will roster at least three (3) nominated pilots to attend APCC meetings. For voting matters, this will consist of the pilot Representatives (or their delegate), normally at least one (1) from each fleet. If the voting matter does not affect both fleets, and pilots and Airnorth agree that two (2) Pilot representatives from the same fleet may vote, this shall be permitted.
- 11.5** For matters which require the agreement of the APCC, an agreement will be determined by a majority of APCC representatives. Any agreement made will be recorded in writing and provided to all pilots within fourteen (14) days following each meeting. If the vote is equally split and the matter is unable to be resolved the matter may be resolved by the Fair Work Commission in accordance with Clause 6 above.
- 11.6** Nothing in this clause limits the obligations on Airnorth to consult under Clause 9.

## **12 ACCESS TO PERSONAL RECORDS**

- 12.1** Any pilot's employee file and/or training and checking records retained at Airnorth's offices, an archive facility or electronically shall be made available for inspection by the pilot, and/or their nominated representative, in the presence of Airnorth's nominated representative at an agreed time. A pilot will provide Airnorth with at least one (1) business days' notice of such inspection, which will normally occur during normal business hours.

## **13 CERTIFICATE OF EMPLOYMENT**

### **13.1 Letter of Engagement**

A pilot will be provided a letter of engagement at the time of offer of employment which will include their position, type of employment, period of employment (for fixed term employees), position description and remuneration. It may also state any training and development bond amounts and terms.

### **13.2 Certificate of Employment**

A pilot may request a certificate of employment at any time and Airnorth must provide said certificate within *seven (7)* days of the pilot's request. The certificate will contain details of the pilot's employment period(s) and role(s) held during the employment.

## **14 UNIFORM**

- 14.1** Airnorth's uniform, etiquette and grooming policies are documented within the Corporate Policies and Procedures Manual.

## **15 PARKING**

- 15.1** Airnorth will provide parking within a reasonable distance of the terminal/office location at their home base or base of temporary transfer for duty purposes, at no cost to the pilot.

## **16 SECURITY PASSES**

- 16.1** Any costs of issue or renewal of security passes, keys, access cards, identity cards and any other access equipment provided to a pilot by Airnorth or any third party such as airport operators will be borne by Airnorth. The negligent loss or damage of any access equipment will be replaced at the pilot's expense.

## **17 EMPLOYMENT & RETENTION**

- 17.1** Annual base salaries have been calculated to remunerate pilots:

- a) for all work, including all flying and non-flying work;
- b) for all leave (including leave loading);
- c) for working shiftwork, on weekends and on public holidays.

### *Type of Employment*

- 17.2** A pilot under this agreement shall be engaged in one of the following classifications:

- a) Full Time.
- b) Part Time.
- c) Fixed Term.
- d) Casual.

- 17.3** At the time of the engagement, Airnorth will inform each pilot of the terms of their engagement and in particular whether they are to be full time, part time, fixed term, or casual.

- 17.4** Part Time

The Company will provide pilots the opportunity to work part-time in accordance with this Agreement. Nothing in this clause derogates from the parties' rights to access/seek flexible work arrangements under the provisions of the Fair Work Act 2009.

- a) Airnorth may employ a part-time pilot in any classification in this Agreement.
- b) A part-time pilot is a pilot who is engaged to perform less than the full-time hours at the workplace on a reasonably predictable basis.
- c) At the time of engagement Airnorth and the part-time pilot will agree in writing on rostering protocols, which may include a pattern of workdays, time off, utilisation targets and limitations.
- d) Any agreed variation to the part-time agreement, including any rostering protocols, will be recorded in writing.
- e) Airnorth is required to roster a part-time pilot for a minimum of two consecutive duty hours.

#### **17.5 Casual employment**

- a) Airnorth may employ a casual pilot in any classification in this Agreement.
- b) A casual pilot will be paid per flying hour at the rate of 1/1800th of the annual salary prescribed for the class of work performed (including additions to salary).
- c) A casual pilot will be paid in addition to the amount in clause 17.5(b) an amount of 25% for each hour. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this agreement.
- d) On each occasion a casual pilot is required to attend work, the pilot is entitled to minimum payment as follows:
  - i. for a period of duty (including rostered reserve) of four (4) hours or less, the actual duty time, with a minimum payment of two (2) hours; and
  - ii. for a period of duty (including rostered reserve) exceeding four (4) hours, the actual duty time, with a minimum of four (4) hours.

#### **17.6 Probationary Period**

All new employees will be subject to a probationary period of six (6) months from the commencement of employment. During the probationary period a pilot will be assessed on both their technical and behavioural competencies in accordance with the Corporate Policy and Procedures Manual.

#### **17.7 Relocation Costs Assistance on Joining**

Upon joining Airnorth, a pilot may request relocation assistance of up to \$5000 for costs associated with relocation of immediate family, dependants, personal goods including motor vehicles, and temporary accommodation at the new location. All requests must be made in writing in advance, in accordance with the Airnorth Relocation Policy, and substantiated by invoices that may be paid directly by Airnorth or receipts that may be reimbursed by Airnorth to the pilot.

The pilot agrees to be bonded for the relocation assistance amount for a period of two (2) years. The value of the bond will reduce pro-rata over two (2) years. If the pilot's employment is terminated for any reason (except for redundancy) prior to the completion of the bond period, Airnorth may deduct any amount owing from the final payment to the pilot. In the event that any amount remains outstanding, this will be repaid by the pilot to Airnorth within fourteen (14) days of termination.

#### **17.8 Retention of Pilots**

Airnorth may, from time to time, utilise retention allowances for an individual pilot or a group of pilots.

#### **17.9 Referral Bonus**

If a Pilot under this agreement refers a potential pilot who is then successfully employed with Airnorth, they shall be entitled to a voucher for a positive space return flight on the Airnorth network, excluding any staff travel black-out periods, valid for twelve (12) months.

### **18 ROSTER BUILD**

**18.1** The roster build provisions will apply to the production of the roster but will cease to have effect once the roster has been published. Once the roster has been published, the day of operations provisions will take effect, provided that any published errors identified in a pilot's roster will be corrected under the roster build provisions.

**18.2** Pilots will be rostered in accordance with:

- a) this agreement;
- b) the regulations as provided by CASA from time to time;
- c) general or minor variations to, or concessions under, the regulations approved by CASA from time to time; or
- d) an FRMS that has been developed by Airnorth after consultation with the ALPG and approved by CASA.

**18.3** Where two (2) or more of the above apply, the most restrictive will be applicable. In addition, the APCC may establish rostering protocols to operate as guidelines and principles used in roster construction, fatigue risk mitigation and how rosters operate after publication.

Should it occur that Airnorth wishes to implement a customised Fatigue Risk Management System in accordance with CAO48.1 Appendix 7 (FRMS) into its operation, Airnorth will consult with the APCC.

