



Virgin Australia Regional Airlines Pilots' Enterprise Agreement 2024

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PART 1 – AGREEMENT APPLICATION

1. Agreement name

This agreement shall be known as the *Virgin Australia Regional Airlines Pilots' Enterprise Agreement 2024*.

2. Period of operation

- 2.1. Subject to clause 2.2, the Agreement shall commence on the first full roster period seven (7) days after approval by the FWC (**Commencement Date**) and shall have a nominal expiry date of 30 June 2028.
- 2.2. All new conditions of employment that require a system change will be implemented as soon as practicable and within three (3) Roster Periods after the Commencement Date. These system changes include, but are not limited to:
- (a) Clause 17.1(d) – introduction of new PT50 classification;
 - (b) clause 42 - Classifications – introduction of new classification structure;
 - (c) clause 50 – Training and checking allowances;
 - (d) clause 67.5, 67.6 and 67.7 – change to RDO buffers;
 - (e) clause 67.10 – changes to weekends free of Duty;
 - (f) clause 68.4 – changes to payments for infringement of an RDO;
 - (g) clause 73 – introduction of Gold Days; and
 - (h) clause 74 – Displaced Flying - changes to displacement clauses.

3. Parties bound

- 3.1. The parties to this Agreement are:
- (a) Virgin Australia Regional Airlines Pty Ltd (**VARA**) (ACN 008 997 662);
 - (b) all Pilots employed by VARA other than Management Pilots;
 - (c) Skywest Airlines Pilots' Association (SALPA);
 - (d) the Transport Worker's Union (TWU);
 - (e) the Australian Federation of Air Pilots (AFAP).
- 3.2. SALPA, the TWU and the AFAP are parties to this Agreement subject to application being made by them in accordance with section 183 of the Act to be covered by the Agreement.
- 3.3. This Agreement covers all Pilots employed by VARA other than:
- (a) Management Pilots;
 - (b) Pilots engaged in a dedicated cargo transport business; and
 - (c) Pilots covered by the VA NB Agreement.

4. Relationship to other industrial instruments

- 4.1. Subject to this clause 4, this Agreement is a comprehensive agreement and replaces and excludes all other enterprise agreements (including but not limited to the VARA Pilots EA 2022) or awards which may otherwise apply to the Pilots covered by this Agreement except where specifically stated in clause 12.2 - Representation.
- 4.2. This Agreement does not exclude any State or Federal laws dealing with occupational health and safety, worker's compensation or long service leave.

5. Renegotiation

The parties agree to commence negotiations for a replacement enterprise agreement at least six (6) months before the nominal expiry date of this Agreement.

6. No extra claims

The parties agree that this Agreement satisfies all claims of the parties against each other. The parties will not support or advance any additional claims against each other whilst this Agreement remains within its nominal term. The parties will not engage in any industrial action in support of or for the purpose of advancing any other or extra claims against each other for as long as this Agreement remains within its nominal term.

7. National Employment Standards

- 7.1. The National Employment Standards (**NES**) in the Act apply to Pilots' employment and nothing in this Agreement excludes the NES, in whole or in part. Where there is inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 7.2. Pilots are "shiftworkers" for the purposes of the NES and hours of work are averaged over a roster period.

8. Access to terms and conditions of employment

VARA will provide Pilots with access to their terms and conditions of employment, including access to a copy of this Agreement and to any People Team policies that are prepared from time to time.

9. Management Pilots and Pilots in a Management Role

- 9.1. A Management Pilot will be given a Seniority date which is determined by their date of commencement of employment.
- 9.2. Management Pilots will only undertake flying/ simulator/ Training and Checking duties for the purposes of retaining currency and undertaking duties associated with being a Management Pilot.
- 9.3. Management Pilots may supplement capacity for a period of up to six (6) months following notification to the WRC. A period in excess of six (6) months may be permitted, provided it is reasonable and only following consultation with the WRC.
- 9.4. Management Pilots may undertake flying/ simulator/ Training and Checking duties beyond those detailed in clauses 9.2 and 9.3 by displacing a rostered Pilot in accordance with clause 74 – Displaced Flying.
- 9.5. If a Management Pilot permanently relinquishes their position and becomes a Pilot employed under this Agreement in a line operations position, they will be allocated a position and Equipment Assignment that reflects their position on the Pilots List in accordance with the Seniority date as allocated in accordance with clause 33.2.
- 9.6. Pilots in Management Roles are able to return to a line operations position as determined by their Seniority. Where this occurs, that Pilot will be bound by the terms and conditions of this Agreement, and will be allocated a position and Equipment Assignment that reflects their position on the Pilots List in accordance with Seniority.

PART 2 – CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION

10. Consultation

10.1. VARA agrees that proper consultation is important in maintaining positive working relationships between VARA, its Pilots, and their relevant unions and workplace representatives. VARA agrees that consultation for these purposes shall not be perfunctory advice, but shall provide a genuine opportunity to influence the decision makers and the outcomes of any proposed change.

10.2. This clause applies if VARA:

- (a) has made a definite proposal to introduce a major change that may have a significant effect on Pilots; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Pilots.

10.3. Consultation process

The process of consultation with Pilots and the Unions for a major change that may have a significant effect on Pilots will include:

- (a) The timely provision of all relevant information (where requested, this information must be provided in writing), including details of the change, the likely effects on Pilots, the reasons for the change or proposed change and, where relevant, a proposed implementation date. However, VARA is not required to disclose confidential or commercially sensitive information to the relevant Pilots.
- (b) Discussion on measures to avert or mitigate any adverse effects on Pilots.
- (c) In relation to a change under clause 10.2(b), inviting Pilots to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (d) Genuine consideration of Pilots' and their representatives' suggestions, ideas and contributions.
- (e) Genuine opportunity for Pilots and their representatives to affect the matters that are the subject of consultation.
- (f) As soon as a final decision has been made, VARA must notify the affected Pilots in writing and explain the effects of the decision. This notification must include details about the proposed change, the effects and an implementation date (if known).
- (g) Pilots may appoint a representative for the purposes of the procedures set out in this clause.
- (h) If:
 - (i) a Pilot or Pilots appoints a representative for the purpose of consultation; and
 - (ii) the Pilot or Pilots advise VARA of the identity of the representative,

VARA must recognise the representative.

10.4. Major change

In this clause, a major change **may have a significant effect on Pilots** if it results in:

- (a) the introduction of an aircraft type other than those operated at the commencement of this Agreement;
- (b) the elimination of an aircraft type;
- (c) the termination of the employment of Pilots;

- (d) major change to the composition, operation or size of VARA's workforce or to the skills required of Pilots;
- (e) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (f) the alteration of hours of work;
- (g) the need to retrain Pilots;
- (h) the need to relocate Pilots to another workplace;
- (i) the restructuring of jobs and/ or a situation that may give rise to redundancies.
- (j) major changes to workplace policy;
- (k) changes to the legal structure of VARA or its business; and/ or
- (l) major changes to minimum selection criteria for promotions to roles covered by this Agreement (e.g. changes to the minimum Flight Hour requirements for existing Pilots).

11. Workplace Relations Committee

- 11.1. VARA has established a Workplace Relations Committee (**WRC**) to oversee the application of the Agreement and to consult on any definite proposals which may have a significant effect on Pilots.
- 11.2. The WRC will consist of:
 - (a) one (1) nominated Pilot representative of SALPA;
 - (b) a maximum of two (2) general Pilot representatives, elected in accordance with clause 11.8 of this Agreement, consisting of one (1) Pilot representative from the A320 and one (1) Pilot representative from the F100 and/ or EJet aircraft;
 - (c) VARA management representatives.
- 11.3. The three (3) Pilot representatives outlined in clause 11.2 will be credited with two (2) hours towards the Productivity Threshold for their attendance at each WRC meeting.
- 11.4. Where an ad hoc WRC meeting is required, VARA and the Unions may amend the composition of the WRC depending on the specific nature of the items to be discussed. However, in this situation, the composition will always have a minimum of one (1) Pilot representative from the A320 and one (1) Pilot representative from the F100 and/ or EJet aircraft.
- 11.5. Where a WRC member is unable to attend a meeting, a proxy may attend in their stead, subject to reasonable notice being provided to VARA which allows the proxy to attend without penalty to VARA or disruption of operations.
- 11.6. The WRC shall meet at least once every two (2) months or more frequently as agreed by VARA and a majority of the Pilot representatives on the WRC.
- 11.7. WRC meetings will be chaired by the most senior manager present. An agenda for the meeting shall be provided to those Pilots attending at least 48 hours prior to the meeting. Teleconference or video conference facilities will be used where practical to reduce cost.
- 11.8. General Pilot representatives of the WRC will be elected by the Pilot group and for a term of two (2) years. The process to elect general Pilot representatives will be documented, transparent and agreed with the Unions.
- 11.9. Pilot representatives shall be rostered to attend the WRC meeting, subject to the meeting schedule being provided prior to finalisation of the roster preparation process. VARA will pay for all travel and accommodation costs associated with the WRC when there are in person meetings not held at the Pilot's Home Base.
- 11.10. An official of the TWU and/ or the AFAP may be invited to attend a WRC meeting by a member of the WRC.

- 11.11. Specialists or subject matter experts from areas within VARA or Virgin Australia may be invited by VARA management to attend the WRC by agreement of the WRC where it would assist with progress and resolution of matters relevant to the WRC.

12. Representation

- 12.1. A Workplace Delegate may represent the industrial interests of eligible Pilots who wish to be represented by the Workplace Delegate in matters including:
- (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of disputes;
 - (d) disciplinary processes;
 - (e) enterprise bargaining where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the Unions with enterprise bargaining; and
 - (f) any process or procedure within this Agreement or a policy of VARA under which eligible Pilots are entitled to be represented and which concerns their industrial interests.
- 12.2. The rights of Workplace Delegates (including notice and evidence of delegate appointment, entitlement to reasonable communication, access to workplace facilities, and access to training) will be in accordance with the Award.
- 12.3. To avoid doubt, time spent performing activities under this clause does not count for the purposes of calculating an entitlement to a Productivity Rate payment or Flight Duty limits.

13. Flexibility

- 13.1. VARA is committed to providing flexibility in its employment arrangements with Pilots. To help achieve this flexibility, VARA and individual Pilots may agree on individual flexibility arrangements which vary the terms of this Agreement.
- 13.2. The individual flexibility arrangement between VARA and the Pilot must:
- (a) be about permitted matters under section 172 of the Act;
 - (b) not include a term that would be an unlawful term under section 194 of the Act;
 - (c) meet the genuine needs of the individual Pilot and VARA;
 - (d) be genuinely agreed to by the individual Pilot and VARA, without coercion or duress;
 - (e) result in the Pilot being better off overall than the Pilot would have been if no individual flexibility arrangement was entered into;
 - (f) not require that any individual flexibility arrangement agreed to by the Pilot and VARA be approved, or consented to, by another person; and
 - (g) is otherwise in accordance with applicable law.
- 13.3. VARA cannot change a Pilot's employment status under this provision without the Pilot's agreement.
- 13.4. The Parties agree that any individual flexibility arrangement shall:
- (a) be determined within 21 days of the request for an individual flexibility arrangement being made;
 - (b) be in writing;
 - (c) include the name of VARA and the Pilot;
 - (d) be signed by VARA and the Pilot; and
 - (e) include details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (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
 - (iv) state the day on which the arrangement commences.
- 13.5. VARA shall give the Pilot a copy of the individual flexibility arrangement within 14 days after it is signed by both parties.
- 13.6. VARA or the Pilot may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) at any time if VARA and the Pilot agree in writing.

14. Facilitative Provision

- 14.1. Where any terms of this Agreement provide for changes by “agreement” between the parties to this Agreement, this means unanimous agreement of VARA and the Unions referred to in clause 3 – Parties bound of this Agreement.
- 14.2. Where any terms of this Agreement provide for changes by agreement of the WRC, this means approval from VARA, SALPA, the AFAP and the TWU.
- 14.3. Any agreements between the parties to this Agreement or the WRC will be recorded in writing, signed by all parties and accessible on the Virgin Australia Group intranet.

15. CAO 48.1

- 15.1. Should it occur that VARA wishes to implement a customised Fatigue Risk Management System in accordance with CAO48.1 (**FRMS**) into its operation, VARA will consult with the WRC.
- 15.2. 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 following conditions are satisfied:
 - (a) the facilitative agreement is in writing and signed by the parties in clause 3 – Parties bound; and
 - (b) a majority of the Pilot group approve the facilitative agreement.

16. Dispute settlement procedure

- 16.1. If a Pilot has a dispute about any matter relating to their employment, the application of this Agreement, or the National Employment Standards, then they may use the following process to resolve the dispute.
- 16.2. A Pilot who is party to a dispute may appoint a representative (for example, SALPA, the TWU or the AFAP) for the purposes of the procedures in this term.
- 16.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by:
 - (a) The matter first being discussed between the individual Pilot, their representative (if relevant) and the relevant Manager (or delegate). The Manager (or delegate) shall make a decision and advise the Pilot(s) of the decision in writing within seven (7) business days of the meeting, unless not reasonably practicable to do so;
 - (b) If the matter is not resolved, it may be referred for discussion between the individual Pilot, their representative (if any) and their manager once removed (or delegate). The manager once removed (or delegate) shall make a decision and advise the

- Pilot(s) of the decision in writing within seven (7) business days of the meeting, unless not reasonably practicable to do so;
- (c) A member of the People Team may participate in these discussions if VARA considers it appropriate that they do so.
- 16.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC. The FWC may deal with the dispute in two stages:
- (a) The FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute, and make a determination that is binding upon the parties. If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- (c) Either party may be legally represented in the FWC in accordance with the provisions of the Act.
- 16.5. While the parties are trying to resolve the dispute in a bona fide manner work will continue as normal unless a Pilot has a reasonable concern about an imminent risk to his or her health or safety. A party will not be prejudiced as to the final settlement by the continuation of work in accordance with this clause.
- 16.6. Subject to the provisions of this Agreement, this clause will have no application to matters involving flight standards, which will be dealt with in accordance with the Civil Aviation Safety Regulations (as amended or replaced).
- 16.7. The parties to the dispute agree to be bound by a decision of the FWC in accordance with this clause.

PART 3 – TYPES OF EMPLOYMENT

17. Types of Employment

Pilots may be employed on a full-time or part-time basis, or in accordance with clause 17.5 – Temporary Pilots or 17.6 – Contract Pilots of this Agreement.

17.1. Part-time employment

- (a) There are two types of part-time employment available under this Agreement:
- (i) temporary part-time employment; and
 - (ii) permanent part-time employment available under the Transition to Retirement Scheme.
- (b) VARA will make part-time employment available at a minimum of 10% of permanent full-time equivalent (FTE) Pilots per aircraft type who are employed by VARA (inclusive of any existing part-time arrangements) as soon as practicable during the life of the Agreement but by no later than the following percentage by the following dates:
- (i) 7% - 30 June 2025;
 - (ii) 9% - 30 June 2026;
 - (iii) 10% - 30 June 2027.
- (c) The allocation of part-time positions between rank will be at VARA's discretion having regard to the operational needs of the business.
- (d) A part-time Pilot will be engaged and rostered in accordance with one of the following options:

Part-time option	Working days	Minimum RDOs per annum and per roster period (*)(**)	Offline Days
PT50	10 days per 28 day roster period	59 RDOs pa, with a minimum of 4 days per 28 day roster period	14 days per 28 day roster period
PT60	12 days per 28 day roster period	70 RDOs pa, with a minimum of 5 days per 28 day roster period	11 days per 28 day roster period
PT80	16 days per 28 day roster period	94 RDOs pa, with a minimum of 7 days per 28 day roster period	5 days per 28 day roster period

- (*) Over 13 roster periods each year commencing from the start of the first full roster period after the Commencement Date
- (**) Minimum RDOs per roster period are pro-rated for the taking of annual leave.
- (e) Clause 17.1(d) may be amended by agreement of VARA and the WRC to implement systems changes which result in part-time Pilots being compensated for any agreed reduction in annual RDOs.

- 17.2. The conditions applicable for part-time employment are detailed in Appendix 3 – Part-time Arrangements.

17.3. Transition to Retirement Scheme

- (a) As a subset of the total part-time obligation under clause 1.2(a) (i.e. included in the 10% minimum), VARA will make available a Transition to Retirement Scheme (**Scheme**). The purpose of the Scheme is to provide a mechanism for Pilots to transition to retirement as a Pilot by accessing a permanent part-time working arrangement, whilst allowing VARA to retain a Pilot's skills and knowledge during this period.
- (b) This Scheme is accessible by Pilots who are 55 years of age or older.
- (c) VARA will make available part-time positions in accordance with the same rules as those applying in clause 17.1 and Appendix 3 – Part-time Arrangements at a minimum of the following FTE Pilots per aircraft type as soon as practicable but no later than the following percentage by the following date:
 - (i) 2% - 30 June 2025;
 - (ii) 3% - 30 June 2026; and
 - (iii) 4% - 30 June 2027.
- (d) Any proportion of the part-time percentage in clause 17.2 which is unused through the Transition to Retirement Scheme on a particular aircraft type will be reallocated to be used for temporary part-time employment.
- (e) All conditions which apply to part-time employment, including pro-rating full-time employment conditions, will apply to a Pilot on a Transition to Retirement arrangement.
- (f) VARA will maintain a waitlist for permanent part-time where the order of award will be in accordance with Seniority under the VARA Pilot's List.
- (g) The effect of being awarded a permanent part-time arrangement under the Scheme is that a Pilot's employment status will change to permanent part-time. A Pilot on permanent part-time will only be permitted to revert back to permanent full-time with VARA's agreement.

17.4. Flexi Arrangement

- (a) "Eligible Pilots" who seek flexible working arrangements may make application to participate in a Flexi Arrangement.
- (b) Subject to the requirements of this clause 17.4, Eligible Pilots can nominate to be Rostered set days of the week or RDOs, with the aim of the Pilot working a regular and consistent pattern of work.
- (c) "Eligible Pilot" means a Pilot:
 - (i) with at least 12 months continuous service with VARA at the time of applying under the Flexi Arrangement; and
 - (ii) who meets the criteria in section 65 – Requests for Flexible Working Arrangements (as amended or replaced) of the Act.
- (d) Eligible Pilots can submit an application to VARA. The application should specify the Pilot's preferred rostering arrangement, an explanation of their eligibility, supporting documentation and the preferred duration of the arrangement.
- (e) Pilots will be required to provide evidence that satisfies VARA of their eligibility under this clause.
- (f) VARA will respond to applications within 21 days of all required information being provided, confirming whether the request is approved.
- (g) VARA may decline a request on reasonable business grounds, with reasons provided in writing. Before declining a request, VARA will discuss with the Pilot alternative options. In circumstances where the Pilot's request cannot be

accommodated, VARA may provide an alternative proposal to the Pilot. The Pilot may then accept or decline the alternative proposal.

- (h) Flexi Arrangements will be granted for a fixed period of up to 12 months, unless otherwise agreed. Arrangements will commence at the start of a Roster Period and within three (3) Roster Periods after the approval date. Pilots may withdraw the arrangement at any time by giving three (3) Roster Periods' notice.
- (i) Once the work days have been arranged they cannot be altered unless agreed by the Pilot and VARA. Where agreement cannot be reached, VARA may alter the days of the week that the Pilot will work on the giving of three (3) months' notice.
- (j) VARA may periodically review the Pilot's individual circumstances to ensure they continue to meet the criteria outlined in clause 17.4(ii). Where a Pilot ceases to meet the criteria the Flexi Arrangement may be terminated.
- (k) While a Flexi Arrangement applies, where the arrangement relates to fixed RDOs or set days of work:
 - (i) VARA may roster some or all of the relevant Pilot's remaining RDO entitlement as single RDOs; and
 - (ii) where required to facilitate training, VARA may roster training on days that would otherwise be a fixed RDO under clause 1.2(a).
- (l) VARA may require a Pilot to relinquish the Flexi Arrangement if the Pilot changes base, rank or aircraft type.

17.5. Temporary Pilots

- (a) Existing Pilots employed under this Agreement may be assigned on a fixed term or maximum period basis to support the introduction of new aircraft types, fleet growth or new customer contracts.
- (b) Pilots can only be assigned on a fixed term or maximum period basis under this clause for a total maximum period of 12 months (whether on one assignment or a series of rolling assignments) to facilitate the mobilisation of new aircraft types or additional aircraft while other VARA Pilots are being trained for that aircraft type.

