

## IN THE FAIR WORK COMMISSION

**Matter:** B2024/91

**Applicant:** Network Aviation Pty Ltd

### APPLICANT'S SUPPLEMENTARY SUBMISSION REGARDING BOOT

#### A. INTRODUCTION

1. Between 1 to 3 October 2024, the Full Bench conducted a hearing in relation to the making of an intractable bargaining workplace determination (**IBWD**) under s 269 of the *Fair Work Act 2009* (Cth) (**FW Act**) to cover the Applicant (**Network**) and its pilot employees.
2. On 4 April 2025, the Full Court of the Federal Court delivered judgment in the unrelated matter of *Corporate Air Charter Pty Ltd v Australian Federation of Air Pilots* (**Corporate Air**).<sup>1</sup> In that judgment, the Full Court held that, for the purposes of the *Air Pilots Award 2020* (**Award**), periods of “reserve or stand-by duty” constitute paid work. The effect of that finding is that, under the Award, such periods count towards a pilot's 38 maximum weekly hours, and any such periods extending beyond those maximum weekly hours must be remunerated.<sup>2</sup>
3. On 14 April 2025, the Full Bench wrote to Network and the other bargaining representatives, noted *Corporate Air*, and directed the parties to file material on the implications of that judgment for the IBWD, including in respect of the requirement in s 272(4) of the FW Act that the Full Bench include in the IBWD terms which would, if it were an enterprise agreement, see it pass the better off overall test (**BOOT**) under s 193.

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<sup>1</sup> [2025] FCAFC 45.

<sup>2</sup> *Corporate Air* at [62].

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4. In accordance with those directions (as amended on 5 May 2025), Network makes these submissions, together with relying upon the following material:
  - (a) further statement of Evan Bartlett dated 5 May 2025 (**Sixth Bartlett Statement**);
  - (b) a BOOT analysis document titled “*Comparison of Terms and Conditions*” (being Annexure A to these submissions); and
  - (c) a document titled “*Pay rate comparison summary*” (being Annexure B to these submissions).
5. Network has previously filed its draft IBWD dated 6 September 2024, and updated on 10 October 2024 to address the proposed ‘two-tier’ system for sign on from reserve (**Draft Determination**), which it continues to rely upon. As is discussed below, by contrast with the Award, the Draft Determination clearly distinguishes between periods in which a pilot is performing duties (*i.e.* “*Duty Periods*”) and periods in which a pilot is required to be available and contactable, but is not performing any duties (*i.e.* “*Reserve Periods*”).
6. For the reasons set out below, and having regard to the Full Court’s judgment in *Corporate Air*, the Full Bench should be satisfied that, if the Draft Determination was an enterprise agreement, it would comfortably pass the BOOT. Therefore, s 272(4) of the FW Act would not require any additional terms to be included in the Draft Determination.

## **B. NETWORK’S DRAFT DETERMINATION PASSES THE BOOT**

### ***B1. Full Bench must be satisfied employees are better off overall under IBWD***

7. Section 272(4) of the FW Act provides that the IBWD “*must include terms such that the determination would, if the determination were an enterprise agreement, pass the [BOOT] under section 193*”.
8. Section 193(1) relevantly provides for the BOOT as follows:

*“An enterprise agreement that is not a greenfields agreement passes the better off overall test under this section if the FWC is satisfied, as at the test time, that:*

- (a) each award covered employee, and each reasonably foreseeable*

*employee, for the agreement would be better off overall if the agreement applied to the employee than if the relevant modern award applied to the employee ...”*

9. In applying the test, the Full Bench must undertake a global assessment of whether each employee would be better off, having regard to the terms of both the IBWD and the Award which are more and/or less beneficial to him or her.<sup>3</sup> In that regard, the Commission must give consideration to the views expressed by Network, its employees who will be covered by the IBWD, and any bargaining representatives, as to whether the IBWD passes the BOOT.<sup>4</sup>

**B2. Distinction between Duty Periods and Reserve Periods under IBWD**

10. Unlike the Award, Network’s Draft Determination clearly distinguishes between periods of duty and periods of reserve.

11. Clause 5.1 relevantly provides:

*“(4) **Duty Period** means all time that the Pilot is undertaking duties at the instruction of the Company.*

*...*

*(9) **Reserve Period** means a period of time during which a Pilot is required to be available and contactable for duties but is not performing duties.”*

12. Clause 9.1.3 provides:

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

13. As per clause 10.5.1 of the Draft Determination, the salaries contained within it are inclusive of:

*“(a) payment for a reasonable amount of additional hours;*

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<sup>3</sup> FW Act, s 193A(2).

<sup>4</sup> FW Act, s 193A(3).

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

14. Clause 10.5.2 goes on to provide that:

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

15. As can be seen, the effect of these terms is that the total amount of reasonable hours a pilot can be required to work in a 12 month period is 1,976 duty hours.
16. Clauses 5.1, 9.1.3 and 10.5 of the Draft Determination are agreed terms for the IBWD.<sup>5</sup> Accordingly, the IBWD must include those terms.<sup>6</sup>
17. In its draft workplace determination, the AFAP sought to define “*Duty Period*” as being “*inclusive of reserve*”. However, it was accepted by the AFAP’s witness, Christopher Aiken, in cross-examination at the hearing before the Full Bench, that the decision to seek the inclusion of that term was a result of the South Australian Employment Court’s judgment in *Australian Federation of Air Pilots v Corporate Air Charter Pty Ltd* (being the judgment which was under appeal by the Full Court in *Corporate Air*),<sup>7</sup> rather than being reflective of the agreed terms for the IBWD.<sup>8</sup>

### **B3. BOOT analysis**

18. The only BOOT-related issue that has been raised in the proceeding,<sup>9</sup> and which has drawn focus from the Full Court’s judgment in *Corporate Air*, is whether the Draft

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<sup>5</sup> *Network Aviation Australia v Australian Federation of Air Pilots, Australian and International Pilots Association, Transport Workers’ Union of Australia* [2024] FWCFB 308 at [197] and pages 46, 52 and 67 of Attachment A.

<sup>6</sup> FW Act, s 270(2).

<sup>7</sup> [2023] SAET 63.

<sup>8</sup> PN1818-PN1822.

<sup>9</sup> The issue was first raised by the AFAP in its outline of submissions dated 8 September 2024 (at [113]-[117] (HB1092-1093), and then in its oral closing submissions (PN2714), though no meaningful analysis was given to it.

Determination passes the BOOT if reserve periods are treated as periods of paid work for the purposes of the Award.

19. There is a reason that the BOOT analysis has not become an issue until now. That is because of the significant increased benefits that have been included in the Draft Determination, and which are summarised in Annexure A to these submissions. They include, amongst others:
  - (a) salaries that are up to 27.9% above the Award rate (see Annexure B);
  - (b) a Duty Hour Allowance (**DHA**) payable in respect of the wide array of duty hours performed by Network pilots, which is not provided for in the Award, and which would amount to an annual payment of \$7,805.24 on the First Officer rate alone, for the average duty hours performed by Network pilots between 23 March 2024 and 23 March 2025;<sup>10</sup>
  - (c) Additional Hourly Payments (**AHP**) for flying hours in excess of 59 and 75 hours (respectively) in a roster period (*i.e.* 28 days), which is not provided for in the Award;<sup>11</sup>
  - (d) flying hours are limited to 100 hours per roster period, and duty hours are limited to 60 in 7 consecutive calendar days;<sup>12</sup> and
  - (e) the maximum number of reserve hours in a roster period is 84 hours, being a maximum of 7 periods of reserve up to a maximum of 12 hours each (the Award contains no limit).<sup>13</sup> The cap of 7 reserve periods was agreed in bargaining in response to union claims to limit reserve.<sup>14</sup>
20. In light of these substantial benefits (over and above those provided for by the Award), the only circumstance in which a BOOT issue would potentially arise is if, by a combination of Duty Periods and Reserve Periods, Network's pilots were required to work in excess of the maximum of 38 hours per week provided by the Award (or, as

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<sup>10</sup> Sixth Bartlett Statement at [10] and [14(d)].