Where the FRMS has the potential to change provisions within this Agreement, the parties may agree to a facilitative agreement to introduce an FRMS and its terms, provided the facilitative agreement is in writing and signed by the APCC.

#### **18.4 Work distribution**

- a) The ordinary hours of work are one hundred and fifty-two (152) duty hours per twenty-eight (28) day cycle. A roster period may include more than the ordinary hours of work. Airnorth will, where possible, distribute duty hours fairly between pilots of the same fleet and rank (pro-rated where a pilot has taken leave). Where this is not possible in a roster, the APCC will meet to discuss the reasons and rostering protocols may be introduced.
- b) Duty Time -- Overtime. Where a Pilot exceeds one hundred and fifty-two (152) Duty Time hours in a twenty-eight (28) day roster period, they will be paid the Duty Time - Overtime allowance
- c) A pilot may submit requests or preferences for days off or work in accordance with Airnorth's policy. Airnorth will consider each request, however, is not required to grant requests.
- d) Information to be contained in the roster:

A roster period will cover a period of twenty-eight (28) consecutive days. Rosters will be published at least seven (7) days prior to the commencement of the roster period and will specify a pilot's:

- i. duty periods;
- ii. flight details;
- iii. home and airport reserve days (including contactability);
- iv. RDOs/RDOILs;
- v. leave periods;
- vi. training periods;
- vii. Grey days

**18.5** Best endeavours will be made to roster all scheduled flights. Provisional and unconfirmed flights may also be rostered or allowed for in the assigned duty period (in which case explanatory notes will be marked in the roster).

#### **18.6 Reserve days**

Reserve duties will be distributed fairly between pilots of the same fleet, rank and base subject to operational requirements, and will not exceed thirty-eight (38) hours in a period between RDO's, a single rostered reserve period will not exceed ten (10) hours.

#### **18.7 Time free of duty**

The minimum time free of duty, which must be taken before undertaking a FDP or simulator duty shall be no less than the off duty period prescribed in clauses 18.2 (b), (c) and (d).

#### **18.8 Rostered days off**

- a) A pilot will be rostered an average of eight (8) RDOs in a roster period, pro-rated for annual leave or long service leave. In any roster period no less than seven (7) RDOs will be assigned, provided that twenty-four (24) RDOs are rostered in any three (3) consecutive roster periods.
- b) The latest rostered Sign Off time before a RDO shall be 2200.

- c) In any roster period a pilot must have at least one (1) weekend free of duty. The RDOs will be rostered in pairs, unless otherwise agreed with the pilot. Airnorth may roster one (1) pair of RDOs as single days in a roster period. RDOs shall remain fixed for the period of the roster.
- d) A single RDO will include two (2) Local Nights and cover at least 36 hours.
- e) Two consecutive RDOs will include three (3) Local Nights and cover at least 60 hours.
- f) An additional 24 hours inclusive of a Local Night will be added for each additional consecutive RDO.

#### **18.9 Split duties**

- a) Where a split duty is rostered, Airnorth will allow twenty-five (25) minutes each way from the pilot's accommodation for the purposes of calculating the available rest period. At Home Base, the pilot will utilise their own accommodation and transport.
- b) Where a pilot's own accommodation is more than twenty-five (25) minutes travel time away from the airport and the pilot considers they will not achieve the required rest period, Airnorth will provide accommodation closer to the airport at the pilot's request. The request must be made no later than forty-eight (48) hours prior to the start of the duty period or on assignment of the duty, whichever is later, to allow Airnorth to source suitable resting accommodation.

#### **18.10 Renewal's flight proficiency**


After any period of leave greater than fourteen (14) days, a pilot will not normally be rostered for a line check or simulator check within seven (7) days or ten (10) sectors (whichever is less) since returning from leave, unless otherwise agreed. This does not apply to pilots returning from leave that need to be checked prior to being capable of returning to flight duty.

### **19 AFTER PUBLICATION OF ROSTERS**

#### **19.1 Intention**

Roster changes may be necessary to meet operational requirements and will be notified to provide maximum warning as possible to the Pilot involved. Inevitably due to short notice changes to rosters, it will be necessary to notify the Pilot of roster changes. However, Airnorth recognises the value of roster stability and lifestyle protection when operating from home base. As such, changes to the published roster will be minimised where possible.

#### **19.2 Changes to Rostered Duty**

- a) Changes to the roster outside a fourteen (14) day period can be made by Airnorth without pilot discretion with the protection of RDO as defined in Clause 18.9.
- b) Roster changes inside fourteen (14) days  two-hour buffer period will apply to each original duty (either before, or after the original assigned duty, or a combination of both, up to a max of two (2) hours). If a Pilot accepts a roster change outside of

the buffer period, the Duty Extension Allowance is payable. Airnorth can alter the duty start or finish times within the buffer period.

- c) The work to be performed by a pilot within a duty period may be changed at any time by Airnorth without agreement from the pilot within the hours of the original duty period.
- d) For the purpose of a rostered Tour of Duty away from home base. A pilots' duty can change anytime within a two (2) hours buffer period before or after a Tour of Duty.

### **19.3 Extensions to Duty**

- a) After an assigned FDP commences and Airnorth requests the pilot to perform extra duty, roster changes must be acknowledged (within the buffer period) or accepted/rejected (outside the buffer period). For roster changes outside the buffer period, the pilot shall be paid the applicable extension to duty extension allowance as detailed in Schedule B.
- b) Notwithstanding the above, a FDP that is delayed due to weather, mechanical malfunction, or crew illness, or issues outside of Airnorth's operational control, a pilot shall complete the flight(s) on their assigned roster, duty extension allowance is not applicable, even if the duty extends beyond the two (2) hour Buffer Period.
- c) In all circumstances the Pilot's FDP shall comply with the maximum allowable FDP defined in the GPPM. However, a Pilot may exercise their discretion to extend a FDP.

### **19.4 Delayed Sign-On for a Flight Duty Period**

Airnorth may become aware of circumstances that necessitate a delay to a pilot's sign-on time prior to the commencement of the flight duty period. Refer to the GPPM.

### **19.5 Reserve**

- a) A home or airport reserve contactability period will be preceded by at least ten (10) hours free of duty, or the relevant regulatory minimum, whichever is greater.
- b) A home reserve period completed without callout will be followed by at least ten (10) hours free of duty.
- c) A reserve may be rostered in a crew base or any other location that meets the requirements of resting accommodation.
- d) A pilot may be assigned duty or time free of duty at any time on a reserve day where notification is provided at least ten (10) hours prior to the commencement of the reserve period.

### **19.6 Airport reserve (Standby like arrangement)**

- a) Airport reserve may be rostered at an airport location or any resting accommodation and is considered duty time.
- b) A pilot must remain immediately contactable and available from sign-on.