17.6. Contract Pilots

- (a) Pilots from outside the Group may be engaged on a fixed term or maximum period basis to support the introduction of new aircraft types, fleet growth or new customer contracts.
- (b) Pilots engaged on a fixed term or maximum period basis under this clause can only be employed for a total maximum period of 12 months (whether on one contract or a series of rolling contracts), to facilitate the mobilisation of new aircraft types or additional aircraft while existing VARA Pilots are being trained for that aircraft type.
- (c) VARA will consult with the WRC prior to the appointment of Contract Pilots under this clause.

PART 4 – OPERATIONAL PROVISIONS

18. Duties of a Pilot

- 18.1. Pilots will carry out such duties as are within the limits of the Pilot's skill, competency and training, but not so as to promote deskilling.
- 18.2. While on Duty, Pilots will conduct themselves professionally and at all times comply with relevant Group policies and procedures, as may be amended from time to time. Pilots are required to familiarise themselves with Group policies and procedures, provided these materials are made available to Pilots by VARA. For the avoidance of doubt, this clause includes operational manuals, procedures, and policies.
- 18.3. A Pilot will not knowingly operate an aircraft, and VARA will not knowingly permit a Pilot to operate an aircraft, unless the Pilot is free of any fatigue, illness, condition, injury, medication, or drug which could affect their ability to perform work safely.
- 18.4. VARA is subject to applicable aviation authority requirements. To the extent to which they are able, Pilots are required to comply with applicable aviation authority requirements, as relevant to their role. Pilots are required in accordance with this Agreement to obtain, and keep valid and current at all times, all applicable licences, medicals, and qualifications which are required by VARA and/ or by CASA or other regulatory authority to enable Pilots to carry out their duties. VARA will make reasonable efforts to support Pilots in meeting the requirements of this clause.
- 18.5. A Pilot's duties may be varied from time to time in accordance with the provisions of this Agreement. The terms of any employment contract provided to the Pilot, whether upon commencement of employment or otherwise, must not contravene the terms of this Agreement.
- 18.6. Pilots will not be required to load or unload an aircraft or carry out daily inspections at a port where VARA Engineers are based and shall not be required to perform any duties other than operational duties associated with the preparation for and conduct of a flight and completion of statutory and VARA documentation in connection with a flight.
- 18.7. A Pilot shall not be required to operate into Hostile or warlike areas but VARA may call for volunteers for such operations. Prior to commencing any operation to a Hostile or warlike environment, the WRC shall meet to agree on suitable conditions for the operation to ensure the safety of the Pilots.

19. Exclusive service

- 19.1. Unless VARA gives its written consent, a Pilot cannot fly an aircraft for hire or reward except in the service of VARA.
- 19.2. A Pilot may fly privately provided this does not compromise in any way their ability to fly for VARA.

20. Orders to Pilots

- 20.1. Orders and instructions to Pilots shall normally be given or confirmed in writing.
- 20.2. If a Pilot requests, verbal instructions shall be confirmed in writing to the Pilot promptly by electronic message or otherwise after the verbal instructions are given.

21. Anti-Discrimination

- 21.1. VARA is committed to the achievement of a workforce that respects and values the diversity of employees and helps to prevent and eliminate discrimination and harassment in accordance with applicable state and federal legislation.
- 21.2. In fulfilling its obligations, VARA will make every endeavour to ensure neither the Agreement provisions nor their operation is directly or indirectly discriminatory in their effects.

22. Uniforms

VARA will provide Pilots with uniforms which must be worn at all times whilst on Duty and in accordance with policy and procedure, including the FOPPM. VARA will replace Pilot uniforms when necessary as a result of fair wear and tear.

23. ASIC

- 23.1. Pilots must maintain an Aviation Security Identification Card (ASIC) (or equivalent if replaced). Pilots accept that their employment may be terminated if they become ineligible to hold an ASIC as a consequence of their own conduct.
- 23.2. VARA will facilitate, administer and pay for the Pilot's ASIC renewal.

24. Portable electronic device

VARA may provide Pilots with a portable electronic device suitable for operational use (including flight deck and load control functions) and in order to access training and VARA operational documentation, and Pilots will use the portable electronic device for this purpose.

25. Passports and visas

- 25.1. Pilots must maintain a current passport which is required to perform the role of a Pilot under this Agreement.
- 25.2. VARA will reimburse the cost of an "Ordinary Passport" as identified by the Australia Passport Office and the costs associated with vaccination expenses required by VARA for the Pilot to operate overseas as part of their employment following the provision of relevant supporting documentation (including receipts). If, for the purposes, of this clause a Pilot holds a passport issued by a country other than Australia (and not an Australian passport), the Pilot may claim reimbursement for passports costs up to the amount specified by the Passport Office for an "Ordinary Passport" issued by Australia.
- 25.3. Pilots must be eligible to obtain a visa which is required to perform the role of a Pilot under this Agreement.
- 25.4. VARA will administer and pay all costs associated with visas required by the Pilot to operate overseas as part of their employment. This does not include an obligation to reimburse the cost of a permanent residency application.

26. Indemnity

- 26.1. In the event of any person (including VARA) making any claim against a Pilot or the estate or any other legal personal representative of a Pilot (collectively referred to as the "Pilot") in respect of personal injury, property damage, economic loss, or any other infringement of any right or any other loss or damage whatsoever, which injury, infringement, loss or damage is alleged to have occurred or have been suffered or incurred as a result of any act, event or omission or any other cause whatsoever occurring during the course of, or arising out, of or in any manner connected with, the Pilot's employment (other than a criminal act) VARA shall, to the extent permitted by law:
 - (a) completely indemnify the Pilot and hold the Pilot safe and harmless in respect of any such claim; and
 - (b) take-over on the Pilot's behalf the conduct of the defence of any such claim and bear all the costs and expenses in respect thereof and indemnify the Pilot and hold the Pilot safe and harmless in respect of such costs and expenses.
- 26.2. When a Pilot is required to act as a witness for another pilot or group of Pilots, give such Pilot a free period of Duty for a time sufficient for him or her to prepare for and appear as such witness, provided that in so doing consideration is given to the operational requirements of VARA. Pilots appearing as witnesses shall be paid the same rate as their normal flying duties

and be provided with space available travel on Virgin Australia aircraft to and from any location required for this purpose.

- 26.3. Whilst on Duty, locally or overseas, VARA will provide the best available legal counsel and defence for any action brought against a Pilot whilst legitimately conducting their work duties in accordance with statutory or VARA requirements.
- 26.4. Should a Pilot be incarcerated during the above circumstances then that Pilot shall remain on full pay until release and return to duties.

PART 5 – CAREER OPPORTUNITIES

27. Group career progression and transfer opportunities

- 27.1. VARA recognises that Pilots who join the Virgin Australia Group do so with an expectation of enjoying a career path within the Group, and in most cases, based on a commitment for the duration of their career.
- 27.2. Further, VARA recognises that Pilots' desired career path will generally involve aspirations including, but not limited to, advancement through the Pilot ranks, experience and advancement on one or more aircraft types and opportunity to work from one or more geographic locations and the pursuit of opportunities within the Virgin Group.
- 27.3. VARA supports career growth for Pilots and is committed to providing the above opportunities to all Pilots as closely aligned with individual preference as practicable and in accordance with this Agreement.
- 27.4. VARA will consult with Pilots and their representatives about the above opportunities available to the Pilot group, to maximise such opportunities and address any related issues (including any issues associated with a Group career progression system). VARA will consult with Pilots and their representatives about these matters via the WRC.
- 27.5. Consistent with the above, VARA seeks to encourage long term careers across the Virgin Australia Group. To this end, VARA will:
- (a) encourage Pilots to participate in their own career progression process by making applications for vacancies they are suited for (this does not preclude a Pilot who is not endorsed on a type from applying for a position on such type);
 - (b) advertise all Pilot vacancies internally;
 - (c) other than in accordance with this Agreement, not engage/ employ any direct entry Captains unless there are no applicants for a command vacancy from within the Group who meet the selection criteria;
 - (d) ensure that the selection process is transparent;
 - (e) communicate the names of Pilots who have been successful in bids for transfers, command upgrades and base changes; and
 - (f) provide feedback to candidates when requested and provide mechanisms for review of decisions via the Disputes Settlement Procedure in this Agreement.
- 27.6. In return, there is an expectation that Pilots will:
- (a) take steps to ensure their own readiness for opportunities including where appropriate to seek out or participate in remedial or developmental training;
 - (b) apply appropriately and participate in the selection process, including familiarising themselves with the selection process and the availability of vacancies;
 - (c) meet any Freeze requirements related to career moves; and
 - (d) seek feedback on the outcome of recruitment or promotion decisions.

28. Promotions

28.1. General

Promotions within VARA, including temporary Equipment Assignments, shall be filled in accordance with clause 33 – Seniority, subject to the following:

- (a) the Pilots having gone through the career progression process set out in this clause;
- (b) they are deferred as a result of the Pilot not meeting the Company's promotional criteria;

- (c) any other limitations set out in this Agreement (for example, clause 31 – Freeze Periods and clause 32 – Endorsement Costs and Bonding; and
- (d) Where VARA advertises a temporary Equipment Assignment in accordance with this clause and no Pilot bids for that assignment, VARA may assign to that temporary Equipment Assignment the most junior Pilot who currently holds a permanent Equipment Assignment on that aircraft type.

28.2. Career progression process

The process that VARA will follow in order to offer career progression opportunities to Pilots is set out below.

(a) Step 1 – Resource Plan Update

- (i) At least twice a year, the resource plan will be updated and the projected flight crew resourcing requirements (specific numbers may not be included) over the following 12 months will be published to Pilots (Resource Plan Update).
- (ii) Additional Resource Plan Updates will be published whenever a planned change to the operating schedule would have a significant impact on crew members in any Pilot Resource Group.

(b) Step 2 – Bid Import

- (i) A bid import will be conducted 14 days after the Resource Plan Update to seek Pilots for the positions identified in the Resource Plan Update.
- (ii) Bid imports will then be conducted every calendar month to ensure that a Pilot's most current bid is considered when sourcing Pilots for any position.
- (iii) Additional positions arising from resignations, retirements or for any other reason can be filled at any time using the most recent bid import to identify Pilots for these positions.
- (iv) The dates and times of the monthly bid imports carried out in accordance with clause 28.2(ii) above will be advised to the Pilot group at least 14 days prior to the bid import.
- (v) No later than 21 days following each bid import all Awarded positions will be published to the Pilot group. No further positions will be Awarded until the next bid import has been conducted.
- (vi) Pilots who have been Awarded a position will continue to participate in the bid process and a Pilot's Awarded position bid may be improved (i.e. a higher bid preference Awarded) up to six (6) weeks from the commencement date of any training associated with the Awarded position. Positions are deemed to have been Awarded as of the date of the bid import from which the Pilots were selected.
- (vii) If a Pilot refuses to accept an Awarded position, they will be subject to an 18 month administrative Freeze which prevents them from participating in the Bid Import process. The administrative Freeze may be waived at the discretion of VARA in exceptional circumstances.
- (viii) The terms and conditions that apply to all bids will be stated on the bid form.

(c) Step 3 – Conduct an Initial Assessment

- (i) Only those Pilots who bid for a position will be considered and assessed against the selection criteria for the position being sought. To be considered eligible for a position a Pilot must meet the selection criteria for that position as detailed in the relevant VARA manual.

- (ii) A Pilot who is subject to a type, administrative or position Freeze will be considered eligible for the vacancy if the Freeze Period will be completed before the Pilot commences the training course for the new position.
 - (iii) VARA will create a short list of Pilots who meet the selection criteria and who have the highest position on the VARA Pilot's List.
- (d) **Step 4 – Conduct Further Assessment**
 - (i) VARA will then conduct a further assessment of those Pilots who are on the short list. This assessment will include an evaluation of each Pilot's performance in the areas of line operations and flight standards.
 - (ii) The Line Operations evaluation and a Standards evaluation will be conducted.
 - (iii) the Flight Operations Safety Management Committee will then meet to consider the Line Operations and Standards assessment of each eligible Pilot.
 - (iv) VARA may also conduct interviews of those Pilots who have been considered during the initial assessment as part of the further assessment process. Pilots will be assessed as either suitable or not suitable. This assessment will be documented. Pilots will not be ranked in order of suitability.
- (d) **Step 5 – Decision and Written Notification**
 - (i) The Pilot/s who is/are assessed as suitable will be Awarded the position and commence training in order of position on the VARA Pilot's List unless otherwise agreed with the individual Pilot.
 - (ii) Where VARA is unable to train in order of Seniority due to resource constraints on other fleets where Pilots are transferring from, the WRC will be consulted about this issue. Additionally, any affected Pilots will be deemed to have commenced training in their new position at the time a Pilot who is less senior on the VARA Pilot's List or a Pilot employed from outside the Group commences training, for the purpose of recognising service in order to progress to the next pay level. For the sake of clarity, Pilots who are subject to a Freeze at the time a Pilot less senior on the VARA Pilot's List or from outside the Group commences training will not be considered affected Pilots.
 - (iii) Candidates deemed unsuitable for command/ promotion opportunities will, on request, be advised in writing why they were assessed as unsuitable for the position. In this context, unsuitable Pilots are entitled to be provided with reasons why they were unsuitable in the recruitment process and information about what they need to address to improve their prospects of being suitable in the future. Unsuitable Pilots are also entitled to be provided with reasonable support and training to assist them address any deficiencies identified during the recruitment process.
- (e) **Step 6 – Publishing Results**
 - (i) Awarded positions will be announced once positions have been filled. This may mean that results are published separately for different Resource Groups to allow for the backfilling of any consequential vacancies.
 - (ii) VARA may defer the commencement of training of a Pilot for up to and including 120 days (or longer subject to prior consultation with the Pilot).
 - (iii) When a Pilot's promotion in grade or status is deferred for any reason (other than the Pilot not satisfying the promotional criteria, failing to reach the required standard of flight proficiency, or not applying for a vacancy)

and the Pilot is bypassed by a less senior Pilot, the Pilot will be paid from the date of that bypass the total remuneration the Pilot would have received had the Pilot not been bypassed. Bypass pay shall commence from the date of the less senior Pilot commencing to receive the rate of pay applicable to the promotional vacancy.

Any Pilot aggrieved by the above process (or decision) can request a meeting with relevant management to discuss their concerns. If the meeting fails to resolve the Pilot's concerns, they can progress that matter via the Disputes Settlement Process in this Agreement. Any election to progress those concerns must be made within 21 days of the meeting.

29. Transfers

29.1. VARA operates throughout Australia and overseas. To facilitate expansion or changes to operations, VARA may request Pilots to transfer to a new base permanently or temporarily at VARA's expense in accordance with this clause.

29.2. Prior to opening any new bases, VARA will consult with the WRC about any specific terms and conditions of employment (if any) which may be applicable to the new bases.

29.3. The transfer of Pilots between bases shall be in accordance with Seniority as per clause 33 – Seniority.

29.4. Temporary transfers

- (a) "Temporary Transfer" means the transfer of a Pilot from the Pilot's Home Base to another base for a period of time not less than six (6) days and not more than 180 days.
- (b) A Pilot who is to be temporarily transferred shall be notified in writing as soon as possible in advance, but (unless agreed with the Pilot) no less than seven (7) days prior to their scheduled departure from their Home Base to commence such transfer.
- (c) A Pilot on Temporary Transfer will be provided with accommodation, transport and allowances consistent with a Layover. If the transfer is for more than 28 days the Pilot may elect to find alternative accommodation at VARA's expense by agreement with VARA.
- (d) For unusual conditions or conditions not covered in this Agreement, the Pilot may raise for consideration by VARA at any time the terms of their Temporary Transfer.
- (e) Upon Temporary Transfer a Pilot will be provided three (3) additional rostered days either side of the period for the purpose of travelling to and from the location of transfer.
- (f) If a Pilot on assignment away from Home Base is not required for Duty on any Rostered Duty day, such day shall not be deemed to be an RDO for the purposes of clause 67.5.
- (g) Where a Pilot is assigned a Temporary Transfer for a period in excess of 28 days during which the Pilot has not returned to their Home Base, VARA will provide travel for the Pilot's spouse and each of their dependent children to join the Pilot. Where agreed alternative accommodation has not been found within 28 days of the commencement of the Temporary Transfer, and provided the unexpired period of the transfer is at least a further 28 days away, the spouse and each of the Pilot's dependent children shall be entitled to travel and accommodation at VARA's expense.
- (h) If a Pilot on Temporary Transfer encounters special or unforeseen circumstances affecting the adequacy of either their expense arrangements or the terms of their transfer, the Pilot shall be allowed additional expenses subject to the approval by VARA, and either the Pilot or VARA may raise for attention any inadequacy of terms of the transfer.

29.5. **Permanent Transfers**

- (a) "Permanent Transfer" means the movement of a Pilot from one Home Base to another Home Base for a period in excess of 180 days.
- (b) A Pilot will be given at least 42 days written notice by VARA of an intended Permanent Transfer provided that within this period the Pilot shall be given at least 14 days written notice of the actual date of transfer. VARA will endeavour to give longer periods of notice where possible.
- (c) Where a Permanent Transfer occurs, the Pilot will be entitled to access:
 - (i) VARA-provided accommodation for a period of up to two (2) weeks (or longer by agreement with VARA) until the Pilot has obtained suitable permanent accommodation. The Pilot may negotiate alternative arrangements by agreement with VARA;
 - (ii) payment in advance for all reasonable expenses incurred by the Pilot for the removal of themselves, their spouse and their dependent children under 21 years of age and their furniture, possessions and personal effects. Where special circumstances arise, Pilots may be allowed additional expenses subject to approval by VARA;
 - (iii) within 14 days after arrival at the new Home Base, such period of time as required up to a maximum of five (5) days free of all Duty (inclusive of rostered days off) to attend to personal matters arising from being so transferred; and
 - (iv) where special circumstances arise, Pilots may be allowed additional expenses subject to the approval of VARA.
- (d) Where a Pilot bids for and is granted a position in another Home Base, this clause will not apply and the Pilot will pay for the Pilot's own relocation expenses.

30. **Secondment**

- 30.1. VARA may provide an opportunity for Pilots to be seconded to other airlines. Secondment may be to partner airlines, other Virgin airlines, Virgin Australia Group airlines, or any other airlines as circumstances may allow.
- 30.2. If VARA can provide opportunities for secondment, with agreement of the WRC, pilots from other airlines may be given an opportunity to operate VARA aircraft.
- 30.3. The positions referred to in clause 30.1 may be awarded without adherence to Seniority but will be for fixed term or task periods. Any positions filled at VARA in this way will not exceed the number of VARA Pilots that are on secondment at any given time, and have reference to the length of the secondment.
- 30.4. VARA and the WRC will agree on guidelines for the implementation of secondment opportunities, including but not limited to the proposed location, length and duration of secondment, and use of fixed term/ task pilots on secondment to VARA.

31. **Freeze Periods**

- 31.1. A Pilot upon initial engagement shall be Frozen on aircraft type for the first three (3) years of their employment. However, this does not preclude a First Officer from bidding for a command on the same aircraft type. This Freeze Period commences from the time the Pilot successfully completes the type rating test in the simulator.
- 31.2. A Pilot who successfully bids for and is awarded a change in aircraft type shall be Frozen on aircraft type for three (3) years from the time the Pilot successfully completes the type rating test in the simulator. However, this does not preclude the First Officer from bidding for a command on the same aircraft type.
- 31.3. If VARA requests a Pilot to remain on a current aircraft type and/ or status/ rank for operational reasons and the Pilot agrees, then the Pilot will be paid appropriate bypass pay (other than a

Pilot in receipt of the B737 hourly rate in clause 43.1) and any subsequent Freeze Period on the next aircraft type assignment will be reduced by an equivalent period of time. However, other than in these circumstances, a Pilot who is Frozen on aircraft type under this clause is not entitled to bypass pay.

- 31.4. In special circumstances, VARA may at its discretion release a Pilot from his or her Freeze on aircraft type.
- 31.5. For clarity, a Pilot who is Frozen on aircraft type under this clause will not be prevented from submitting a bid for a base transfer on the same aircraft type.