<sup>11</sup> Sixth Bartlett Statement at [14(e)].

<sup>12</sup> Sixth Bartlett Statement at [14(b)].

<sup>13</sup> Sixth Bartlett Statement at [14(c)].

<sup>14</sup> Fourth Bartlett Statement at [152]-[153].

the agreed term in the Draft Determination casts it, 1,976 hours (being 52 x 38 hours) in a 12 month period) without the level of compensation provided by the Award.

21. In the 12-month period between 23 March 2024 and 23 March 2025, none of Network's 274 pilot employees performed more than 1,976 combined duty hours and hours on reserve, noting also that the agreed cap of seven reserve periods per roster period was not applicable.<sup>15</sup>
22. Accordingly, no BOOT issue should arise. Even if there was the potential for Network pilots to perform combined hours in excess of 1,976, the generally applicable increased benefits provided by the Draft Determination, together with the agreed limitations imposed by the Draft Determination on the rostering of duty and reserve hours, eliminates any doubt that the pilots under Network's Draft Determination will be better off overall than they would be under the Award.
23. Consistent with this, and taking a global assessment of the overall increased benefits conferred on Network pilots by the Draft Determination vis-à-vis the Award, Mr Bartlett states that "*it is evident all pilots are better off under the [Draft Determination] than they would be under the Award*". Network submits that the Full Bench should be satisfied that that is the case, and that, if the Draft Determination were an enterprise agreement, it would pass the BOOT on its current terms. In the event the Commission requires any further information to be so satisfied, Network respectfully requests the opportunity to provide further information and to be heard on this issue.

### C. CONCLUSION

24. For these reasons, the Full Bench should find that there are no terms in addition to those contained in Network's Draft Determination that must be included in the IBWD pursuant to s 272(4) of the FW Act.

**Matthew Follett KC**

**Matt Garozzo**

Counsel for the Applicant

Dated: 6 May 2025

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<sup>15</sup> Sixth Bartlett Statement at [13] and EB-16.



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## ANNEXURE A: COMPARISON OF TERMS AND CONDITIONS

**Table 1**

Table 1 below sets out the terms and conditions of the proposed *Network Aviation Pilots Proposed WD 2024 (NAA Proposed WD)* that are **more beneficial** than the *Air Pilots Award 2020 (Award)*.

Clause in NAA Proposed WD	Clause in Award	Description	Employees affected
<b>Clause 9.7</b>  Termination of employment – by employer	Clause 33.1	<p>Under the NAA Proposed WD, pilots are entitled to receive 4 weeks' notice of termination (or 5 weeks' notice where the pilot is aged 45 or over) regardless of their length of continuous service (provided they have passed their probationary period).</p> <p>Under the Award, employees are entitled to between 2 to 4 weeks depending on the length of their continuous service (and where the length of service is more than 5 years, 5 weeks if the pilot is aged 45 or over).</p>	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.27.5</b>  Communications allowance	Clause 20.3(d)	<p>The NAA Proposed WD provides for an annual communications allowance of \$720 to be paid in equal instalments in each pay period.</p> <p>Where the employer requires a pilot to have a telephone at their residence, the Award provides for payment of the cost of installation of a telephone at the pilot's home plus the cost of all business calls, or provision of a mobile telephone. Where the employer does not require the pilot to have a telephone, the employer must cover the cost of all business calls made on their personal phone plus 50% of rental costs.</p>	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.27.18</b>  Passport reimbursement	Clause 20.2(d)(iii)	<p>Under the Award, the entitlement to reimbursement of passport expenses only arises where an employee is required to operate overseas.</p> <p>Under the NAA Proposed WD, the Company will reimburse the cost of an</p>	All employees to be covered by the NAA Proposed WD.



Clause in NAA Proposed WD	Clause in Award	Description	Employees affected
		ordinary passport notwithstanding that the pilots do not operate overseas.	
<b>Clause 10.1 – 10.2, 10.3, Schedule 1</b>  Annual salary and incremental pay scale of Captains, First Officers and Low Hour First Officers	Clause 18  Schedule B.7	The salaries under the NAA Proposed WD are inclusive of loadings, penalties, allowances and public holiday entitlements. The salaries exceed what would be payable for the same classifications under the Award. Refer to <b>Annexure A</b> .	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.27.7(f)</b>  Accommodation at non-capital cities – hardlying allowance	Clause 20.3(a)(iii)	<p>The NAA Proposed WD provides that when accommodation is provided that is not on the list of approved accommodation or where overnight accommodation is provided at a mine site, a pilot will be paid a hardlying allowance of \$159.81.</p> <p>This allowance is higher than the equivalent hardlying allowance under the award of \$124.03.</p>	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.27.9</b>  Meal allowance	Schedule B.4.5	<p>The Award provides that a pilot commencing a tour of duty from a layover port which involves duty in excess of 30 minutes must be provided with a meal <b>or</b> be paid the appropriate meal allowance.</p> <p>The NAA Proposed WD provides that a pilot in those same circumstances must be provided with a meal <b>and</b> paid the appropriate meal allowance.</p> <p>The value of the meal allowance under the NAA Proposed WD is equal to or greater than the value of the equivalent meal allowance under the Award, plus the NAA Proposed WD provides for an additional "Incidentals" allowance which is not provided for in the Award.</p>	All employees to be covered by the NAA Proposed WD.
<b>Clause 10.7</b>  Training Pilot Allowances	Schedule B.7.2.	The NAA Proposed WD provides for the payment of training pilot allowances which are far higher than what would be payable under the Award.	All employees to be covered by the NAA Proposed WD.

Clause in NAA Proposed WD	Clause in Award	Description	Employees affected
		<p>By way of example for a Line Check Captain F100 aircraft:</p> <ul style="list-style-type: none"> <li>\$45,500 under the NAA Proposed WD</li> <li>\$12,868.24 under the Award.</li> </ul>	
<b>Clause 10.8.6</b>  Working on a Rostered Day Off	Clause 15.8(f)	<p>Under the Award a pilot who agrees to work on a rostered duty-free day also receives a substitute duty-free day to be arranged within a month of the day worked, and an allowance of \$128.07 per day. The NAA Proposed WD does not provide for the pilot to receive a substitute duty-free day, however, the payment for working the rostered day off under the NAA Proposed WD is much higher than the Award.</p>	All employees to be covered by the NAA Proposed WD.
<b>Clause 16</b>  Compassionate leave	Clause 25.1	<p>This clause is more beneficial than the Award because it provides for three days of compassionate leave per occasion. The Award/NES only provides for two days per occasion.</p>	All employees to be covered by the NAA Proposed WD.
<b>Clause 20.1</b>  Rostered Day Off (RDO)	Clauses 15.7 and 15.8	<p>This clause is more beneficial than the Award because:</p> <ul style="list-style-type: none"> <li>The NAA Proposed WD provides for 9 RDOs per 28 day bid period with a minimum of four pairings of RDOs to occur within a bid period. The Award provides that the weekly duty period will normally consist of 5 days' duty and 2 consecutive days free from all duty, and for at least one weekend off in each 28 day cycle.</li> <li>The NAA Proposed WD provides for at least 36 hours free from duty for a single RDO with an additional 24 hours free</li> </ul>	All employees to be covered by the NAA Proposed WD.

Clause in NAA Proposed WD	Clause in Award	Description	Employees affected
		<p>from duty for each subsequent RDO. The Award provides for a break of no less than 12 consecutive hours (in specified circumstances) between 2200 hours to 0600 or 24 consecutive hours, prior to commencing a further tour of duty.</p> <ul style="list-style-type: none"> <li>The NAA Proposed WD also provides that a pilot is not required to sign on earlier than 0400 the day after an RDO or annual leave day.</li> </ul> <p>Both the Award and the NAA Proposed WD provide for RDOs to occur at home base.</p>	
<b>Clause 20.7</b> Consecutive Shifts	Clause 20.2(b)	<p>Clause 20.7 deals with consecutive shifts involving 'late night operations', and provides limits to the number of duties within a 7 day period.</p> <p>By comparison the Award provides that employees must be paid a personal inconvenience allowance of \$18.59 per night operation flown, but no limit.</p>	All employees to be covered by the NAA Proposed WD.
<b>Clause 20.8</b> Reserve Period	Clause 15.6	<p>The NAA Proposed WD provides for a maximum of 12 hours of Reserve Duty period, while the Award provides for 11 hours.</p> <p>The NAA Proposed WD provides for a maximum of seven (7) reserve periods within a roster period. The Award does not contain any limitation.</p>	All employees to be covered by the NAA Proposed WD.
<b>Clause 20.9</b> Request to Work on a Rostered Day Off or Annual Leave Day	Clause 16.4	While the Award and the NAA Proposed WD both provide for work on duty-free days by agreement only, the NAA Proposed WD provides for an additional payment where an employee requests to work on an RDO or annual leave day	All employees to be covered by the NAA Proposed WD.