- c) An Airport Reserve is to ensure a wave of departures is protected or to meet contractual requirements. Once flights have departed, it is expected that the Pilot on Airport Reserve will be released. The maximum time without callout is Six (6) hours.
- d) Airport reserve may be rostered immediately prior to or after another duty as it counts as duty time.

#### **19.7 Home Reserve**

- a) A pilot may be assigned a duty in accordance with any applicable duty and flight times as applied by CASA.
- b) A pilot must sign on at the assigned reporting time, which will be at least one (1) hour until 09.00, and then the minimum reporting notice period will be two (2) hours unless agreed with the pilot.
- c) In Brisbane, Sydney, Melbourne, or Perth and at any other location that the APCC agrees the minimum reporting notice period will be two (2) hours.

#### **19.8 Grey Day**

- a) A grey day is a day free of rostered duty and is over and above the required number of days required for RDO's. There is no requirement for the pilot to be contactable on such a day. Should the pilot be contacted, the pilot can choose to report for duty if requested. If the pilot works on a grey day, there is no extra entitlement for remuneration for a worked RDO or RDOIL.
- b) On a Tour of Duty, a grey day can be converted to duty period, including reserve prior to the grey day.

#### **19.9 Reassignable Period (RASS)**

- a) Where a pilot has been removed from a duty and no alternative duty has yet been assigned, the pilot may be allocated a Reassignable Period (RASS). The RASS will commence and end at times no greater than if a complete duty change had been made at the time of notification in accordance with Changes to Rostered Duty clause 19.2
- b) A RASS may be converted to any other duty within a two (2) hour buffer period of the original start time.
- c) Unless otherwise agreed with the pilot, any duty assigned from RASS must fit within the RASS.
- d) If no replacement duty has been assigned prior to the commencement of the RASS, the RASS will automatically convert to a Reserve Period, however any duty assigned from that Reserve must be completed before the end of the RASS unless otherwise agreed with the pilot.

#### **19.10 Notification of roster changes and contactability**

Airnorth will avoid contacting pilots inside the minimum Off Duty Period

- a) A pilot is not required to be contactable in accordance with the GPPM, during an RDO, a leave day and when they are not on duty except in the two (2) hours prior to any duty period for the purpose of notifications relating directly to that duty.
- b) Where a pilot is required to be contactable, and Airnorth has unsuccessfully attempted to contact the pilot, the pilot must contact Airnorth as soon as they become aware of the attempt.

#### **19.11 Mutual exchange of duty**

Pilots may exchange duties or time *off* in accordance with Airnorth's policy (as amended from time to time and agreed with the APCC).

#### **19.12 Working on an RDO or RDOIL**

- a) For the purpose of this clause, all RDOIL's will be treated the same as RDO's.
- b) Where a pilot agrees to work on an RDO or RDOIL, or where a duty extends after 2400 prior to an RDO or RDOIL the pilot will receive:
  - i. a substitute RDO or RDOIL; and
  - ii. an allowance.
- c) The substitute RDO will be assigned by Airnorth within the current roster or next roster period, unless otherwise agreed by Airnorth and the pilot. Airnorth will attempt to assign the substitute RDO at a mutually agreeable time, however Airnorth may be required to assign the substitute RDO on any day considering operational requirements and regulatory compliance.
- d) Should a substitute day not be allocated within the current or next Roster Period, Airnorth may acquit the RDOIL on a day that best meets the business's needs. RDOIL's may be cashed out in accordance with Airnorth's policy.
- e) Rostered Days *off* following initial Ground school. Simulator. Type rating, or Line training interstate:
  - i. Initial Ground School, Simulator and Line Training;
  - ii. Ground School, Simulator and Line training for Command upgrade or remedial training; or
  - iii. Ground School, Simulator, and Line Training for transition to a new aircraft type.

Under these circumstances, or in agreement with Airnorth and the pilot, some or all RDOs within the Roster Period may be rostered away from Home Base.

## **20 TRAINING AND DEVELOPMENT**

### **20.1 Command Potential and/or Aircraft Type Change Assessment**

- a) The command potential and/or suitability for aircraft type change applies to a pilot who has expressed interest in a command position or aircraft type change. This assessment will be made by Airnorth.

- b) The assessment program shall take place in accordance with criteria established and published in the General Policies and Procedures Manual and shall be based (in no particular order) on seniority, pilot suitability, qualifications, experience, skills, operational performance, and behavioural competencies.
- c) Once assessed as suitable by the Airnorth review committee, a pilot will be placed in the relevant pool(s) of pre-approved pilots for command or aircraft type change as applicable. Pilots within each pool may subsequently bid for relevant vacancies and will be awarded such vacancies in order of seniority from those eligible pilots that have bid. A pilot within any pool must continuously maintain the technical and behavioural standards required to maintain their status in the pool and to be awarded a bid.
- d) If the review committee determines that a pilot does not adequately meet all the requirements the pilot will be provided with the reason/s for the assessment. A pilot will be provided guidance on how they might be able to achieve the requirements.
- e) Where a pilot who has bid and would otherwise be awarded the vacancy is required by Airnorth to remain in their current role for operational or commercial reasons and a more junior pilot is awarded the vacancy then the pilot will be paid by-pass pay from the time the junior pilot receives the salary adjustment related to the vacancy.
- f) A pilot who has been by-passed for greater than twelve (12) months will be entitled to the next vacancy for which they bid ("Vacancy") (unless Airnorth and the pilot otherwise agree). If this results in a more senior pilot who has bid for the Vacancy being bypassed, the more senior pilot will not be entitled to by-pass pay under this clause.
- g) A pilot may appeal the decision of the review committee. In the first instance, the pilot may submit a written request within seven (7) days of being advised of the assessment, requesting a review of the decision, and providing any additional supporting information related to the reasons the pilot was deemed unsuitable. The review will normally take place within fourteen (14) days of Airnorth receiving the request and the pilot will be advised of the result. A pilot may follow normal dispute resolution procedures in Clause 6 if not satisfied with the result of the appeal review.

## 20.2 Command Upgrade Assistance

- a) The Command Upgrade Assistance scheme is designed to assist with the training requirements for First Officers that do not hold the licensing and/or experience requirements for a command role. The assistance may involve any combination of ATPL theory courses and courseware, examination costs, travel, and accommodation, and/or ICUS as agreed between Airnorth and the pilot.
- b) For the purpose of this clause, an Eligible Pilot is a First Officer who either:
  - i. has not completed some or all ATPL theory subject examinations; or
  - ii. does not have sufficient command flying experience;
  - iii. AND all of the following conditions:
  - iv. has passed probation,
  - v. has not resigned;
  - vi. currently has or will have leave entitlements accrued and approved for the period of time to attend the course and/or examinations (if required); and
  - vii. is not under performance management.
- c) If the pilot's status changes before or after commencement of the CUA scheme such that they would no longer meet the eligibility requirements, the scheme may be

terminated for that pilot at Airnorth's discretion, and any financial assistance already paid by Airnorth will remain due and payable in accordance with this clause.