32. Endorsement costs and bonding

- 32.1. Where VARA pays the costs of a Pilot's endorsement training on the aircraft type applicable to the Pilot's Equipment Assignment, VARA may require the Pilot to enter into a training bond agreement (which will be legally binding). This training bond agreement may provide:
 - (a) in exchange for the benefit of VARA paying for the cost of the Pilot's training on their Equipment Assignment, the Pilot will remain employed with VARA for the period of three (3) years, so that VARA receives a reasonable return on investment for the training costs;
 - (b) if the Pilot resigns from VARA within the three (3) year period outlined in clause 1.2(a), the Pilot will repay a proportion of the following training costs that is commensurate with the proportion of the three (3) year period that has not elapsed:
 - (i) Fokker 100 – \$25,000
 - (ii) Airbus 320 – \$45,000
 - (iii) EJet - \$45,000
 - (iv) Other type – as agreed with the majority of the representatives on the WRC and, if there is no agreement - \$45,000.
- 32.2. For new employees, the bond period will have effect from the commencement of employment. For existing employees, the bond commences from the date of successful completion of the type rating test for endorsement, although nothing in this clause applies a bond to any Pilot already assigned a position at the Commencement Date of the VARA Pilots EA 2022 (whether or not training has commenced for that position).
- 32.3. If the Pilot resigns from VARA within the three (3) year period, nothing in this clause can result in the Pilot having total annual earnings less than they would have had under the Award for the equivalent period of service.

PART 6 – SENIORITY AND JOB SECURITY

33. Seniority

33.1. For the purposes of this clause, “Virgin Australia Group” means Australian based short haul (domestic and international), and regional operations (VAA and VARA) and not to any other business or company.

33.2. VARA Pilot’s List

- (a) VARA has published a list of the Seniority of all VARA Pilots (known as the VARA Pilot’s List) in accordance with the *Virgin Australia Regional Airlines Pilots’ Enterprise Agreement 2015*.
- (b) The Pilots on the current VARA Pilot’s List will not be re-ordered upon commencement of the operation of this Agreement.
- (c) Pilots who join the Virgin Australia Group will be added to the list in accordance with the order outlined in Appendix 3 – Group Date of Joining List of the VA NB Agreement.
- (d) The VARA Pilots’ List will at a minimum detail the following information:
 - (i) Name;
 - (ii) Date of joining;
 - (iii) Airline;
 - (iv) VARA Pilot’s List number (detailing their position number on the VARA Pilot’s List);
 - (v) Base;
 - (vi) Fleet;
 - (vii) Rank; and
 - (viii) End date for any type Freeze.
- (e) Seniority, as established through a Pilot’s place on the VARA Pilot’s List, will govern all Pilots in the case of promotions (including assignment of training for Pilots who are successful bidders), demotions, change in rank, Equipment Assignments, expansion or retraction, base transfers, and retention in the case of involuntary redundancies within VARA.
- (f) To avoid doubt, Pilots covered by this Agreement cannot be displaced by other pilots in the Virgin Australia Group because of relative position on the Pilots’ List (e.g. a Pilot covered by this Agreement cannot be required to give up their existing position or base for a pilot under the VA NB Agreement because of relative position on the GDOJ).
- (g) To be eligible for a command upgrade by progression, a Pilot not employed by VARA must be a First Officer or Captain (including an inactive Pilot) at a Virgin Australia Group airline and have satisfied the promotional criteria defined in the FOPPM.
- (h) The VARA Pilots’ List will be available on the intranet and updated by VARA at least every three (3) months or as required.
- (i) Any concerns or disputes about the VARA Pilots’ List are to be dealt with in accordance with clause 15 – Dispute Settlement Procedure.
- (j) If a VARA Pilot on the VARA Pilot’s List transfers to a position on any other aircraft type within the Virgin Australia Group, they will retain their priority on the VARA Pilot’s List. However, should a former VARA Pilot on the VARA Pilot’s List successfully bid and be awarded a position within VARA from a position on any

other aircraft type within the Virgin Australia Group, they will be subject to the following conditions:

- (i) they will be Frozen on aircraft type within VARA for five (5) years from the time the Pilot successfully completes the type rating test in the simulator. However, this does not preclude a First Officer from bidding for a command on the same aircraft type;
- (ii) should the Pilot fail to qualify, no right of return to the Pilot's previous position on the other aircraft type within the Virgin Australia Group will be available, and clause 39 – Failure to Qualify of this Agreement will apply; and
- (iii) if the Pilot subsequently bids to another position on any other aircraft type within the Virgin Australia Group, they will lose their position on the VARA Pilot's List and their Seniority will be determined by their place on the Virgin Australia Group Pilot's List (GDOJ); and
- (iv) an ATR Pilot who was an employee of VARA at the time of the ATR AOC Transfer to VAA in 2016 and who has remained on the ATR fleet, will not be deemed to have transferred to a position on another type under this clause 1.2(i).

33.3. Virgin Australia Group Pilot's List (GDOJ)

- (a) All VARA Pilots employed on or before 7 January 2014 were added to the GDOJ with a date of joining of 1 January 2014. They were added to the GDOJ in the existing order on the VARA Pilot's List. They shall not be re-prioritised.
- (b) VARA Pilots employed between 7 January 2014 and 11 September 2015 were added to the GDOJ with a date of joining the same as their VARA start date and in the existing order on the VARA Pilot's List. They shall not be re-prioritised.
- (c) All VARA Pilots employed after 11 September 2015 will have a position on the GDOJ determined in accordance with Appendix 3 of the VA NB Agreement.
- (d) To facilitate the career progression of VARA Pilots to other positions within the Virgin Australia Group, VARA will release Pilots for this purpose. However, VARA will not be required to release more than 10% of Pilots on each aircraft type in any rolling 12 month period to allow Pilots to take up a vacant position within the Virgin Australia Group as a result of their place on the GDOJ.
- (e) At its discretion, VARA may release more than the allocation of Pilots outlined in clause 1.2(d).
- (f) Any progression to a vacant position within the Virgin Australia Group pursuant to this clause will be subject to the successful completion by the Pilot of the applicable recruitment process for the vacant role applied for under the relevant enterprise agreement. This process may consider the Pilot's performance whilst employed by VARA.
- (g) To be eligible for a command upgrade by progression through the Virgin Australia Group Pilot's List, a Pilot must be a current First Officer on the GDOJ and have satisfied the promotional criteria defined in the Virgin Australia A1 manual or the FOPPM.

33.4. Priority for EJet positions

- (a) VARA F100 work has transferred from the F100 to the Virgin Australia B737 and the transfer of these lines of flying supports the transfer of an equivalent number of VARA F100 Pilots to Virgin Australia in accordance with this clause.
- (b) At the time of the VARA F100 fleet replacement announcement in 2022, 37 VARA F100 Captains and 30 VARA First Officers were recorded on the F100 transfer list dated 22 September 2022 ("F100 Transfer List").

- (c) Subject to this clause 33.4:
- (i) 26 VARA F100 Captains on the F100 Transfer List have a right to transfer to a B737 Captain Perth position regardless of their GDOJ position.
 - (ii) 21 VARA F100 First Officers on the F100 Transfer List have a right of transfer to a B737 First Officer Perth position regardless of their GDOJ position. For clarity, a First Officer on the F100 Transfer List does not have the right to move into an unfilled position from clause 33.4(i) above.
 - (iii) For clarity, if a F100 Pilot with transfer priority does not exercise their rights to take up this position by nominating through an Expression of Interest or other means by 1 January 2025 (or by another date agreed with the WRC and the Agreement Implementation Committee under the VA NB Agreement) they will forfeit their right to this position and these positions will be Awarded as part of the bid import process outlined in clause (b) of this Agreement.
- (d) In March 2024, VARA announced it was considering introducing a Regional Jet. Subject to an enabling clause in the same terms as that below being included in the VA NB Agreement. Pilot positions on the EJet will be allocated in the following priority:
- (i) Perth base
 - priority in rank for the remaining 11 of the 37 Captains, and nine (9) of the 30 First Officers on the F100 Transfer List not transferring to a B737 and irrespective of their Seniority; then
 - the next 26 Captain and 21 First Officer positions will be awarded in accordance with the VA NB Agreement and using the GDOJ List (these will be considered Narrow Body Commands for the purposes of Appendix 3 of the VA NB Agreement); then
 - any further positions awarded using the VARA Pilot's List.
 - (ii) Outside Perth base

Any additional positions on the EJet in any base outside of Perth will be awarded in accordance with the process outlined in clause 73 of the VA NB Agreement and using the GDOJ List (these will be considered Narrow Body Commands for the purposes of Appendix 3 of the VA NB Agreement).

34. Job security

- 34.1. Unless agreed with the Unions party to this Agreement, there will be no wet leasing in or subcontracting out of flying performed by VARA Pilots to an entity outside of the Virgin Australia Group. Virgin Australia Group refers to Virgin Australia Airlines Pty Ltd, Virgin Australia International Holdings Pty Ltd and all related bodies corporate within the meaning of the Corporations Act 2001 (Cth).
- 34.2. VARA Pilots operating the aircraft types being utilised by VARA at the time of commencement of this Agreement will be employed under the terms of this Agreement.

35. New aircraft types or replacement of existing aircraft types

- 35.1. For the purposes of this clause;
- (a) a new aircraft type is an aircraft type which has not been previously operated by VARA within the last 12 months (whether replacing existing fleet or not); and
 - (b) replacement of existing aircraft types includes the introduction of a new aircraft type and/or additional fleet units of an existing type, which is deemed to be a replacement aircraft, that would otherwise result in involuntary redundancies among the Pilots on the existing aircraft type.

- 35.2. VARA shall give as much notice as possible to affected Pilots and their Unions of the introduction of a new aircraft type or replacement fleet.
- (a) Where possible, at least three (3) months prior to the date that a new or replacement type of aircraft is planned to operate in VARA's fleet, the WRC shall be convened to consult on an implementation plan and the terms and conditions of employment which will apply to Pilots operating the new aircraft type or replacement fleet.
 - (b) Subject to the terms of this Agreement, Pilots operating any new or replacement aircraft types replacing existing fleets will be employed under the terms of this Agreement.
 - (c) In the event of the introduction of a new or replacement aircraft type or the acquisition of a customer contract involving unique operation, the following will apply:
 - (i) minimum experience requirements will be agreed with the WRC. Agreement of the WRC will not be unreasonably withheld;
 - (ii) subject to compliance with the requirements of this Agreement including those relating to clause 31 – Freeze Periods and clause 32 – Endorsement Costs and Bonding, preference will be given to internal candidates currently employed by VARA to crew the new or replacement aircraft type; and
 - (iii) if there are insufficient internal candidates qualified on type, VARA may engage Temporary or Contract Pilots to facilitate the introduction of new or replacement equipment employed on a fixed term/ task basis in accordance with this Agreement in order to facilitate the training of existing VARA Pilots on the new or replacement aircraft type.

36. Withdrawal or reduction in Establishment of aircraft type

When there is a reduction of establishment on, or phase out or withdrawal of an aircraft type, the Pilot may be redeployed by being demoted to a classification attracting a lower remuneration. Should this occur, the Pilot will be given the following minimum notice of the transfer (or paid in lieu of any notice not provided):

Service	Notice
Less than 1 years' service	3 weeks
1 year to 3 years' service	6 weeks
More than 3 years' service	8 weeks

PART 7 – FATIGUE, STANDARDS AND SAFETY

37. Fatigue Risk Management Committee

- 37.1. VARA's Fatigue Risk Management policy is detailed in the FOPPM.
- 37.2. VARA will maintain a Fatigue Risk Management Committee (FRMC) to review rostering practices and fatigue related events, as reported by the Pilots, with the view to deliver consistent improvements in roster pairings known to cause pilot fatigue.
- 37.3. The FRMC will consist of up to two (2) Pilot representatives, up to two (2) Flight Operations Leaders, and an appropriate number of representatives from the Safety Systems team.
- 37.4. The FRMC shall meet once every three (3) months or at more regular intervals as required.
- 37.5. VARA will consider FRMC recommendations, and implement suitable initiatives aimed at reducing avoidable or unnecessary Pilot fatigue.
- 37.6. The management of fatigue related risk is a shared responsibility between Pilots and VARA.
- 37.7. To reduce the potential for fatigue, Pilots should:
 - (a) effectively manage the time off between duties to ensure adequate rest and recovery and assure fitness to fly when reporting for Duty;
 - (b) partake of adequate sustenance prior to and during a Duty Period;
 - (c) manage fatigue risks during Tours of Duty; and
 - (d) report fatigue related hazards or occurrences within the Safety Management System in a timely manner.
- 37.8. VARA will manage identified risks associated with Pilot fatigue through:
 - (a) monitoring hours of work, including pairings, rostering practices and extended duties;
 - (b) provide adequate rest and recovery opportunities between duties;
 - (c) provide adequate crewing levels to support rosters that reduce the risk of fatigue;
 - (d) encourage Pilots to report fatigue and/or fatigue hazards within the Safety Management System;
 - (e) monitor fatigue trend reporting from the Safety Management System and take action as required to mitigate fatigue risks;
 - (f) provide opportunities for Pilot consultation on fatigue related issues;
 - (g) facilitate access to sustenance or meal breaks during Duty Periods in accordance with the current Regulations and this Agreement; and
 - (h) ensure CAO48 (as amended or replaced) compliant flight and Duty rostering, and crewing practices.
- 37.9. If circumstances occur where Pilots consider fatigue is an issue to the extent that safety of flight is compromised, they will advise the VARA Crewing and the relevant Manager Flying Operations or Duty Pilot. This advice should be given as soon as possible so that alternative crewing arrangements can be enacted. These may include, for example, Pilot substitution and/or provision of sustenance or suitable rest facilities as deemed appropriate.
- 37.10. Pilots who report as fatigued to VARA will be removed from operational duties and coded as either:
 - (a) NAOD if the fatigue arises from duties performed on behalf of VARA; or
 - (b) CSL if the fatigue is a result of personal circumstances.
- 37.11. Pilots who report as fatigued must submit a detailed safety report within the Safety Management System, and all fatigue-related safety reports will be provided to the FRMC. The objective of the report is to address the conditions that may have contributed to fatigue.

- 37.12. Where a Pilot removes themselves from Flying Duty due to fatigue arising from duties performed on behalf of VARA (i.e. NAOD), and they submit a safety report in accordance with clause 37.11 of this Agreement, they shall retain the Flight Time for the removed Duty, provided that every effort was made by the Pilot to utilise the rest period or time away from Duty to arrive at work fit for Duty.

38. Training and Checking

- 38.1. VARA is responsible for arranging facilities to enable Pilots to reach and maintain proficiency in its training programs as required from time to time.
- 38.2. Subject to clause 31 – Freeze Periods and clause 32 – Endorsement Costs and Bonding, where VARA requires a Pilot to complete an Instrument Rating, Type Qualification or Command Transition Training Program, VARA shall pay all costs associated with obtaining and maintaining such rating or endorsement and the Pilot will not be required to undergo such training in their own time.
- 38.3. Following completion of a proficiency check, VARA will ensure that the Pilot is informed of their check result as soon as possible following the check. The Pilot shall sign a pass/ fail form. This signature is an acknowledgement that the Pilot has read the pass/fail form and does not constitute agreement with the check outcome.
- 38.4. If a Pilot has concerns with the training regime or the Pilot's progress then these concerns must be raised with the Manager Flight Standards and Training as soon as possible and prior to the completion of the training.
- 38.5. A Standards Review of a Pilot is implemented in accordance with the conditions and processes detailed in VARA Training and Checking Manual (as amended). When a Pilot is subject to Standards Review, VARA will notify the Pilot in writing detailing the reasons why the Pilot is subject to a Standards Review.

39. Failure to qualify

- 39.1. This clause applies to any failure to achieve standard associated with a type rating or command upgrade.
- 39.2. Subject to this clause, a Pilot who fails his or her first opportunity to qualify during type rating or command training is entitled to a second attempt.
- 39.3. Roster changes (outside the limitations of this Agreement) required to facilitate the Pilot's retraining and recheck may be completed in consultation with the Pilot but without financial penalty to VARA. Should this occur, the affected Pilot will still receive the minimum RDOs per roster as required by this Agreement. For the avoidance of doubt, this clause extends to financial penalties associated with rostering changes and buffer payments (other than RDO payments).
- 39.4. The Pilot is entitled to a period of retraining prior to undertaking a second proficiency check.
- 39.5. The Pilot may elect to have the proficiency check associated with the second opportunity to qualify carried out with a different Check Captain. If the Pilot is successful in the second proficiency check, the Pilot will be awarded the Equipment Assignment. A Pilot who fails his/ her second opportunity to qualify during type qualification or command training is deemed to have failed to qualify and will lose the Equipment Assignment unless a further opportunity is provided at the discretion of the Head of Flight Operations.
- 39.6. A Pilot who has failed to qualify will revert to such lesser-rated equipment or status for which the Pilot was qualified as appropriate.
- 39.7. A Pilot who fails a second check may, at the Head of Flight Operations' discretion, re-apply once when VARA again advertises vacancies for the assignment on the equipment on which the Pilot failed.
- 39.8. Where the change to a lesser-rated Equipment Assignment attracts a lower salary, the Pilot shall be paid the lower salary from the date of failure to qualify.

- 39.9. Where no lesser rated Equipment Assignment is available the Pilot's employment may be terminated.
- 39.10. If a Pilot fails to qualify and reverts to a lesser rated equipment or status, the Pilot will have two opportunities to qualify for the lesser rated equipment or status.
- 39.11. If the Pilot subsequently fails to qualify on the lesser-rated equipment or status, then the Pilot is deemed to have failed to qualify on the lesser rated equipment or status and his/her employment may be terminated.
- 39.12. A Pilot undergoing command training who fails to qualify on the first proficiency check (simulator or check to line), may decide to discontinue the Pilot's training and re-apply for the Equipment Assignment at a later time. Should the Pilot elect to continue with remedial training and subsequently decide to discontinue the Pilot's training, this will constitute as a second failure to qualify and any further opportunities are at the discretion of the Head of Flight Operations.

40. Failure to maintain standard

- 40.1. If during a cyclic check (proficiency or instrument rating test), a Pilot is assessed as unsatisfactory, then the Pilot is deemed to have failed to maintain standard.
- 40.2. The Pilot is entitled to a period of training prior to being re-checked.
- 40.3. The Pilot may elect to have this re-check conducted by a different Check Captain.
- 40.4. If the Pilot fails the re-check, he/she is deemed to have failed to maintain standard and will revert to such lesser-rated equipment or status for which the Pilot can qualify. The lesser-rated equipment or status will be agreed between VARA and the Pilot.
- 40.5. In qualifying on the lesser-rated equipment or status the process as defined in clause 39 – Failure to qualify will apply.
- 40.6. If the Pilot fails to qualify on the lesser rated equipment or status, the Pilot's employment may be terminated.
- 40.7. If a Pilot fails to maintain standard, roster changes (outside the limitations of this Agreement) required to facilitate the Pilot's retraining and recheck may be completed in consultation with the Pilot but without financial penalty to VARA. For the avoidance of doubt, this clause extends to financial penalties associated with rostering changes and buffer payments. Any changes to a RDO as a result of these rostering changes will be by agreement with the Pilot and, where the RDO is agreed to be changed, an RDO Payment or an RDO infringement payment will not be payable.
- 40.8. Should roster changes under this clause occur, the affected Pilot will still receive the minimum RDOs per roster period as required by this Agreement.

41. Rest before simulator Duty

- 41.1. For international ports the minimum time free of Duty will be 20 hours or such additional time as determined in accordance with clause 58.5 – International Travel, or as agreed between VARA and the WRC on a port by port basis.
- 41.2. Pilots will not be rostered any paxing sectors greater than three (3) hours in the same Flight Duty Period as a simulator Duty.
- 41.3. Pilots will be rostered a minimum of 15 hours rest between simulator duties. This may be varied by agreement between VARA and the individual Pilot.
- 41.4. A Pilot will not be rostered a simulator Duty in the same Calendar Day as a flying Duty, nor will a Pilot be rostered a paxing Duty before a simulator Duty within the same Duty Period. In the event of operational disruption, where a Flight Duty Period extends beyond midnight local time, the acceptance of any simulator Duty on that same Calendar Day is at the discretion of the Pilot.
- 41.5. For the purposes of this clause, "back of the clock" means a Duty that includes at least a three (3) hour Duty Period within 2200 and 0559 hrs local time.