Clause in NAA Proposed WD	Clause in Award	Description	Employees affected
		<p>which is higher than the amount paid under the Award.</p> <p>The payment is set out in Schedule 1. By way of example: \$1,471.79 for a F100/E190 Captain for working a duty less than 8 planned hours; \$1,839.73 if duty equal to or greater than 8 planned duty hours.</p>	

**Table 2**

Table 2 below sets out the terms and conditions of the of the proposed *Network Aviation Pilots Workplace Determination 2024* that are **not conferred** by the *Air Pilots Award 2020*. All terms are therefore **more beneficial**.

Clause in NAA Proposed WD	Description	Employees affected
<b>Clause 9.25</b>  Selection and employment process	This clause deals with the process for filling vacancies for classification changes, higher duties and base transfers which requires vacancies to first be advertised internally.	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.31</b>  Pilot Working Group	This clause provides the pilots with a further discussion forum.	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.27.11-9.27.15</b>  Duty Variation Allowance	These clauses provide for payment of a Duty Variation Allowance when a pilot accepts an alternate duty that is outside the buffer period or the duty is delayed by more than two hours.	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.27.16-9.27.17</b>  Early Call Allowance	These clauses provide for payment of an Early Call Allowance when a pilot signs on within 90 minutes of being called out from reserve.	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.32</b>  Freeze Periods	The NAA Proposed WD provides that a pilot who successfully completes training into a new aircraft type or new position will be subject to a freeze period for 3 years. The freeze period can be waived at the discretion of the Company.  The Award does not contain an equivalent provision.	All employees to be covered by the NAA Proposed WD.
<b>Clause 10.3</b>  Low Hour First Officers	Under the NAA Proposed WD, First Officers with less than 1500 Flight Hours are paid lower salaries than other First Officers. However, the Low Hour First Officer salaries are still higher than salaries under the Award.  There is a process for how a Low Hour First Officer may transition to the main annual salary tables once they acquire 1500 Flight Hours or three years' service with the	First Officers covered by the NAA Proposed WD.

Clause in NAA Proposed WD	Description	Employees affected
	Company. It also sets out how their years of service will be counted for the purpose of incremental progression in the main annual salary tables.	
<b>Clause 10.6</b> Duty Hour Allowance	This clause provides for an additional Duty Hour Allowance which is an hourly allowance paid for all Duty Hours.	All employees to be covered by the NAA Proposed WD.
<b>Clause 10.8</b> Additional benefits	This clause provides for additional benefits such as income protection insurance, term life and total and permanent disability insurance, Jeppesen operational documentation.	All employees to be covered by the NAA Proposed WD.
<b>Clause 10.8.5</b> Additional Hourly Payment	<p>This clause provides for an Additional Hourly Payment for each hour flown in excess of 59 hours in a roster period. By way of example, \$143.22 for a F100/E190 Captain.</p> <p>There is a higher Tier 2 payment for each hour flown in excess of 75 hours in a roster period (\$257.80 per hour for a F100/E190 Captain).</p>	All employees to be covered by the NAA Proposed WD.
<b>Clause 20.2</b> Sign On/Sign Off Times – Annual leave	<p>For periods of annual leave 6 consecutive calendar days or less, a pilot will not be planned to sign off later than 2200 before the period of annual leave and will not be planned to sign on earlier than 0400 the calendar day after the period of annual leave.</p> <p>For periods of annual leave 7 consecutive calendar days or more:</p> <ul style="list-style-type: none"> <li>the pilot will not be planned to sign off later than 2000 the calendar day before the period of leave and no earlier than 0800 the day after the calendar day after annual leave.</li> <li>the pilot will not be rostered simulator training or line check within seven days of the first calendar day after the period of annual leave</li> </ul>	All employees to be covered by the NAA Proposed WD.

Clause in NAA Proposed WD	Description	Employees affected
<p><b>Clause 20.3</b></p> <p>Re-assignable Periods</p>	<p>A re-assignable period means a pilot's originally rostered duty period plus a buffer period totalling two hours during which time the pilot must be available and contactable for duty.</p> <p>There are protections on what can occur during this period and additional payments (Duty Variation Allowance) which can be triggered.</p>	<p>All employees to be covered by the NAA Proposed WD.</p>
<p><b>Clause 20.4</b></p> <p>Available Days (A Day)</p>	<p>Available Days (ie days on which a pilot may be allocated a duty) may form part of a pilot's roster. Displacement from a duty once a roster is published does not result in an available day (A Day) and will instead become a re-assignable period in line with the buffer protection definition.</p> <p>A pilot cannot be allocated a Reserve Period on an available day (A Day).</p> <p>A pilot will not be assigned duties on an unavailable day unless the pilot agrees.</p>	<p>All employees to be covered by the NAA Proposed WD.</p>
<p><b>Clause 20.5</b></p> <p>Airport Duty</p>	<p>The NAA Proposed WD provides that a pilot may be required by the Company to carry out an Airport Duty. However, the Company will implement a process for pilots to elect not to be rostered Airport Duties.</p> <p>The maximum rostered duration of an Airport Duty shall be 4 hours and an Airport Duty can be rostered a maximum of 4 times in a roster period. A pilot is entitled to an Additional Hourly Payment for the Airport Duty for the period from the commencement of the Airport Duty to the later of the end of the Airport Duty or Flight Duty Period sign off time at the pilot's home base.</p>	<p>All employees to be covered by the NAA Proposed WD.</p>

Clause in NAA Proposed WD	Description	Employees affected
<b>Clause 20.6</b>  Assignment from Reserve	Unless otherwise agreed, pilots on a single reserve period can only be assigned a single duty period that will sign on and sign off at their home base (i.e. no duty involving a layover will be assigned without agreement). Pilots on consecutive days of reserve can be assigned duties over multiple days, including overnights away from home base.	All employees to be covered by the NAA Proposed WD.
<b>Clause 20.8.5</b>  Sign on from Reserve	A pilot on a reserve period must be given a minimum of 90 minutes notice to sign on for a duty that is to commence before 0800 or a minimum of 120 minutes notice to sign on for a duty that is to commence at or after 0800.	All employees to be covered by the NAA Proposed WD.



**Table 3**

Table 3 below sets out the terms and conditions of the proposed *Network Aviation Pilots Workplace Determination 2024* that are **less beneficial** than equivalent terms and conditions in the *Air Pilots Award 2020*.

Clause in NAA Proposed WD	Clause in Award	Description	Employees affected
<b>Clause 9.14</b> Suspension	Clause 19.3	This clause allows the Company to not pay an employee their salary during period of suspension where the allegations are ultimately substantiated. Clause 19.3 of the Award only allows suspension on minimum salary for a period not exceeding 28 days. There is no ability to refrain from making a payment.	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.15</b> Deductions from pay	None.	This clause contains parameters under which the Company may deduct monies in the event of an overpayment of wages (notwithstanding it must nevertheless be with the agreement of the pilot and in accordance with the FW Act), whereas the Award does not expressly allow for deduction of monies. However, the Act does contemplate deductions being authorised by an enterprise agreement.	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.24</b> Change of classification	Clause 12	While the clause in the NAA Proposed WD is substantially similar to the clause in the Award, the clause in the NAA Proposed WD does not provide for payment at higher rates for 12 months where a pilot has worked more than 90 days as appears in the Award.	All employees to be covered by the NAA Proposed WD.
<b>Clause 9.27.6</b> Accommodation and meal allowance	Clause B.4.4	The layover allowance under the Award is \$27.97 per layover whereas the layover allowance under the NAA Proposed WD is \$22.77 per night. However, under the NAA Proposed WD, the pilot is also reimbursed for all costs necessarily incurred in relation to accommodation and meals.	All employees to be covered by the NAA Proposed WD.