- d) An Eligible Pilot requiring ATPL theory may request command upgrade assistance to the value of \$5000 for costs associated with the training required to achieve the ATPL. The value of \$5000 is for the period of a Pilot's employment. All requests must be made in writing in advance, in accordance with the Airnorth policy, and costs agreed in advance between the parties. Expenses incurred by the pilot may be paid directly by Airnorth or reimbursed by Airnorth to the pilot.
- e) The pilot agrees that Airnorth may deduct the assistance amount from salary payments in equal instalments over a period of twelve (12) months. Repayments commence within fourteen (14) days of Airnorth paying the invoiced amount. If the pilot's employment is terminated for any reason (except for redundancy) prior to the full amount being repaid, Airnorth may deduct any amount owing from the final payment to the pilot. In the event that any amount remains outstanding, this will be repaid by the pilot to Airnorth within fourteen (14) days of termination.
- f) An eligible Pilot requiring In Command Under Supervision (ICUS) flight time may request command upgrade assistance in the form of line flying time with a qualified pilot. No financial liability is placed on the pilot for ICUS, however ICUS will be subject to rostering and operational requirements, and the volume of ICUS provided may vary from time to time. All requests must be made in writing in advance, in accordance with the Airnorth policy, and timeframes agreed in principle between the parties.

### 20.3 Training & Development Bonds

- a) Airnorth is committed to the training and development of pilots and has a strong desire to ensure these activities are carried out in a way that is mutually beneficial to Airnorth and the pilots.
- b) The philosophy of the training & development bond arrangement "the Bond" is to ensure that Airnorth receives a commitment from a pilot to remain in its service for an agreed period consequent to Airnorth investing considerable financial resources in a pilot's training and development. The Bond consists of an agreed Bond Amount and Bond Period.
- c) Subject to the conditions of this clause Airnorth will pay for the training and development costs (both ground and flight training).
- d) A pilot will sign a Training & Development Bond Agreement.
- e) The Bond Amount is the maximum amount recoverable from the pilot.
- f) The Training/Development Event in the table below includes all elements of a training course for a type rating, conversion, reconversion, or command upgrade, considering the pilot's currency status at the time of starting the course.

Aircraft Type	Training/Development Event	Bond Amount	Bond Period
EMB120	Initial Type Rating or Non-Current	\$30,000	Two (2) years
	Existing Type Rating and Current	\$15,000	One (1) year
	Command Upgrade	\$8,000	One (1) year
EJET (ERJ170/190)	Initial Type Rating or Non-Current	\$42,000	Three (3) years
	Existing Type Rating and Current	\$21,000	Two (2) years
	Command Upgrade	\$8,000	One (1) year

- g) The bond amount will not exceed 50% of the actual costs incurred by Airnorth. In the event that the actual costs incurred by Airnorth are less than the Bond Amount in the table above, the Bond Amount will be 50% of the actual costs.
- h) Type rating training and development may be applicable to a pilot that is already type-rated, however is non-current according to Airnorth's Training and Checking manual.
- i) The Bond Period applies from the commencement date of the type-rating training course or command upgrade course, as applicable. The Bond Period of a pilot taking leave without pay or working less than full-time will be adjusted accordingly.
- j) Where Airnorth introduces a new aircraft type the APCC will consult on the costs and return of service obligations to be applied, and any applicable Bond must be agreed to by the APCC prior to a Bond being applied. Where the APCC can't agree on the Bond Amount, the Bond Amount shall be no greater than the highest amount in the table above.
- k) In the event a pilot is subject to more than one (1) Training/Development Bond under this clause concurrently, only the greater Bond Amount will be payable by the pilot to Airnorth at the time any bond repayment is due.
- l) If a pilot abandons the training, the actual costs of the portion of training completed will be the Bond Amount which shall be no greater than the Bond Amount in the above table.
- m) If a pilot resigns within the Bond Period, or the pilot's employment is terminated for serious misconduct by Airnorth within the Bond Period, the pilot must repay a pro-rata amount of the relevant Bond Amount calculated by reference to the remaining Bond Period at the time of the pilot's last day of employment.
- n) A pilot will not have to repay any of the Bond Amount in the following circumstances:
  - i. Where a Bond Period is ended;
  - ii. Where a pilot is made redundant;
  - iii. Where a pilot loses their medical licence;
  - iv. Where a pilot is re-assigned to another aircraft type by Airnorth or re-assigned due to the phasing out of an aircraft type;
  - v. Where a pilot is terminated by Airnorth and that termination is found to be unlawful or unfair, except where the remedy was to reinstate the pilot;
  - vi. Where Airnorth and the pilot agree.
- o) Any Bond owing at termination of employment may be deducted by Airnorth from a Pilot's final salary including outstanding leave entitlements. Where the final salary is insufficient to cover the Bond Amount, a Pilot shall repay any shortfall to Airnorth in full within fourteen (14) days of their last working day unless otherwise mutually agreed by Airnorth and Pilot.

#### **20.4 Failure to Maintain Standard**

- a) Should a pilot be unable to demonstrate the required standard during a line check or simulator check they shall be entitled to a period of training prior to being re-checked.
- b) The pilot shall be entitled to retraining for up to twenty (20) sectors and/or two (2) hours simulator training. The pilot may elect to have this re-check conducted by a different Check Captain if available, otherwise the MTDS or delegate may observe the re-check.

- c) Should a pilot fail their re-check the pilot will revert to their previous equipment and status. If the position is not available for which they can qualify the pilot may be terminated.

## **20.5 Aircraft Type Freezes**

- a) A pilot who is type rated and current at the time of employment will be frozen for a period of one (1) year from the date of employment.
- b) A pilot will be frozen on type for a period of one (1) year from the commencement of type rating course.
- c) A pilot who is promoted from First Officer to Captain on the same type will be frozen on type for one (1) year from the commencement of the command upgrade course.
- d) This freeze replaces the existing freeze if the pilot was already subject to a freeze as a First Officer.
- e) A pilot who is frozen on type may:
  - i. Participate in the Command Upgrade & Aircraft Type Change Selection Process.
  - ii. bid for any vacancy for which they are eligible on the same type; and
  - iii. bid for any vacancy for which they are eligible on any type with an expected training commencement date after the completion of their freeze period.
  - iv. Airnorth may waive a type freeze for any pilot.