- 41.6. Where a Pilot has completed a simulator Duty that is conducted 'back of the clock', the Pilot will not be eligible to start another Duty until 10:00 am the following day if the simulator Duty was conducted in the Home Base of the Pilot.
- 41.7. Where the 'back of the clock' simulator Duty was conducted in a location other than the Pilots' Home Base, the Pilot will have a minimum of 12 hours rest prior to commencing another Duty. For the purposes of this clause, it is intended that where there are two or more duties in a block of training, this clause would apply to the last Duty in the series.

PART 8 – CLASSIFICATION AND REMUNERATION

42. Classifications

- 42.1. The following classifications and transitional arrangements apply for Pilots employed on the A320 or E-Jet (for the F100 there is a single classification level only):

Table 1: Classifications

Rank	When Pilot employed	Classification level	Classification description
Captain	<u>New VARA Captain</u> A Pilot employed as Captain by VARA on or after the Commencement Date OR <u>Transitioning Pilot</u> Pilot employed by another Virgin Australia Group Company other than VARA (includes inactive Pilots)		A Pilot will transition to the next classification level upon confirmation by VARA of attainment of the skills and requirements of that classification level
		Level 1	Entry Level, if any of the below are not met
		Level 2	2,500 hours command with 1,250 hours multi command including ICUS
		Level 3	Meets Level 2 requirements AND At least five (5) years' continuous service at VARA or another Virgin Australia Group Company
	<u>Existing VARA Captain</u> Pilot employed as a Captain by VARA on the A320 or F100 immediately before the Commencement Date	Level 4	Meets Level 3 AND At least three (3) years' continuous service as a Captain at VARA or another Virgin Australia Group Company and have accumulated 2,500 hours in command on aircraft over 40,000kg not including ICUS
	<u>Existing VARA promoted Pilot</u> Pilot employed as First Officer by VARA immediately before the Commencement Date, but promoted to Captain during the life of the Agreement	Level 1	As a minimum, when upgrading to command, First Officers will upgrade at the equivalent salary level for a Captain. For the avoidance of doubt, a Level 3 First Officer under this Classification Table will upgrade to Level 3 Captain and level 4 First Officer will upgrade to a level 4 Captain etc.
		Level 2	
		Level 3	
		Level 4	
First Officer	<u>New VARA First Officer</u> Pilot employed as First Officer by VARA on or after the Commencement Date OR <u>Transitioning Pilot</u> Pilot employed as First Officer by another Virgin Australia Group Company other than VARA (including inactive Pilots)	Level 1	Up to three (3) years service as a Pilot at VARA or a Virgin Australia Group Company
		Level 2	More than three (3) and up to six (6) years' service as a Pilot at VARA or a Virgin Australia Group Company
		Level 3	More than six (6) and up to nine (9) years' service as a Pilot at VARA or Virgin Australia Group Company
		Level 4	More than nine (9) years' service as a Pilot at VARA or Virgin Australia Group Company

Rank	When Pilot employed	Classification level	Classification description
	<u>Existing Pilot</u> Pilot employed as a First Officer by VARA on the A320 or F100 immediately before the Commencement Date	Level 1	Pilots engaged on Level 1 to 3 of the First Officer classification scale in the VARA Pilots EA 2022
		Level 2	Pilots engaged on Level 4 to 6 of the First Officer classification scale in the VARA Pilots EA 2022
		Level 3	Pilots engaged on Level 7 to 9 of the First Officer classification scale in the VARA Pilots EA 2022
		Level 4	Pilots engaged on Level 10 of the First Officer classification scale in the VARA Pilots EA 2022
For the purposes of this Classification Structure “service” means continuous service. For these purposes, time spent as an inactive Pilot or on leave without pay does not count for service, but does not break continuous service.			

43. Annual Base Salaries

- 43.1. Pilots will be paid the annual base salaries for the applicable aircraft type, rank, and classification outlined in Appendix 1 – Remuneration of this Agreement and clause 42.1, Table 1: Classifications of this Agreement. Increases to annual base salaries are from the first full pay period after 1 July in the Agreement years outlined in Appendix 1.
- 43.2. Pilots who are scheduled to transition to fly B737 aircraft under VARA's Fokker 100/ B737 Transition Plan will be paid no less than the hourly rate applicable to their rank under the VA NB Agreement until either the earlier of:
- (a) they transition to another aircraft type other than the F100 within the Virgin Australia Group in which case the annual base salary for that aircraft type will apply once they successfully complete the applicable type rating test on the new aircraft type;
 - (b) they upgrade to command on the F100 in which case the annual base salary applicable for Captains on the F100 will apply once they successfully complete their check to line;
 - (c) they refuse a position on B737 aircraft in rank which is offered to them.
- For clarity:
- (a) all other provisions of this Agreement apply to F100 Pilots, including the Productivity Threshold in clause 53.1 of this Agreement;
 - (b) a check and training Pilot will receive the greater of (but not both):
 - (i) the Hourly Rate for their VARA aircraft type plus the applicable check and training allowance outlined in clause 50.1; or
 - (ii) the Hourly Rate applicable for either a First Officer or Captain under the VA NB Agreement under clause 43.1.
- 43.3. Pilots who are employed by VARA and who are training or flying on B737 aircraft will be on the equivalent terms and conditions as those contained in the *Virgin Australia Narrow Body Aircraft Pilots' Agreement 2024*.
- 43.4. Subject to clause 33 – Seniority, a Pilot who transfers from one aircraft type assignment to another will transfer to the rate of pay applicable under clause 42.1, Table 1: Classifications and Appendix 1 – Remuneration of this Agreement. A First Officer who changes from one aircraft type to another will continue to be paid at their last assigned annual salary until they successfully complete the applicable type rating test on the new aircraft type. When a Pilot upgrades to Captain, either from one aircraft type assignment to another or remains on the same aircraft type, they will continue to be paid their last assigned salary until they successfully complete their check to line.
- 43.5. If the salaries payable under the Agreement fall below the minimum salaries in the Award, Pilots will be paid at least the minimum salary in the Award.

- 43.6. Annual base salaries have been calculated to remunerate Pilots for the following:
- (a) for all work, including all flying and non-flying work (for example, time spent performing ground duties, training, Reserve and positioning) up to 57.5 Flight Hours per 28 day roster period;
 - (b) for all leave,
 - (c) for working shift work, on weekends and on public holidays;
 - (d) for all penalties, loadings and allowances and for all other payments except for:
 - (i) check, training and additional responsibility allowances;
 - (ii) Productivity Rate payments;
 - (iii) payments for working on RDOs and Annual Leave Days;
 - (iv) the allowances detailed in Appendix 2 - Allowances; and
 - (v) annual leave loading.

44. Backpay

- 44.1. For Pilots covered by this Agreement at the Commencement Date:
- (a) the annual base salary (including the A320 supplement) applicable from the start of the first full pay period following the Commencement Date will be back paid to the start of the first full pay period after 1 July 2024.
 - (b) the following allowances in Appendix 2 – Allowances, Table 8 applicable from the start of the first full Roster Period following the Commencement Date will be back paid to the start of the first full Roster Period after 1 July 2024:
 - (i) Productivity Rate;
 - (ii) hard lying allowance;
 - (iii) layover allowance;
 - (iv) meal allowance;
 - (v) overtime meal allowance.
 - (c) the training and checking allowances in clause 50 – Training and Checking will be back paid to the start of the first full pay period after the Commencement Date.
 - (d) for clarity, backpay is pro-rated for:
 - (i) where a Pilot commences employment with VARA on or after 1 July 2024 but before payment, in which case the payment will be pro-rated from their first day of employment;
 - (ii) leave without pay;
 - (iii) time in rank; and
 - (iv) part-time employment, in which case the payment will be pro-rated to reflect the percentage of full-time equivalent hours of the part-time arrangement.
- 44.2. Backpay of the annual base salary or Hourly Rate under this clause is not payable for any period in which a VARA Pilot is in receipt of a rate of pay under the VA NB Agreement.

45. Sign on bonus

The following sign on bonus will be paid on the first pay day after the first full pay period after the Commencement Date. The sign on bonus is payable to any Pilot covered by this Agreement at the Commencement Date, at the Pilot's rank and employment type at the Commencement Date.

Aircraft type	Rank	Level	Sign on bonus
A320	Captain	1	\$6,102.10
		2	\$6,333.62
		3	\$6,573.95
		4	\$6,655.87
	First Officer	1	\$3,966.46
		2	\$4,116.95
		3	\$4,273.04
		4	\$4,326.30
F100	Captain	All	\$5,529.59
	First Officer	All	\$3,601.8

46. Retention Payment Scheme

- 46.1. “Eligible Pilots” will receive an annual Retention Payment each year this Agreement is in operation calculated in accordance with this clause. The Retention Payment is paid each year on the first pay day in September, commencing in September 2025.
- 46.2. The Retention Payment is calculated based on 3% of the Hourly Rate at the time of payment for all:
- (a) Flight Time;
 - (b) time spent undertaking simulator, ground instruction or induction duties, whether as a Check and Training Pilot or as a line Pilot;
- in Roster Periods 8 to 7 in the preceding year (“Payment Year”).
- 46.3. Eligible Pilots will be paid a minimum Retention Payment each year outlined in Appendix 1 – Remuneration if greater than the payment amount in clause 46.1.
- 46.4. The minimum Retention Payment in clause 46.3 and Appendix 1 – Remuneration will be pro-rated for the following reasons:
- (a) where a Pilot commences employment with VARA during the Payment Year, in which case the payment will be pro-rated from their first day of employment;
 - (b) any period of leave without pay in accordance with clause 87;
 - (c) any period of unpaid leave in excess of 40 weeks;
 - (d) time in rank; and
 - (e) part-time employment, in which case the payment will be pro-rated to reflect the percentage of full-time equivalent hours of the part-time arrangement.
- 46.5. For the purposes of this clause, an “Eligible Pilot” is one entitled to a Retention Payment under Appendix 1 - Remuneration and who is:
- (a) a Pilot who is employed under this Agreement at the time of payment of the Retention Payment in September following the Payment Year; or
 - (b) a Pilot who does not remain employed as outlined in clause 1.2(a), but during the Payment Year:
 - (i) is made redundant by Virgin Australia, without an offer of adequate alternative employment being made to them, under clause (c) – Redundancy Pay;

- (ii) retires from Virgin Australia due to loss of licence for medical reasons or on or after 65 years of age.

Where this occurs, the Retention Payment will be pro-rated up to the Pilot's last day of employment with Virgin Australia, or the last day of the Payment Year, whichever occurs first.

- 46.6. The Retention Payment is subject to taxation and superannuation.

47. A320 Supplement

Pilots engaged on the A320 aircraft will be paid the A320 Supplement outlined in Appendix 1 – Remuneration. This supplement is paid to support retention on the A320 and will be included for the purposes of calculating the A320 Hourly Rate in this Agreement.

48. Payment of salaries

- 48.1. Unless otherwise specified in this Agreement, base salaries and allowances, including additional allowances for Training Captains and Check Captains and the payments specified in Appendix 2 - Allowances, will be paid on a fortnightly basis by electronic funds transfer to the Pilot's nominated bank or other financial institution account.
- 48.2. Productivity Rate payments under clause 52 – Productivity shall be paid in the first pay period after the end of the relevant roster period. VARA will be responsible for calculating the Productivity Rate payment.
- 48.3. For each pay period, Pilots will receive or have access to a written statement, which will detail gross and net salary, deductions made, superannuation contributions and mandatory payments.
- 48.4. All moneys owing on termination of employment will be paid to the Pilot on the next pay day after termination provided all company property in possession of the Pilot has been returned to VARA.
- 48.5. In the case of a Pilot being overpaid, VARA and the Pilot will first endeavour to agree on a mutually acceptable means of repayment.
- 48.6. VARA shall keep up-to-date records in respect of each Pilot employed showing the Pilot's Agreement classification, gross and net salary, all allowances or other additions to salary, and all deductions. These records will be made available for inspection by the Pilot and a duly accredited representative nominated by the Pilot upon request. Such records will be kept for not less than seven (7) years or as required by the Act.

49. Superannuation

- 49.1. VARA shall pay employer superannuation contributions on Ordinary Time Earnings (OTE) at the Superannuation Guarantee rate as prescribed by the *Superannuation Guarantee (Administration) Act 1992* (Cth) (as amended), into a superannuation fund chosen by the Pilot. If the Pilot does not choose a superannuation fund, contributions will be made into any stapled superannuation fund.
- 49.2. In addition to the employer superannuation contributions outlined in clause 49.1, VARA will pay an additional 2% employer superannuation contribution above the Superannuation Guarantee rate required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) (as amended) for Pilots who are operating the A320 and F100.
- 49.3. For the avoidance of doubt, VARA will pay superannuation contributions at the rate prescribed in clause 49.1 plus the additional rate in clause 49.2 on all OTE, including any OTE above the Maximum Superannuation Contribution Base.
- 49.4. VARA will make available a salary sacrifice scheme for pilots to contribute to their superannuation fund if they so wish. If a Pilot chooses to make additional salary sacrifice contributions it will not reduce the superannuation contribution payable by VARA under this Agreement.

50. Training and checking allowances

50.1. From the start of the first full pay period following the Commencement Date, Check and Training Pilots will be paid the following additional payments for the duration of their appointment:

- (a) Simulator Ground Instructor and Training First Officers will be paid an amount of 10% of the annual base salary of a Captain;
- (b) Training Captains will be paid an amount of 13% of the annual base salary of a Captain; and
- (c) Check Captains will be paid an amount of 16% of the annual base salary of a Captain.

For the avoidance of doubt, the “annual base salary of a Captain” means the Pilot’s applicable classification level at the time of or during their appointment. For example, if the Pilot was a Level 3 Captain on appointment as a Check Captain, they will receive an allowance of 16% of the Level 3 Captain’s annual base salary.

50.2. Check and Training Pilots applicable Base Hourly rate and Productivity Rate will include the allowances in clause 50.1.

50.3. The selection of Pilots for Check or Training roles will be at VARA’s discretion from current Pilots on the relevant aircraft type (if any). Should no Pilot be deemed suitable with prior agreement of the WRC another Pilot may be appointed. As a last resort, external direct entry pilots may be appointed. A direct entry pilot no longer wishing to continue in their Check or Training role shall be assigned a vacancy (where available) in accordance with their Seniority at the time they discontinue their Check or Training role.

50.4. Appointments for Check or Training roles will be for a period of 12 months terminable by either the Pilot on three (3) months’ notice, or VARA on four (4) months’ notice.

51. Additional responsibility allowances

51.1. The following annual allowances shall be paid to Pilots in the classifications set out below (pro-rated where the period of service is less than 12 months). This is a non-exhaustive list.

Role	Annual Allowance
Leader Line Operations	\$25,000
Leader Flight Technical	\$25,000
Flight Safety Officer	\$15,000

51.2. For Pilots holding more than one designation in clauses 51.1 above, the higher rate of designation will be paid (i.e. only one designation will be paid at any one time).

51.3. Should operational requirements dictate establishment of additional designations, VARA will consult on the allowances with the WRC prior to implementation.

52. Allowances and additional payments

52.1. The list of applicable allowances is set out in Appendix 2 - Allowances. All allowances listed in Table 9 in Appendix 2 - Allowances will increase annually from the first full pay period after 1 July during the life of the Agreement by CPI. However, if in a specific year CPI is negative, no changes will apply to the allowance amounts for that year.

52.2. RDO Payment

Where VARA requests, and a Pilot agrees, to work on their RDO, the Pilot will be paid the RDO Payment specified in Appendix 2 – Allowances Table 9 for up to the first 4.5 hours of

Flight Time, and then the Productivity Rate for each hour or part therefore of Flight Time above 4.5 hours.

52.3. Own accommodation allowance

In lieu of VARA-provided accommodation, a Pilot may arrange their own accommodation. Should this occur, and provided the Pilot provides VARA with sufficient notice of the provision of own accommodation to allow the cancellation of VARA-provided accommodation without financial penalty (not less than 48 hours unless otherwise advised), the Pilot will be paid the Own Accommodation Allowance specified in Appendix 2 - Allowances Table 9 (together with the applicable meal allowances and the Layover allowance for the period of the Layover).

52.4. Layover allowance

On a Layover a Pilot will be provided with accommodation in accordance with clause 59 - Accommodation, meals during the period specified at no cost to the Pilot and the Layover Allowance specified in Appendix 2 – Allowances Table 8.

52.5. Meal allowances

- (a) Where a Pilot commences a Tour of Duty to or from a Layover port which involves a Duty of 30 minutes or more into on the following meal periods, the Pilot will be provided with a meal or paid the Meal Allowance at the rate specified in Appendix 2 – Allowances Table 8:
 - (i) 0600 to 0800 hours
 - (ii) 1200 to 1400 hours
 - (iii) 1800 to 2000 hours
- (b) Where a Pilot is engaged in a ferry flight, the Pilot will be provided with adequate meals and refreshments for the flight, in addition to claiming the allowances specified in this clause.

52.6. Overtime meals allowances

Where a Flight Duty Period, other than a Flight Duty Period to or from a Layover port, encompasses 30 minutes or more within the hours specified below and has a total Duty Time in excess of three (3) hours, VARA will pay the Overtime Meal Allowance as specified in Appendix 2 – Allowances Table 8:

- (a) 0600 to 0800 hours
- (b) 1200 to 1400 hours
- (c) 1800 to 2000 hours
- (d) 2400 to 0200 hours

52.7. Overseas Duty

- (a) When a Pilot conducts a Layover at an overseas port, they shall be paid an overseas operation allowance at the rate specified in Appendix 2 - Allowances Table 9 for each night that the Pilot is away from their Home Base.
- (b) VARA will be responsible for the provisions and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the Pilot. These items shall include, but not necessarily be limited to, the requisite customs and entry documentation, accommodation, adequate currency or credit cards valid in the ports to be visited and letters of introduction or similar documentation to facilitate assistance from Australian diplomatic consular representatives, etc.
- (c) Prior to a Pilot travelling overseas on company Duty, VARA will consult with the Pilot and the WRC on the terms and conditions under which the Pilot is so engaged.

52.8. Car allowance

Where a Pilot, subject to VARA's prior approval, uses their own car in the performance of the Pilot's duties, the Pilot shall be paid an allowance at the rate specified in Appendix 2 – Allowances Table 9.

52.9. Night Operations

Pilots who exceed eight (8) Night Operations as defined in any 28 day roster will be reimbursed for each night operation flown as a personal inconvenience allowance at the rate specified in Appendix 2 – Allowances Table 9.

52.10. Unscheduled overnight allowance

- (a) An allowance up to the amount detailed in Appendix 2 – Allowances Table 9 will be payable to a Pilot for reimbursement of personal expenses incurred on an unscheduled overnight stop or where a Pilot's baggage is delayed by more than five (5) hours. The Pilot must provide receipts to VARA to support this claim.
- (b) An overnight is unscheduled if VARA does not bring the requirement to overnight to the Pilot's attention at least three (3) hours before Sign On for the relevant Duty.

52.11. Area allowance

Prior to any Pilot being permanently based outside of Perth, conditions and allowances shall be mutually agreed to via the WRC.

52.12. Loss of baggage

- (a) A Pilot will be entitled to the Loss of Baggage Allowance as specified in Appendix 2 - Allowances Table 9 in the event of loss or destruction of the Pilot's personal baggage and/or navigation flight bag whilst on a Tour of Duty. The Pilot may be asked to produce evidence of such loss or destruction. Permanent loss is deemed to have occurred if such baggage has not been recovered within 21 days from the date of loss.
- (b) Any such entitlement shall not apply to circumstances in which compensation is payable under VARA's passenger insurance scheme.