Clause in NAA Proposed WD	Clause in Award	Description	Employees affected
<b>Clause 13</b>  Personal leave: sick leave and carer's leave	Clause 25	This clause is, in effect, substantially similar to the Award except that the Award provides for the covering of accommodation and transport home where an employee becomes ill while on duty away from home base.	All employees to be covered by the NAA Proposed WD.

**Table 4**

Table 4 below sets out the terms and conditions of the *Air Pilots Award 2020* that are **not conferred** by the proposed *Network Aviation Pilots Workplace Determination 2024*.

Clause in Award	Description	Employees affected
<b>Clause 9</b>  Part-time employees	<p>This clause includes a requirement that an employer roster a part-time employee for a minimum of 2 consecutive flying hours.</p> <p>The NAA Proposed WD does not provide for the same minimum engagement. However, in practice, there are no current part-time employees, and in any event no employee is currently rostered for less than 2 consecutive flying hours.</p>	Part-time employees
<b>Schedule B.4.6</b>  Pilot secures own accommodation and meals	<p>This clause provides that a pilot may elect to be responsible for securing their own accommodation and meals on any layover, in which case they will be paid an allowance of \$178.09.</p> <p>The NAA Proposed WD does not provide employees with this option, and instead arranges accommodation and meals (plus applicable allowances) in accordance with the NAA Proposed WD.</p>	All employees covered by the NAA Proposed WD.
<b>Schedule B.4.7</b>  Duty travel	<p>This clause provides for payment of transport to and from the airport, accommodation and meals where a pilot, their spouse or de facto partner and/or dependent children under 21 years of age are travelling at the direction of the employer and off-loaded overnight. This is conferred by the Company by policy.</p>	All employees covered by the NAA Proposed WD.

Note: the following provisions are considered neutral for the purposes of the BOOT:

- *Clause 13.6 – Training bonds- pilots of the Award and clause 9.16 – Return of service of the NAA Proposed WD*
- *Clause 33.1 - Notice of termination or payment instead of notice by the employer of the Award and clause 9.6 – Probationary Periods of the NAA Proposed WD*
- *Clause 33.3 - Notice of termination by an employee of the Award and clause 9.7 – Termination of employment – by employee of the NAA Proposed WD*

## ANNEXURE B: PAY RATES COMPARISON SUMMARY

F100/E190	F100/E190
Air Pilots Award Rates	Network Aviation Proposed Workplace Determination Rates

			Commencement	15/10/2025	15/10/2026	Difference to MA on Commencement	Buffer to MA on Commencement	
<b>Captain</b>								
Minimum Salary	\$	160,853	Captain - Commence	\$204,420.08	\$210,552.69	\$216,869.27	\$14,028.39	7.4%
ATPL [A1.3.b]	\$	6,238.17	Captain - 3-year	\$210,552.69	\$216,869.27	\$223,375.35	\$20,161.00	10.6%
Turbo jet aircraft [B.7.1.b]	\$	13,219.97	Captain - 5-year	\$216,869.27	\$223,375.35	\$230,076.61	\$26,477.58	13.9%
Instrument Rating [B.7.1.d]	\$	7,560.17	Captain - 7-year	\$223,375.35	\$230,076.61	\$236,978.90	\$32,983.66	17.3%
<b>Total</b>	\$	187,871.31	Captain - 10-year	\$230,076.61	\$236,978.90	\$244,088.27	\$39,684.92	20.8%
<b>Annual Leave Loading</b>	\$	2,520						
<b>Grand Total</b>	\$	190,391.69						

			Commencement	15/10/2025	15/10/2026	Difference to MA on Commencement	Buffer to MA on Commencement	
<b>First Officer - All types</b>								
Minimum Salary	\$	106,222	First Officer - Commence	\$133,155.07	\$137,149.72	\$141,264.21	\$9,138.20	7.4%
Turbo jet aircraft [B.7.1.b and B.7.1.c]	\$	8,592.98	First Officer - 3-year	\$137,149.72	\$141,264.21	\$145,502.14	\$13,132.85	10.6%
Instrument Rating [B.7.1.d]	\$	7,560.17	First Officer - 5-year	\$141,264.21	\$145,502.14	\$149,867.20	\$17,247.34	13.9%
<b>Total</b>	\$	122,375.15						
<b>Annual Leave Loading</b>	\$	1,641.72	Entry-level FOs	\$125,812.26	\$129,586.62	\$133,474.22	\$1,795.39	1.4%
<b>Grand Total</b>	\$	124,016.87						

A319/A320	A319/A320
Air Pilots Award Rates	Network Aviation Proposed Workplace Determination Rates

			Commencement	15/10/2025	15/10/2026	Difference to MA on Commencement	Buffer to MA on Commencement	
<b>Captain - A320</b>								
Minimum Salary [A320]	\$	168,634	Captain - Commence	\$225,234.86	\$231,991.91	\$238,951.66	\$26,957.79	13.6%
ATPL	\$	6,238.17	Captain - 3-year	\$231,991.91	\$238,951.66	\$246,120.21	\$33,714.84	17.0%
Turbo jet aircraft [B.7.1.b]	\$	13,219.97	Captain - 5-year	\$238,951.66	\$246,120.21	\$253,503.82	\$40,674.59	20.5%
Instrument Rating [B.7.1.d]	\$	7,560.17	Captain - 7-year	\$246,120.21	\$253,503.82	\$261,108.94	\$47,843.14	24.1%
<b>Total</b>	\$	<b>195,652.31</b>	Captain - 10-year	\$253,503.82	\$261,108.94	\$268,942.20	\$55,226.75	27.9%
<b>Annual Leave Loading</b>	\$	<b>2,624.77</b>						
<b>Grand Total</b>	\$	<b>198,277.07</b>						

			Commencement	15/10/2025	15/10/2026	Difference to MA on Commencement	Buffer to MA on Commencement	
<b>First Officer - A320</b>								
Minimum Salary [A320]	\$	111,060	First Officer - Commence	\$145,965.47	\$150,344.43	\$154,854.76	\$17,045.70	13.2%
Turbo jet aircraft [B.7.1.b and B.7.1.c]	\$	8,592.98	First Officer - 3-year	\$150,344.43	\$154,854.76	\$159,500.41	\$21,424.66	16.6%
Instrument Rating [B.7.1.d]	\$	7,560.17	First Officer - 5-year	\$154,854.76	\$159,500.41	\$164,285.42	\$25,934.99	20.1%
<b>Total</b>	\$	127,213.15	First Officer - 7-year	\$159,500.41	\$164,285.42	\$169,213.98	\$30,580.64	23.7%
<b>Annual Leave Loading</b>	\$	1,706.62						
<b>Grand Total</b>	\$	128,919.77	Entry-level FOs	\$130,704.14	\$134,625.26	\$138,664.02	\$1,784.37	1.4%

## IN THE FAIR WORK COMMISSION

**Matter No.:** B2024/91

**Applicant:** Network Aviation Pty Ltd

**Respondents:** Australian Federation of Air Pilots

Australian and International Pilots Association

Transport Workers' Union of Australia

### STATEMENT OF EVAN WAYNE BARTLETT

**Address:** C/- Network Aviation Pty Ltd, 130 Fauntleroy Avenue B2 Level 2, Perth Airport, WA 6105

**Occupation:** General Manager Flight Operations and Chief Pilot

**Date:** 5 May 2025

Document number	Details	Paragraph
1	Annexure " <b>EB-16</b> " being a report of all duty hours and reserve hours for the period 23 March 2024 to 23 March 2025.	9

I, Evan Wayne Bartlett, C/- Network Aviation Pty Ltd, 130 Fauntleroy Avenue B2 Level 2, Perth Airport in the State of Perth, state as follows:

1. I am employed by Network Aviation Pty Ltd (**Network Aviation**) in the role of General Manager Flight Operations and Chief Pilot. I am authorised to make this statement on Network Aviation's behalf.