## **21 ACCOMMODATION**

### **21.1 Accommodation Standards**

- a) Suitable sleeping accommodation (applicable for overnight stays and Split duty requiring sleeping) is accommodation not within an aircraft consisting of facilities conducive to sleep including following:
  - i. comfortable self-contained room or compartment;
  - ii. a single occupancy at the discretion of the Pilot;
  - iii. clean, tidy and hygienic facilities;
  - iv. a bed that is comfortable, flat and horizontal;
  - v. minimum noise levels;
  - vi. facilities to control light, temperature and ventilation;
  - vii. access to adequate sustenance.
- b) Suitable resting accommodation (applicable to rest periods) is a comfortable resting area that:
  - i. has a comfortable temperature and minimal noise levels;
  - ii. contains at least a comfortable chair;
  - iii. provides access to adequate sustenance at times appropriate to the duty requirements.
- c) Variation of appropriate accommodation in (a) and (b) may be agreed by the pilot concerned and Airnorth. If appropriate a Hard-lying allowance will be applicable.

**21.2 Approved Accommodation**– To the extent reasonably possible, a list of approved places of accommodation will be determined as agreed between Airnorth and the ALPG.

- a) The Company agrees to investigate complaints received in writing by the ALPG regarding accommodation within seven (7) working days.
- b) If either Airnorth or the ALPG proposes a change to the existing accommodation, the other party will be notified of the proposal. If no agreement is reached on the proposal, the party seeking the change may follow a normal dispute resolution process in Clause 6 for determination, and in such circumstances, the existing arrangements will continue until the matter is determined.

**21.3 Hard Lying** - On a Layover where no appropriate accommodation is available, Airnorth will provide the best accommodation available, and the Pilot will be entitled to a hard lying allowance as detailed in Schedule B per night.

**21.4 Own Accommodation** - If Airnorth and a pilot agree, a pilot may arrange and pay for their own accommodation and meals, and the pilot will be paid an allowance as detailed in Schedule B and will be deemed to have discharged the obligations in clause 21. In such cases the pilot will give at least thirty-six (36) hours' notice of their intention to provide their own accommodation to allow the Company to cancel the original booking without penalty. Airnorth is not responsible for a pilot's transport to or from that pilot's own accommodation.

## **22 TRANSFERS**

### **22.1 Temporary Transfers**

- a) A pilot may be temporarily transferred to another base either voluntarily or involuntarily.
- b) A temporary transfer means the transfer of a pilot from home base to another base for the purpose of being temporarily utilised at that base for a minimum of six (6) days (five (5) nights) and no greater than six (6) weeks, or longer if agreed with the pilot.
- c) During the temporary transfer a pilot will be provided with suitable accommodation allowing the pilot to prepare their own meals.
- d) Where a pilot has been transferred for a period greater than twenty-eight (28) nights, Airnorth will provide transport for the Pilot to travel to their home base, or the Pilot may request for the Pilot's immediate family (including dependent children under twenty-one (21) years of age) to join the pilot at the temporary transfer base, once for each continuous twenty-eight (28) nights period of planned temporary transfer. Subject to operational requirements, Airnorth will consider the Pilot's preferences for travel to and from home base within the temporary transfer period, and at least one calendar day free of duty will be provided at home base.
- e) A pilot who is to be temporarily transferred will be notified as soon as practicable in advance. Unless a pilot consents to less notice, this will be no later than seventy-two (72) hours prior to the Pilot's scheduled departure from the Pilot's home base.

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## 22.2 Permanent Transfers

- a) A pilot may be permanently transferred to another base either voluntarily or involuntarily.
- b) Voluntary Transfer
  - i. A pilot may voluntarily bid for a transfer to another base. If the pilot's bid is successful, the pilot will be responsible for all relocation costs associated with the transfer.
  - ii. A pilot will be given no less than twenty-eight (28) days' notice by Airnorth of an intended permanent transfer. The pilot and Airnorth may mutually agree in a specific case that a shorter period represents adequate notice.
  - iii. Where a pilot is permanently transferred, they will be granted two (2) transfer days plus one (1) day for every 1000 km travelled free of all duty for relocation purposes.
- c) Relocation Assistance for Voluntary Transfer
  - i. Upon agreeing to a voluntary transfer, a pilot may request relocation assistance of up to \$5000 for costs associated with relocation of immediate family, dependents, personal goods including motor vehicles, and temporary accommodation at the new location. All requests must be made in writing in advance, in accordance with the Airnorth Relocation Policy, and substantiated by invoices that may be paid directly by Airnorth or receipts that may be reimbursed by Airnorth to the pilot. The pilot agrees to be bonded for the relocation assistance amount for a period of two (2) years. During the first year the value will not change, and in the second year the value of the bond will reduce pro-rata. If the pilot's employment is terminated for any reason (with the exception of redundancy) prior to the completion of the bond period, Airnorth may deduct any amount owing from the final payment to the pilot. In the event that any amount remains outstanding, this will be repaid by the pilot to Airnorth within fourteen (14) days of termination.
- d) Involuntary Transfer
  - i. A pilot who is permanently transferred to another base at the direction of Airnorth will be reimbursed for all reasonable expenses incurred by the pilot for the consequential removal of the pilot, immediate family (including dependent children under twenty-one (21) years of age), and their furniture, possessions, and personal effects in accordance with the Airnorth policy. All reimbursable expenses must be approved by the Airnorth prior to the transfer.
  - ii. A pilot transferred to a new home base will be provided with or reimbursed the costs of appropriate accommodation and transport until the pilot has obtained suitable permanent accommodation. The provision of the reimbursement will be limited to a period of up to two weeks.
  - iii. A pilot will be given no less than fifty-six (56) days written notice by Airnorth of an intended permanent transfer, provided that within this period the pilot will be given at least twenty-eight (28) days written notice of the actual date of transfer. The pilot and Airnorth may mutually agree in a specific case that a shorter period represents adequate notice.

- iv. Where a pilot is permanently transferred, they will be granted upon arrival at their new base such period of time, as they require up to a maximum of five days, free of all duty to attend to personal matters arising from them being so transferred.

## **23 FATIGUE RISK MANAGEMENT**

- 23.1** The CAO's outline the requirements for individual pilots and Airnorth to manage fatigue risk.
- 23.2** Airnorth is committed to ensuring the safety of its staff, customers, and assets. During the course of this Agreement, the APCC will review fatigue risk mitigation strategies. If Airnorth intends to implement a Fatigue Risk Management System (FRMS), consultation will occur within the APCC.
- 23.3** Airnorth will not require a pilot to operate an aircraft if, considering the circumstances of the flight to be undertaken, Airnorth has reason to believe that the pilot is suffering from, or is likely to suffer from, fatigue that may so impair the pilot's performance that the safety of the operation may be affected.
- 23.4** A pilot must not operate an aircraft if, considering the circumstances of the flight to be undertaken, a reasonable person in the pilot's position would consider that they are suffering from, or is likely to suffer from, fatigue which may so impair performance that the safety of the operation may be affected.
- 23.5** A pilot must disclose to Airnorth, prior to an operational duty, any matter that a reasonable person in the pilot's position would consider likely to affect their ability to meet Airnorth's fatigue risk management policies or the regulatory requirements.
- 23.6** A pilot should utilise time free of duty, rest periods and sleep opportunities considering the rostered duties and consider contingency for delays and disruptions.
- 23.7** For non-flight duties involving training, assessment or testing activities, a pilot may elect not to commence and/or continue the duty if a reasonable person in the pilot's position would consider that they are suffering from, or is likely to suffer from, fatigue which may so impair performance that the outcome of the activity may be affected.