53. Productivity

- 53.1. Full-time Pilots who exceed 57.5 hours of Flight Time in any 28 day roster period shall be paid an additional hourly Productivity Rate payment as is specified in Appendix 2 - Allowances for such hours or part thereof.
- 53.2. Part-time Pilots who exceed the applicable pro-rata amount of 57.5 hours of Flight Time in any 28 day roster period will be paid an additional hourly Productivity Rate payment as is specified in Appendix 2 – Allowances Table 8 for such hours or part thereof.
- 53.3. For each day of annual leave and long service leave taken by a full-time Pilot during a roster period, the Pilot will be credited with 2.06 hours towards the Productivity Threshold. This entitlement will be pro-rated in accordance with the part-time arrangement applicable to the Pilot, as set out in clause 17.1 of this Agreement.
- 53.4. A Check or Training Pilot undertaking simulator instructor or examiner duties (excluding line Crew and Pilots under Check) will be credited with 5.5 hours per Duty towards the Productivity Threshold. A Check or Training Pilot conducting or facilitating ground instruction or induction duties will receive 4.5 Flight Hour credits per Duty towards the Productivity Threshold.
- 53.5. Upon initial employment with VARA, all type qualification simulator time is not included in the 57.5 hours.

54. Expense reimbursement

- 54.1. VARA will pay for/ reimburse the expenses required by this Agreement.
- 54.2. VARA will also reimburse Pilots for all reasonable expenses incurred by Pilots in the course of their employment, in accordance with VARA policy.
- 54.3. VARA will reimburse the Pilot within 14 days after the Pilot submits a valid written claim with relevant supporting documentation.
- 54.4. Any Pilot claiming expenses payable under this Agreement must submit the written claim with any relevant supporting documentation to VARA within 21 days of returning to their Home Base from any Tour of Duty.
- 54.5. For Pilots engaged on a charter, all expenses relating to that charter are to be submitted to VARA within seven (7) days of returning to Home Base.
- 54.6. A Pilot shall not be required to pay for the costs associated with the operation of an aircraft.

55. Loss of licence

- 55.1. VARA will provide a loss of licence benefit at no cost to the Pilot. The following minimum levels of benefit will apply (capped at \$600,000 per Pilot):

Age	Benefit
Less than 30 years	5 x annual base salary
30 to 44 years	4 x annual base salary
45 to 49 years	3 x annual base salary
50 years and over	2 x annual base salary

- 55.2. VARA will reimburse up to the amount detailed in Appendix 2 - Allowances Table 9 for the provision of a loss of licence benefit in lieu of the benefit above as follows:
 - (a) if requested by the Pilot; or
 - (b) for Pilots over 65 years of age.
- 55.3. Pilots may elect to have any reimbursement received in accordance with clause 55.2 paid into a complying superannuation fund. This is in addition to the superannuation contribution payable by VARA under clause 49 – Superannuation.
- 55.4. The Parties agree to consult to ensure the loss of licence coverage reflected in this Agreement is available at commercially viable rates, or to ensure viable alternatives are explored inclusive of but not limited to a further variation that provides reimbursements to Pilots to an agreed maximum defined premium amount.

56. Accident death insurance

VARA will provide Pilots with accident death insurance that provides a death benefit of not less than \$300,000 subject to the exclusions in the relevant policy. VARA will consult with the WRC on any major changes to this policy.

57. Accident make up pay

- 57.1. In addition to any statutory entitlements to workers' compensation, a Pilot shall be paid make up pay.
- 57.2. Make up pay shall:
 - (a) be an amount of money equal to the difference between the Pilot's workers' compensation entitlements and the amount of salary plus any non-incidence based allowances that the Pilot would have received had the Pilot been at work for the period concerned;

- (b) be payable for a maximum period or aggregate periods of 52 weeks in respect of incapacity arising from any one injury;
 - (c) shall not apply during the first five (5) or aggregate of five (5) working days of incapacity resulting from an injury, nor shall it apply during any period of paid leave; and
 - (d) be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Pilot and VARA.
- 57.3. If, for the purposes of this clause, no specific earnings figure is otherwise ascertainable, the figure used shall be the average of earnings over the previous three (3) months or such lesser period of time during which the Pilot has been employed (excluding incidence based allowances).
- 57.4. Nothing in this clause shall affect VARA's right to terminate a Pilot's employment in accordance with clause 90 – Termination of Employment, provided that no Pilot shall be terminated as a result of their having received make up pay or as a means of avoiding make up pay obligations.
- 57.5. In the event that a Pilot receives a lump sum in redemption of regular statutory compensation entitlements, VARA's liability to pay make up pay shall cease from the date of such redemption. Where the Pilot recovers damages from VARA or from a third party in respect of a compensable injury independently of statutory entitlements, the Pilot shall be liable to repay to VARA the amount of make up pay which the Pilot has received in respect of the said injury and shall have no further make up pay entitlements in respect of the injury.

PART 9 – TRAVEL, ACCOMMODATION AND TRANSPORT

58. Travel

- 58.1. A Pilot (including his/ her dependents travelling at VARA's direction) travelling by air for work-related purposes will travel in firm Economy class seating on Virgin Australia Group aircraft or, where this is not available, a full-service air carrier.
- 58.2. VARA will consult with the WRC on proposed alternative full service airlines to be used for the purposes of this clause. On the Day of Operations and during a disruption recovery, VARA may use at their discretion a full service carrier without consultation.
- 58.3. Where a Pilot is travelling for work-related purposes (including with dependents) and the Pilot (and/ or their dependents) are off-loaded overnight, VARA will provide transport to and from the airport, Approved Accommodation, and meals on each such occasion for the Pilot (and/ or their dependents).
- 58.4. Where travelling for work-related purposes on Virgin Australia Group aircraft, a Pilot will be seated in an exit row or as close as possible to the front of the aircraft in an aisle or window seat. VARA will ensure that Pilot's seating allocation is completed as soon as practicable after each roster is published. Seating will be based on availability at the time of seat allocation without displacing or otherwise moving any customers who have already booked or been allocated a particular seat or seats.

58.5. International travel

- (a) For the purposes of this clause, "travel time" means a period commencing two (2) hours before flight departure time and finishing one (1) hour after flight arrival time, including all time spent on the ground during connecting flights. All domestic sectors will be counted towards travel time where they are associated with travelling to and from an international destination. However, where the first sector in any travel to an international destination is a domestic sector, travel time will commence from one (1) hour before departure.
- (b) Unless otherwise agreed with the Pilot, international travel will be booked on direct flights where possible from and to the Pilot's Home Base.
- (c) Pilots will ordinarily be booked to travel between 6.00am to 10.00pm local time at the point of departure. Flights for international travel between 10.00pm and 6.00am at the local time of departure will only be booked when no other options are available.
- (d) If the travel time exceeds 14 hours, the Pilot will be able to access a Layover in an intermediate port. When a Layover is provided:
- (i) it will be the first opportunity after the Pilot has exceeded ten (10) hours travel time;
 - (ii) the Pilot will be paid all applicable allowances for the Layover; and
 - (iii) the Pilot will be provided with Approved Accommodation while on the Layover.
- (e) The following applies where a Pilot is travelling internationally for the purposes of simulator duties and/ or flight training requirements:
- (i) where the total travel time is less than or equal to nine (9) hours, a Pilot will be rostered a minimum time free of Duty prior to their next Duty Period of 20 hours; and
 - (ii) where the total travel time exceeds nine (9) hours or involves international travel between 10.00pm and 6.00am at the local time of departure, a Pilot will be rostered a minimum time free of Duty prior to their next Duty Period of the greater of 30 hours or the minimum rest periods for time zone changes outlined in Appendix 4 – Rest Periods for Time Zones Changes for International Travel.

- (f) The provisions of this clause can be changed by agreement between VARA and the Unions, or between VARA and an individual Pilot.
- (g) In lieu of the provisions of this clause 58.5 – International Travel, VARA may at its discretion choose to book the Pilot confirmed Business Class on a full-service carrier.

59. Accommodation

- 59.1. VARA will provide Approved Accommodation at VARA's expense for Pilots on a Layover or where there is a scheduled or anticipated period on the ground of greater than four (4) hours associated with a Flight Duty in accordance with the Approved Accommodation List.
- 59.2. The standard of accommodation provided will be appropriate having regard to the need to provide Pilots with safe, comfortable, adequate and uninterrupted rest and comprise the following minimum conditions:
 - (a) quiet and free from factors which may reduce adequate rest;
 - (b) a separate room for each Pilot, with a private bathroom;
 - (c) access to adequate food during rest periods on site;
 - (d) ability to adequately control room temperature through air conditioning or heating, as required; and
 - (e) ability to adequately control room light (block out curtains).
- 59.3. Where the Approved Accommodation outlined in clause 59.2 is not available on a Layover, VARA shall provide the best accommodation available in the area. If this best available accommodation falls below the minimum standard of accommodation outlined in clause 59.2, the Pilot is entitled to be paid the Hard Lying Allowance outlined in Appendix 2 – Allowances. For this purpose, one Hard Lying Allowance will be applicable per Layover.
- 59.4. Where no single accommodation cannot or has not been provided on any Layover, the Pilot is entitled to be paid the No Single Accommodation Allowance outlined in Appendix 2 – Allowances Table 9.
- 59.5. The mandatory items in the minimum standard of accommodation outlined in clause 59.2 can be waived or varied for particular accommodation by agreement of the WRC.
- 59.6. Any changes to the Approved Accommodation List to reflect new ports or accommodation providers will be agreed with the WRC. Approval of the changes to the Approved Accommodation List will not be unreasonably withheld by the WRC. The current Approved Accommodation List for Pilots will be published and made available to the Pilot group.
- 59.7. It may occur that accommodation used during urgent unscheduled overnights associated with service disruptions or non-scheduled charters is not on the Approved Accommodation List. In these circumstances, the available accommodation will seek to meet the requirements outlined in clause 59.2 if the available accommodation falls below the minimum standard of accommodation outlined in clause 59.2, the Pilot is entitled to be paid the Hard Lying Allowance outlined in Appendix 2 – Allowances, Table 8. For this purpose, one hard lying allowance will be applicable per Layover.

60. Rest facilities

60.1. Rest facilities at Bases

VARA will provide rest facilities for Pilots at all Bases. VARA will provide the following facilities at Bases:

- (a) air-conditioning with heating or cooling as required;
- (b) comfortable seating free of excessive noise;
- (c) facilities suitable for eating and writing;

- (d) telephone;
- (e) SALPA and Union notice board and one filing cabinet; and
- (f) access to adequate food during rest periods, or food facilities on site or nearby.

These facilities will preferably be in close proximity to the airport.

60.2. Rest facilities other than at Bases

- (a) Where during a Flight Duty Period there is a period of four (4) hours or more between successive flights, the standard of accommodation specified in clause 59.2, 59.3, and 59.4 will be provided.
- (b) Where during a Flight Duty Period, the period on the ground is greater than two (2) hours but less than four (4) hours, adequate Pilot rest facilities, as appropriate to the area, which provide for the following will be provided:
 - (i) air-conditioning with cooling or heating as required;
 - (ii) comfortable seating free of excessive noise;
 - (iii) access to adequate food during rest periods, or food facilities on site or nearby; and
 - (iv) where available and accessible on a reasonable basis, a room not accessible by the public.
- (c) These facilities shall preferably be in close proximity to the airport. In the event that the particular location means that the provision of the rest facilities in clause 60.2(b) is not possible within the time period available on the ground, one Hard Lying Allowance in Appendix 2 – Allowances will be payable. In locations where conventional rest facilities are not available the provision of transportable rest facilities which include the facilities outlined above will satisfy the requirements of this clause.

61. Transport

- 61.1. Where the Pilot is away from their Home Base, VARA will provide the Pilot at VARA's expense with suitable transport between the airport and the VARA-provided accommodation after and before Duty. Any such transport will be air conditioned and comply with road safety requirements.
- 61.2. In special circumstances by agreement with VARA, the Pilot may be paid an agreed amount to cover the costs of transportation between the airport and the VARA-provided accommodation.
- 61.3. Where a Pilot in the course of their employment is required by VARA to undertake any local travel by means of using taxi cabs or public transport, the Pilot may elect to pay their fares en route and will be reimbursed by VARA for all reasonable expenses incurred by the Pilot in such travel.

PART 10 – ROSTERS AND WORK RULES

62. Hours of work

VARA operates in a 24 hours, 7 days a week industry. Subject to the requirements of this Agreement and the National Employment Standards, Pilots must be ready, willing and able to work, on appropriate and reasonable notice, within a 24/7 roster, including night and day operations on any day or combination of days, including Saturdays, Sundays and Public Holidays.

63. Rosters

- 63.1. A roster period will be a nominated 28 day period. Rosters will be prepared and be available at least fourteen (14) days before the first day of the relevant roster period.
- 63.2. VARA will provide Pilots with a list of projected roster periods and start and finish dates, bid closing dates and roster publication dates.
- 63.3. Each roster will specify the Pilot's flight duties, RDOs, Blank Days, Duty days and Duty Periods, Reserve Periods, periods free of Duty, training and checking duties, ground duties, and leave periods.
- 63.4. A Pilot's roster will be available electronically on Crewnet (or equivalent).
- 63.5. The original roster at the time of issue will be provided to a member of the WRC on request. The WRC will be given an opportunity to review rosters to suggest changes (if any) for future rosters.

64. Preferential bidding system

- 64.1. VARA will maintain an automated Preferential Bidding System, which will include at a minimum the ability for Pilots to bid for days off, shifts (morning or afternoon), overnights, RDOs, and Reserve.
- 64.2. The Preferential Bidding System will be reviewed by the WRC at least twice per year to analyse the success rate of bids and review the parameters of the system.

65. Rostering Reserves

Where VARA has short term surplus in Pilot numbers on any fleet over and above the minimum Pilot establishment numbers, VARA will consult with the WRC to determine how surplus Pilots will be rostered to either annual leave, CAORPs or Reserve duties.

66. Applicability of the CAO48.1 Duty Limits

- 66.1. The Duty Time, Reserve time and Flight Time limitations of Pilots will not exceed the provisions of CAO48.1 or such other industry standard as defined by CASA, or a new Fatigue Risk Management System approved by CASA and agreed between the parties to this Agreement.
- 66.2. Where a provision of this Agreement is more beneficial to Pilots than CAO48.1 or such other industry standard as defined by CASA, this Agreement will apply.

67. Provisions applicable prior to issuing the Roster

- 67.1. Maximum Duty Times are per CAO48.1 Appendix 5 or a new Fatigue Risk Management System approved by CASA and agreed between the parties to this Agreement.
- 67.2. A maximum Reserve Period of 12 hours may be rostered. VARA will specify Reserve Period commencement and finishing times.

- 67.3. A maximum of two (2) consecutive days may be rostered with a Sign On time of 0500 or earlier local time. Once in any rolling 28 day period three (3) consecutive days may be rostered with a Sign On time of 0500 or earlier local time.
- 67.4. In any 28-day roster a Pilot will be free of Duty for a minimum of nine (9) RDOs, consisting of four (4) blocks of a minimum of two (2) RDOs and a single RDO. Subject to clause 67.10, if required, RDO pairs can be split further in circumstances where:
- (a) a Pilot bids for a block of a minimum of three (3) consecutive RDOs;
 - (b) a Pilot requests a single Gold Day; or
 - (c) where an additional RDO is assigned for each split pair.
- 67.5. A single RDO means a day that a Pilot shall be free of Duty at the Pilot's Home Base (or base to which the Pilot has been temporarily transferred) for a period of not less than 40 consecutive hours commencing the day preceding and ending the day after such Calendar Day.
- 67.6. Where there is a requirement for more than one RDO, a Pilot shall be free of Duty at Home Base (or base to which the Pilot has been temporarily transferred) for a period of not less than 60 consecutive hours commencing the day preceding and ending the day after the required number of consecutive Calendar Days.
- 67.7. Where more than two RDOs are rostered consecutively the time free of Duty will be a minimum of 60 hours for the first two (2) RDOs with an additional 24 hours free of Duty for each following RDO.
- 67.8. The provision of RDOs requested by a Pilot with an annual leave application in accordance with clause 79.2 (regardless of distribution) will total at least 60 hours and always provide the following:
- (a) Sign Off no later than 1400 on the last day prior to annual leave or requested RDOs associated with annual leave; and
 - (b) Sign On not before 0800 after annual leave or requested RDOs associated with annual leave.
- 67.9. A Pilot will not be rostered for more than five (5) consecutive days without an RDO or Blank Day, except that, once in any rolling 15 day period, VARA may roster the Pilot for up to six (6) consecutive days, provided a paired RDO is rostered immediately after the six (6) consecutive days.
- 67.10. In any 28 day roster period a Pilot shall have at least one weekend (i.e. a Saturday and a Sunday) free of all Duty. This shall include the period of 1600 local time Friday to 0600 local time on the following Monday.
- 67.11. Pilots may be rostered a Blank Day(s) as part of their Roster. A Pilot may agree, but is not required, to work on a Blank Day. Where a Pilot works in a Blank Day, the Pilot will be credited the Flight Time, which will contribute towards the Productivity Threshold, but the Pilot will not be entitled to an RDO payment. A Blank Day is exclusive of the RDO buffers outlined in clause 67.5 to 67.6. No Reserve Period shall be rostered immediately before or immediately after a Duty Period.
- 67.12. For the purposes of rostering, a Flight Duty Period shall commence at least one (1) hour prior to the scheduled departure time to at least 15 minutes after the scheduled arrival time.
- 67.13. Flights for the purpose of Training and Checking may be carried out at either the commencement or during a rostered Tour of Duty, but such flight will not be carried out following a rostered Tour of Duty.
- 67.14. A Pilot will be rostered two (2) hours Duty each quarter to complete online training required by VARA.
- 67.15. No flights for the purpose of Checking shall be rostered within 14 days of a Pilot returning from leave, unless licence or rating validity is affected.
- 67.16. Split Duty as detailed in CAO48.1 shall only apply at outports and not at Home Base.

- 67.17. When a Pilot is on annual leave for part of the roster, the Pilot's Flight Hours for the remainder of that roster shall be proportional to the average published full roster.
- 67.18. Where a Pilot is undergoing endorsement training away from Home Base, the required days off in each roster period may be rostered at the location where the training is being conducted.
- 67.19. The minimum rostered time free of Duty prior to a Flight Duty Period at Home Base shall not be less than twelve (12) hours or the relevant CAO limitation where it is greater than twelve (12) hours.
- 67.20. Subject to clause 71.7, the minimum rostered time free of Duty prior to a Reserve Period shall be no less than ten (10) hours.
- 67.21. The minimum rostered time free of Duty between Duty Periods away from Home Base shall not be less than ten (10) hours or the relevant CAO limitation where it is greater than ten (10) hours.
- 67.22. Unless otherwise agreed to by an individual Pilot, the company shall not roster more than four (4) overnights in any fourteen (14) day period. This paragraph 67.22 does not apply to Check Captains and Pilots undertaking training.

68. Rules applicable after the Roster has been published: general rules

- 68.1. Other than by consent of the Pilot, changes may be made by VARA to the roster after it has been issued only in accordance with this clause or as specified in clauses 69 – Changes Other Than On The Local Day Of Operations, 70 – Changes on the Local Day of Operations and 71 – Allocated Duty from Reserve.
- 68.2. A Pilot may be placed on Displaced Reserve as a consequence of operational requirements. For this purpose, "operational requirements" means disruptions to service, schedule changes, flight cancellation, or the Pilot having insufficient hours to complete a flight.
- 68.3. A Pilot shall not be required to work on a RDO. In the event of unforeseen circumstances, VARA may request a Pilot to work on a RDO and, if a Pilot agrees to work, he/she will be paid the appropriate RDO Payment specified in Appendix 2 – Allowances Table 8.
- 68.4. In reference to the originally published roster, whenever a Duty Period, once commenced, extends so as to infringe a rostered RDO inside the minimum periods defined by clause 67.5, the Pilot shall be paid the following:
 - (a) for an infringement of two (2) hours or less – 2.5 hours at the applicable Productivity Rate; or
 - (b) for an infringement of more than two (2) hours – the applicable RDO Payment specified in Appendix 2 – Allowances Table 8. In this scenario, Pilots will be eligible to receive either the Outside Buffer Rate payment, or the RDO Payment, whichever is the greater but not both.
- 68.5. In addition, whenever the Duty extends beyond midnight into the Calendar Day of the RDO, based on the Local Day of Operation (as defined), the Pilot will be paid the RDO Payment specified in Appendix 2 – Allowances Table 8. In these circumstances, a separate payment under clause 68.3 will not be payable.
- 68.6. If VARA requests that a Pilot change a Duty, and the Duty to be assigned would infringe their RDO, the Pilot may:
 - (a) reject the Duty; or
 - (b) accept the Duty in which case the applicable RDO Payment specified in Appendix 2 – Allowances Table 8 will apply, with the Duty or Reserve following the RDO(s) remaining as originally rostered. In this scenario Pilots will not be eligible to receive the Outside Buffer Rate payment; or
 - (c) accept the Duty without the payments as listed in sub-paragraph 68.6(b) above, and allow the start time only of the Duty or Reserve following the RDO(s) to be delayed so as to maintain the minimum 40/ 60 hour rest period.