---

Filed on behalf of: Network Aviation Pty Ltd

Address for service:

**Ashurst Australia**  
Level 11  
5 Martin Place  
SYDNEY NSW 2000

Telephone: (02) 9258 6171

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Ref: KZS 1000 186 196

Email:

kathy.srdanovic@ashurst.com  
doug.johnson@ashurst.com

2. Unless otherwise indicated, I make this statement from my own knowledge. Where any matters are not deposed to from my own knowledge, they are deposed to on the basis of information provided to me and I have set out the sources of my information and belief.

### **Background**

3. I have given five statements in these proceedings dated:
  - a. 23 February 2024;
  - b. 11 March 2024;
  - c. 17 April 2024;
  - d. 6 September 2024 (**6 September Statement**); and
  - e. 23 September 2024 (**23 September Statement**).
4. I am making this statement in response to the directions dated 14 April 2025 (as amended on 17 April 2025) (**Directions**). Where relevant, I refer to my earlier statements which set out the background informing Network Aviation's proposed workplace determination (**NAA Proposed WD**).
5. The Directions require that Network Aviation file submissions, evidence and any modelling of pay rates in respect of the 'BOOT' and its draft workplace determination with consideration being given to the judgment of the Full Court of the Federal Court in *Corporate Air Charter Pty Ltd v Australian Federal of Air Pilots* [2025] FCAFC 45.
6. I have not read the *Corporate Air* decision but I am familiar with the outcome. In particular, I understand that the Full Court found that rostered stand-by duty is paid work under the *Air Pilots Award 2020* (**Award**).

### **Improvements under the proposed workplace determination**

7. As explained in detail in my previous statements, including my statement of 6 September 2024, the NAA Proposed WD reflects substantial improvements to the terms and conditions for pilots employed by Network Aviation. In relation to the question of pilots being better off overall than under the Award, I refer to and repeat paragraphs 33 to 35 of my 6 September Statement.

### **Duty hours and reserve hours**

8. Network Aviation utilises a rostering system called iFlight. For the purpose of preparing this statement, I have caused reports to be extracted from iFlight which show all hours worked by pilots over a 12 month period from 23 March 2024 to 23 March 2025, broken down as follows:

- a. all duty hours; and
  - b. all reserve hours.
9. This source data has been collated into a spreadsheet which is annexed and marked "**EB-16**". The employee names and crew IDs have been anonymised for privacy reasons.
10. Duty hours are the hours between sign-on and sign-off in any port on any day. Under the NAA Proposed WD, all duty hours attract payment of a Duty Hour Allowance (**DHA**) (\$7.32 for a First Officer and \$11.26 for a Captain). As I say at paragraph 155 of my 6 September Statement, duties for pilots are not limited to flying duties but include other non-flying activities such as ground training, simulator (etc). The duties which translate to "duty hours" for the report generated from iFlight include flying duties as well as the following (among others):
- a. **Consolidated Learning Days (CLD):** The purpose of a CLD is to provide an opportunity for pilots in training to have time to consolidate their learning outside the training environment. A CLD is currently rostered between six to eight hours in duration. There is no requirement for a pilot to be contactable on a CLD. Pilots can spend the day at home. A CLD is treated as "duty" for the purposes of the DHA, even though there is no requirement for the pilot to "sign on" or "sign off".
  - b. **Study Days:** Study days are used to allow pilots time to facilitate self study outside of the training environment. Similar to CLDs, there is no requirement for a pilot to be contactable or to report for duty. Study days are also treated as duty for the purposes of the DHA. A study day is typically rostered for eight hours.
  - c. **Fleet Tech Days:** A Fleet Tech day is a rostered administrative/office day where a pilot is tasked with functions within the fleet technical area (for example, aircraft performance or loading). A Fleet Tech day is typically rostered for eight hours.
  - d. **Office/Admin Days:** Office and Admin days are typically rostered for pilots who are in training, leadership or project roles. Office and Admin days are typically rostered for eight hours.
  - e. **Rostered Period as Duty Pilot:** This covers periods where a duty pilot is rostered to be available to take calls from the regional operations centre or line pilots. As set out in my 6 September Statement (at paragraph 62), under Network Aviation's current schedule, the earliest time that an A320 pilot signs in is 0400, and the earliest time that an F100 pilot signs on is between 0300 and 0400. However Network Aviation typically rosters this type of duty to commence at 1200, to provide additional contingency.
  - f. **Training:** All training components (including ground training, technical ground training, simulator training and line training) are treated as duty hours.

All of these duties attract payment of the DHA under the NAA Proposed WD.

11. Reserve periods are defined as a period of time in which a pilot must be available and contactable for duty but is not performing duties. Under the NAA Proposed WD, a pilot on a reserve period must be contactable and must sign on for a duty as directed by the Company. The pilots must be given a minimum 90 minutes notice to sign on for a duty that is to commence before 0800, or 120 minutes for a duty that is to commence at or after 0800 (cl 20.8.5). For the purposes of the report generated from iFlight, reserve hours includes:
  - a. home reserve;
  - b. re-assignable reserve;
  - c. training reserves; and
  - d. simulator reserves.
12. Training reserve and simulator reserve are periods where a pilot is required to be available and contactable to attend training. However, a pilot on training or simulator reserve is not normally expected to sign on within 90 minutes. Instead, a training or simulator reserve is typically allocated the day prior. This can occur because there is not a trainer or simulator available to allocate them to (for example, due to trainer sickness). During a training or simulator reserve, the pilot is required to be contactable in the event that a trainer or simulator becomes available. In my experience at Network Aviation, pilots are infrequently recalled from training and simulator reserve. In any event, training and simulator reserves are only rostered while a pilot is undergoing training and they are not something that will persist for an extended duration.

#### **Analysis of combined duty hours and reserve hours over a 12 month period**

13. I have reviewed the total duty hours and reserve hours over a 12 month period, as set out at Annexure EB-16. No single pilot has combined total hours in excess of 1,976 hours over this period (with 1,976 hours being the maximum hours under the Award, 38 hours x 52 weeks).
14. In respect of how pilots would compare under the Network Proposed WD to the Award, I make the following observations about the NAA Proposed WD:
  - a. It is an agreed term that over 12 month period, hours of work will not exceed 1976 hours (38 hours x 52 weeks). This is at clauses 9.1.3 and 10.5.2 of the NAA Proposed WD;
  - b. It is an agreed term that the hours of work will be determined in accordance with the FRMS. This is at clause 9.1.2(c) of the NAA Proposed WD. The FRMS reflects Civil Aviation Order (**CAO 48.1**), in that it limits flight hours in a 28 day period to 100 hours, and it limits duty hours to 60 in 7 consecutive calendar days;



- c. It is an agreed term that Network Aviation may require a pilot to carry out up to seven "Reserve Periods" at the pilot's home base or temporary transfer base airport within a roster period. It is also an agreed term that the maximum duration of a Reserve Period is 12 hours. Combined, this means the maximum number of "Reserve Period" hours in a roster period will be 84 hours;
  - d. The NAA Proposed WD includes payment of a DHA for all duty hours. This is an additional payment made on top of base salary. It is not provided for in the Award;
  - e. The NAA Proposed WD also includes an additional hourly payment (AHP) for flying hours flown in excess of 59 hours per roster period, and a higher Tier 2 rate for flying hours in excess of 75 per roster period. AHP is not provided for in the Award;
  - f. Pilots may pick up additional flying and/or duty on a rostered day off. Payment for a rostered day off in the NAA Proposed WD ranges from between \$937.55 to \$2,039.88 depending on the pilot's classification, aircraft type and duty hours worked, whereas the allowance for working on a rostered day off under the Award is \$128.07 per day in addition to a substituted day off. Pilots working additional hours would also receive the DHA and likely trigger AHP.
15. I refer to paragraph 158 of my 6 September Statement. A reserve period does not count as duty under the NAA Proposed WD. However, for the purposes of comparing the position for the BOOT, if reserve hours counted as paid work for the purposes of the Award:
- a. there are no pilots whose combined total duty and reserve hours exceed 1976;
  - b. under the Award, the pilots would be paid the base salary for their classification plus any additions to minimum salary (notably the turbo jet aircraft and instrument rating for First Officers and Captains, with Captains also attracting the ATPL). No additional amount would be paid as no pilots have total hours that exceed 1976;
  - c. under the NAA Proposed WD, pilots would be paid:
    - i. their base salary, which exceeds the base salary that would be payable under the Award for all classifications;
    - ii. additional payments under the NAA Proposed WD for all duty hours. Annexure EB-16 records the average duty hours over the relevant 12 month period as 1,066.29. Even assuming all hours are paid at the DHA for First Officers, the average additional payment across the pilot cohort would be \$7,805.24;