## **24 LEAVE**

- 24.1** Personal/carer's leave and compassionate leave are provided for in the NES
- 24.2** A full-time pilot is entitled to fifteen (15) days personal/carers leave per annum. Personal/careers leave is cumulative.
- 24.3** A pilot is entitled to a maximum of four (4) single days per calendar year of personal/carers leave without the production of a medical certificate. Where a pilot has taken more than four (4) single days personal/carers leave a pilot must provide a medical certificate produced by a medical practitioner.
- 24.4** In addition to the entitlements in the NES, pilots will be granted up to six (6) days' paid leave per year for a disability associated with URTI.

- a) The paid leave in this clause is not cumulative.
- b) Pilots will determine whether the URTI is sufficiently serious as to prevent them from performing flying duties only or whether the URTI prevents them from performing any work.
- c) If the URTI prevents flying duties only the pilot will report for work and will perform ground-based duties only.
- d) If the URTI prevents any work, the employer will require a medical certificate specifying the nature of the URTI.
- e) Where a pilot reports for work and performs ground duties only in accordance with this clause, the entitlement under this clause will not be affected.

**24.5** There is no entitlement to paid leave of absence for any period the employee is receiving workers compensation payments.

**24.6** A pilot who has been granted paid personal leave for an injury or illness in respect of which they have consulted a medical practitioner will remain on such leave subject to their entitlements, until such time as they are deemed to be medically fit in accordance with the relevant CASA regulations and/or CASR's to resume flying.

## **25 PARENTAL LEAVE**

**25.1** Parental leave is provided for in the NES.

## **26 COMMUNITY SERVICE LEAVE**

**26.1** Community service leave is provided for in the NES.

## **27 JURY DUTY**

**27.1** Jury Duty provisions are provided for in the NES.

## **28 ANNUAL LEAVE**

**28.1** A full-time pilot is entitled to forty-two (42) days paid annual leave (inclusive of Saturdays Sundays and public holidays).

**28.2** Annual Leave will be provided in accordance with the Annual Leave Scheme as amended from time to time.

**28.3** The Annual Leave Scheme will only be amended by the APCC in accordance with Clause 11.

- 28.4** For the initial annual leave allocation after implementation of this Agreement, allocation will be determined by the ALPG in consultation with Airnorth.
- 28.5** An annual leave loading equivalent to seventeen point five percent (17.5%) of four (4) weeks annual salary (inclusive of allowances) is included as a direct component of annual salaries detailed in Schedule A and is not paid separately when utilising annual leave.
- 28.6** Airnorth will not recall a pilot from annual leave except by mutual agreement between Airnorth and the pilot. Where a pilot is so recalled the pilot will be granted two (2) days' annual leave in place of each such day and the pilot may elect to add such additional entitlements to the balance of this interrupted annual leave period.
- 28.7** Where a pilot becomes seriously ill during recreation leave, for a period of not less than seven (7) consecutive days the duration of such illness will be counted as sick leave to the extent that the pilot has credited sick leave. Providing that firstly the pilot will advise the employer as soon as practicable after the commencement of the illness and secondly produces a medical certificate to the employer within seven days of return to duty.

## **29 LONG SERVICE LEAVE**

- 29.1** Long service leave will be granted and taken in accordance with the appropriate State, Territory or Commonwealth Act.

## **30 NES CONSISTENCY CLAUSE**

- 30.1** The following will apply as per the NES:
- a) Casual conversion
  - b) Requests for flexible working arrangements
  - c) Family and domestic violence leave

## **31 TERMINATION**

### **31.1** Notice periods

- a) Unless agreed otherwise, a Pilot's employment may be terminated by either Airnorth or the Pilot giving notice in writing, in accordance with the following:

Period of Continuous Service	Notice
Six (6) months or less	Two (2) weeks
Above six (6) months	Eight (8) weeks

- b) Where a Pilot gives less than the required notice period above where the Pilot has no option because they are commencing a new position with another company (and has produced evidence of such), Airnorth will not deduct from the Pilot's wages or annual

leave accrual any shortfall in the notice period. In all other circumstances where a Pilot gives less than the required notice period above an amount equal to the period of notice not given will be deducted from the Pilot's wage or annual leave accrual. Where Airnorth has given notice of termination to a Pilot, the Pilot must be allowed time off without loss of pay of up to one (1) day for the purpose of seeking other employment.

## 31.2 Redundancy

- a) In addition to the period of notice prescribed in clause 30.1, if a pilot's employment is terminated by reason of redundancy, they will be paid the following amount of severance pay in relation to their continuous period of service:

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks* (refer to NES )

- b) A pilot will also be entitled to the long service leave entitlement as provided for in the relevant state long service leave legislation.
- c) Where vacancies are available elsewhere in Airnorth, pilots whose positions have been made redundant will be offered the vacancies.
- d) Where more than one pilot whose position has been redundant applies for a vacancy, the vacancy will be filled as follows:
- i. pilots already qualified and considered current on the alternative fleet in order of seniority; and
  - ii. pilots who are not qualified and current on the alternative fleet in order of seniority.
- e) If a pilot accepts a vacancy, then no redundancy pay will be payable.
- f) Airnorth may offer voluntary redundancies at its discretion.
- g) Where Airnorth has given notice of termination to a Pilot in circumstances of redundancy, the Pilot must be allowed time off without loss of pay of up to one (1) day each week of the minimum period of notice.

## 32 SALARIES

### 32.1 Classifications and Salaries

- a) The rates of pay in this agreement include the following classifications of pilots:

### *EMB120*

- i. First Officers
- ii. Captains

### *EJET (ERJ170/190)*

- i. First Officers
- ii. Captains

- b) The salaries contained in Schedule A are the base salaries for the classifications under this Agreement.
- c) Salary increases adjustments to the total of the base salary and any additions as detailed in Schedule A shall be adjusted for the life of this agreement by 3% on the following dates:

- i. 1 January 2025
- ii. 1 January 2026
- iii. 1 January 2027
- iv. 1 January 2028

## **32.2 Payment of Wages**

- a) Wages will be paid fortnightly in arrears. Payments for allowances and productivity, in excess of the productivity hour trigger, will be paid in the first fortnightly pay after the end of the relevant roster period.
- b) Claims for expenses and allowances must be submitted within six (6) weeks of the condition for the expense /allowance arising.
- c) Reimbursement for expense claims will be made within fourteen (14) days of a claim being submitted.