- 68.7. If a Pilot is asked to do a Duty whilst on multiple RDOs, and the Duty if accepted would impinge more than one RDO period, the Pilot may:
- (a) accept VARA's offer to work on the RDO with the understanding that an additional RDO payment will only be given if the Duty extends into the next Calendar Day; or
 - (b) reject the Duty.
- 68.8. If in a roster period a Pilot infringes their rostered weekend off (1600 Friday to 0600 Monday), VARA will give the Pilot the following options:
- (a) roster two (2) dedicated weekends off in the next roster to be published; or
 - (b) receive an RDO Payment, however this will not result in an additional RDO Payment if the Duty change also infringes the 60 hours for the two (2) RDOs.

69. Changes other than on the Local Day of Operations

- 69.1. All changes to the roster shall be wholly contained within a buffer period defined by two (2) hours either side of the original Rostered Duty, unless otherwise agreed with the Pilot. This clause does not apply to Rostered Reserve Periods.
- 69.2. Where a Pilot was Rostered Reserve, allocated a Duty and the Duty subsequently changes, then all changes shall be within a buffer period defined by two (2) hours either side of the first allocated Duty and not the Rostered Reserve Period. Pilot approval will be required for the subsequently assigned Duty to fall outside the two-hour buffer and, where this occurs, all Duty outside the two hour buffer will be paid at the applicable Outside Buffer Rate. In this scenario, Pilots will be eligible to receive either the Outside Buffer Rate payment, or the RDO Payment, whichever is the greater but not both.

70. Changes on the Local Day of Operations

- 70.1. Changes shall be implemented according to CAO48.1. As per clause 69 – Changes other than on the Local Day of Operations above, all Duty beyond the two (2) hour buffer shall be paid at the applicable Outside Buffer Rate. In this scenario, Pilots will be eligible to receive either the Outside Buffer Rate payment, or the RDO Payment, whichever is the greater but not both.
- 70.2. Should the Flight Duty extension exceed the roster limits per CAO48.1, and the Pilot is transiting through Home Base, VARA will implement a crew change if requested by the Pilot(s).
- 70.3. Where a Duty is extended (e.g. as a result of an operational delay) following Sign On of the Duty, the minimum time free of Duty at Home Base following the Duty can be reduced to ten (10) hours, or the relevant CAO limitation if it is greater than ten (10) hours.
- 70.4. In circumstances where an Outside Buffer Rate payment, and an RDO Payment may apply, a Pilot will be eligible to receive one payment at the greater rate but not both.

71. Allocated Duty from Reserve

- 71.1. A Duty may be allocated to a Pilot's roster when he/she is on a Reserve Period in accordance with the provisions of this clause.
- 71.2. A Pilot on Reserve must be contactable during a Reserve Period and will report for the allocated Duty no later than two (2) hours after being contacted.
- 71.3. Other than on the local Day of Operations, a Pilot may be allocated a Duty from a Rostered Reserve Period with a Sign On time at or after the beginning of the Rostered Reserve Period.
- 71.4. In addition to clause 71.3, a Pilot on Displaced Reserve will not be required to sign-off outside of the start and finish times of the Displaced Reserve Period.
- 71.5. VARA must ensure allocated duties from Reserve are acknowledged by the Pilot. Acknowledgement can be either verbally over the phone, by clicking 'accept' to Duty changes

in Geneva, or in person with a crewing officer. Passive contact does not constitute Pilot acknowledgement.

71.6. If a Pilot is to be allocated a Duty from a Reserve and the requested Duty to be allocated would infringe their RDO, VARA will give the Pilot the following three (3) options. The Pilot may:

- (a) reject the Duty; or
- (b) accept the Duty in which case the RDO Payment will apply, and the Duty or Reserve following the RDO(s) will remain as originally rostered. In this scenario, Pilots will not be eligible to receive the Outside Buffer Rate; or
- (c) accept the Duty without the payments as listed in sub-paragraph 71.6(b) above, and allow the start time only of the Duty or Reserve following the RDO(s) to be delayed so as to maintain the minimum RDO period.

71.7. A Pilot must have a minimum time free of Duty of twelve (12) hours (or the relevant CAO limitation where it is greater than twelve (12) hours) prior to any Duty allocated from a Reserve Period.

71.8. A Pilot may be requested to commence a Duty prior to the start of a rostered reserve period. Should the Pilot accept this Duty, they will be eligible for an Outside Buffer Rate payment corresponding to the duration of duty performed before the rostered reserve period begins. Should this Duty infringe an RDO, the Pilot will be eligible to receive either the Outside Buffer Rate payment, or the RDO Payment, whichever is the greater but not both.

72. Airport Duty

At its discretion, VARA may roster Airport Duty in any roster period. Airport Duty will be rostered and managed in accordance with *the VARA Pilots Airport Duty Guidelines* agreed between VARA and the Unions. The *VARA Pilots Airport Duty Guidelines* can only be amended by agreement between VARA and the Unions.

73. Gold Days

73.1. VARA recognises the importance of special events or occasions that a Pilot needs to attend. In recognition of special events, a full-time Pilot has access to five (5) Gold Days each calendar year. Gold Days are an RDO which will be rostered in accordance with the process agreed between VARA and the WRC.

73.2. Gold Days can be allocated either as single days or in blocks of two, on particular days, each Calendar Year (pro-rated for part of a calendar year). A Pilot can only request a maximum of two (2) Gold Days in a Roster Period.

73.3. Gold Days are a subset of, and enjoy the same protections as, RDOs except that a Gold Day can be Rostered as a stand-alone single RDO and accordingly clause 67.4(c) does not apply to the Gold Day. They are not an additional RDO entitlement.

73.4. Once allocated, a Gold Day can only be changed or cancelled with VARA's approval. Any Gold Day not utilised in a calendar year cannot be carried over into another calendar year.

73.5. Other rules applicable to Gold Days (e.g. black-out periods, access during peak holiday periods, and daily caps) will be advised by VARA in a policy, which will be developed and updated in consultation with the WRC.

73.6. Gold Days are pro-rated for part-time Pilots.

74. Displaced flying

74.1. If a Management Pilot under clauses 9.4, or a Pilot in a Management Role, displaces a Pilot from a Rostered Duty Period(s), the displaced Flight/ Simulator Hours shall be credited towards the Productivity Threshold for the rostered Pilot unless a consequential Duty Period(s) is allocated with the same or greater amount of Flight Hours.

- 74.2. If a Pilot is displaced by a Pilot under training from a Rostered Duty Period(s), the displaced Flight/ Simulator Hours shall be credited towards the Productivity Threshold for the rostered Pilot unless a consequential Duty Period(s) is allocated with the same or greater amount of Flight Hours.
- 74.3. If a Pilot under training is allocated a Duty outside of the limitations imposed by this Agreement in consultation with the Pilot, there will be no financial penalty to VARA (other than related to RDOs in which case clause 52.2 and 68.4 only will apply). For the avoidance of doubt, this clause extends to financial penalties associated with rostering changes and buffer payments.

75. Contacting Pilots

- 75.1. Pilots shall advise VARA of at least one contact telephone number (preferably a mobile telephone number) at which they will be available when required, together with a residential address.
- 75.2. Within reason, Pilots should be contactable by telephone. Other than by way of passive contact, Pilots will not be contacted within a mandatory rest period following a Duty. VARA will have regard to the Pilot's need for undisturbed rest when contacting Pilots preceding a Duty.
- 75.3. For the purposes of this clause, passive contact means any form of contact other than a telephone call, and may include email, SMS, electronic messaging, mobile app or a non-verbal hotel message (such as note under the door).
- 75.4. Unnecessary contact on a RDO, CAORP or an approved Annual Leave Day is to be avoided. VARA will not ordinarily contact a Pilot during a RDO, CAORP or annual leave except by passive contact unless that Pilot has elected to nominate to be contactable on those days.
- 75.5. Pilots who are on Reserve are required to be promptly contactable during the Reserve Period.

PART 11 – INVESTIGATIONS

76. Accident and incident investigation

- 76.1. In the event of any incident or accident, VARA may suspend a Pilot with full pay at the appropriate classification rate pending investigation of the incident or accident in accordance with clause 77 – Not Available for Operational Duties. Any such investigation shall be conducted as expeditiously as possible and the suspension period should not exceed 42 days where possible.
- 76.2. The conduct of an investigation is a fact-finding exercise. Depending on the circumstances, this may or may not be followed by the making of allegations against a Pilot and a disciplinary process.
- 76.3. Where a Pilot is subsequently cleared of all allegations, they will receive pay in accordance with their original roster and any RDOs lost (i.e. because they were required to attend a meeting in a disciplinary process on a RDO) will be re-credited in the current or next roster period.
- 76.4. At all stages in the process, the investigator and any relevant decision maker must adhere to the following principles:
- 76.5. The Pilot will be kept informed of the progress of the investigation process.
- 76.6. At any stage in the process, a Pilot can require that they be given two (2) business days' notice of any meeting, including the reason for the meeting, to give them an opportunity to arrange representation, take advice and otherwise prepare.
- 76.7. The Pilot is entitled to know the substance of any allegations of complaint made against them. For this purpose, the Pilot will be provided with at least a summary of the allegations at or before any meeting with VARA to discuss those allegations.
- 76.8. The Pilot must be provided with an adequate opportunity to respond to any allegations put to them and VARA must consider the Pilot's response. This will include allowing the Pilot to respond to allegations in writing after a meeting in which those allegations have been provided to the Pilot.
- 76.9. Disciplinary investigations should be conducted as confidentially and promptly as is practicable and having regard to the general principles of procedural fairness.
- 76.10. Throughout any such investigation process, any person or organisation of the Pilot's choice may represent the Pilot. Where appropriate, that person or organisation may be involved in the investigation process and submit a report on the investigation that will be considered by VARA in its deliberations.

77. Not available for operational duties

- 77.1. Following an incident or accident, VARA may elect to remove a Pilot from operational flying duties by applying a "Not Available for Operational Duties" (NAOD) condition. If a Pilot is designated NAOD, he/ she is removed from all flying duties and is unable to operate as a Pilot on any VARA aircraft.
- 77.2. During the NAOD condition, the Pilot will remain on full pay at the appropriate classification rate.
- 77.3. The decision to implement a NAOD period may be made for a variety of reasons including, but not limited to:
 - (a) facilitation of Crew operational debrief;
 - (b) crew welfare;
 - (c) workplace investigation;
 - (d) disciplinary issues;
 - (e) Drug and Alcohol Management Plan self-referral;

- (f) after an incident/ accident and prior to an investigation;
 - (g) incident/ accident investigation; and
 - (h) medical assessment.
- 77.4. Where a Pilot is involved in an accident, a NAOD period is mandatory pending investigation of the accident. Where a Pilot is involved in an incident the implementation of a NAOD period is at the discretion of VARA, depending on the circumstances. Where possible and depending on the circumstances, the decision making process to implement a NAOD period may involve the participation of the Flight Crew implicated in the incident or accident.
- 77.5. The following procedures will be followed to initiate a NAOD condition:
- (a) Upon notification of an accident or incident the relevant Leader within Flight Operations will make contact with the affected Pilot and obtain details of the event;
 - (b) If a NAOD condition is instigated, the relevant leader within Flight Operations will verbally advise the Pilot of the application of the NAOD. As far as practical, this will be followed up in writing within 24 hours of the initial verbal advice;
 - (c) Advise Crewing in writing of the NAOD condition, stating the Pilot names who are subject to the NAOD and the NAOD period to be applied within Geneva; and
 - (d) The relevant Leader will advise the Head of Flight Operations and Manager Flying Operations of the NAOD details.
- 78. Stand down**
- 78.1. If a catastrophic event (other than an industrial matter) occurs that is beyond VARA's control, VARA may be prohibited from operating to its normal route structure and may need to stand Pilots down. In light of this, and following consultation in accordance with clause 10 – Consultation, VARA has the right to stand Pilots down with or without pay for any cause for which it cannot reasonably be held responsible.
- 78.2. The right to stand Pilots down is subject to VARA ensuring that all reasonable options for other work and utilising paid annual and long service leave have been explored before the stand down is implemented. For this purpose, VARA may direct Pilots to take their accrued annual and long service leave.

PART 12 – LEAVE

79. Annual leave

- 79.1. A full-time Pilot is entitled to 42 days Calendar Days of paid annual leave (inclusive of Saturdays, Sundays and public holidays) for each completed year of service. Part-time Pilots receive a pro-rata entitlement to full-time Pilots.
- 79.2. Pilots are able to take two RDOs (from their existing entitlement of RDOs) immediately before and immediately after, or on either side of, an annual leave period. Pilots will specify to VARA which day/s they will be taking as RDOs at the time the leave application is submitted.
- 79.3. Annual leave accumulates from year to year and all accrued leave entitlements will be paid out on termination of employment.
- 79.4. Annual leave should be taken within 12 months of it falling due. The process for allocating annual leave will be agreed by VARA and the WRC and will be detailed in the FOPPM. Pilots will have the opportunity to bid for annual leave in accordance with a process developed and agreed between VARA and the WRC.
- 79.5. After the bidding process outlined in clause 79.4 has been completed, any available ad-hoc annual leave will be allocated on a “first come first in” basis, with annual leave being made available commencing any day of the week for any duration. VARA will allocate any pending ad-hoc leave requests on the first day of a new roster period and publish the updated Annual Leave Spreadsheet in Geneva promptly.
- 79.6. VARA may direct pilots who have accrued in excess of 42 days leave to take any leave in excess of 42 days, provided the Pilots are given at least four (4) weeks' notice. Prior to VARA directing a Pilot to take annual leave it must consult with the Pilot and take into account the Pilot's personal circumstances, including any planned leave which the Pilot is intending to take within the next six (6) months.
- 79.7. A Pilot may only cancel his or her elected or assigned leave if another Pilot is able to take that assigned leave block and the Pilot has not accrued more than 42 days annual leave. This does not prevent a Pilot from taking his leave, provided there is another available spot of equivalent length available.
- 79.8. Pilots will be paid annual leave loading in respect of their six (6) weeks annual leave falling due each year equivalent to 11.66% of their applicable salary inclusive of allowances and additions to salary. The annual leave loading prescribed in this clause shall be added to the base rate of pay for all purposes other than calculation of the Productivity Rate.
- 79.9. Where a Pilot becomes ill or injured during annual leave, the duration of such illness shall be counted as sick leave to the extent that the Pilot has credited sick leave. The Pilot shall advise VARA as soon as practicable after the commencement of the illness or injury and will be required to produce proof of illness to VARA within seven (7) days of returning to Duty. Every consideration shall be given to granting the equivalent substitute annual leave in the manner requested by the Pilot.
- 79.10. VARA shall not be entitled to recall a Pilot from annual leave except by mutual agreement with the Pilot, and the Pilot shall be reccredited an Annual Leave Day for the day worked and an RDO payment as specified in Appendix 2 - Allowances Table 8 for the additional day.
- 79.11. Pilots based in remote locations shall be given every possible rostering assistance to facilitate travel to a capital city for the purpose of taking annual leave.
- 79.12. Approved leave is cancelled on change of rank, Home Base or Equipment Assignment unless leave for the same period is available on the new assignment. Any leave which falls between the commencement of ground school and successful check to line will require specific re-approval by VARA.
- 79.13. VARA and the Pilot may agree to cash out their annual leave subject to the following:
 - (a) The Pilot's accrued annual leave must not be less than 28 days;
 - (b) VARA and the Pilot agree to the cashing out in writing; and

- (c) The Pilot is paid at least the full amount that would have been payable to the Pilot has the Pilot taken the leave that they are wishing to cash out.

80. Personal leave

- 80.1. Full-time Pilots are entitled to personal leave, accruing as follows:

Length of service	Additional days provided	Total personal leave entitlement
Upon appointment	5 days	5 days
After 6 months	5 days	10 days
After 1 year	10 days	20 days
Each year thereafter	15 days	

- 80.2. Personal leave can be used for any of the following:

- (a) because the Pilot is not fit for work because of a personal illness or injury affecting the Pilot, or because the Pilot does not have a medical clearance to undertake flying duties (sick leave);
- (b) to provide care or support for an Immediate Family or household member who requires care or support because of a personal illness or injury affecting the member, or an unexpected emergency affecting the member (carer's leave); or
- (c) for bereavement on the death of an Immediate Family or household member (bereavement leave), for a maximum of three days for any one occurrence.

- 80.3. A Pilot is entitled to a maximum of four (4) days personal leave for illness or injury per year based on their anniversary date without providing a medical certificate; however, whenever the leave is longer than two (2) consecutive days the Pilot is required to provide a medical certificate.

- 80.4. Where a Pilot has taken more than four (4) days personal leave per year based on their anniversary date and takes additional personal leave, the Pilot must provide VARA with evidence that would satisfy a reasonable person that the leave is taken for the reason specified in clause 80.2. When a medical certificate is required it must be provided to VARA within 72 hours of returning to work.

- 80.5. A Pilot unfit for Duty in excess of seven (7) days is required to produce a medical certificate from a DAME. This certificate must be presented to VARA prior to resuming Duty.

- 80.6. VARA expects Pilots to notify it as soon as is practicable that the Pilot needs to take personal leave, to enable alternative arrangements to be made to cover the Pilot's roster.

- 80.7. A Pilot who has exhausted their accumulated personal leave credits as prescribed in this clause but who would otherwise qualify for further paid sick leave may, at VARA's discretion, be granted additional leave on half pay for not more than ninety (90) working days in any year of service.

- 80.8. For the purposes of this section, personal leave deductions shall be made for each working day during which a Pilot is unable to report for Duty as a result of sickness commencing from the first such working day.

- 80.9. There is no entitlement to paid leave of absence for any period the employee is receiving worker's compensation payments.

- 80.10. Accrued personal leave is not paid out on termination of employment.

81. URTI leave

- 81.1. In addition to the personal leave entitlements specified in clause 80 – Personal Leave, a Pilot is entitled to up to six (6) days paid leave per annum for a disability associated with an upper respiratory tract infection. This leave does not accumulate from year to year, and is not paid out on termination.
- 81.2. A Pilot is entitled to a maximum of four (4) days URTI leave for illness or injury per year based on their anniversary date without providing a medical certificate. However, whenever the leave is longer than two (2) consecutive days the Pilot is required to provide a medical certificate.
- 81.3. Where a Pilot has taken more than four (4) days URTI leave per year based on anniversary date and takes additional URTI leave, the Pilot must provide VARA with evidence that would satisfy a reasonable person that the leave is taken for the reason specified in this clause. When a medical certificate is required it must be provided to VARA within 72 hours of returning to work.

82. Jury leave

- 82.1. A Pilot required to attend for jury service during their normal Duty Time shall be reimbursed an amount equal to the difference between the amount paid in respect of their attendance on such jury service and the amount of the salary the Pilot would have received had the Pilot performed their normal duties.
- 82.2. A Pilot shall notify VARA as soon as possible of the date upon which the Pilot is required to attend for jury service.