- iii. an additional payment for all flying hours in excess of 59 per roster period (and a higher rate for hours in excess of 75). I do not have a breakdown of how many flying hours are included in the total duty hours at EB-16;
- iv. some pilots are designated a training pilot role (for example, Simulator Check Captain or Line Check Captain). Pilots appointed to such roles are paid an additional yearly allowance (on top of their base salary) and are also allocated office days, which can increase their total duty hours. I have compared the amounts paid under the NAA Proposed WD to the Award, as set out below. For the purposes of the Award, I have calculated the amount based on the relevant percentage of the A320 minimum salary under the Award (\$168,634):

	<b>NAA Proposed WD</b>	<b>Award</b>
Simulator Check Captain (including Examiners and Accreditors)	\$49,000	8% minimum salary \$13,490.72
Line Check Captain	\$45,500	8% minimum salary \$13,490.72
Line Training Instructor	\$35,000	6% minimum salary \$10,118.04
Simulator Instructor	\$23,920	6% minimum salary \$10,118.04

- 16. In the above comparison I have not accounted for the range of additional payments which are paid under the NAA Proposed WD which are not provided for under the Award (or which are less beneficial under the Award).
- 17. Based on my analysis, it is evident all pilots are better off under the NAA Proposed WD than they would be under the Award.

Signed:




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Evan Bartlett

Dated:

5 May 2025

# EB-16

## Duty Hours and Reserve Hours Report - 23 March 2024 to 23 March 2025

Crew Name	Fleet	Rank	Total Duty Hrs	Total Res Hrs	Total Hrs
Pilot 1	NAFC-A3	FO	292.13	0.00	292.13
Pilot 2	NAFC-A3	FO	340.92	0.00	340.92
Pilot 3	NAFC-F1	FO	334.97	23.75	358.72
Pilot 4	NAFC-A3	FO	358.55	11.75	370.30
Pilot 5	NAFC-F1	FO	334.97	37.67	372.63
Pilot 6	NAFC-A3	FO	290.03	104.00	394.03
Pilot 7	NAFC-A3	FO	395.50	25.58	421.08
Pilot 8	NAFC-F1	FO	435.10	34.00	469.10
Pilot 9	NAFC-F1	FO	448.87	25.00	473.87
Pilot 10	NAFC-F1	FO	442.37	34.00	476.37
Pilot 11	NAFC-F1	FO	430.67	48.00	478.67
Pilot 12	NAFC-F1	FO	428.33	57.42	485.75
Pilot 13	NAFC-F1	FO	486.22	0.00	486.22
Pilot 14	NAFC-F1	CPT	495.75	66.25	562.00
Pilot 15	NAFC-A3	FO	474.42	132.00	606.42
Pilot 16	NAFC-A3	FO	473.07	138.00	611.07
Pilot 17	NAFC-A3	FO	564.62	49.83	614.45
Pilot 18	NAFC-A3	FO	548.08	92.33	640.42
Pilot 19	NAFC-A3	FO	663.42	39.50	702.92
Pilot 20	NAFC-A3	FO	636.82	68.67	705.48
Pilot 21	NAFC-A3	FO	619.78	96.42	716.20
Pilot 22	NAFC-A3	FO	637.05	113.00	750.05
Pilot 23	NAFC-A3	FO	665.17	94.50	759.67
Pilot 24	NAFC-A3	FO	739.77	36.42	776.18
Pilot 25	NAFC-A3	FO	721.62	57.50	779.12
Pilot 26	NAFC-A3	FO	751.00	36.75	787.75
Pilot 27	NAFC-A3	FO	759.10	40.83	799.93
Pilot 28	NAFC-F1	FO	707.27	98.75	806.02
Pilot 29	NAFC-A3	CPT	683.03	143.67	826.70
Pilot 30	NAFC-F1	FO	781.23	47.83	829.07
Pilot 31	NAFC-F1	FO	735.40	101.17	836.57
Pilot 32	NAFC-F1	FO	749.37	88.08	837.45
Pilot 33	NAFC-A3	CPT	600.73	246.67	847.40
Pilot 34	NAFC-A3	FO	802.77	101.50	904.27
Pilot 35	NAFC-A3	FO	852.88	75.75	928.63
Pilot 36	NAFC-A3	FO	716.38	220.00	936.38
Pilot 37	NAFC-A3	FO	817.47	124.58	942.05
Pilot 38	NAFC-A3	CPT	683.95	266.75	950.70
Pilot 39	NAFC-A3	FO	833.45	121.08	954.53
Pilot 40	NAFC-F1	CPT	777.83	183.75	961.58
Pilot 41	NAFC-A3	FO	839.35	149.08	988.43
Pilot 42	NAFC-F1	FO	845.98	174.67	1020.65
Pilot 43	NAFC-F1	CPT	732.40	312.00	1044.40
Pilot 44	NAFC-A3	FO	746.12	305.67	1051.78
Pilot 45	NAFC-A3	CPT	833.37	234.83	1068.20
Pilot 46	NAFC-A3	CPT	827.57	248.00	1075.57

Pilot 47	NAFC-F1	FO	856.23	228.17	1084.40
Pilot 48	NAFC-F1	FO	860.93	244.25	1105.18
Pilot 49	NAFC-F1	CPT	952.98	153.50	1106.48
Pilot 50	NAFC-A3	FO	770.33	347.42	1117.75
Pilot 51	NAFC-F1	CPT	822.92	295.17	1118.08
Pilot 52	NAFC-A3	CPT	929.95	188.83	1118.78
Pilot 53	NAFC-F1	CPT	1039.05	83.33	1122.38
Pilot 54	NAFC-F1	CPT	863.15	265.92	1129.07
Pilot 55	NAFC-A3	CPT	711.52	442.92	1154.43
Pilot 56	NAFC-A3	CPT	1107.42	63.07	1170.48
Pilot 57	NAFC-A3	FO	834.32	352.50	1186.82
Pilot 58	NAFC-A3	FO	938.87	248.50	1187.37
Pilot 59	NAFC-A3	CPT	879.22	309.58	1188.80
Pilot 60	NAFC-F1	FO	807.33	384.75	1192.08
Pilot 61	NAFC-A3	FO	843.00	349.50	1192.50
Pilot 62	NAFC-A3	FO	817.75	377.92	1195.67
Pilot 63	NAFC-F1	FO	901.97	299.42	1201.38
Pilot 64	NAFC-F1	CPT	869.72	332.92	1202.63
Pilot 65	NAFC-F1	CPT	1139.43	68.58	1208.02
Pilot 66	NAFC-F1	FO	818.27	391.33	1209.60
Pilot 67	NAFC-A3	CPT	920.25	294.25	1214.50
Pilot 68	NAFC-A3	CPT	998.23	227.67	1225.90
Pilot 69	NAFC-A3	CPT	911.80	315.58	1227.38
Pilot 70	NAFC-F1	CPT	1136.42	91.92	1228.33
Pilot 71	NAFC-A3	CPT	1088.25	146.50	1234.75
Pilot 72	NAFC-A3	CPT	1147.43	96.92	1244.35
Pilot 73	NAFC-A3	CPT	981.83	273.42	1255.25
Pilot 74	NAFC-A3	FO	957.23	299.50	1256.73
Pilot 75	NAFC-A3	FO	902.23	357.25	1259.48
Pilot 76	NAFC-A3	CPT	1023.73	235.83	1259.57
Pilot 77	NAFC-A3	CPT	1166.17	95.75	1261.92
Pilot 78	NAFC-F1	CPT	1038.70	225.00	1263.70
Pilot 79	NAFC-F1	FO	787.05	480.58	1267.63
Pilot 80	NAFC-A3	CPT	1038.52	233.42	1271.93
Pilot 81	NAFC-F1	CPT	1030.20	247.25	1277.45
Pilot 82	NAFC-A3	CPT	912.68	369.92	1282.60
Pilot 83	NAFC-A3	CPT	975.17	318.42	1293.58
Pilot 84	NAFC-A3	CPT	1136.68	166.25	1302.93
Pilot 85	NAFC-A3	CPT	925.88	378.58	1304.47
Pilot 86	NAFC-A3	FO	1007.30	299.42	1306.72
Pilot 87	NAFC-A3	CPT	1065.23	244.67	1309.90
Pilot 88	NAFC-A3	CPT	1072.87	243.08	1315.95
Pilot 89	NAFC-A3	FO	1022.42	303.50	1325.92
Pilot 90	NAFC-A3	CPT	1046.43	285.92	1332.35
Pilot 91	NAFC-A3	CPT	1005.57	327.58	1333.15
Pilot 92	NAFC-A3	FO	1064.57	272.17	1336.73
Pilot 93	NAFC-A3	FO	1154.67	182.33	1337.00
Pilot 94	NAFC-A3	FO	1001.93	335.25	1337.18