## **32.3 Salary Packaging**

Pilots may participate in any salary packaging and sacrificing scheme provided by Airnorth for which they are eligible, or otherwise by written agreement between the pilot and Airnorth.

## **32.4 Superannuation**

Airnorth will pay employer superannuation contributions in accordance with the *Superannuation Guarantee Administration Act 1992* (as amended) into a complying superannuation fund nominated by the pilot, or in default into a superannuation fund nominated by Airnorth which offers an authorised MySuper product.

### **33 PILOT INDEMNITY**

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

### **34 INCIDENTS AND ACCIDENTS**

- 34.1** Clause 34 is subject to any regulatory or statutory requirements regarding investigations, incidents, or accidents. In the event of an incident or accident, the pilot may be required to attend a Post Incident Meeting or Incident Review with a Flight Operations a management representative (normally the Head of Flight Operations and/or Manager Flight Operations) and other Airnorth personnel relevant to the review. The meeting will occur at a time determined by Airnorth considering the nature and urgency of the matter, including any regulatory reporting requirements.
- 34.2** A pilot may be required to undergo DAMP testing after any incident or accident. A pilot may seek appropriate medical attention prior to making any statement to Airnorth, and if a pilot requests a support person to be present, they shall be allowed a minimum of twenty-four (24) hours' notice (unless regulatory reporting is required in less time). If a pilot requires, the immediate supervisory person and the HOFO will privately meet and confer on the matter before a Post Incident Meeting or Incident Review involving other personnel takes place. The pilot may nominate any representative who may assist during all stages of Airnorth's inquiry/investigation into any incident or accident.
- 34.3** The pilot may be stood down on full base pay for the duration of any inquiry or investigation pending the outcome. Pilots stood down shall be advised in writing on a weekly basis of the progress of any inquiry or investigation.

### **35 ALLOWANCES**

#### **35.1 Loss of baggage**

- a) A pilot will be entitled to claim up to \$1600 for permanent loss or destruction of personal property that is reasonably expected to be carried whilst on company business. In addition, Airnorth will replace a pilot's flight bag and replace aeronautical documentation required to be carried, if permanently lost or destroyed whilst on duty provided that the pilot has taken all reasonable care to prevent loss or damage and there has been no negligence on behalf of the pilot.
- b) Permanent loss is deemed to have occurred if such baggage or property is not located within five (5) days from the reported date of loss. A pilot will make all reasonable attempts to locate lost property at the location of loss and will report any loss or destruction as soon as reasonably practicable. Should baggage or property be recovered after replacement, the pilot will have the right to surrender the replacement for the return of the original baggage and/or property.

- c) Airnorth will provide standard traveller's baggage and personal effects insurance as per the general ticketing insurance clause for pilots travelling for company business.
- d) Where non-negligent loss of personal baggage occurs to a pilot whilst away from base on duty, the pilot will be reimbursed actual reasonable expenses incurred.

### **35.2 Productivity Pay**

- a) Full-Time EMB120 Pilots shall be paid the Hourly Rate for all Flight Time in excess of 50 hours in any 28-day roster period.
- b) Full-Time EJET Pilots shall be paid the Hourly Rate for all Flight Time in excess of 60 hours in any 28-day roster period.
- c) Simulator time for Training and Checking staff conducting simulator activities is included for the purposes of productivity payments. Simulator time for pilots conducting cyclic training, but excluding Type Rating, Upgrades, MCC's and ATPL flight tests is included for the purposes of productivity calculations. Pilots providing support for candidates conducting upgrades, MCC and ATPL flight tests is included for the purposes of productivity calculations.
- d) For Line Pilots and appointed Check and Training Captains conducting Ground School, Two (2) hours of this time each day is to be credited as flight time.
- e) Travel performed at the direction of Airnorth not associated with the actual operation of an aircraft but required for the purpose of positioning for a tour of duty (excluding travel for simulator duties and positioning to recover an AOG aircraft), 50% of the time spent performing such duty will be credited as flight time up to two (2) hours.

### **35.3 Duty Time - Overtime**

Where a Pilot exceeds one hundred and fifty-two (152) Duty Time hours in a twenty-eight (28) day roster period, they will be paid the Duty Time allowance prescribed in Schedule A, for each hour or part thereof over one hundred and fifty-two (152) hours.

### **35.4 Multiple Endorsements**

- a) A pilot will not be required to operate more than one (1) aircraft type, except that check and/or training pilot may operate multiple types.
- b) Check and/or training pilots will receive the base pay for the higher type in addition to a 3% loading.
- c) The checking and/or training allowance will apply to the highest type for which training or checking duties are performed.
- d) A check and/or training pilot may be required to operate multiple aircraft types as either a temporary assignment or permanent assignment.
- e) An aircraft type is defined as any group of aircraft covered under the same type rating.

### **35.5 Loss of Licence Allowance**

- a) In addition to all other remuneration prescribed by this agreement, Airnorth will reimburse a pilot on permanent hire a Loss of Licence Allowance as detailed in Schedule B, to assist the pilot to hold adequate insurance against loss of licence.
- b) Payment of this expense will be reimbursed upon presentation by the pilot of a tax invoice detailing the premium paid. Expense claim must be submitted within six (6) weeks of incurring the expense.
- c) A pilot unable to obtain or chooses not to obtain coverage for Loss of Licence insurance may request that the same amount be paid to an approved superannuation fund in addition to normal entitlements in arrears after their anniversary date. This payment must be claimed no longer than six (6) weeks post the pilots anniversary date. On resignation, a Pilot will be entitled to a pro-rata amount.
- d) Upon resignation a pilot will reimburse Airnorth on a pro-rata basis this allowance for the period of time that the allowance is applicable beyond the date of the conclusion of their employment.

### **35.6 Meal Breaks and Allowances**

#### **a) Meals**

- i. Pilots who are required to layover away from home or temporary base will be provided with meals or paid the applicable allowances in Schedule B for Breakfast, Lunch and Dinner instead of providing the meals at Airnorth's discretion.
- ii. For duty periods immediately following any layover which involves duty in excess of 30 minutes in one of the following periods (local time from port of sign-on):
  - 0630–0800 hours (Breakfast); or
  - 1200–1330 hours (Lunch); or
  - 1800–2000 hours (Dinner)

the pilot must be provided with a meal or be paid the appropriate meal allowance in accordance with Schedule B. Meal Allowances as detailed in Schedule B will be adjusted annually by reference to the Air Pilot Award.
- iii. The APCC will determine appropriate meal standards.

#### **b) Breaks**

A pilot will not be required to be on duty for a period in excess of five (5) hours without either an opportunity for a 30-minute break free of duty or a meal being provided. Each multiple of five (5) hours within a duty period will require a break free of duty or a meal being provided. If a crew meal is unavailable to the affected pilot will receive the reasonable cost of a meal as detailed in schedule B.

#### **c) Accommodation**

- i. When a pilot is required to layover from home base Airnorth shall provide pilots with suitable accommodation.