83. Parental leave

- 83.1. Pilots are entitled to parental leave as prescribed by current legislation.
- 83.2. Pilots with at least 12 months' continuous service with VARA are entitled to 12 months' unpaid parental leave if:
 - (a) the leave is associated with the birth of a child of the Pilot or the Pilot's spouse or de facto partner; or the placement of a child with the Pilot for adoption; and
 - (b) the Pilot has or will have a responsibility for the care of the child.
- 83.3. Pilots are eligible for the following Company funded paid parental leave as follows:
 - (a) Twelve (12) weeks paid parental leave in relation to the birth or adoption of the Pilot's child or the child of the Pilot's partner where the Pilot is to be the Primary Caregiver of the child.
 - (b) Four (4) weeks paid parental leave in relation to the birth or adoption of the Pilot's child or the child of the Pilot's partner for Pilots who will not be the Primary Caregiver of the child.
- 83.4. For the purposes of receiving Company funded paid parental leave:
 - (a) this leave must be taken within the first 12 months after the child/children's birth; and
 - (b) only one parent can be the Primary Caregiver of the child at any time; and
 - (c) paid parental leave is offset against the entitlement to unpaid parental leave in accordance with the Act.
- 83.5. A Pilot who has taken a period of twelve (12) months unpaid parental leave may request up to an additional twelve (12) months unpaid parental leave, provided the total unpaid parental leave does not exceed twenty four (24) months and is for a continuous period.
- 83.6. All other entitlements and obligations in relation to parental leave are in accordance with the Act and VARA policy, and this entitlement must be read in conjunction with those requirements.

83.7. Pregnancy safe duties

- (a) Female Pilots may request a transfer to a safe role due to pregnancy prior to the commencement of parental leave in accordance with the Act.
- (b) For this purpose, and where such a role is available, VARA may transfer the Pilot to a safe ground based role that does not involve flying in their Home Base only. Where this occurs, the Pilot's working hours will be a maximum of the average work hours for their status and fleet determined by comparable Rostered Duty hours for other Pilots in the same base, designation (e.g. full-time or part-time), status and fleet as the affected Pilot over the preceding three (3) months.
- (c) VARA will consult with the affected Pilot about the days of the week on which this work is to be performed.
- (d) If there is no safe job available, the Pilot is entitled to take paid no safe job leave for the risk period where the Pilot has complied with the notice and evidence requirements outlined in the Act.

84. Long service leave

- 84.1. Pilots will be entitled to 13 weeks long service leave on full salary after 10 years of service with VARA.
- 84.2. Upon request of the Pilot, Virgin Australia may approve long service leave on half pay for a period not exceeding twice the normal entitlement.
- 84.3. Long Service Leave shall be taken at a time mutually agreed between the Pilot and VARA.
- 84.4. VARA may direct a Pilot to take long service leave where they have accrued in excess of one full entitlement.

85. Domestic and family violence leave

- 85.1. Pilots may access up to ten (10) days of paid domestic and family violence leave in a 12-month period. The leave is available in full at the start of each 12-month period of the Pilot's employment. The leave does not accumulate from year to year. For the avoidance of doubt, the leave is also available to part-time Pilots.
- 85.2. The leave will be paid at the full rate of pay as if the Pilot had not taken the leave.
- 85.3. Domestic and family violence is defined as any violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person that seeks to coerce or control the person and causes the person harm or to be fearful.
- 85.4. For the purposes of this clause, a 'close person' of a Pilot includes a member of the Pilot's Immediate Family, or a person related to the Pilot according to Aboriginal and Torres Strait Islander kinship rules.
- 85.5. A Pilot may take the leave if they are experiencing domestic and family violence, and they need to do something to deal with the impact of the domestic and family violence, and it is impracticable for them to do that thing outside of their working hours. Examples include attending medical appointments, court hearings or appointments with financial professionals, arranging for the safety of the Pilot or a close relative (including relocation), accessing police services and attending counselling.
- 85.6. The leave may be taken as a single continuous ten (10) day period, or separate periods of one or more days each, or any separate periods to which the Pilot and VARA agree, including periods of less than one day. The Pilot and VARA may also agree that the Pilot can access other paid or unpaid leave in addition to the leave in this clause to deal with the impact of domestic and family violence. The Pilot must notify VARA of the leave and the period or expected period of the leave as soon as possible. The notification can be given to the Pilot's immediate Manager, a more senior Manager, or a People Team representative.
- 85.7. VARA will make every effort where practicable to accommodate:

- (a) Any temporary changes to a Pilot's span of hours, pattern of hours, or rosters;
 - (b) Change to telephone number or email address to avoid harassing contact; and
 - (c) Any other appropriate measure including those available under existing provisions for family friendly or flexible work arrangements.
- 85.8. If required by VARA, the Pilot must provide VARA with evidence that the leave is required for the purposes of clause 85.5. Examples of suitable evidence include a document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Nurse, family violence support service, or a Lawyer.
- 85.9. VARA must take steps to ensure that any notice given under clause 85.6 or evidence given under clause 85.8 is treated confidentially, so far as is reasonably practicable. VARA must not, other than with the consent of the Pilot, use such information for any purpose other than to satisfy itself in relation to the entitlement for leave under this clause, unless required by law or to protect the life, health and safety of a person. No information will be kept on a Pilot's personnel file without their express written permission.

86. Other leave

- 86.1. The provision of other paid or unpaid leave will be in accordance with the Act.
- 86.2. Should a Pilot need to take leave for any other reason, the Pilot should discuss the requirement with the People Team or their Manager – Line Operations in the first instance. VARA will attempt to accommodate reasonable additional leave requests, depending upon business needs.

87. Leave without pay

- 87.1. A Pilot may, upon written request to VARA, be granted leave of absence without pay upon approval by VARA.
- 87.2. Prior to such leave being taken, all accrued paid leave entitlements must be exhausted.
- 87.3. A Pilot shall retain their Seniority upon return to VARA after a period of approved leave without pay.
- 87.4. Such leave shall not count as service, however will not break continuity of service.
- 87.5. A Pilot shall not engage in alternative employment while on approved leave without pay without VARA's written permission. In the event of a national emergency, a Pilot volunteering or ordered to military service, however extended, shall retain their Seniority upon return to VARA.
- 87.6. The Pilot must return to work from leave without pay on the agreed date. Should the Pilot fail to resume on that date except due to circumstances beyond their control, the Pilot shall forfeit any re-employment rights.

88. Continuity of service and leave accruals

If a Pilot transfers their employment from another company within the Virgin Australia Group, VARA will recognise their service with that other Virgin Australia Group company for leave accrual purposes at VARA.

PART 13 – TERMINATION OF EMPLOYMENT

89. Probationary period

- 89.1. Upon commencement of employment with VARA, a Pilot will be on probation for a maximum period of six (6) months.
- 89.2. The employment of a probationary Pilot may be terminated by the giving of two (2) weeks' written notice by either VARA or the Pilot, or the payment in lieu of notice (or a combination of both).
- 89.3. This clause only applies to the initial employment of Pilots who are not transferring from within the Virgin Australia Group. If a Pilot has transferred their employment to VARA from another company in the Virgin Australia Group, their employment at VARA is not subject to a probationary period. The one exception to this is if a Pilot has been employed for less than six (6) months by a company within the Virgin Australia Group before transferring to VARA. If that happens, then the Pilot's probationary period at VARA will be the difference between the period of time served at the other Virgin Australia Group Company and six (6) months.

90. Termination of employment

- 90.1. Subject to clause 90.2, a Pilot's employment may be terminated by either VARA or the Pilot giving six (6) weeks' notice in writing, or by paying or forfeiting (as the case may be) six (6) weeks' pay in lieu of such notice. This period of notice may be reduced or waived by mutual agreement between VARA and the Pilot.
- 90.2. The requirement to give notice does not apply to termination during the probation period, where the termination is for serious misconduct, or where a Pilot's fixed term/ task contract expires.
- 90.3. If a Pilot resigns or has the employment terminated whilst the Pilot is away from Home Base for work-related purposes, the Pilot, their partner and dependent children then residing with the Pilot, shall be returned to the Pilots' Home Base at VARA's expense.
- 90.4. Where a Pilot's employment is terminated when a Pilot's instrument flight rating which the Pilot possessed when they joined VARA has lapsed through no fault of the Pilot during their employment with VARA, VARA shall meet the cost of renewing such rating.
- 90.5. On termination of employment, the Pilot is required to immediately return all VARA property and any confidential documents in their possession.

91. Demotion on disciplinary grounds

Where a Pilot has engaged in an act of serious misconduct, VARA may demote the Pilot from Captain to First Officer (with an equivalent reduction in pay) for a period of up to 12 months. VARA must advise the affected Pilot in writing of the start of the demotion period and the date that VARA will review the appropriateness of the continuation of the demotion.

92. Redundancy

92.1. Discussions before termination

- (a) Where VARA has made a definite decision that it no longer wishes the job the Pilot has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, VARA shall hold discussions with the Pilots directly affected (including any representatives) and the WRC.
- (b) The discussions shall take place as soon as is practicable after VARA has made a definite decision which will invoke the provisions of subclause 92.2(a) hereof and shall cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any

termination on the Pilots concerned. This will include offering leave without pay to all Pilots and making voluntary redundancy available.

- (c) For the purposes of the discussion, VARA will, as soon as practicable, provide in writing to the Pilots concerned, (including any representatives) and the WRC all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of the Pilots likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, VARA will not be required to disclose confidential information where it would be against its interests.

92.2. Redundancy pay

- (a) In addition to a period of 28 days' notice (or 35 days' notice for Pilots over 45 years of age at the time of the giving of the notice with not less than five (5) years' continuous service) a Pilot whose employment is terminated for redundancy will be entitled to the following amount of additional notice of termination (or payment in lieu of notice) in respect of a continuous period of service:

Period of continuous service	Additional notice period
Less than 1 year	15 days
1 and less than 3 years	30 days
3 years or more	40 days

- (b) A Pilot whose employment is terminated for reasons set out in this clause will be entitled to redundancy pay of three (3) weeks for every year of service or part thereof to a maximum of 52 weeks.
- (c) For the purposes of this calculation, pay rates will be referenced to the applicable pay scales in effect the day prior to FWC approval of the variation to this Agreement.
- (d) VARA will endeavour to find adequate alternative employment opportunities for redundant Pilots. VARA is not liable for the redundancy payments in clause 92.2(b) or the additional notice payments in clause 92.2(a) if VARA is able to arrange an offer of adequate alternative employment for the Pilot. Adequate alternative employment means no disadvantage to the Pilot in terms of rank and annual fixed remuneration, or as agreed between VARA and the Pilot.
- (e) The pro rata accrued annual leave including loading prescribed in clause 79 – Annual Leave of this Agreement shall be paid on redundancy.

92.3. Other conditions

- (a) A Pilot whose employment is terminated for reasons set out in this clause may resign their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Pilot remained with VARA until the expiry of such notice. In these circumstances the Pilot shall not be entitled to payment in lieu of notice.
- (b) During the period of notice of termination given by VARA, a Pilot shall be allowed up to one day's time off without loss of pay during each week of notice for the purposes of seeking other employment.
- (c) If the Pilot has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Pilot shall, at VARA's request, be required to produce proof of attendance at an interview or the Pilot shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

- (d) Where VARA offers, and a redundant Pilot accepts, a transfer to an interstate position with VARA as an alternative to redundancy, the Pilot will be entitled to receive reasonable relocation expenses.

92.4. Preference in re-employment

- (a) A Pilot whose employment is terminated due to redundancy, or who terminates their employment during notice of termination for redundancy, will maintain priority for re-employment with VARA for two (2) years after their termination date.
- (b) Re-employment will be to the first available vacancy which becomes available in the Pilot's Home Base, which may not necessarily be a position at the status, rank and remuneration of the position which the Pilot previously occupied prior to the termination of their employment. However, the Pilot will retain their Seniority date that they held prior to retrenchment.
- (c) The Pilot's Freeze Period will be suspended during the period of non-employment and will resume upon re-commencement of employment, although the Pilot will not be subject to a new Freeze Period under clause 31 - Freeze Periods
- (d) It is incumbent upon the Pilot to keep VARA advised of their current address for this purpose.
- (e) Should the Pilot reject an offer of re-employment for a position at the Pilot's Home Base, the obligation under this clause will cease.

93. Loss of licence on medical grounds

93.1. A Pilot (other than a fixed term/ task Pilot) whose employment has terminated due to a loss of a Class 1 Medical Certificate will have a right to re-employment for a period of three (3) years from the date of the loss of the Medical Certificate in accordance with this clause.

93.2. Where the Pilot subsequently regains a Class 1 medical certificate to make the Pilot eligible for re-employment within the three (3) year period:

- (a) VARA will only be required to offer re-employment where a vacancy exists;
- (b) VARA will provide the Pilot with the necessary training required to regain the endorsements and ratings required for re-employment;
- (c) the requirement is for VARA to offer the Pilot employment in an available vacancy, which may not necessarily be at the same rank and remuneration of the position which the Pilot previously occupied prior to the date of the loss of the Medical Certificate;
- (d) once re-employed, the Pilot will retain their original position on the Pilot's List as held at the date of the loss of the Medical Certificate;
- (e) the Pilot's Freeze Period will be suspended during the period of non-employment and will resume upon re-commencement of employment. The Pilot will not be subject to a new Freeze Period under clause 31 – Freeze Periods and clause 32 – Endorsement Costs and Bonding; and
- (f) should the Pilot reject an offer of re-employment in their previous position (rank and type) and at their Home Base, the obligation under this clause will cease.

It is incumbent upon the Pilot to keep VARA advised of their current address for this purpose.

APPENDIX 1 – REMUNERATION

The salaries in Appendix 1 apply to full-time Pilots.

Table 2: A320 Captain

Level	Component	Current	From the first full pay period after 1 July 2024	From the first full pay period after 1 July 2025	From the first full pay period after 1 July 2026	From the first full pay period after 1 July 2027
Level 1	Base salary	\$211,921.04	\$227,815.12	\$236,832.36	\$246,305.65	\$253,694.82
	A320 Supplement	-	\$2,119.21	\$2,299.34	-	-
	Retention Payment	-	\$6,102.10	\$6,346.19	\$6,536.57	\$6,732.67
	Total	\$211,921.04	\$236,036.43	\$245,477.89	\$252,842.23	\$260,427.49
Level 2	Base salary	\$219,961.33	\$236,458.43	\$245,817.78	\$255,650.50	\$263,320.01
	A320 Supplement	-	\$2,199.61	\$2,386.58	-	-
	Retention Payment	-	\$6,333.62	\$6,586.96	\$6,784.57	\$6,988.11
	Total	\$219,961.33	\$244,991.66	\$254,791.33	\$262,435.07	\$270,308.12
Level 3	Base salary	\$228,307.76	\$245,430.84	\$255,145.34	\$265,351.15	\$273,311.69
	A320 Supplement	-	\$2,283.08	\$2,477.14	-	-
	Retention Payment	-	\$6,573.95	\$6,836.90	\$7,042.01	\$7,253.27
	Total	\$228,307.76	\$254,287.87	\$264,459.38	\$272,393.16	\$280,564.96
Level 4	Base salary	\$231,152.82	\$248,489.28	\$258,324.83	\$268,657.83	\$276,717.56
	A320 Supplement	-	\$2,311.53	\$2,508.01	-	-
	Retention Payment	-	\$6,655.87	\$6,922.10	\$7,129.77	\$7,343.66
	Total	\$231,152.82	\$257,456.68	\$267,754.94	\$275,787.59	\$284,061.22

Table 3: A320 First Officer

Level	Component	Current	From the first full pay period after 1 July 2024	From the first full pay period after 1 July 2025	From the first full pay period after 1 July 2026	From the first full pay period after 1 July 2027
Level 1	Base salary	\$137,752.07	\$148,083.48	\$153,944.83	\$160,102.62	\$164,905.70
	A320 Supplement	-	\$1,377.52	\$1,494.61	-	-
	Retention Payment	-	\$3,966.46	\$4,125.12	\$4,248.88	\$4,376.34
	Total	\$137,752.07	\$153,427.46	\$159,564.56	\$164,351.50	\$169,282.04

Level	Component	Current	From the first full pay period after 1 July 2024	From the first full pay period after 1 July 2025	From the first full pay period after 1 July 2026	From the first full pay period after 1 July 2027
Level 2	Base salary	\$142,978.37	\$153,701.75	\$159,785.48	\$166,176.90	\$171,162.20
	A320 Supplement	-	\$1,429.78	\$1,551.32	-	-
	Retention Payment	-	\$4,116.95	\$4,281.63	\$4,410.08	\$4,542.38
	Total	\$142,978.37	\$159,248.48	\$165,618.42	\$170,586.98	\$175,704.58
Level 3	Base salary	\$148,399.19	\$159,529.13	\$165,843.51	\$172,477.26	\$177,651.57
	A320 Supplement	-	\$1,483.99	\$1,610.13	-	-
	Retention Payment	-	\$4,273.04	\$4,443.96	\$4,577.28	\$4,714.60
	Total	\$148,399.19	\$165,286.16	\$171,897.61	\$177,054.54	\$182,366.17
Level 4	Base salary	\$150,248.70	\$161,517.35	\$167,910.43	\$174,626.85	\$179,865.66
	A320 Supplement	-	\$1,502.49	\$1,630.20	-	-
	Retention Payment	-	\$4,326.30	\$4,499.35	\$4,634.33	\$4,773.36
	Total	\$150,248.70	\$167,346.14	\$174,039.98	\$179,261.18	\$184,639.02

Table 4: F100 Captain

Component	Current	From the first full pay period after 1 July 2024	From the first full pay period after 1 July 2025	From the first full pay period after 1 July 2026	From the first full pay period after 1 July 2027
Base salary	\$193,824.50	\$208,361.34	\$214,612.18	\$221,050.54	\$227,682.06
Retention Payment	-	\$5,529.59	\$5,695.48	\$5,866.34	\$6,042.33
Total	\$193,824.50	\$213,890.93	\$220,307.65	\$226,916.88	\$233,724.39

Table 5: F100 First Officer

Component	Current	From the first full pay period after 1 July 2024	From the first full pay period after 1 July 2025	From the first full pay period after 1 July 2026	From the first full pay period after 1 July 2027
Base salary	\$126,253.32	\$135,722.32	\$139,793.99	\$143,987.81	\$148,307.44
Retention Payment	-	\$3,601.86	\$3,709.92	\$3,821.21	\$3,935.85
Total	\$126,253.32	\$139,324.18	\$143,503.91	\$147,809.02	\$152,243.29

Table 6: E-Jet Captain

Level	Component	From the first full pay period after 1 July 2025	From the first full pay period after 1 July 2026	From the first full pay period after 1 July 2027
Level 1	Base salary	\$205,628.00	\$211,796.84	\$218,150.75

Level	Component	From the first full pay period after 1 July 2025	From the first full pay period after 1 July 2026	From the first full pay period after 1 July 2027
	Total	\$205,628.00	\$211,796.84	\$218,150.75
Level 2	Base salary	\$211,618.00	\$217,966.54	\$224,505.54
	Retention Payment	\$5,616.02	\$5,784.50	\$5,958.03
	Total	\$217,234.02	\$223,751.04	\$230,463.57
Level 3	Base salary	\$215,610.00	\$222,078.30	\$228,740.65
	Retention Payment	\$5,721.96	\$5,893.62	\$6,070.42
	Total	\$221,331.96	\$227,971.92	\$234,811.07
Level 4	Base salary	\$219,603.00	\$226,191.09	\$232,976.82
	Retention Payment	\$5,827.93	\$6,002.76	\$6,182.85
	Total	\$225,430.93	\$232,193.85	\$239,159.67

Table 7: E-Jet First Officer

Level	Component	From the first full pay period after 1 July 2025	From the first full pay period after 1 July 2026	From the first full pay period after 1 July 2027
Level 1	Base salary	\$126,839.00	\$130,644.17	\$134,563.50
	Total	\$126,839.00	\$130,644.17	\$134,563.50
Level 2	Base salary	\$135,435.00	\$139,498.05	\$143,682.99
	Retention Payment	\$3,594.24	\$3,702.06	\$3,813.13
	Total	\$139,029.24	\$143,200.11	\$147,496.12
Level 3	Base salary	\$137,991.00	\$142,130.73	\$146,394.65
	Retention Payment	\$3,662.07	\$3,771.93	\$3,885.09
	Total	\$141,653.07	\$145,902.66	\$150,279.74
Level 4	Base salary	\$140,546.00	\$144,762.38	\$149,105.25
	Retention Payment	\$3,729.87	\$3,841.77	\$3,957.02
	Total	\$144,275.87	\$148,604.15	\$153,062.28