Pilot 95	NAFC-A3	CPT	1039.57	304.58	1344.15
Pilot 96	NAFC-F1	FO	918.78	429.42	1348.20
Pilot 97	NAFC-F1	FO	978.27	375.25	1353.52
Pilot 98	NAFC-A3	FO	979.32	380.50	1359.82
Pilot 99	NAFC-A3	CPT	1044.25	317.33	1361.58
Pilot 100	NAFC-A3	CPT	1008.98	354.08	1363.07
Pilot 101	NAFC-A3	CPT	1258.08	106.83	1364.92
Pilot 102	NAFC-F1	FO	882.65	482.58	1365.23
Pilot 103	NAFC-A3	FO	1007.20	358.25	1365.45
Pilot 104	NAFC-A3	CPT	1044.10	321.92	1366.02
Pilot 105	NAFC-A3	CPT	1179.08	189.75	1368.83
Pilot 106	NAFC-A3	CPT	1118.93	250.92	1369.85
Pilot 107	NAFC-F1	FO	1187.05	187.25	1374.30
Pilot 108	NAFC-A3	FO	1041.77	335.83	1377.60
Pilot 109	NAFC-F1	FO	1020.80	361.25	1382.05
Pilot 110	NAFC-F1	FO	892.88	492.42	1385.30
Pilot 111	NAFC-F1	CPT	1178.88	207.50	1386.38
Pilot 112	NAFC-A3	FO	1074.63	314.00	1388.63
Pilot 113	NAFC-A3	FO	969.80	419.33	1389.13
Pilot 114	NAFC-F1	CPT	1013.67	378.92	1392.58
Pilot 115	NAFC-A3	FO	1139.72	258.17	1397.88
Pilot 116	NAFC-A3	FO	1045.68	353.42	1399.10
Pilot 117	NAFC-F1	CPT	1051.63	347.67	1399.30
Pilot 118	NAFC-A3	FO	1073.68	328.83	1402.52
Pilot 119	NAFC-F1	FO	1037.93	365.67	1403.60
Pilot 120	NAFC-A3	CPT	1078.75	326.08	1404.83
Pilot 121	NAFC-A3	CPT	1256.30	154.42	1410.72
Pilot 122	NAFC-A3	FO	1146.17	265.67	1411.83
Pilot 123	NAFC-A3	CPT	1107.15	305.08	1412.23
Pilot 124	NAFC-F1	CPT	1127.53	289.08	1416.62
Pilot 125	NAFC-F1	CPT	1305.90	113.00	1418.90
Pilot 126	NAFC-A3	CPT	1349.17	73.42	1422.58
Pilot 127	NAFC-F1	CPT	1055.08	368.33	1423.42
Pilot 128	NAFC-A3	FO	1074.70	349.50	1424.20
Pilot 129	NAFC-A3	FO	1043.58	381.75	1425.33
Pilot 130	NAFC-A3	FO	1129.45	299.25	1428.70
Pilot 131	NAFC-A3	CPT	1284.85	144.00	1428.85
Pilot 132	NAFC-A3	FO	1160.05	270.50	1430.55
Pilot 133	NAFC-F1	CPT	1317.62	113.33	1430.95
Pilot 134	NAFC-F1	CPT	1324.75	106.33	1431.08
Pilot 135	NAFC-A3	FO	1176.05	255.42	1431.47
Pilot 136	NAFC-A3	CPT	1101.08	331.25	1432.33
Pilot 137	NAFC-A3	CPT	1087.72	346.00	1433.72
Pilot 138	NAFC-A3	FO	1153.38	280.73	1434.12
Pilot 139	NAFC-A3	CPT	1107.03	327.75	1434.78
Pilot 140	NAFC-F1	CPT	1106.60	330.17	1436.77
Pilot 141	NAFC-A3	CPT	1077.37	363.42	1440.78
Pilot 142	NAFC-A3	CPT	1129.38	312.48	1441.87

Pilot 143	NAFC-F1	FO	1122.80	319.75	1442.55
Pilot 144	NAFC-F1	FO	1110.52	332.83	1443.35
Pilot 145	NAFC-A3	CPT	1080.07	363.33	1443.40
Pilot 146	NAFC-F1	FO	967.05	481.25	1448.30
Pilot 147	NAFC-F1	FO	985.93	467.27	1453.20
Pilot 148	NAFC-A3	FO	1091.38	362.58	1453.97
Pilot 149	NAFC-F1	FO	1041.78	413.42	1455.20
Pilot 150	NAFC-A3	CPT	1395.78	60.33	1456.12
Pilot 151	NAFC-A3	CPT	1208.02	250.00	1458.02
Pilot 152	NAFC-F1	FO	1007.02	451.33	1458.35
Pilot 153	NAFC-A3	FO	1126.47	334.28	1460.75
Pilot 154	NAFC-A3	FO	1142.12	323.17	1465.28
Pilot 155	NAFC-A3	FO	1194.03	273.42	1467.45
Pilot 156	NAFC-A3	FO	1141.83	325.90	1467.73
Pilot 157	NAFC-A3	CPT	1319.02	149.33	1468.35
Pilot 158	NAFC-F1	CPT	1086.85	382.50	1469.35
Pilot 159	NAFC-A3	FO	994.23	476.58	1470.82
Pilot 160	NAFC-F1	FO	1007.85	467.50	1475.35
Pilot 161	NAFC-A3	FO	1140.77	335.08	1475.85
Pilot 162	NAFC-F1	FO	949.58	528.67	1478.25
Pilot 163	NAFC-F1	FO	1041.30	437.75	1479.05
Pilot 164	NAFC-F1	FO	1055.07	426.50	1481.57
Pilot 165	NAFC-F1	CPT	972.88	510.58	1483.47
Pilot 166	NAFC-A3	FO	1044.72	440.67	1485.38
Pilot 167	NAFC-A3	CPT	1142.53	343.70	1486.23
Pilot 168	NAFC-F1	FO	935.97	550.83	1486.80
Pilot 169	NAFC-A3	FO	1169.38	320.00	1489.38
Pilot 170	NAFC-F1	FO	1007.92	484.25	1492.17
Pilot 171	NAFC-F1	FO	970.47	522.58	1493.05
Pilot 172	NAFC-F1	FO	970.53	523.83	1494.37
Pilot 173	NAFC-A3	FO	1259.28	241.00	1500.28
Pilot 174	NAFC-F1	CPT	1148.22	352.42	1500.63
Pilot 175	NAFC-A3	CPT	1259.87	246.08	1505.95
Pilot 176	NAFC-F1	FO	941.33	566.58	1507.92
Pilot 177	NAFC-A3	CPT	1127.80	380.25	1508.05
Pilot 178	NAFC-A3	CPT	1397.65	110.83	1508.48
Pilot 179	NAFC-A3	FO	1167.23	341.67	1508.90
Pilot 180	NAFC-A3	CPT	1342.93	166.92	1509.85
Pilot 181	NAFC-A3	CPT	1184.12	327.00	1511.12
Pilot 182	NAFC-F1	CPT	1303.45	208.58	1512.03
Pilot 183	NAFC-A3	CPT	1178.67	334.83	1513.50
Pilot 184	NAFC-F1	CPT	1123.43	390.50	1513.93
Pilot 185	NAFC-F1	CPT	1127.22	387.58	1514.80
Pilot 186	NAFC-A3	FO	964.60	551.33	1515.93
Pilot 187	NAFC-F1	FO	1047.45	468.83	1516.28
Pilot 188	NAFC-F1	FO	1040.47	478.25	1518.72
Pilot 189	NAFC-F1	CPT	1213.37	306.83	1520.20
Pilot 190	NAFC-A3	CPT	1310.18	210.83	1521.02

Pilot 191	NAFC-A3	CPT	1390.42	135.50	1525.92
Pilot 192	NAFC-F1	FO	1149.63	376.33	1525.97
Pilot 193	NAFC-A3	FO	1070.42	459.17	1529.58
Pilot 194	NAFC-F1	FO	1029.30	501.00	1530.30
Pilot 195	NAFC-A3	CPT	1201.53	330.00	1531.53
Pilot 196	NAFC-A3	CPT	1228.67	303.42	1532.08
Pilot 197	NAFC-F1	CPT	1213.72	323.58	1537.30
Pilot 198	NAFC-F1	FO	1077.27	462.00	1539.27
Pilot 199	NAFC-A3	CPT	998.87	541.42	1540.28
Pilot 200	NAFC-A3	FO	1162.05	378.67	1540.72
Pilot 201	NAFC-A3	CPT	1425.75	116.00	1541.75
Pilot 202	NAFC-A3	CPT	1508.87	48.42	1557.28
Pilot 203	NAFC-F1	CPT	1219.58	340.92	1560.50
Pilot 204	NAFC-A3	CPT	1280.95	279.90	1560.85
Pilot 205	NAFC-A3	FO	1137.43	423.58	1561.02
Pilot 206	NAFC-A3	FO	1132.97	429.17	1562.13
Pilot 207	NAFC-F1	FO	1176.83	389.32	1566.15
Pilot 208	NAFC-F1	CPT	1068.32	498.42	1566.73
Pilot 209	NAFC-A3	CPT	1291.50	277.83	1569.33
Pilot 210	NAFC-A3	FO	1146.52	423.00	1569.52
Pilot 211	NAFC-F1	FO	1048.38	522.75	1571.13
Pilot 212	NAFC-A3	FO	1089.87	484.67	1574.53
Pilot 213	NAFC-A3	CPT	1291.57	287.13	1578.70
Pilot 214	NAFC-A3	CPT	1451.65	127.25	1578.90
Pilot 215	NAFC-A3	CPT	1204.61	376.42	1581.03
Pilot 216	NAFC-A3	CPT	1323.57	264.67	1588.23
Pilot 217	NAFC-A3	FO	1133.78	454.83	1588.62
Pilot 218	NAFC-A3	CPT	1439.38	149.25	1588.63
Pilot 219	NAFC-A3	CPT	1256.28	334.00	1590.28
Pilot 220	NAFC-F1	CPT	1195.73	396.08	1591.82
Pilot 221	NAFC-A3	CPT	1370.53	224.42	1594.95
Pilot 222	NAFC-F1	CPT	1361.05	237.58	1598.63
Pilot 223	NAFC-A3	CPT	1459.12	139.58	1598.70
Pilot 224	NAFC-F1	CPT	1214.77	384.83	1599.60
Pilot 225	NAFC-F1	FO	1235.85	363.92	1599.77
Pilot 226	NAFC-F1	FO	1140.28	460.25	1600.53
Pilot 227	NAFC-A3	CPT	1277.32	326.83	1604.15
Pilot 228	NAFC-A3	CPT	1201.65	409.83	1611.48
Pilot 229	NAFC-A3	CPT	1266.75	348.33	1615.08
Pilot 230	NAFC-F1	CPT	1290.27	326.83	1617.10
Pilot 231	NAFC-A3	FO	1168.98	451.17	1620.15
Pilot 232	NAFC-F1	FO	1162.32	459.33	1621.65
Pilot 233	NAFC-A3	FO	1092.13	531.50	1623.63
Pilot 234	NAFC-A3	CPT	1282.15	341.92	1624.07
Pilot 235	NAFC-F1	CPT	1145.68	478.63	1624.32
Pilot 236	NAFC-F1	FO	1181.60	446.75	1628.35
Pilot 237	NAFC-A3	FO	1121.53	511.98	1633.52
Pilot 238	NAFC-A3	CPT	1154.93	483.42	1638.35

Pilot 239	NAFC-A3	FO	1311.50	336.67	1648.17
Pilot 240	NAFC-A3	CPT	1222.28	428.00	1650.28
Pilot 241	NAFC-F1	CPT	1135.07	517.17	1652.23
Pilot 242	NAFC-F1	CPT	1208.67	448.75	1657.42
Pilot 243	NAFC-A3	CPT	1310.53	352.00	1662.53
Pilot 244	NAFC-F1	FO	1326.50	350.33	1676.83
Pilot 245	NAFC-A3	FO	1256.40	422.42	1678.82
Pilot 246	NAFC-A3	FO	1132.20	548.33	1680.53
Pilot 247	NAFC-A3	FO	1295.10	389.42	1684.52
Pilot 248	NAFC-A3	CPT	1554.37	130.50	1684.87
Pilot 249	NAFC-A3	CPT	1555.00	142.17	1697.17
Pilot 250	NAFC-A3	CPT	1203.67	496.48	1700.15
Pilot 251	NAFC-F1	CPT	1649.02	60.33	1709.35
Pilot 252	NAFC-A3	CPT	1168.60	546.58	1715.18
Pilot 253	NAFC-F1	CPT	1662.40	52.83	1715.23
Pilot 254	NAFC-A3	FO	1309.40	411.98	1721.38
Pilot 255	NAFC-A3	CPT	1153.82	568.67	1722.48
Pilot 256	NAFC-A3	CPT	1464.05	259.17	1723.22
Pilot 257	NAFC-F1	CPT	1279.60	446.08	1725.68
Pilot 258	NAFC-A3	CPT	1616.05	115.25	1731.30
Pilot 259	NAFC-F1	CPT	1322.08	410.67	1732.75
Pilot 260	NAFC-F1	CPT	1617.62	118.17	1735.78
Pilot 261	NAFC-F1	CPT	1313.68	429.00	1742.68
Pilot 262	NAFC-F1	CPT	1724.67	41.08	1765.75
Pilot 263	NAFC-A3	CPT	1760.75	14.50	1775.25
Pilot 264	NAFC-A3	FO	1630.15	145.67	1775.82
Pilot 265	NAFC-A3	FO	1786.38	0.00	1786.38
Pilot 266	NAFC-A3	CPT	1195.32	596.25	1791.57
Pilot 267	NAFC-F1	CPT	1361.50	432.75	1794.25
Pilot 268	NAFC-A3	CPT	1316.18	486.75	1802.93
Pilot 269	NAFC-F1	CPT	1645.03	166.42	1811.45
Pilot 270	NAFC-F1	CPT	1634.23	199.83	1834.07
Pilot 271	NAFC-A3	CPT	1760.02	77.08	1837.10
Pilot 272	NAFC-A3	FO	1873.85	0.00	1873.85
Pilot 273	NAFC-A3	CPT	1919.38	22.17	1941.55
Pilot 274	NAFC-A3	CPT	1949.67	15.33	1965.00

<b>Max Hrs</b>	<b>1949.67</b>	<b>596.25</b>	<b>1965.00</b>
<b>Average</b>	<b>1066.29</b>	<b>281.32</b>	<b>1347.61</b>