- ii. If a pilot is required by Airnorth to stay in accommodation which is not of an appropriate standard, the pilot will be paid a hard lying allowance as detailed in Schedule B.
- iii. If a Pilot chooses to stay in their own accommodation, the Pilot will be paid an allowance as detailed in Schedule B.

d) Layover Allowance

In addition to the other allowances in this clause, pilots on layover will be paid a layover allowance as detailed in Schedule B

e) Provision of Transport

Where a pilot is required to layover away from home or temporary base Airnorth will provide transport between the airport (or training facility) and the pilot's place of accommodation and return. Where no transport is provided by Airnorth, the pilot will be reimbursed for reasonable actual transport expenses incurred.

f) Private Vehicle

No pilot will be required to use their private vehicle on the employer's business unless the pilot so agrees. Where a pilot agrees to use their private vehicle for the employer's purposes, the pilot will be paid an allowance per kilometre as detailed in Schedule B.

g) Passport and Vaccination

- i. If a pilot is required by Airnorth to maintain a current passport or perform overseas duties, Airnorth will reimburse the pilot for the actual expenses incurred by a pilot for passport renewal, visas and vaccinations required by Airnorth. Priority service and large passport not payable unless agreed in advance.
- ii. Where a pilot resigns and their existing passport covers the remaining period of employment, or the pilot is not required by Airnorth to perform any duty requiring a passport, no reimbursement for a passport renewal will be payable by Airnorth.

h) Telephone

Airnorth requires pilots to maintain a personal mobile telephone connection and email address. The salary includes an allowance for these services.

i) Reimbursement for medicals

A pilot will be reimbursed for the actual expenses incurred in maintaining a Class 1 medical certificate, including the DAME examination, necessary hearing and eye tests, bloods tests and ECG, and CASA processing fee, up to \$450.

j) Check and Training and Ground Training Allowance

The following additions to the base salary prescribed in Schedule B of this agreement.

- i. Training Captain 11 % of base salary.
- ii. Check & Training Captain 18% of base salary.

- iii. Ground Instructor per Schedule B.

## Schedule A– Salaries

### Base Salary

	Applicable from FWC ratification	From the first full pay period on or after 1 <sup>st</sup> January <b>2025</b>	From the first full pay period on or after 1 <sup>st</sup> January <b>2026</b>	From the first full pay period on or after 1 <sup>st</sup> January <b>2027</b>	From the first full pay period on or after 1 <sup>st</sup> January <b>2028</b>
EJET Captain	\$205,000	\$211,150	\$217,484.50	\$224,009.03	\$230,729.30
EJET First Officer	\$125,000	\$128,750	\$132,612.50	\$136,590.87	\$140,688.60
EMB120 Captain	\$125,000	\$128,750	\$132,612.50	\$136,590.87	\$140,688.60
EMB120 First Officer	\$85,000	\$87,550	\$90,176.50	\$92,881.79	\$95,668.24

Trainee rates will 75% of the above listed salaries, until the earlier of their first revenue generating flight or six (6) weeks.  
Pilots who have completed 10 or more years of service will receive an additional 1% superannuation as part of their package.

### Duty Time -- Overtime

Year	Applicable from FWC ratification	From the first full pay period on or after 1 <sup>st</sup> January <b>2025</b>	From the first full pay period on or after 1 <sup>st</sup> January <b>2026</b>	From the first full pay period on or after 1 <sup>st</sup> January <b>2027</b>	From the first full pay period on or after 1 <sup>st</sup> January <b>2028</b>
Captain	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
First Officer	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88

## Schedule B— Allowances

Allowance	Rate	Annual Adjustment	Frequency
Duty Extension Allowance – Captain	\$250	3%	Per Occasion
Duty Extension Allowance – First Officer	\$175	3%	Per Occasion
Worked RDO – EJET- First Officer	\$500	3%	Per day
Worked RDO -- EJET - Captain	\$850	3%	Per day
<b>Worked RDO -- EMB120 - First Officer</b>	\$350	3%	Per day
Worked RDO EMB120 – Captain	\$550	3%	Per day
Loss of Licence Allowance	\$2364	Air Pilot Award	Per Annum
Overseas Duty Allowance	\$38.82	Air Pilot Award	Per Occasion
Meal Allowance -- Breakfast	\$32.08	Air Pilot Award	Per Occasion
Meal Allowance – Lunch	\$35.95	Air Pilot Award	Per Occasion
Meal Allowance -- Dinner	\$61.79	Air Pilot Award	Per Occasion
Own Accommodation Allowance	\$178.09	Air Pilot Award	Per Occasion
Hard-lying Allowance	\$159.81	Air Pilot Award	Per Occasion
Layover Allowance Australia	\$27.97	Air Pilot Award	Per Occasion
Layover Allowance Elsewhere	\$61.65	Air Pilot Award	Per Occasion
Private Vehicle	\$0.95	Air Pilot Award	Per Kilometre
Reasonable cost of a meal	\$25	3%	Per Occasion

## Productivity Pay

	Threshold/hr	Annual Adjustment	Rate
<b>EMB120</b> Captain	50	3%	\$217.39
EMB120 First Officer	50	3%	\$147.83
EJET Captain	60	3%	\$297.10
EJET First Officer	60	3%	\$181.16

## Senior Base Pilot

Allowance	Rate	Frequency
Senior Base Pilot	6%	Percentage increase on base salary

## Check and Training

Allowance	Rate	Annual Adjustment	Frequency
Training Captain	11%		Per Annum
Check and Training Captain	18%		Per Annum
Ground Training Allowance (Trainer)	\$200	3%	Per day

## Execution

**Signed for and on behalf of Aircrew Logistics Pty Ltd:**



Signature

**Daniel Bowden**

Full name of Aircrew Logistics Representative

**Chief Executive Officer**

Authority to Sign (position/title)

**4 Lancaster Road, Eaton 0820**

Address

In the presence of



**KATIE BUSH**

Full name of witness

**Signed for and on behalf of affected employees:**



Signature

**Byron Page**

Full name

Bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the *Fair Work Act 2009*

Authority to Sign (position/title)

**4 Lancaster Road, Eaton 0820**

Address

In the presence of



Witness signature

**Maree Styles**

Full name of witness

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024/2141

Applicant:  
(name of applicant)  
Aircrew Logistics Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Daniel Bowden, Chief Operating Officer and Director of Aircrew Logistics have the authority to give the following undertakings with respect of the Airnorth Pilots Enterprise Agreement 2024 (“the Agreement”):

1. Base Salaries for Trainee’s as listed in Schedule A of the Agreement shall be no less than the Air Pilot Award 2020 Base Salaries plus five percent (5%).
2. Any deductions made from a pilot’s salary shall be effected only in accordance with sections 323 to 326 of the Fair Work Act 2009.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

28 June 2024