APPENDIX 2 – ALLOWANCES

Table 8 - Allowances

Type of allowance	Classification	Current	From the first full pay period after 1 July 2024	From the first full pay period after 1 July 2025	From the first full pay period after 1 July 2026	From the first full pay period after 1 July 2027
Hard lying allowance (clause 59.3)	All	\$105.79	\$108.96	\$112.23	\$115.60	\$119.07
RDO Payment (clause 52.2)	A320 Captain	\$673.64	\$1,730.00	\$1,781.90	\$1,835.36	\$1,890.42
	A320 FO	\$437.86	\$1,120.73	\$1,154.35	\$1,188.98	\$1,224.65
	F100 Captain	\$537.57	\$1,385.35	\$1,426.91	\$1,469.72	\$1,513.81
	F100 FO	\$348.94	\$902.00	\$929.05	\$956.93	\$985.64
	EJet Captain	-	\$1,385.35	\$1,426.91	\$1,469.72	\$1,513.81
	EJet FO	-	\$902.00	\$929.05	\$956.93	\$985.65
Productivity rate (clause 53)	A320 Captain	\$237.96	\$300.00	\$309.00	\$318.27	\$327.82
	A320 FO	\$153.79	\$195.00	\$200.85	\$206.88	\$213.08
	F100 Captain	\$191.02	\$240.82	\$248.05	\$255.49	\$263.15
	F100 FO	\$124.64	\$157.14	\$161.85	\$166.71	\$171.71
	EJet Captain			\$248.05	\$255.49	\$263.15
	EJet FO			\$161.85	\$166.71	\$171.71
Outside Buffer Rate (clauses 69.2 and 70.1)	A320 Captain	\$237.96	\$245.10	\$252.45	\$260.02	\$267.82
	A320 FO	\$153.79	\$158.40	\$163.15	\$168.04	\$173.08
	F100 Captain	\$191.02	\$196.75	\$202.65	\$208.73	\$214.99
	F100 FO	\$124.64	\$128.38	\$132.23	\$136.20	\$140.29
	EJet CPT			\$202.65	\$208.73	\$214.99
	EJet FO			\$132.23	\$136.20	\$140.29
Layover allowance (clause 52.4)	All	\$33.35	\$34.35	\$35.38	\$36.44	\$37.53
Meal allowance (clause 52.5)	Breakfast	\$28.07	\$28.91	\$29.78	\$30.67	\$31.59
	Lunch	\$31.41	\$32.35	\$33.32	\$34.32	\$35.35
	Dinner	\$71.45	\$73.59	\$75.80	\$78.07	\$80.41
Overtime meal allowance (clause 52.6)	All	\$11.29	\$11.63	\$11.98	\$12.34	\$12.71

Table 9 - Allowances

Type of allowance	Clause reference	From the first full pay period after 1 July 2024
No single accommodation allowance	clause 59.4	\$61.69
Own accommodation allowance	clause 52.3	\$181.88
Away from Home Base whilst on overseas operation	clause 52.7	\$40.58
Car allowance	clause 52.8	\$1.09
Night operations allowance	clause 52.9	\$17.76
Unscheduled overnight allowance	clause 52.10	\$64.94
Loss of baggage	clause 52.12	\$600.49
Loss of licence benefit	clause 55.2	\$3,118.95

APPENDIX 3 – PART -TIME ARRANGEMENTS

1. Working arrangements for temporary and permanent part-time Pilots

- (a) The days of the week which the Pilot will work will be determined by VARA, after consultation with the Pilot, with the aim of the Pilot working a regular and consistent pattern of work. Once the work days have been arranged they cannot be altered unless agreed by the Pilot and VARA. Where agreement cannot be reached, VARA may alter the days of the week that the Pilot will work on the giving of three (3) months' notice.
- (b) The work days for part-time Pilots will include all Duty types performed by full-time Pilots, including Reserve days and overnights. VARA will make best endeavours to ensure Duty types are equitably distributed to part-time Pilots.
- (c) VARA may request a part-time Pilot work on an RDO or on an Offline Day which is not an RDO, but there is no requirement for a part-time Pilot to work on an RDO or a non-working day. Where a part-time Pilot elects to work on an RDO where requested by VARA, payment will be in accordance with the RDO Payment in Appendix 2 – Allowances Table 8. Where the Pilot agrees to work on an Offline Day, payment will be at the single time daily rate of pay.

2. Duration of temporary part-time arrangements

- (a) All temporary part-time appointments will be for an initial period of up to 12 months.
- (b) During this 12 month period, the Pilot may return to full-time work with at least eight (8) weeks' notice to VARA.
- (c) The initial 12 month period will be exclusive of any period of full-time work performed at VARA's request as a result of operational requirements.
- (d) After the initial 12 months, a Pilot must return to a full-time position or apply for an extension of their part-time position for a further 12 month period in accordance with this clause.

3. Application process and waitlist for temporary part-time Pilots

- (a) VARA will maintain a "Part-Time Pilot Waiting List" for those Pilots who have applied for a temporary part-time position.
- (b) A Pilot wishing to commence temporary part time employment will make the request in writing to the Head of Flight Operations at least three (3) months prior to the requested start time.
- (c) Part time positions will be awarded based on date of application, although priority will be given to Pilots for any of the reasons outlined in section 65 – Requests for Flexible Working Arrangements of the Act, currently as follows:
 - (i) a Pilot who is pregnant;
 - (ii) a Pilot who is a parent, or has responsibility for the care, of a child who is school age or younger;
 - (iii) a Pilot who is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (iv) a Pilot who has a disability;
 - (v) a Pilot who is experiencing family and domestic violence;
 - (vi) a Pilot who provides care and support to a member of their Immediate Family, or a member of the Pilot's household, who requires care or support because the member is experiencing family and domestic violence; and/or
 - (vii) a Pilot who is 55 years of age or older – in this case priority is in the form of access to the Transition to Retirement Scheme in clause 17.3.

Where requested, Pilots must provide evidence that satisfies VARA of their eligibility under this clause.

- (d) When a part-time position becomes available, the first Pilot on the list will be advised of the position becoming available. Where Pilots are deemed to have an equal need or have submitted applications at the same time, VARA will use Seniority to determine the allocation of part time positions.
- (e) The Pilot will have two (2) weeks to respond in writing as to whether they accept or reject the offer of part-time employment. A Pilot's failure to respond to an offer within the two week period will lead to forfeiture of the right to a part-time position and his/ her name will be moved to the bottom of the Part-Time Pilot Waiting List.
- (f) This clause does not affect or alter any part-time arrangements in place at the time of commencement of this clause.

4. Reversion to full-time employment

- (a) A Pilot who is offered and accepts a command upgrade, a change in Equipment Assignment or a base transfer will be required to relinquish their part-time position, unless otherwise agreed with VARA, on the commencement of upgrade training or the date of the transfer.
- (b) A part-time Pilot may agree to temporarily return to full-time employment at VARA's request to meet short term operational requirements.

5. Conditions applying to part-time employment

- (a) The following general conditions apply to part time employment:
 - (i) Flight Hours shall be on a pro-rata basis compared to an average full-time roster; and
 - (ii) Productivity in accordance with clause 53 – Productivity will be paid for hours exceeding a pro-rata threshold consistent with the part-time option percentage or arrangement applicable.
- (b) Part-time employees who are serving a bond for endorsement period will have their remaining bond period increased on a pro-rata basis.
- (c) All leave entitlements shall be accrued on a pro-rata basis proportionate to the hours worked, including annual leave credits.
- (d) Salaries for part time Pilots shall be paid a pro rata basis relative to the salary applicable to a full-time Pilot; although all other allowances shall be paid in accordance with this Agreement.
- (e) Initial ground school, simulator and line flight training will be performed on a full-time basis. Part time employment will commence at the start of the first full roster period after a satisfactory check to line.
- (f) Access to leave will take into account flight crew recency requirements under legislation.
- (g) Up to six (6) training days per Calendar Year may be rostered outside of the Pilot's normal rostered working days with a day in lieu (for each training day) provided at a mutually agreed time within that roster period.

APPENDIX 4 – REST PERIODS FOR TIME ZONE CHANGES FOR INTERNATIONAL TRAVEL

Refer clause (e)

Time Zone Change	Minimum Rest Required (hours)	
	West	East
3	36	45
4	48	60
5	48	60
6	48	60
7	72	90
8	72	90
9	72	90
10 or more	96	120

Note: In applying the above table to arrive at rest period:

- (a) determine the time zone displacement between:
 - (i) the location where the Pilot was last acclimatised (the original location); and
 - (ii) each location where a Duty Period or off-Duty Period was commenced since last acclimatised (later locations); and
- (b) then choose the time zone displacement between the original location and whichever of the later locations gives the greatest time zone displacement; and
- (c) then choose the time zone change in the above table that corresponds to the greatest time zone displacement; and
- (d) then choose the direction (west or east) in which the Pilot travelled and in which, therefore, the greatest time zone displacement occurred under subparagraph (b); and
- (e) then choose the number of hours west or east (as the case requires) that corresponds to the time zone change chosen under subparagraph (c).

APPENDIX 5 – DEFINITIONS AND INTERPRETATION

In this Agreement:

“**Act**” means the *Fair Work Act 2009* (Cth) and *Fair Work Regulations 2009* (Cth) (as amended).

“**AFAP**” means the Australian Federation of Air Pilots.

“**Agreement**” means this *Virgin Australia Regional Airlines Pilots’ Enterprise Agreement 2024*.

“**Annual Leave Day**” means a Calendar Day rostered on annual leave, from midnight to midnight.

“**AOC**” means Air Operator’s Certificate.

“**Approved Accommodation**” means accommodation on the Approved Accommodation List as amended from time to time in accordance with clause 59.

“**Arrival Time**” means the time the aircraft is stationary on completion of the flight.

“**Award**” means the *Air Pilots Award 2020*.

“**Blank Day**” means a minimum of 20 consecutive hours where:

- (a) VARA has not assigned a Duty to a Pilot and a Pilot has not signed on for Duty on that Calendar Day;
- (b) the Pilot is not required to be available for Duty; and
- (c) the Pilot is not required to be contactable.

A Blank day is exclusive of, and will not be used to absorb, the buffers around RDOs outlined in clause 67.5 and 67.6 of the Agreement.

“**CAO48.1**” means a direction made under the *Civil Aviation Act 1988* (Cth) (as amended) about flight and Duty Times. VARA currently operates to CAO48.1 Appendix 2.

“**Calendar Day**” means the 24 hours between midnight and the following midnight.

“**CAO**” means a Civil Aviation Order.

“**CAORP**” means a CAO rest period, which is a period of time free of Duty whereby a Pilot may work by agreement only and is not necessarily limited to CAO rest requirements.

“**Captain**” means a Pilot employed to act in command of an aircraft.

“**CASA**” means the Civil Aviation Safety Authority or its successors.

“**Check Captain**” means a Pilot who is approved and appointed by VARA and CASA to conduct proficiency tests in a simulator or aircraft for the issue and renewal of Pilot’s licenses and ratings and who certifies to the competency of Pilots so tested in accordance with the grade of Check Captain approval held. Check Captains may also conduct training in a simulator, on an aircraft or on the ground.

“**Contract Pilot**” means a Pilot engaged in accordance with clause 17.6 – Contract Pilots of this Agreement.

“**CPI**” means the ALL-Groups Consumer Price Index as published by the Australian Bureau of Statistics or its successor.

“**Day of Operation(s)**” means the 24 hours between midnight and the following midnight.

“Dead Head Travel” means all travel performed at the direction of VARA not associated with the actual operation of the aircraft but required for the purpose of positioning for a Tour of Duty or returning to Home Base or base of Temporary Transfer after a Tour of Duty. Dead Head Travel or time will be regarded as Duty Time.

“Departure Time” means the time an aircraft commences to move either under its own power or under tow, for the purpose of commencing a flight.

“Displaced Reserve” means a Rostered Duty that has been cancelled and the original Duty is re-assigned to be a Reserve in accordance with clause 68.2 and clause 71 – Allocated Duty from Reserve.

“Duty Period” or **“Duty Time”** means a period which starts when a Pilot is required by VARA to report for a Duty and ends when the Pilot is free from all duties. For simulators, the Duty Period starts at the beginning of the briefing and ends at the conclusion of the de-briefing.

“Duty Travel” includes Dead Head Travel and travel for the purpose of transferring to a new base, whether permanent or temporary, and any other travel for any other purpose under the direction of VARA.

“EJet” means the E-2 family of Embraer jet aircraft.

“Equipment Assignment” means the type or variant (where appropriate) of aircraft a Pilot has been assigned to operate by VARA.

“First Officer” means a Pilot employed to act as Co-Pilot of an aircraft.

“Flight Duty” means a Duty spent operating as a crew member in an aircraft.

“Flight Duty Period” means a period which starts when a Pilot is required by VARA to report for a Duty Period in which flight as an operating crew member is undertaken, and finished not less than 15 minutes after the end of the block time of the final flight as an operating crew member.

“Flight Hours” or **“Flight Time”** means hours or time on Duty as an operating crew member in an aircraft and is calculated from the earlier of the commencement of push back or taxi time, to the time the aircraft arrived at the arrival bay. The definition of “Flight Time” may be amended by agreement of VARA and the WRC to reflect system implementation changes.

“FOPPM” means the VARA Flight Operations Policy and Procedures Manual (as amended or replaced).

“Freeze”, “Freeze Period” and **“Frozen”** means a freeze preventing a Pilot from being able to change Equipment Assignment but does not preclude a change in rank on the same aircraft type or variant, or a change in Home Base (other than brought about by an aircraft type or variant freeze).

“FWC” means the Fair Work Commission or its successor.

“Ground Instructor” means a Pilot who performs ground instruction duties (including but not limited to any or all of Pilot technical instruction, emergency procedures, CRM, and human factors).

“Home Base” means the base at which a Pilot is permanently domiciled.

“Hostile” refers to a location that has been graded at the highest risk level by the Australian Department of Foreign Affairs and Trade. The level of risk assigned to a Hostile environment is “Advised Not to Travel”.

“Hourly Rate” (where it is defined in this Agreement) means the annual salary divided by 747.5 hours (i.e. 13 roster periods x 57.5 hours per Roster Period).

“Immediate Family” includes:

- (a) A spouse (including a former spouse, a de facto spouse and a former defacto spouse) of the Pilot. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (b) A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, legal guardian, grandparent, grandchild or sibling of the Pilot or spouse of the Pilot.

“Layover” shall mean the continuous period of four (4) hours or more between Tours of Duty, or between consecutive Duty Periods within a Tour of Duty, at a port other than the Pilot’s Home Base.

“Local Day of Operation” means the Calendar Day during the 24 hours between midnight and the following midnight, local time at Sign On port.

“Management Pilot” means a Pilot referred to in the FOPPM, as amended from time to time, who is appointed to a management position and holds an Equipment Assignment that is not available based on their position in the GDOJ and:

- (a) who is offered by VARA and accepts a Management Role within VARA in a Leader classification or above; and
- (b) who is engaged on a management contract which excludes the operation of this Agreement. VARA reserves the right to make changes to flight operations organisational structure or management positions. However, VARA will consult with the WRC in the event that it seeks to amend the list referred to in the FOPPM.

“Night Operations” means all Duty embracing more than 30 minutes between the hours of 2300 and 0530 hours local time at departure base.

“Offline Day” means a Day that is neither a RDO, Blank Day or a Duty Day for a part-time Pilot, is to identify additional Days Free of Duty rostered to Part-Time Pilots. An Offline Day is for a period of at least 20 hours. A Rest Period may be included as part of an Offline Day and the buffers around RDOs are not absorbed into the 20 hours of an Offline Day.

“Outside Buffer Rate” means the hourly rate of pay for a Pilot who works outside of the buffer periods as defined in clauses 69.2 and 70.1.

“Payment Year” for the purposes of clause 46 - Retention Payment, means Roster Periods 8 to 7 in the preceding year.

“Pilot in a Management Role” means a role referred to in the FOPPM, as amended from time to time, who is appointed to a management position and holds an Equipment Assignment that is based on their position in the GDOJ in a Leader classification or above.

“Pilot” means a pilot employed by VARA including a Check Captain, Training Captain, Captain or First Officer but does not include a Management Pilot.

“Pilot’s List” means the VARA Pilot’s List and/ or the Virgin Australia Group Pilot’s List (as applicable).

“Productivity Rate” means the hourly rate of pay for productivity payment under clause 53 – Productivity and Appendix 2 – Allowances Table 8 of this Agreement.

“Productivity Threshold” is 57.5 hours per Roster Period.

“RDO” or **“rostered day off”** means a single rostered day off when a Pilot is scheduled to be free of Duty at the Pilot’s Home Base (or base to which the Pilot has been temporarily transferred) for a period of not less than 40 consecutive hours commencing the day preceding and ending the day after the Calendar Day which is the rostered day off.

“RDO Payment” means the amount paid to a Pilot who works on an RDO as outlined in clause 52.2 and Appendix 2 – Allowances Table 8.

“Reserve” or **“Reserve Period”** means a period during which a Pilot must be contactable and available for a Duty and includes both Rostered Reserve and Displaced Reserve. Reserve is neither Duty, nor time free of Duty.

“Rostered Duty” means a Duty Period or series of Duty Periods, with stipulated start and finish times notified by VARA to Pilots in advance.

“Rostered Reserve” means a rostered period that has been assigned to be a Reserve on a Pilot’s originally published roster.

“RPT” means regular public transport.

“SALPA” means Skywest Airlines Pilots Association Inc.

“Seniority” means the order of priority established in accordance with clause 33 – Seniority.

“Sign Off” means the time of completion of all duties associated with a Duty Period and shall not be less than 15 minutes after the actual aircraft arrival time where Flight Duty is involved.

“Sign On” means the actual sign on time for Duty and where Flight Duty is involved shall not be less than 60 minutes prior to departure of the flight.

“Temporary Pilot” means a Pilot engaged in accordance with clause 17.5 – Temporary Pilots of this Agreement.

“Tour of Duty” means the period between the time a Pilot commences a Duty in Home Base prior to a Duty Period or making a flight (or series of flights), until the Pilot is finally relieved of all such duties after the termination of such flight or series of flights in Home Base.

“Training Captain” means a Pilot, other than a Check Captain, who is appointed to perform route endorsing, line training or ground training.

“Trainee” means a Pilot who is yet to satisfactorily pass their first check to line on a VARA aircraft.

“TWU” means the Transport Workers’ Union of Australia.

“Unions” means the TWU, SALPA and the AFAP (should they provide written notice that they want to be covered by the Agreement under section 183 of the Act).

“VA NB Agreement” means the *Virgin Australia Narrow Body Aircraft Pilots’ Agreement 2024 (as amended or replaced)*.

“VARA” means Virgin Australia Regional Airlines Pty Ltd, including any successor, assignee or transmittee of VARA.

“VARA Pilots EA 2022” means the *Virgin Australia Regional Airlines Pilots Enterprise Agreement 2022*.

“Virgin Australia Group” means Virgin Australia Airlines Pty Ltd, Virgin Australia International Holdings Pty Ltd and all related bodies corporate within the meaning of the Corporations Act 2001 (Cth).

“WRC” means the VARA Workplace Relations Committee.

SIGNATORIES:

Signed for and on behalf of Virgin Australia Regional Airlines Pty Ltd (ACN 008 997 662)

Full Name: Susan Schneider

Address: c/o Level 11, 275 Grey Street, South Brisbane QLD 4101

Position: Chief Legal and Risk Officer

Explanation of Authority to Sign Agreement: The above person is authorised by the Employer to sign the Agreement on its behalf

Signature

Date

In the presence of:

Signature

Print Name

Signed on behalf of the Transport Workers' Union of Australia (TWU)

Full Name:

Address:

Position:

Explanation of Authority to Sign Agreement: The above union is a bargaining representative in accordance with the *Fair Work Act 2009* (Cth) and the above person is authorised to sign on its behalf

Signature

Date

In the presence of:

Signature

Print Name

Signed on behalf of the Australian Federation of Air Pilots (AFAP)

Full Name:

Address:

Position:

Explanation of Authority to Sign Agreement: The above union is a bargaining representative in accordance with the *Fair Work Act 2009* (Cth) and the above person is authorised to sign on its behalf

Signature

Date

In the presence of:

Signature

Print Name

Signed on behalf of Skywest Airlines Pilots' Association (SALPA)

Full Name:

Address:

Position:

Explanation of Authority to Sign Agreement: The above union is a bargaining representative in accordance with the *Fair Work Act 2009* (Cth) and the above person is authorised to sign on its behalf

Signature

Date

In the presence of:
