Virgin Australia Narrow Body Pilots Enterprise Agreement 2024

Table of Changes from the Implementation Enterprise Agreement 2021 Document

The table below outlines the **key changes** in the proposed *Virgin Australia Narrow Body Pilots Enterprise Agreement 2024* ("EA24") compared with the previous implementation conditiions of the *Virgin Australia Narrow Body Pilots Enterprise Agreement* 2021 document ("EA21).

The first column in the table below provides the proposed clause in EA24, with any underlined text representing changes from EA21. Where the clause is new we have stated this.

In the second column, we provide a summary of the change/s and in the final column the AFAP's explanation/analyis of the change.

Clause and Title – EA24	Summary of changes from Implementation EA21 Document	AFAP Explanation/Analysis
4. Duration and Implementation Arrangements 4.1 This Agreement commences at the start of the first full Roster Period occurring seven (7) days after approval by the Fair Work Commission (**Commencement Date**), subject to the following: *New clause:* (a) clause 20.2: regarding advising the distribution of peak roster periods will operate from the second year of this Agreement (i.e. from July 2025). There will be five peak roster periods between the date of the vote and the commencement of RP9 2025 as advised by Virgin Australia to the Pilots prior to the vote. (b) changes relating to the introduction of the following clauses will be implemented following the development of Virgin Australia systems required to support the change in these clauses but no later than three (3) full Roster Periods after the Commencement Date: (i) Overnight Daily Travel Allowance outlined in clause 45; (ii) International Daily Travel Allowance in clause 46.	• Virgin can roster 5 peak rosters containing 11 DDOs between RP11 this year and the commencement of RP9 2025. • ODTA and IDTA will be paid in accordance with clause 45 and 46 no later than three (3) full Roster Periods after the Commencement Date.	• As the 2024 EA will commence operation after RP9 (which is when the distribution of Peak and Off-Peak Rosters is to be advised to pilots by), the implementation arrangements confirm that there will be 5 peak rosters between RP11 this year and the commencment of RP9 2025 (RP 1-25, RP 4-25, RP 5-25, RP 7-25 and RP 8-25) • Overnight meal and incidental allowances will continue to be paid as is current practice based on meal windows and any shortfall will be pack paid in accordance with clause 24.3.
10. Employment Types 10.3 **Part Time Employment** (a) Virgin Australia will make available part-time positions to full-time permanent Pilots at a minimum of 12% of full-time equivalent (**FTE**) Pilots in each Resource Group at the Commencement Date. This percentage will increase to 15% over the life of the Agreement as soon as practicable but by no later than the following percentage by the following dates: (i) 13% - 30 June 2025; (ii) 14% - 30 June 2026; and (iii) 15% - 30 June 2027. *New clause:* (b) A Pilot can access either a PT75 or PT50 rostering arrangement under either temporary or permanent part-time. 10.5 **Permanent Part-Time** (c) A Pilot can access either a PT75 or PT50 rostering arrangement under permanent part-time. Where a Pilot accesses PT50, they	• The additional 3% of part time positions will now be made available as Temporary Part Time (TPT) resulting in TPT availability increasing from the current 8% as follows: - 9% - 30 June 2025; - 10% - 30 June 2026; - 11% - 30 June 2027. • Pilots accessing TPT for lifestyle reasons can apply for PT50 or PT75.	• The access to part-time arrangements is essentially as per the EA21 with the exception that under EA24 the total part time availability will increase from 12% to 15% over the life of the Agreement and any unused PPT positions (4%) will be reallocated to be used a TPT in the same resource group.

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are permitted to select a four (4) weeks on, four (4) weeks off arrangement (**FOFO**). These four (4) week blocks will be split across Roster Periods. Virgin Australia may determine which are the fixed four (4) weeks on and four (4) weeks off and notify the Pilot in writing prior to the commencement of the arrangement. For clarity, a Pilot who is on a permanent part-time arrangement prior to the Commencement Date and meets the eligibility requirements of this clause may also access FO-FO.	• Permanent Part Time (PPT) will remain at 4% over the life of the EA. • PPT is no longer available as a Transition to Retirement Scheme for pilots 55 years of age or older only • Eligibility for PPT will remain as per the 2021EA – that is, PPT will be Awarded on the basis of position on the GDOJ List, subject to priority being given to Pilots who are over the age of 55 transitioning to retirement. • FOFO will replace RORO arrangements for PPT pilots.	
New clause. **11. Flexi-Line** Refer EA24 for entire clause.	• Eligible pilots have access to more predictable rostering arrangements on a full-time or part-time basis: o Able to nominate to be rostered up to 8 fixed DDOs per Roster Period; and/or o Limited Overnights per Roster Period (max total of 4 nights away per RP) • Duration up to 26RPs – with periodic review. • Virgin may deny request on reasonable business grounds, but must set out in writing what these are and provide alternate option.	• To be eligible a pilot must have at least 12 months continuous service with Virgin Australia at the time of applying and meet the criteria in section 65 – Requests for Flexible Working Arrangements of the Fair Work Act. • Section 65 of the Fair Work Act is outlined in clause 10.4 (c), (i) to (vii) of the Agreement.
15. Hours of Work *New clause:* 15.2 A Pilot's maximum hours of work will be in accordance with the NES, CASA legislation and exemptions, the FRMS and this Agreement. For the purposes of the NES, hours of work are averaged over a Roster Period.	• Defines a pilots' maximum hours of work being in accordance with the National Employment Standards (NES), CASA and FRMS limitations, and the Agreement. Full-time hours as per the NES are averaged over a Roster Period.	• The NES defines full-time work as 38 weekly hours, plus reasonable extra hours. • This equates to 152 duty hours averaged over a 4 week Roster Period. • The NES considers many factors when determining whether additional hours are reasonable including the needs of the workplace, the employee's personal circumstances, overtime payments, penalty rates, the usual patterns of work in the industry, an averaging arrangement, and any other relevant matter.
16. Rosters 16.3 Each roster will specify the Pilot's DDO (or any Duty agreed with a Pilot to be Assigned on a DDO pre-Roster Publish in accordance with clause 37), Offline Days, Blank Days, Duty days with Sign On/ Sign Off, Standby Duty Periods, simulator periods, checks, training, Ground Duties, other courses, any leave periods and any other matter thought relevant.	• The addition of the pre-Roster Publish Duty assignment allows for Duties to be assigned at Roster Publish working on a DDO, Blank Day or Annual Leave Day.	• The addition of these words are consistent with current DDO Buyback practice and the company's position that assigning Duties at Roster Publish in accordance with clause 37 was permissable.
16.8 At Roster Publish, where a full-time Pilot takes any leave approved in advance during a Roster Period, DDOs will be pro-rated in accordance with the following: Table 1: DDO Pro-Ration	• The DDO Pro-Ration table is as per EA18.	• The company claimed 1 less DDO in Peak RPs however the AFAP has maintained a strict pro-ration of DDO which results in the same days free of duty in both an Off-Peak and Peak RP for 14 and 21 days of leave.
18. Fatigue Risk Management System and Work Rules 18.5 Components of the FRMS structure include: *New clause:* (d) **Fatigue Review Committee (FRC)**: which consists of Company senior management representatives from the Flight Operations,	• The FRC will consist of senior management representatives.	• Union representatives are deliberately not sitting on the FRC so they remain impartial and can then assist in representing members in the Dispute Settlement Process should it be required.

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FRMS and Safety teams. The FRC monitors and reviews Pilots fatigue reports resulting from Duty removals. 18.7 FSAG, CAST and Pairing Review Pilot representatives will be provided the following for the purposes of undertaking their functions on CAST, Pairing Review and FSAG: (a) access to de-identified fatigue reports (and any associated Pilot rosters) upon request; and (b) training on the biomathematical software being operated by Virgin Australia.	• Training and greater access to fatigue reports will be provided to Union delegates.	• This will allow for Union delegates to carry out their FSAG and FRMS functions much more effectively.
New clause: **19. Fatigue** Refer EA for entire clause.	• Where a pilot removes themselves from a duty due to fatigue and submits a fatigue report they shall be daily credit protected provided the circumstances that led to fatigue were as a result of being on duty. • Fatigue events will be Operational Fatigue unless removed prior to Sign-On following one or more consecutive Days Free of Duty (excluding a single Blank Day). • The FRC may review fatigue removals and notify in writing of any decision to revert Operational Fatigue to Personal Fatigue with reasons. If a pilot disagrees with the FRC decision they may seek a review through the Dispute Settlement Process. • EA24 now expressly confirms that a pilot who is removed from a multi-day trip while away from home base will receive daily credit protection for the day following the fatigue removal as well as the day of the fatigue removal, and that any subsequent days of the multi-day pairing will be Displaced Standby. Roster Credit Protection will apply to the rostered credit hours on the subsequent days.	• The exclusion of a single blank day from this provision recognises that where a blank day is rostered to flip a pilot from a late to early duty that a fatigue removal following the blank day is most likely attributable to Operational Fatigue and is not comparable to a pilot going fatigued following one or more DDOs. • Clause 19.5 (c) clarifies how a removal on a multi-day pairing will be credit protected and handled.
20. Designated Days Off 20.1 Full-time Pilots will be Rostered 11 DDOs in six (6) Peak Roster Periods and 12 DDOs in seven (7) Off-Peak Roster Periods at Roster Publish. *New clause:* 20.2 The distribution of Peak and Off-Peak Roster Periods over 13 Roster Periods in each year (RP9 to RP8) of the Agreement will be advised to Pilots prior to the commencement of RP9. If RP9 is to be the first Peak Roster Period, then Pilots must be notified prior to the commencement of RP8. 20.3 Once advised to Pilots, the distribution of Peak and Off-Peak Roster Periods can only be changed by agreement of the AIC.	• Pilots will now be rostered 11 DDOs in 6 RPs and 12 DDOs in 7 RPS. • The Off-Peak and Peak RPs will span RP9 to RP8 and will be advised to pilots prior to RP9 at the latest, and if RP9 is to be the first Peak RP then prior to the commencement of RP8.	• The Peak and Off-Peak RPs advised by the company no later than RP9 for the 13 RP period. If not advised prior to RP8 that RP9 will be a Peak RP it is assumed to be an Off-Peak. • Pilots will receive one more day off per year under EA24 than they did under EA18 as under EA18 the minimum entitlement was 7 RPs of 11 DDOs and 6 RPs with 12 DDOs
21. Priority Days Off *New clause:* 21.2 To facilitate the increase in PDOs from four (4) to eight (8) under this Agreement, the following transitional provisions will apply: (a) on the Commencement Date, Pilots will be allocated an additional one (1) PDO for use in the Calendar Year 2024; and	• Priority Days Off will increase from 4 to 8 under EA24. However as the Commencement Date will be in the last quarter of the calendar year a pilot will be allocated an additional 1 PDO for use in calendar year 2024. • The PDO policy will be updated to include a rotating PDO system for Christmas Day commencing Chrsitmas 2025.	• The doubling of access to PDOs will be a significant improvement for pilots from 2025. • The AIC will consult on the Christmas PDO system to commence from Christmas 2025.

<table>
<tr><th>Clause and Title – EA24</th><th>Summary of changes from Implementation EA21 Document</th><th>AFAP Explanation/Analysis</th></tr>
<tr><td>(b) from 1 January 2025, Pilots will receive eight (8) PDOs for that Calendar Year.

21.9 Virgin Australia will update the PDO policy to incorporate provisions related to the allocation of Christmas Day as a PDO commencing Christmas 2025. Allocation of Christmas Day as a PDO will be on a rotating basis within each Resource Group and subject to caps contained in the PDO Policy. Processing of PDO requests for Christmas Day will occur once per year. All other conditions of the PDO Policy and this Agreement will apply to a PDO Assigned on Christmas Day.</td><td></td><td></td></tr>
<tr><td>New Clause:

22. Sign on Bonus

The following sign on bonus will be paid on the first pay day 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.

<table>
<tr><th>Type/ Classification</th><th>Rank</th><th>Amount</th></tr>
<tr><td rowspan="2">Full-time</td><td>Captain</td><td>$10,000</td></tr>
<tr><td>First Officer</td><td>$6,500</td></tr>
<tr><td rowspan="2">PT50</td><td>Captain</td><td>$5,000</td></tr>
<tr><td>First Officer</td><td>$3,250</td></tr>
<tr><td rowspan="2">PT75</td><td>Captain</td><td>$7,500</td></tr>
<tr><td>First Officer</td><td>$4,875</td></tr>
<tr><td colspan="2">Check Captain</td><td>$11,600</td></tr>
<tr><td colspan="2">Senior Training Captain</td><td>$11,300</td></tr>
<tr><td colspan="2">Training Captain</td><td>$11,000</td></tr>
<tr><td colspan="2">Training First Officer</td><td>$7,600</td></tr>
</table>
</td><td>• The sign on bonus has been offered in recognition that back pay is no longer being offered from the first pay period following the expiry of EA2021.</td><td>• The sign on bonus will go some way to compensating pilots for the increased Annual Base Salaries not commencing until 30 September 2024.</td></tr>
<tr><td>24. Annual Base Salary

24.1 From the start of the first full pay period after the Commencement Date, the following Annual Base Salary for B737 Pilots will be implemented:</td><td>• The Annual Base Salaries have increased and now include amounts rolled in for DTA and the Retention Payment which have been removed from EA24.

• The Annual Base Salaries for Check and Training Pilots have been calculated to include the additional allowances for these roles.

• Base Hourly rate amounts/table has been removed from the document as the Base Hourly rate is only applicable where any approved leave, excluding annual leave and long service leave, results in the total Credit hours the Roster Period exceeding the Credit Hour Trigger (see clause 30.2 EA24).

• However, the Base Hourly rate is now defined in the Definition</td><td>• The increased Annual Base Salaries reflect a simplified remuneration structure whereby pilots have certainty of minimum income every roster period.

• The EA24 structure has been returned to the same as EA18 where pilots are paid a higher anniual base salary with productivity rate paid for credits above the Credit Hour Trigger

• The removal of the Base Hourly Rate from the document is more consistent with the 2018 EA remuneration structure.</td></tr>
</table>

Clause and Title – EA24	Summary of changes from Implementation EA21 Document	AFAP Explanation/Analysis

Rank	Current	First full pay period after the Commencement Date	First full pay period after 1 July 2025	First full pay period after 1 July 2026
Captain	$209,300.00	$281,750.00	$290,202.50	$298,908.58
First Officer	$136,045.00	$183,137.50	$188,631.63	$194,290.57
Check Captain	$272,780.00	$326,830.00	$336,634.90	$346,733.95
Senior Training Captain	$239,300.00	$318,377.50	$327,928.83	$337,766.69
Training Captain	$234,300.00	$309,925.00	$319,222.75	$328,799.43
Training First Officer	$161,045.00	$211,312.50	$217,651.88	$224,181.43

New clause:

24.2 To avoid doubt, the Annual Base Salary in clause 24.1 Table 2: Annual Base Salary covers any replacement aircraft of similar capacity. If Virgin Australia introduces a new Narrow Body aircraft type of different capacity under this Agreement, Virgin Australia will consult and agree with the AIC on the terms and conditions applying to that new aircraft type.

24.3 **Backpay**

(a) For Pilots covered by this Agreement at the time of the back pay payment, the following payments:

(i) the Annual Base Salary; and

(ii) the payments for Credit hours in excess of the Credit Hour Trigger at the Productivity Rate, incorporating the changes to the Table 7: Credits;

will be back paid to 30 September 2024 and made on the first pay date following the first full pay period after the Commencement Date.

section of EA24 as:

For a full time Pilot, means the Pilot's annual base salary (including check or training allowances) divided by 875 hours. For a PT75 Pilot, means the Pilot's annual base salary (including check or training allowances) divided by 664.74 hours. For a PT50 Pilot, means the Pilot's annual base salary (including check or training allowances) divided by 454.48 hours.

- The Base Hourly Rates for each classification are the same irrespective of whether a pilot is full time, PT75 or PT50 and are as follows:

Rank	First full pay period after the Commencement Date	First full pay period after 1 July 2025	First full pay period after 1 July 2026
Captain	$322.00	$331.66	$341.61
First Officer	$209.30	$215.58	$222.05
Check Captain	$373.52	$384.73	$396.27
Senior Training Captain	$363.86	$374.78	$386.02
Training Captain	$354.20	$364.83	$375.77
Training First Officer	$241.50	$248.75	$256.21

- This is a new clause for consultation on rates if a new aircraft is added to the Narrow Body Agreement of different capcity to the B737.

- Pilots covered by the Agreement at the time of the back pay payment will be back paid Annual Base Salary and payments for Credit Hours in excess of the Credit Hour Trigger at the Productivity Rate to 30 September 2024.

- The company would not agree to place a regional jet base salary in to EA24, however did agree to the consultation with the AIC on terms and conditions should a new aircraft type be added.

- This clause ensures that if pilots vote up EA24 then the increased Annual Base Salaries and Productivity Rates will apply from 30 September 2024 (commencement of RP11) irrespective of the Commencement Date of the Agreement. This means that pilots will not be financially disadvantaged as a result of any delays in the Fair Work Commission approval process.

<table>
<tr><th>Clause and Title – EA24</th><th>Summary of changes from Implementation EA21 Document</th><th>AFAP Explanation/Analysis</th></tr>
<tr><td>(b) The following backpay payments will require systems changes and will be made within three (3) Roster Periods after the Commencement Date:
(i) ODTA; and
(ii) IDTA.
For the purposes of this clause, backpay for ODTA and IDTA will be calculated on the difference between the rates for ODTA outlined in clause 45 and for IDTA outlined in clause 46 of this Agreement, and the allowances contained in clause 40 – Overnight Meal and Incidental Allowances in the 2021 Agreement.

(d) For the purposes of backpay calculations, and consistent with Offline Days being Rostered as a DDO prior to the Commencement Date, Offline Days will attract 0 Credit from the first full Roster Period after 30 September 2024 until the Commencement Date.

24.5 Part-time B737 Pilots will be paid a pro-rata Annual Base Salary as follows:
Table 3: PT50 Annual Base Salary</td><td>• The switch from overnight allowances in meal windows to ODTA paid from sign on to sign off at the hourly rate has a 3 RP implementation time frame. IDTA to be paid in accordance with clause 46 also has a 3 RP implementation time frame.

• Offline Days have been rostered for the purpose of capturing back pay for part-time pilots correctly in RP11 should the agreement be voted in.</td><td>• Overnight allowances will continue to be alligned to the current meal allowance windows until ODTA and IDTA are implemented and back paid.

• After the Commencement Date Offline Days wil attract 2.39 hours credit to pro-rate the Credit Hour Trigger for PT pilots.</td></tr>
<tr><td><table>
<tr><th>Rank</th><th>Current</th><th>First full pay period after the Commencement Date</th><th>First full pay period after 1 July 2025</th><th>First full pay period after 1 July 2026</th></tr>
<tr><td>Captain</td><td>$104,650.00</td><td>$146,342.56</td><td>$150,732.84</td><td>$155,254.82</td></tr>
<tr><td>First Officer</td><td>$68,022.50</td><td>$95,122.66</td><td>$97,976.34</td><td>$100.915.63</td></tr>
<tr><td>Check Captain</td><td>$136,390.00</td><td>$169,757.37</td><td>$174,850.09</td><td>$180,095.59</td></tr>
<tr><td>Senior Training Captain</td><td>$119,650.00</td><td>$165,367.09</td><td>$170,328.11</td><td>$175,437.95</td></tr>
<tr><td>Training Captain</td><td>$117,150.00</td><td>$160,976.82</td><td>$165,806.12</td><td>$170,780.30</td></tr>
<tr><td>Training First Officer</td><td>$80,522.50</td><td>$109,756.92</td><td>$113,049.63</td><td>$116,441.12</td></tr>
</table></td><td></td><td>• With PT50 having 6 days bought back (the same as Full-Time) the base salary is now 51.94% of the Full-Time annual base salary.</td></tr>
<tr><td>Table 4: PT75 Annual Base Salary</td><td></td><td></td></tr>
<tr><td><table>
<tr><th>Rank</th><th>Current</th><th>First full pay period after the Commencement Date</th><th>First full pay period after 1 July 2025</th><th>First full pay period after 1 July 2026</th></tr>
<tr><td>Captain</td><td>$156,993.20</td><td>$214,046.28</td><td>$220,467.67</td><td>$227,081.70</td></tr>
<tr><td>First Officer</td><td>$102,045.58</td><td>$139,130.08</td><td>$143,303.98</td><td>$147,603.10</td></tr>
<tr><td>Check Captain</td><td>$204,585.00</td><td>$248,293.68</td><td>$255,742.50</td><td>$263,414.77</td></tr>
<tr><td>Senior Training Captain</td><td>$179,493.20</td><td>$241,872.30</td><td>$249,128.47</td><td>$256,602.32</td></tr>
<tr><td>Training Captain</td><td>$175,743.20</td><td>$235,450.91</td><td>$242,514.44</td><td>$249,789.87</td></tr>
<tr><td>Training First Officer</td><td>$120,795.58</td><td>$160,534.71</td><td>$165,350.75</td><td>$170,311.27</td></tr>
</table></td><td></td><td>• With PT75 having 6 days bought back (the same as Full-Time) the base salary is now 75.97% of the Full-Time annual base salary.</td></tr>
</table>

<table>
<tr><th>Clause and Title – EA24</th><th>Summary of changes from Implementation EA21 Document</th><th>AFAP Explanation/Analysis</th></tr>
<tr><td>26. Payment of Remuneration
New clause:
26.4 Pay slips and/or roster credit summaries must accurately detail any allowances, payments for Credit hours in excess of the Credit Hour Trigger and payments for working on DDOs, Blank Days, Offline Days or Annual Leave Days paid to Pilots.</td><td>• Roster Credit Summaries has been included in EA24 such that the company must provide pilots with the ability to track their credits and allowances.</td><td>• The current Roster Credit Summary will continue to be produced until system changes are made to allow either payslips or the RCS to track credit hours and allowances.</td></tr>
<tr><td>New clause:
30. Productivity Rate
The productivity rates will be as per the table below:
<table>
<tr><th>Rank</th><th>First full roster period after Commencement Date</th><th>First full roster period after 1 July 2025</th><th>First full roster period after 1 July 2026</th></tr>
<tr><td>Captain</td><td>$364.50</td><td>$375.44</td><td>$386.70</td></tr>
<tr><td>First Officer</td><td>$236.93</td><td>$244.04</td><td>$251.36</td></tr>
<tr><td>Check Captain</td><td>$422.82</td><td>$435.51</td><td>$448.57</td></tr>
<tr><td>Senior Training Captain</td><td>$411.89</td><td>$424.25</td><td>$436.97</td></tr>
<tr><td>Training Captain</td><td>$400.95</td><td>$412.98</td><td>$425.37</td></tr>
<tr><td>Training First Officer</td><td>$273.38</td><td>$281.58</td><td>$290.03</td></tr>
</table>
30.2 Approved leave, excluding annual leave and long service leave, will be paid at the Base Hourly Rate when the total Credit hours accrued for the Roster Period exceeds the Credit Hour Trigger.</td><td>• The Productivity Rates have increased based on a 13.2% uplift to the increased Base Hourly Rates.
• The Base Hourly Rate is calculated using the divisor in the definitions on the Base Annual Salary. The Pilot’s annual base salary (including check or training allowances) divided by 875 hours for a full-time pilot, divided by 664.74 hours for a PT75 pilot, and, divided by 454.48 hours for a PT50 pilot..</td><td>• The Productivity Rates have maintained the 13.2% differential above the increased Base Hourly Rates.
• Refer to AFAP explanatory document for personal leave examples above the Credit Hour Trigger.</td></tr>
<tr><td>New Clause:
31. Check and Training Allowances
31.1 The following allowances are included in the Annual Base Salary for Check and Training Pilots for the duration of their appointment:
(a) Training Pilots (Captains and First Officers) will be paid an amount of 10% of the annual base salary of a Captain;
(b) Senior Training Captains will be paid an amount of 13% of the annual base salary for a Captain; and</td><td>• Check and Training allowances are now based on an percentage allowance of the annual base salary of a Captain.</td><td>• Allowances were previously contained within clause 20 – Remuneration of EA21.</td></tr>
</table>

<table>
<tr><th>Clause and Title – EA24</th><th>Summary of changes from Implementation EA21 Document</th><th>AFAP Explanation/Analysis</th></tr>
<tr><td>(c) Check Captains will be paid an amount of 16% of the annual base salary of a Captain.</td><td></td><td></td></tr>
<tr><td colspan="2">32. Allowances
Table 8: Allowances
<table>
<tr><th>Allowance</th><th>Current</th><th>From the start of the first full roster period after the Commencement Date</th><th>From the start of the first full roster period after 1 July 2025</th><th>From the start of the first full roster period after 1 July 2026</th></tr>
<tr><td>Ad Hoc Training Allowance</td><td>$459.18</td><td>$501.69</td><td>$516.74</td><td>$532.24</td></tr>
<tr><td>Cancelled Accommodation Allowance</td><td>$80.00</td><td>$82.40</td><td>$84.87</td><td>$87.42</td></tr>
<tr><td>Cancelled Callout Allowance</td><td colspan="4">Two hours x Productivity Rate</td></tr>
<tr><td>Overnight Daily Travel allowance</td><td>Not conferred</td><td>$8.95 per hour</td><td colspan="2">Amount to be increased in accordance with the Australia Tax Office Table 3</td></tr>
</table></td><td>• Allowances in the Agreement have been consolidated to this clause. It does not include IDTA (clause 46) or Loss of Licence Insurance (clause 87)
• Ad-Hoc Training Allowance: 9.3%, then 3% annually
• Cancelleed Accommodation Allowance: 3% annually
• ODTA: ATO TD2024/3 Table 3 indexed annually</td></tr>
<tr><td colspan="2">34. Credit System
34.2 Where a Pilot accrues more than 70 Credit hours in a Peak Roster Period, or more than 65 Credit hours in an Off-Peak Roster Period (Credit Hour Trigger), they will receive payment at the Productivity Rate outlined in clause 30.1 Table 5: Productivity Rate, for every Credit hour or each pro rata Credit hour (to the second decimal point) in the Roster Period in excess of the Credit Hour Trigger.
Table 7: Credits
<table>
<tr><th>Activity performed</th><th>Credit Hours
(per activity unless otherwise stated)</th></tr>
<tr><td>Flight Time</td><td>Greater of actual or Scheduled Flight Time
Each hour of Flight Time equals 1.0 Credit pro-rated to two decimal places.</td></tr>
<tr><td>Simulator Duty – trainee (checked to line)</td><td>4.5</td></tr>
<tr><td>Simulator Duty – instructor or ground training (other than NTS/SEP instructors)</td><td>5.5</td></tr>
</table></td><td>• There is no longer a MCG system and credits above the Credit Hour Trigger are paid at the Productivity Hourly Rate
• All simulator instructors or ground training (except for SEP/NTS) accrue 5.5 credit hours</td><td>• Company introduced a number of new credits outside of EA21 as an engagment piece that are now a term of the EA24.
• All instructors in simulator or on ground now receive 5.5 credit hours (excluding NTS/SEP)
• Standby credits introduced outside of EA21, now a term of the EA24.
• SOCFOM/ STDN credits introduced as a term of the EA24 so that pilots do not lose credits (disciplinary SOC and SOC-T during Training do not accrue credits)</td></tr>
</table>

Clause and Title – EA24		Summary of changes from Implementation EA21 Document	AFAP Explanation/Analysis
Positioning	50% of the greater of the actual or Scheduled Flight Time where Positioning forms part of a Duty in which a Flying Duty or Ground Duty is performed. 50% of the greater of the actual or Scheduled Flight Time where Positioning is the only activity performed for a Duty with a minimum Credit of 2.0.	• Requirement for positioning not in Economy X window or aisle seat to accrue credits removed • Where positioning is the only activity performed for a Duty minimum credit of 2.0 hours applies	
Administration duties (including AIC, FDAP, FRMS, CAST, PRC) (ADMIN)	4.5		
Administration Duties with no Credit (ADMIN0)	Nil		
Meeting (including disciplinary process) (MTG)	Nil		
All ground training courses completed within a day	4.5 per day	• Combines SEPNTS no longer accrues doulbe credits	
Dangerous Goods (DG)	Nil		
Approved leave (annual leave, long service leave, personal (sick/carer's leave), URTI, domestic violence leave, defence force, community service leave (including jury service) and paid parental leave.	2.46 per day	• Approved Leave types defined	
Offline Days (OFFLN)	2.39 per day	• Offline Day credits from EA21 credit table adopted	
V-Learn	0.75 per Roster Period		
Standby A (SBY)	4.0 or Credits earned above 4.0 (being the greater of actual or scheduled Flight Time if called out)	• SBY – minimum of 4 hours credit applied whether used or not.	
Standby 18	0.0, or the greater of 4.0, actual or scheduled Flight Time if called out		

Clause and Title – EA24		Summary of changes from Implementation EA21 Document	AFAP Explanation/Analysis
Displaced Standby (SBYD) unless cancelled and converted to Blank Day in accordance with Appendix 1– Work Rules clause 9.1(g) and 9.1(h)	4.0 or Credits earned above 4.0 (being the greater of actual or scheduled Flight Time if called out)	• SOCFOM/STDN credit from EA21 credit table adopted.	
Designated Day Off (DDO), SOC day off (SOCDD), Leave Without Pay (LWOP) Special Circumstances Leave Without pay (SLWOP), Blank Day (BLANK), Subject to Operational Clearance (SOC) SOC-T	Nil		
Subject to Operational Clearance (SOCFOM) (management discretion), Stand Down (STDN)	4.0 per day		
New clause: **35. Duty Ratio In Guarantee (RIG)** 35.1 A Duty RIG provides Credits that accrue based on the amount of time that a Pilot spends on Duty in each FDP. 35.2 A Pilot will be paid for each FDP (or Duty as part of a Flight Duty Pairing) the greater of: (a) the actual or Scheduled Flight Time (whichever is higher) for the Operating or Positioning Sector; or (b) one (1) Credit for every two (2) hours (pro-rated) on Duty in each Duty Period of a FDP.		• Duty RIG applies from sign on to sign off in each Duty Period of a FDP at 50%.	• Engagement piece now a term of the EA24.
New clause: **36. Roster Credit Protection** Rostered (published) Credit protection will apply to guarantee a Pilot will be paid, as a minimum, the number of Credits allocated at time of Roster Publish. Rostered Credit protection applies to all Credits earnt under clause 34 Table 7: Credits at time of Roster Publish but does not apply to a reduction in Credit due to self-removal (other than for Operational Fatigue) or Trip Swap.		• Roster Credit Protection new clause.	• Engagement piece now a term of the EA24. • Roster Credit Protection total Roster Publish credit to be reduced by any self-removal (other than Operational Fatigue) or Trip Swap.
37. Working on Designated Days Off, Blank Days and Annual Leave Days *New clause:* 37.4 Where a Pilot infringes a DDO, Blank Day, Offline Day (subject to clause 25 of Appendix 2 – Part-Time Arrangements) or Annual Leave Day, they will receive the following minimum payment at the Productivity Rate:		• Infringement payments now apply where a pilot does not sign on on the Day that is infringed. • Up to 1 hour – 2 credits • 1 hour up to 2 hours – 4 credits • Over 2 hours – 5 credits	• This amendment to the Infringement provisions from the 30 June Proposal ensures that if a pilot infringes the actual DDO Calendar Day, Blank Day, Offline Day or Annual Leave day by working past 2359 the day prior (as opposed to the hours protections around a DDO) then they will receive the full minimum 5 hour payment.

Clause and Title – EA24	Summary of changes from Implementation EA21 Document	AFAP Explanation/Analysis
(a) up to and including a one (1) hour infringement – 2 hours pay; (b) more than one (1) hour and up to and including two (2) hours infringement – 4 hours pay; (c) greater than two (2) hours infringement – 5 hours pay; or (d) beyond 2359 (irrespective of the duration of the infringement) – 5 hours pay. 37.5 For the purposes of clause 37.4 above, an infringement of a DDO will be deemed to have occurred and a payment triggered if a Pilot infringes the minimum hours or Local Night associated with a Rostered DDO/s as per clause 24 of Appendix 1 – Work Rules calculated back from the Rostered Sign On time for the Duty following DDO/s. For clarity, the infringement payment will not be applicable if: (a) the Pilot removes from the relevant Duty following the infringed DDOs; and/or (b) the Pilot elects to work on a DDO within the infringed run of DDOs and that Duty resets the minimum hours associated with a Rostered DDO/s.	• However, a full minimum 5 hour draft payment will be paid to a pilot who infringes beyond 23:59 prior to a DDO, Blank Day, Offline Day or Annual Leave day irrespective of the duration of the infringement. • The infringement is deemed to have occurred at the time based on the next sign on, unless the pilot removes from the following duty via sick leave or otherwise, or works within the infringed period and resets the minimum hours.	• This is important when making the decision whether or not to extend, the infringement is deemed to have occurred and the payment triggered at the time of the decision. The company cannot subsequently cancel flights in effect removing the infringement payment.
39. Home Base *New clause:* 39.3 Should there be a base established at Western Sydney airport in the future, it will be regarded as a new and separate Home Base under this Agreement.	• New clause for clarity.	• Western Sydney Airport will not be considered “Sydney Base”.
40. Temporary Base Transfer 40.2 Unless otherwise agreed with the Pilot, the terms of any temporary re-locations will be for a minimum of six (6) consecutive days up to a maximum of 34 days. In such a case, Pilots will be provided accommodation and paid the allowances specified in clause 45 of this Agreement for the period of the transfer. A Pilot may elect to cancel accommodation and receive the allowance for each day of the temporary transfer by notifying at least seven (7) days prior to the temporary transfer. *New clause:* 40.3 Virgin Australia may provide accommodation under this clause that is different to the regular crew hotel in that port where it is more suitable for long term (e.g. a serviced apartment). The standard of accommodation for temporary transfers will be consulted with the AIC and HOTAC representatives.	• Virgin will provide accommodation during a temporary base transfer, and that a pilot may elect to cancel that accommodation and receive the allowance. • New clause on temporary base transfer accommodation that does not meet the EA24 minimum requirements.	• Clarity on current practice. • Clarity that Virgin and the AIC or pilot may approve accommodation such as serviced apartments which may be more desirable for temporary base transfers but do not meet the mandatory requirements such as 24 hour hot food room service.
43. Car Parking *New clause:* 43.2 Where car parking is not available at a training centre, and Virgin Australia does not provide transport to the training centre, Pilots will be expected to use the most cost efficient	• New clause where car parking is not available or provided at a training centre.	• The Sydney Training Centre does not have car parking available for trainees so pilots can seek reimbursment for their transport in accordance woth the Virgin Australia Expenses Policy. • The Virgin expense policy stipulates that business-related expenditure should be kept to a minimum and must be reasonable, and any expenditure incurred due to reasons of personal preference

<table>
<tr><th>Clause and Title – EA24</th><th>Summary of changes from Implementation EA21 Document</th><th>AFAP Explanation/Analysis</th></tr>
<tr><td>form of transport in accordance with the Virgin Australia Expenses Policy.</td><td></td><td>will not be reimbursed.
• The most cost efficient form of transport with no car parking being provided may be public transport, or if this is not possible the most cost efficient local carparking garage.</td></tr>
<tr><td>45. Overnight Meal and Incidental Allowances (ODTA)
45.1 Pilots will be paid allowances for overnight meal and incidental expenses where they are required to Overnight away from Home Base for work related purposes. Virgin Australia will provide an ODTA for each hour from Sign On in Home Base to actual Sign Off at Home Base (pro-rated). For clarity, ODTA is not payable for any period in which IDTA is payable.
45.2 The ODTA hourly rate will be calculated by summing the allowances in the following table and divided by 24 hours:
Table 8: ODTA
<table>
<tr><td>Breakfast</td><td>$41.10</td></tr>
<tr><td>Lunch</td><td>$58.10</td></tr>
<tr><td>Dinner</td><td>$81.30</td></tr>
<tr><td>Incidentals</td><td>$34.25</td></tr>
<tr><td>24-hour equivalent</td><td>$214.75</td></tr>
<tr><td>Hourly rate</td><td>$8.95</td></tr>
</table></td><td>• Allowances have changed from being calculated on infringing a meal window to an hourly rate calculated from ATO TD2024/3 at the highest salary bracket Table 3.</td><td>• The move from ATO TD2024/3 Table 2 to Table 3 allows for the maximum tax free allowance. This table is indexed annually by the ATO. The AFAP has a tax ruling that allows for FOs when travelling with a Captain to claim the allowance at the highest tax free amount.
• Most importantly this methodology has allowed for the implementation of IDTA at clause 46 at significantly higher tax free allowance rates.</td></tr>
<tr><td>New clause:
46. International Meal and Incidental Allowances (IDTA)
46.1 Pilots will be paid an allowance for overnight meal and incidental expenses for work related purposes where they are required to Overnight away from Home Base in an international location.
46.2 The hourly rate will be calculated by summing the allowances in the following table for the Country Cost Group and divided by 24 hours:
Table 9: IDTA
<table>
<tr><th>Cost Group</th><th>Meals</th><th>Incidentals</th><th>24-hour equivalent</th><th>Hourly rate</th></tr>
<tr><td>3</td><td>$230.00</td><td>$45.00</td><td>$275.00</td><td>$11.46</td></tr>
<tr><td>4</td><td>$290.00</td><td>$50.00</td><td>$340.00</td><td>$14.17</td></tr>
<tr><td>5</td><td>$365.00</td><td>$60.00</td><td>$425.00</td><td>$17.71</td></tr>
<tr><td>6</td><td>$415.00</td><td>$60.00</td><td>$475.00</td><td>$19.79</td></tr>
</table>
46.4 The IDTA payment will be administered as follows:</td><td>• International allowances have been introduced for all international layovers based on ATO TD 2024/3 at the highest salary bracket Table 8.</td><td>• The move to the ODTA system of allowances above has allowed for the implementation of IDTA on all international layovers. The AFAP has a tax ruling that allows for FOs when travelling with a Captain to claim the allowance at the highest tax free amount.
• The highest salary bracket in ATO TD 2024/3 has been used to maximise the tax free allowance.
• Significant increases to international allowances will be realised.</td></tr>
</table>

<table>
<tr><th>Clause and Title – EA24</th><th>Summary of changes from Implementation EA21 Document</th><th>AFAP Explanation/Analysis</th></tr>
<tr><td>(a) Table 10: Country Cost Groups
<table>
<tr><th>Country</th><th>Cost Group</th></tr>
<tr><td>Cook Islands</td><td>4</td></tr>
<tr><td>Fiji</td><td>3</td></tr>
<tr><td>Indonesia</td><td>3</td></tr>
<tr><td>Japan</td><td>5</td></tr>
<tr><td>Samoa</td><td>4</td></tr>
<tr><td>Singapore</td><td>6</td></tr>
<tr><td>Thailand</td><td>4</td></tr>
</table>
(b) The IDTA will be paid by Virgin Australia (pro-rated) from commencement of international departure (including Sign On time if it is the first Sector) to the conclusion of the international Sector (including Sign Off time if the final Sector) in the Australian port.</td><td>• IDTA paid from sign on if the first sector is the international departure, and from brakes release if following a domestic sector..</td><td></td></tr>
<tr><td>48. Unscheduled Overnight
48.1 Pilots will be reimbursed up to $200 for reasonable expenses in line with the Virgin Australia Expenses Policy for an unscheduled Overnight following the provision of relevant supporting documentation (including receipts).
48.2 An Overnight is unscheduled if Virgin Australia does not make reasonable efforts to bring the requirement to Overnight to the Pilot’s attention at least two (2) hours before Sign On for the relevant Duty. An Overnight is not unscheduled if the Pilot agrees to a Duty change that results in a non-Rostered Overnight.</td><td>• The requirement that expenses must be reasonable and in line with the Virgin expenses policy has been added.
• Agreeing to a duty change that results in an overnight that was not originally Rostered is not considered unscheduled.</td><td>• The Virgin expense policy stipulates that business-related expenditure should be kept to a minimum and must be reasonable, and any expenditure incurred due to reasons of personal preference will not be reimbursed.
• It has been long standing practice for Virgin to reject claims for boardshorts during winter in Tasmania, for example.</td></tr>
<tr><td>49. Annual Leave
New Clause:
49.3 Clause 49 – Annual Leave and Appendix 4 – Annual Leave Bidding System Leave may be amended by agreement of the AIC, including to facilitate the introduction of a Multi Ballot Annual Leave Bidding System.
49.4 Leave Slots
(b) Notwithstanding the above priorities, Virgin Australia will ensure that the number of leave slots available in each week is equivalent to no less than 10% of the Resource Group.
49.6 Compulsory Leave
New clause:
(b)(iv) Notwithstanding the above, Virgin Australia may direct a Pilot onto Compulsory Leave as part of the annual</td><td>• The Multi Ballot Annual Leave Bidding System and Appendix has been removed from EA24 as a result of retaining 10% minimum annual leave ballot slots, however the AIC may agree to arrangements to the Annual Leave provisions in the EA and Appendix 4 to facilitate the introduction of a Multi Ballot Annual Leave system during the life of EA24.
• The clause that enabled the minimum annual leave slots available each week of the annual leave ballot to be reduced to 7.5% from the commencement of an Annual Leave Multi-Ballot System has been deleted from the document. As such, the 10% minimum number of slots available in each ballot week will be retained.
• Virgin may assign Compulsory Leave within the Annual Leave Ballot.</td><td>• This clause ensures the AIC has flexibility to improve the Annual Leave Bidding System as outlined in Appendix 4 of EA24 or implement a new Annual Leave Bidding system without having to formally amend the EA.
• Virgin’s agreement to implement a Multi Ballot Annual Leave Bidding System was in return for the reduction in minumum annual leave ballot slots to 7.5% in each ballot week. As the parties have agreed to retain a minimum 10% from the current EA, the clauses relating to 7.5% minimum leave slots and the Multi Ballot Annaul Leave Appendix have been removed from EA24.
• The assignment of Compulsory Leave is discussed below in the Appendix 4 changes.</td></tr>
</table>

Clause and Title – EA24	Summary of changes from Implementation EA21 Document	AFAP Explanation/Analysis
leave ballot as outlined in **Error! Reference source not found.** –Annual Leave Bidding System. 49.7 Where a Pilot changes Resource Group the Pilot may be required to forfeit any approved leave where the leave slots are not available as Ad-Hoc Leave in the new Resource Group. This includes any approved leave that falls during periods of training and consolidation associated with a change in Resource Group. For the purposes of this clause, "Consolidation" will be regarded as the first 100 hours Flight Time post successful check to line. 49.8 Forfeited annual leave slots as a result of clause 49.7 will be returned to the vacated Resource Group. If the leave forfeited is balloted leave a Pilot will be re-credited their points if applicable in the annual leave ballot.	• Where a pilot changes Resource Group if their periods of leave are not available as Ad-Hoc they may be required to forfeit the approved leave. • Forfeited leave will be returned to Ad-Hoc leave availability and the pilots leave points re-credited.	• If a pilot is unable to keep annual leave when changing Resource Groups then the leave they forfeit must be returned to the vacated Resource Group.
54. Parental Leave 54.2 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. (c) For the purposes of receiving Company funded paid parental leave: (i) this leave must be taken within the first 12 months after the child/children's birth; and (ii) only one parent can be the Primary Caregiver of the child at any time; and (iii) paid parental leave is offset against the entitlement to unpaid parental leave in accordance with the Fair Work Act. (d) Parental leave will be paid at the Pilot's annual base salary and credited in accordance with clause 34.3 Table 7: Credits.	• Primary Caregiver paid parental leave increased from 10 to 12 weeks. • Not the Primary Caregiver paid parental leave increased from 2 to 4 weeks. • Only one parent can be the Primary Caregiver at any time and this leave must be taken within the first 12 months after the chil/children's birth. • Paid at annual base salary.	• • Parental leave will be paid at the Base Hourly Rate above the Credit Hour Trigger in accordance with clause 30.2.
59. Jury Service 59.1 **Notification of Jury Service prior to PBS Bid Close** 59.2 **Notification of Jury Service following PBS Bid Close**	• The notificaiton timeline for the way Jury Service is Rostered has been changed from Roster Publish to PBS Bid Close.	• This change has been made so that the Jury Service period is used to pro-rate DDOs within the Roster
70. Safety Investigations 70.1 A Pilot may be removed from Duty on full pay to assist with a safety investigation. Where this occurs, a Pilot will be SOC-FOM and receive Credits in accordance with clause **Error! Reference source not found.** Table 7 – Credits.	• Added reference to the new 4.0 credits that will apply.	• 4.0 credits now apply so that the impact to a pilots credit hours for the RP is minimised.
71. Subject to Operational Clearance (SOC) 71.4 Where a Pilot agrees to perform work on a SOC-DD, they will not be entitled to a payment for working on a DDO, Blank Day or	• Pilot agreeing to work on a SOC-DD will not be entitled to a draft	• Clarity only, this is current practice.

Clause and Title – EA24	Summary of changes from Implementation EA21 Document	AFAP Explanation/Analysis
Annual Leave Day payment under clause 0 for doing so, although the Pilot will be entitled to the Credits associated with that Work. *New clause:* 71.5 Where a Pilot is returning from SOC and requires retraining to return to line, training duties can be planned (including on Days Free of Duty) where necessary for operational reasons, in consultation with the Pilot and with a minimum of 48 hours' notice. Despite this clause, Virgin Australia will not plan training duties on SOC-DD if these are fixed days off under clause **Error! Reference source not found.** – Flexi-Line unless the Pilot otherwise agrees.	payment. • With 48 hours notice when being returned to work from SOC, training can be planned on SOC-DD unless they are fixed days off under clause 11.	• In the interest of returning a pilot to work training can be planned on SOC-DD with advance notice.
New Clause: **76. Failure to Maintain Training Standard** 76.1 Where a Pilot is unsuccessful in completing training (including recurrent training) or being cleared to line whether for their existing or a new position (other than a command upgrade), the Pilot is entitled to be provided with reasonable support and additional training to assist them address any deficiencies identified during the training process. 76.2 Where following reasonable additional training support the Pilot is unsuccessful in being cleared to line in their existing or new role, they will be subject to a Training Review Board. Where a Pilot returns to their previous position, they will be frozen on type for a set period determined through the Training Review Board. This period will normally be a minimum of 12 months following a check to line before the Pilot can be considered for another move to a higher rank or different aircraft type. The freeze period end date will be annotated on the GDOJ List. 76.3 Where a Pilot is unsuccessful in completing their command upgrade training, the Pilot is entitled to be provided with reasonable support and additional training to assist them address any deficiencies identified during the training process. 76.4 Where despite being provided reasonable support and additional training the Pilot is unsuccessful in being cleared to line as a Captain they will be subject to a Training Review Board. Where the Training Review Board determination is that the command upgrade training be discontinued, the Pilot will revert to their previous rank, fleet and base unless otherwise agreed with the Pilot	• Recurrent training included and the requirement for reasonable support and additional training to be provided. • Clarity on when a TRB will be conducted after unsuccessful clearance to line in the existing or new role. • Additional support and training applies to command upgrade training also. • Clarity on when a TRB will be conducted after unsuccessful clearance to line as a Captain.	• EA21 68.5, 68.6 and 68.7 moved to new standalone clause. • Clarity has been added to this clause on the support and training provided during training when a pilot fails to meet the training standard and progress to the TRB process.
80. Role of FWC or Agreed Third Party *New Clause:*	• This is a new clause.	• This clause allows for either party to engage external lawyers to represent them. This reflects standard practice in complex disputes over the application of the EA.

<table>
<tr><th>Clause and Title – EA24</th><th>Summary of changes from Implementation EA21 Document</th><th>AFAP Explanation/Analysis</th></tr>
<tr><td>80.5 During arbitration, either party may be legally represented in accordance with the provisions of the Fair Work Act.</td><td></td><td></td></tr>
<tr><td>84. Bond and Endorsement Arrangements
84.2 Following an endorsement which Virgin Australia has paid for, Virgin Australia may require that a Pilot:
(a) be frozen on the aircraft type to which they were endorsed for a minimum of 36 months from the date of successful completion of the Type Rating examination; and
84.4 Virgin Australia may require that they:
(a) be frozen on the aircraft type to which they were endorsed for a minimum of 36 months from the date of successful completion of the Type Rating examination; and
New clause:
84.8 For the purposes of this clause, a freeze preventing a Pilot from being able to change aircraft type does not preclude a change in rank on the same aircraft type or a variant or a change in Home Base.</td><td>• Freeze date aligned to Type Rating examination rather than initial simulator type and instrument rating check ride.
• Freeze date aligned to Type Rating examination rather than initial simulator type and instrument rating check ride.
• A freeze will not preclude a change in rank on the same aircraft type or variant or a change in Home Base</td><td>• Terminology updated to align to current practices.
• Terminology updated to align to current practices.
• Confirmation that a freeze will not stop a rank or base change on the same aircraft type.</td></tr>
<tr><td>87. Insurances
Table 12: Loss of Licence
(c) assistance with the provision of loss of licence insurance in accordance with the following:
<table><tr><th>Current</th><th>From 1 May 2025</th><th>From 1 May 2026</th><th>From 1 May 2027</th></tr><tr><td>$3,004.77</td><td>$3,187.76</td><td>$3,283.39</td><td>$3,381.89</td></tr></table>New clause:
(ii) Pilots who wish to receive such a reimbursement must make a claim in accordance with clause Error! Reference source not found. of this Agreement.
(vi) On termination of employment, or where a Pilot ceases to be covered by this Agreement, the reimbursement or allowance paid in this clause 87.1(c) will be pro-rated and any refund of contributions will be returned to Virgin Australia.</td><td>• Loss of licence increase and annual indexing returned to the agreement.
• Any refund of contribution due when a pilot ceases to be recovered by this agreement will be refunded to Virgin Australia.</td><td>• 6.1% increase from 1 May 2025 followed by annual indexing of 3%.
• This is current practice, the loss of licence payment is not an allowance paid to pilots but reimbursment for the provision of loss of licence insurance whilst employed under this agreement. As such any refund of contributions by the LOL Provider are paid directly to Virgin.</td></tr>
<tr><td>90. Leaving Virgin Australia
90.1 New Pilots at Virgin Australia will be subject to a six (6) month probationary period. A Pilot or Virgin Australia may terminate the Pilot’s employment at any time during the probationary period by giving two (2) week’s notice or payment in lieu of notice (or a combination of both).
90.3 Once a Pilot’s probationary period has passed (or if a Pilot has no probationary period), a Pilot or Virgin Australia may terminate</td><td>• Probationary notice period increased from 1 to 2 weeks.
• Notice period outside of probation increased from 4 to 6 weeks.</td><td>• Both Virgin and the pilot must provide these increased notice periods.</td></tr>
</table>

Clause and Title – EA24	Summary of changes from Implementation EA21 Document	AFAP Explanation/Analysis
the Pilot's employment at any time by giving six (6) weeks' notice of termination.		
94. Delegates Rights *New Clause:* 94.1 **Right of representation** 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 Fair Work Act or is assisting the Unions with enterprise bargaining; and (f) any process or procedure within this Agreement or a policy of Virgin Australia under which eligible Pilots are entitled to be represented and which concerns their industrial interests. 94.2 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, with the exception that Workplace Delegate training will be Rostered as ADMIN0.	• The is a new clause..	• This clause provides Workplace Delegates, as appointed by the Unions, the protections afforded to them under the Act and within Union rules. • This clause is required to be included under amendments to the Fair Work Act taking effect from 1 July 2024. • It sets out various rights for Workplace Delegates to represent members in the workplace.

Virgin Australia Narrow Body Pilots Enterprise Agreement 2024

Work Rules Comparison EA24 to EA21

The table below outlines the **key changes** in the proposed *Virgin Australia Narrow Body Pilots Enterprise Agreement 2024* ("EA24") compared with the current *Virgin Australia Narrow Body Pilots Enterprise Agreement 2021* ("EA21"). Under EA21, the EA18 work rules are in place because of VA's failure to implement the CAE CMS other than:

- Composite standby and flying rosters; and
- Removal of daily credit protection (note rostered credit protection has been negotiated as a term of the proposed EA24 - see clause 36)
- SSM7 conditions more restrictive than EA18.

We have noted where a more restrictive condition in the SSM7 currently applies to pilots over and above the EA18 work rules. It is important to highlight that if work rule protections are sourced from the SSM7 and not EA21 then these are able to be changed if Virgin obtain CASA approval. AIC approval is only required where the changes would result in amendments to the EA work rules.

The first column in the table below provides the proposed clause in EA24, with any underlined text representing changes from EA21. In the second column, we provide a summary of the change/s and in the final column the AFAP's explanation/analyis of the change.

APPENDIX 1 – WORKULES		
Clause and Title – EA24	**Summary of changes from EA21**	**AFAP Explanation/Analysis**
1.2 FRMS Rules *New clause:* 1.2(d) Notwithstanding the above: (i) This Agreement may contain rules pertaining to the FRMS that may differ from the FRMS rules in the SSM7; and (ii) Where this occurs, the clause that is most restrictive (when comparing the SSM7 and this Agreement) shall be applied. (e) At the Commencement Date, Virgin Australia will make available to Pilots a Work Rules document consolidating the more limiting of the FRMS Rules and the Industrial Work Rules. FRMS Rules will be displayed as Hard Industrial Rules. (f) Where the FRMS Rules change during the life of the Agreement in accordance with clause 18.2 of the Agreement, Virgin Australia will publish an updated Work Rules document consolidating the more limiting of the FRMS Rules and the Industrial Work Rules from the date the updated rules are in operation.	• New clause.	• Clarification around the operation of FRMS Rules in contrast to industrial rules • FRMS Rules represent the minimum requirements, as set out by the regulator, to which Virgin Australia and Pilots are required to comply • FRMS rules may be introduced which are more limiting than the EA work rules and tthese will apply over and above the EA requirements (for eg the hybrid FDP table in place under EA21). • Pilots having to reference the SSM7 and the EA is confusing and difficult particualrly in a day of operations environment. • The AFAP have negotiated requirements for Virgin to provide and maintain a single source document for pilots to access to have the rules in operation in one place
1.3 Industrial Work Rules *New clause:* 1.3(b) Hard Industrial Rules are those contained in this Appendix which are not bold and italicised. These cannot be varied by Virgin Australia or an individual Pilot, including any SSM7 FRMS Rules which are more limiting than the Hard Industrial Rules.	• New clause to clarify the difference between rulesets.	• The AFAP have clarified a distinction between "hard" industrial rules (which apply both at roster publish and in a live roster and cannot be waived) and "day of operations" industrial rules which apply at roster publish but can be waived by pilot agreement • Currently systems limit the ability for Virgin to waive rules as even when agreed by a pilot the system displays as a work rule breach (which requires a manual override and is prone to human error and restricted by high workload of controllers)

APPENDIX 1 – WORKULES		
Clause and Title – EA24	**Summary of changes from EA21**	**AFAP Explanation/Analysis**
(c) Industrial Day of Operations Rules are those contained in this Appendix and are indicated by bold and italicised text) Industrial Day of Operations Rules can only be varied on an ad hoc basis by consent with an individual Pilot. To facilitate a variation, Virgin Australia or an individual Pilot may request that these rules be waived, provided that the requested change does not contravene the FRMS or Hard Industrial Rules. For clarity, there is no obligation for either Virgin Australia or a Pilot to agree to a change requested by the other party.		• This change provides a basis for an updated CMS that allows for automation when pilots agree to waive these rules to facilitate duties
4. Limitations On Consecutive Early Starts 4.1 Pilots will not be Rostered to work more than five (5) Early Start Duties in any seven (7) consecutive days. For clarity, a Standby Period will not be considered an Early Start Duty. 4.3 Where a Pilot has been Rostered three (3) or more consecutive Early Start Duties the following will apply to any Duty Rostered on the fourth and/or fifth consecutive Duty day: (a) the Duty will not exceed the maximum permitted FDP minus one (1) hour for day four (4), and the maximum FDP minus two (2) hours for day five (5); ***(b) at the finish of four (4) or five (5) consecutive Early Start Duties, Pilots will have a minimum of 60 hours free of all duties.***	The defintion of Early Start has been amended: • From 0000-0800 to 0000-0759 • SBY will no longer count as an Early Start, but a Duty assigned from SBY that is an Early Start will. Changes to rules that apply on day 4/5 following 3 consecutive early starts: • Remove 4.3(b) of EA18 work rules: (b) The duty must sign off by 1500 hours at the port a Pilot is Acclimatised to or if a Pilot is in an Unknown State of Acclimatisation, local time at departure port; and • Amend min rest requirements following 4 or 5 early starts in 4.3(c) of EA18 work rules to be an industrial rule (pilots can waive) and from 62 hours to 60 hours Note 1: the EA18 FDP rules remain the same (FDP -1 hr for Day 4 and -2 hrs for day 5) however the SSM7 currently requires -2 on day 4 and -4 hrs on Day 5. Virgin may apply to CASA for approval to move away from this rule given it was to be applied to the more expansive FDP table for early duties from CAO48.1. Note 2: the faitgue protections on night duties from clauses 4.4 to 4.6 of EA18 work rules have been move to the new Back of the Clock clause in 22 of the proposed EA24 work rules	• A rostered SBY not counting an early start unless a pilot is assigned an early start duty will allow greater capacity for Virgin to assign SBY blocks. Virgin will be required it to spill day 4 and 5 early starts (which will have rostered credit protection) if it assigns a early start duty from SBYs on days 1-3 that triggers the day 4/5 protections. • Early Starts rules have been amended to remove 1500 rule and 62 rest (down to 60), which provides greater capacity for Virgin to build pairings without the need for pilots to be flipped onto lates, maintaining pilots circadian rhythm but with reduced FDPs applying on day 4/5 leading into DDOs • The AFAP believe the above changes will have minimal impact on fatigue and pilots are further protected by fatigue credit protection
8. Positioning 8.2 Notwithstanding clause 8.1 of this Appendix, Pilots may agree to position outside the FDP or Duty limitations subject to the following: (a) the Positioning Duty is undertaken immediately after the Pilot's Duty; (b) the Positioning Sector must be to the Pilot's Home Base or nominated Domicile only; and	• Deleted of EA18 work rules: ~~8.4 The AIC or its delegate will monitor operational Positioning at the pairing build stage to ensure the objective of maintaining an acceptable amount of Positioning is achieved.~~	• Added "or Duty" to allow a pilot to agree in day of operations to position following a sim or ground training outside of the 12 hour Ground Duty Limit • This clause was weasel words and served no practical benefit so it was deleted

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(c) the time spent Positioning must be added to the current FDP for the purposes of determining minimum Rest Periods. 8.4 Pilots who are Rostered a Positioning Sector in the same FDP as an Operating Sector can be required to operate that Sector. 8.5 Pilots are not however required to operate the following Positioning sectorsSectors unless they agree: ~~(a) A Positioning sector after an operating sector;~~ (a) A Positioning Sector Rostered as the only Duty for a day; or (b) A Positioning Sector before or after a Ground Duty. 8.7 Pilots can choose to cancel, in advance, Positioning Sectors that they do not wish to use by notifying Crew Tracking in accordance with the following: (a) the Pilot must submit the cancellation request no more than seven (7) days after Roster Publish and this will be actioned by Crew Tracking; or (b) where a Duty incorporating a Positioning Sector is Assigned off Standby or Displaced Standby, the Pilot may request the cancellation of the Positioning Sector within 24 hours of notification. *New clause:* 8.8 Own Way Travel (a) Where a cancellation of a Positioning Sector occurs under clause 8.7 above, Credit will accrue for the cancelled Sector and the Sector will remain on a Pilots roster annotated as Own Way Travel. A Pilot will accrue allowance payments associated with this Sector remaining on their roster provided the Pilot travels to their Home Base at a later time. (b) Where a Positioning Duty has been Rostered on a Day Off a Pilot will not be eligible for a working on a Day Off payment under clause 37 of the Agreement unless the Pilot travels on the Rostered Positioning Sector. 8.9 Domicile Travel (a) A Pilot who has moved a Positioning Sector in accordance with clause 41 – Domicile of the Agreement will accrue Credits based on the reassigned Positioning Sector. A Pilot will accrue allowance payments associated with the moved Sector but will not attract a minimum draft payment under clause 37 of the Agreement.	• Amended previous clauses 8.5 and 8.6 of EA18 work rules. • Previous clause 8.8 of EA18 work rules amended in clause 8.7: • New clauses 8.8. and 8.9:	• Amended to allow Virgin to assign pilots to operate a positioning sector which was rostered after an operating sector (note below the stregthened provisions on cancelling pax sectors). • Restrictions otherwise remain on operating positioning sectors as only duty for the day or following sim/ ground training • Firm timelines incldued in EA when pilots cancel positioning sectors • AFAP have negotiated the inclusion of clear processes around the application of credits and allowances on OWT sectors • Pilots are required to travel after their originally rostered pax sector. This was a requirement based on tax free allowances being paid. • 8.8(b) makes clear that an OWT sector cannot trigger a draft payment. A pilot who has a duty extend in day of operations and cannot complete a final sector to Home Base before DDOs can either: ○ agree to operate home that evening and trigger an infringement payment; or ○ refuse to complete the duty and pax home the next day triggering a full draft payment. • Clause 8.9 distinquishes between OWT (where a pilot arranges their own positioning to their home base at a later time) and domicile travel where a pilot moves sectors in accoordance with clause 41

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(b) A Pilot agreeing to Sign On or Sign Off in their Domicile will have any Positioning Sectors removed if applicable and no Credit or allowances will be retained based on the original Sector. A Pilot's roster may be notated as Own Way Travel for five (5) minutes to facilitate Domicile Sign On or Sign Off.		
9. Standby 9.1 **General** (c) Standby duties will be allocated as part of a Composite Flying Roster. However, Pilots will be able to nominate or bid to be Awarded a Full Standby Roster. Pilots who do not nominate for a Full Standby Roster will not be Assigned a Full Standby Roster. As far as practicable, Full Standby Rosters will be distributed evenly amongst the eligible Pilots in each Resource Group. (d) Unless otherwise agreed, Pilots will not be Assigned a Duty from a Standby (including SBY18) where the Duty results in the displacement of a subsequent Rostered Duty. (e) Unless otherwise agreed, Pilots on a single Standby Duty can only be Assigned a Duty Period that Signs On and Signs Off at Home Base (i.e. no Duty involving a layover will be Assigned without agreement by the Pilot). (f) Pilots on multiple consecutive days of Standby may be Assigned Duties over the span of Standby days, including Overnights away from Home Base. (g) A Pilot on Displaced Standby may have that Standby converted by Virgin Australia to a Blank Day where operationally viable. The Displaced Standby Period will be converted in line with the following:	New Clauses: • Definition of Full Standby rosters are in the Definition section of EA24 and is as per EA2018: *Means a Roster published with only Standby Duties. May contain Lead In Flying that extends from the previous roster, as well as Ground Duties, simulator duties (Pilot's own simulator), line checks, recurrency flying and leave.* • Definition of Composite Flying Rosterare in the Definition section of EA24 and is as per EA2018: *Means a Roster published with a combination of Standby, Flying, Blank Day, Offline Day, approved leave, simulator and/or Ground Duties. A Composite Flying Roster will be published with no more than eight (8) Standby Duties (pro-rated for part-time employment).*	• The definition of a Composite Flying Roster ensures that a Composite Flying Roster will be published with no more than eight (8) Standby Duties (pro-rated for part-time employment). This is an improvement on EA21 where there was no limit on how many standby duties could be published as part of a Composite Flying Roster. • Under EA24 Virgin may only assign a Full Standby roster to those pilots that opt in & Full Standby Roster will be distributed evenly amongst the eligible Pilots in each Resource Group. • Pilots who do not bid for a Full Standby roster can only be assigned Standby duties as part of a Composite Flying Roster. • Addiitonal protections against displacement from rostered duties when assigned from SBY. These ensure a single SBY is not rostered prior to duty days and then a pilot can have those duties spilled and assigned multi-day trips from SBY (as can occur at Jetstar and Qantas) • Rules around assigning of a Blank Day in place of DSBY added to the EA. Currently Virgin can assign Blank Days at any time prior to the DSBY (provided it is outside of a minimum Rest Periods and subject to a pilot being contactable to be advised of removal of DSBY). • By having defined rules a pilot can then know they have an additional

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(i) The Displaced Standby Period will be converted no later than 1800 Brisbane Local Time on the Calendar Day prior to the Displaced Standby Period commencing. (ii) Where a Displaced Standby is converted to a Blank Day in accordance with clause (i) above, no Credit for the Displaced Standby will accrue. (h) A Pilot on Displaced Standby may request that a Displaced Standby Period be converted to a Blank Day prior to the commencement of the Displaced Standby Period subject to resourcing requirements. 9.3 Standby18 (a) Standby 18 duties can only be Rostered in a period that would otherwise comprise Standby A and to Pilots who have opted in. A process for opt in to occur will be advised to the AIC. For clarity, Pilots who do not opt in for Standby 18 cannot be Assigned Standby 18. Pilots who do opt in for Standby 18 may be Assigned Standby A. (b) Standby 18 duties: (i) are Rostered in a Pilot's Home Base; and (ii) are Rostered for the duration of a defined Calendar Day. (c) Pilots on Standby 18 who are Assigned a Duty will Sign On and Sign Off at their Home Base. To avoid doubt, this does not prevent Virgin Australia from assigning multiple day Trips in a Standby 18 period. (d) Standby 18 duties must be Rostered to start or end with at least one DDO/Blank Day. (e) Pilots who are Rostered Standby 18 can be required to Sign On at any time during the Standby 18 Duty Period provided the Duty is Assigned (via the Crew Control System) at least 18 hours in advance and by no later than 1800 the day prior to the Duty. This notification can occur on a day off. If no Duty is Assigned by 1800 then the Pilot will no longer be required for Duty and the Standby 18 day will be treated as a Blank Day. (f) Pilots on Standby 18 are not required to accept a Duty if the Sign On for that Duty is less than 18 hours from the time it is Assigned (via the Crew Control System). (g) Pilots are encouraged to take full advantage of Virgin Australia electronic portal for self-monitoring,	• RES48 provisions replaced by SBY18 provisions:	day off the night prior and if contacted can choose whether to answer & any duty is by agreement for a draft payment. • Pilots have right to request a Blank Day which will be granted where Virgin have sufficient SBY coevrage the following day • The AFAP has negotiated changes to the RES48 system which Virgin rarely utilised as 48 hours was too much notice to capture the vast majority of uncrewed duties • SBY18 allows for 18 hours notice for a duty provided it is notified no later than 1800 the day prior. • While SBY18 is rostered in Home Base, it requires the day prior or day after is a Blank Day or DDO. This ensures a pilot can be in their domicile and have time to get to thier home base for sign-on. If no duty is assigned this means a pilot can remain/ travel to their domicile and have a Day Free of Duty. • SBY18 attracts no credit if not called, however it does trigger min 4 credits if assigned a duty.

<table>
<tr><th colspan="3">APPENDIX 1 – WORKULES</th></tr>
<tr><th>Clause and Title – EA24</th><th>Summary of changes from EA21</th><th>AFAP Explanation/Analysis</th></tr>
<tr><td>acknowledgement, and acceptance of Standby 18 duties.

(h) If necessary, Virgin Australia will contact Pilots within the 18 hour period to confirm acceptance of a Standby 18 Duty (i.e. where the Standby 18 Duty has been Assigned (via the Crew Control System) 18 hours in advance, however the Pilot has not yet acknowledged or accepted that assignment). This contact can only occur between 0800 and 2000.

(i) Where a Pilot is Assigned a Duty on a Standby 18 day, the Pilot may be subsequently displaced from the Assigned Duty in accordance with clause 19.

(j) A Standby 18 period in which a Duty is not Assigned as set out above becomes a Day Free of Duty. Pilots cannot be required to accept a Duty in a Standby 18 period if it is not 18 hours in advance. If they do accept it, they will not be entitled to an additional payment under clause 37 of the Agreement.

(k) Flight Time will accrue Credit hours.

(l) Upon request, Virgin Australia will provide a Pilot with an electronic record of the time at which Standby 18 Duties are Assigned (i.e. to ensure that a minimum of 18 hours' notice is given).</td><td></td><td></td></tr>
<tr><td>10. Maximum FDP

Table A: Acclimatised
<table><tr><th rowspan="2">Acclimatised Time of start</th><th colspan="6">Sectors</th></tr><tr><th>1</th><th>2</th><th>3</th><th>4</th><th>5</th><th>6**</th></tr><tr><td>0600 – 0759</td><td>12 ½</td><td>12 ½</td><td>11 ¾</td><td>11</td><td>10 ¼</td><td>9 ¾</td></tr><tr><td>0800 – 1259</td><td>13 ½</td><td>13 ½</td><td>12 ¾</td><td>12</td><td>11 ¼</td><td>10 ½</td></tr><tr><td>1300 – 1759</td><td>12 ½</td><td>12 ½</td><td>10 ¾</td><td>10 ¾</td><td>10 ¼</td><td>9 ¼</td></tr><tr><td>1800 – 2159</td><td>11 ½</td><td>11 ½</td><td>10</td><td>9 ½</td><td>9 ¼</td><td>8 ¼</td></tr><tr><td>2200 – 0559</td><td>10</td><td>10</td><td>9 ¾</td><td>9 ¼</td><td>9</td><td>8 ¼</td></tr></table>
Table B: Unknown State of Acclimatisation
<table><tr><th rowspan="2">Local Time Preceding Rest (hours)</th><th colspan="6">Sectors</th></tr><tr><th>1</th><th>2</th><th>3</th><th>4</th><th>5</th><th>6**</th></tr><tr><td>30 or more</td><td>12 ½</td><td>12 ¼</td><td>11 ¾</td><td>11</td><td>10 ¼</td><td>9 ½</td></tr></table></td><td>FDP table reflecting the more limiting of the SSM7 and EA18 FDP table is included in the EA

New Charter FDP table inserted for Charter Operations only

New defintion of Charter Operation:

Means flights where a customer has defined the flight's terminals and schedule, and where accommodation on the flight is not available to the public generally. For clarity this definition includes RPT Underwritten by a Charter Client performed by VA Group aircraft.

Note: An FDP is only considered a Charter Operation if all Sectors within that FDP are Charter Operations</td><td>• The Charter Operations only FDP table (10.7 Table C) differs to the main FDP table (10.5 Table A) in that it allows for Charter Operations only pairings to be carried out in accordance with CAO 48.1 - matching the FDP that most other airlines in WA are using.

• It allows VAA to capture the charter work on the B737 using acclimatised pilots both in a published roster and through standby from the Perth base. Giving certainty to these pairings through local PER crew rather than relying on interstate pilots.

<u>0500 to 0559</u>

<u>Sectors and FDP Differences</u>

1 - 1 hour 15 mins increase

2 - 1 hour increase

3 - 1 hour 15 mins increase

4 - 1 hour 15 mins increase

5 - 1 hour increase

6 - 1 hour 15 mins increase</td></tr>
</table>

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Less than 30	11 ¼	11 ¼	10 ¾	10	9 ¼	8 ¼

Table C: Acclimatised (Charter Operations only)

Acclimatised Time of start	Sectors					
	1	2	3	4	5**	6**
0500 – 0559	11 ¼	11	11	10 ½	10	9 ½

13. Rest Periods

13.8 ***A minimum of 15 hours rest prior to commencing any flight Duty in their Home Base will be available to Pilots at the roster build stage through the bidding system and will be a hard option in that system. This minimum does not apply to Rest Periods prior to or between Standby Duties, ground based duties, <u>or to Pilots under non-recurrent line training</u> (Rest Periods for simulator duties are dealt with in Part 2 of the Appendix).***

- Included that 15 hours home base rest does not apply to Pilots under non-recurrent line training

- Clarification that pilots doing line flying following a type rating in Home Base are not required to have 15 hours rest as they are linked to the Training CPTs rest requirements

14. Pilot's Discretion To Extend A Flying Duty Period

14.1 A Pilot may, at their discretion, extend an FDP beyond that permitted in clauses **Error! Reference source not found.** – Maximum FDP and **Error! Reference source not found.** – Increase in FDP and Flight Time Limits in Augmented Crew Operations, provided they are satisfied that the flight can be made safely. The extension will be calculated according to what actually happens, not on what was planned to happen. An extension of two (2) hours is the maximum permitted. Pilots will not be disciplined or otherwise subjected to any negative repercussions for failing to exercise their discretion to extend.

- Wording from EA18 retained allowing for 2 hour extensions of FDP at disrection of pilot in command

- The AFAP highlight that the SSM7 currently requires extensions only occur in "unforeseen operational circumstances" as per CAO48.1 and that a 2 hour extension is permitted only if "the extension is necessary to allow the aircraft to return to a Vigin Australia Flight Crew Base". Virgin has made application to remove these requirements from the SSM7 on the basis that it is not adopting the more productive FDPs from CAO48.1.

18. Sign-On And Sign-Off Time

Activity	Sign On	Sign Off
Flight Duty (Domestic)	60 Minutes	30 Minutes
Flight Duty (International)	90 Minutes	30 Minutes
<u>Positioning Duty prior to an International Operating</u>	<u>30 Minutes</u>	<u>N/A</u>

- New provision: Sign-On time for a Positioning Duty prior to an International Operating Sector is 30 minutes where a 90 minute connection time is Rostered

- The shorter sign-on is offset by ensuring that a connection time of 90 minutes is rostered before the International Operating Sector

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Sector (where a 90 minute connection time is Rostered)				
Positioning Duty Only	30 Minutes	30 Minutes		
Positioning Duty prior to an Operating Sector	60 Minutes	N/A		
Positioning Duty after an Operating Sector	N/A	30 Minutes		
Ground Duties	At the specified time	At the specified time		
19. Displacement For Operational Reasons 19.2(e) to comply with FRMS rules. *New clause:* 19.4 A Pilot will not be displaced for time balancing purposes associated with extra flight hours payments. 19.9 Unless the Pilot agrees otherwise, a Pilot on Displaced Standby can only be called out for a flight Duty, unless that Pilot is being returned to their original Rostered Duty. 19.14 Where a Pilot has agreed to a Duty on a DDO, Blank Day or Annual Leave Day they may only be Assigned a different Duty (whether before or after Sign On) by agreement of the Pilot. (a) Where a Pilot agrees to perform a different duty on a DDO the Pilot will be paid based on the greater of actual or scheduled flight hours performed as part of the new Duty, with a minimum of five (5) hours. (b) Where a Pilot does not agree to perform a different Duty on a DDO or Blank Day then the Pilot is paid based on the greater of actual or scheduled flight hours performed, with a minimum of five (5) hours (if the Pilot			• Reason for displacement added: • New clause 19.4 • Amended clause 19.9 (previously EA18 Work Rule 19.8): • EA18 Work Rule clause 19.12 deleted: ~~19.12 Where a Pilot is displaced from a positioning sector that is rostered as the only duty for the day, the pilot cannot be displaced onto a flying duty unless they agree.~~ • EA18 Work Rule clause 19.13 deleted: ~~19.13 Where a pilot is displaced from their rostered duty and assigned a displaced duty more than 24 hour before the original sign on time, the displaced duty will not contain a period of "time on ground" between flights of greater than 3 hours at the time of the assignment of the displaced duty.~~ • EA18 Work Rule 19.17 amended.	• Reflects requirement to remove pilots from duty in breach of FRMS • Protection against removal for time balancing • Pilot can currently only perform Flight Duty when displaced unless they agree. This exception now allows for a pilot who has a simulator duty cancelled to be re-assigned to their original duty from DSBY. • EA18 19.12 removed on basis of new clause 19.15 which ensures min 4 hours applies. We note that under clause 8 a pilot cannot operate a pax sector rostered as only duty for the day other than by agreement. Given min 4 hours applies a pilot will be likely to agree to operate for the extra credits. • EA18 19.13 not required as 3 hours time on ground limit is applied in clause 21.1. Charter Operations may be planned with between 3 & 4 hours TOG within restrictions (see below). • Clarification of current practice when a draft is cancelled • Clear application that a duty cancelled after sign-on attracts a draft payment

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has signed-on) or a cancelled call out payment if the Duty is cancelled within two (2) hours of sign on as per clause 32.4 of the Agreement. *New clause:* 19.15 Where a Pilot is Displaced from an entire Duty in accordance with clause 19.2 and given a replacement Duty that would otherwise have been a Displaced Standby, the Pilot will receive four (4) hours Credit, or the greater of actual or scheduled Flight Time for that Duty in accordance with clause 34 of the Agreement.		• Clarifies that the min 4 hours credit applies if a pilot is re-assigned to a displaced duty without having been first assigned DSBY
20. Return to Duty Following Fatigue, Personal Leave, Operational Stand Down or SOC 20.2 A Pilot who is requesting a return to line duties from Personal leave must advise Crew Tracking no later than 1800 BNE Local Time on the Calendar Day prior to the removed Duty commencing. If a Pilot notifies of fitness for Duty after this time they may be Assigned a Displaced Duty (including Displaced SBY) by agreement with Virgin Australia, otherwise they will be Assigned a Day Free of Duty.	• New clause 20.2:	• Clarification in EA of the process for return from personal leave when pilot removes from a multi-day trip
21 Extended Turnarounds 21.1 A Pilot will not be Rostered to spend more than three (3) hours without flight Duty during a turnaround in a duty period. Duty Period. 21.2 Where due to disruption Pilots are required to spend in excess of four (4) hours at an airport, Virgin Australia will, where requested by a Pilot, provide Suitable Sleeping Accommodation to ensure the Pilot will be able to complete their Duty. For Charter Operations other than under clause 21.3 below, Suitable Resting Accommodation will be provided. 21.3 For Charter Operations, a Pilot may be Rostered more than three (3) hours without a Flight Duty during a turnaround and the following will apply: (a) A Duty RIG will be paid for each FDP the greater of: (i) the actual or Scheduled Flight Time (whichever is greater) for the Operating or Positioning Sector, or (ii) one (1) Credit for every 1.55 hours (pro-rated) on Duty in each Duty Period of a Charter Operation that exceeds three (3) hours of time on ground.	• Wording inserted to cover Charter operations:	• Clarifies a hotel is provided for RPT duties if turnaround extends to more than 4 hours • For Charter an extended turnaround requires Suitable Resting Accommodation • Rules agreed through AIC that apply to Charter duties that are planned with greater than 3 hours time on ground including the 1:1.55 (65%) Duty RIG

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(b) Where Virgin Australia utilises this clause 21.3, it will ensure adequate sustenance is provided, and the following: (i) up to four (4) hours time on ground Suitable Resting Accommodation which may include access to a mine site; or (ii) greater than four (4) hours time on ground Suitable Sleeping Accommodation.		
22. Back Of The Clock Duties 22.1 A Pilot may only be Rostered a Back of Clock (BOC) Duty subject to the following limitations: (a) notwithstanding clause 4, a maximum three (3) consecutive BOC Duties and no more than four (4) BOC Duties in seven (7) days; (b) any consecutive BOC Duties will be immediately preceded by a Rest Period encompassing a Local Night. The Local Night will commence no later than 2100; (c) Pilots will be Rostered a Rest Period of no less than 30 hours following a BOC Duty into Home Base (excluding a BOC Duty that commenced in the period 0400 – 0459); (d) A Pilot may bid for consecutive BOC duties with 18 hours or less rest in Home Base; (e) Following a BOC Duty into a layover port (excluding a BOC Duty that commenced in the period 0400 – 0459), Pilots will be Rostered a Rest Period of: (i) less than 18 hours; or (ii) 30 hours or more. (f) Subject to clause 22.1(b) above, other than for Charter Operations under clause 22.2 below, BOC Duties may only be Rostered with the following limitations: (i) maximum two (2) Sectors total; (ii) maximum one (1) Sector longer than 180 minutes Flight Time; and (iii) if the first Sector is longer than 180 minutes Flight Time, the second Sector cannot be an operating Sector, and is limited to a Positioning Sector of 120 minutes Flight Time (unless otherwise agreed by the Pilot).	• New definition of BOC and updated clause incorporating previous Late Night Operations (EA18 clause 22) rules and night duties provisions (EA18 4.4-4.6) with amendments underlined. • Definition: *Means any Flight Duty Period that touches the time period 0046 – 0459 Acclimatised Time. If the Pilot is in an Unknown State of Acclimatisation, local time (at departure port) will be used to determine whether an operation is considered to be a BOC Duty.*	• The definition of BOC duty has removed the concept of "LNO sector" and instead is more clearly any Duty that touches the time period of 0046 to 0459. • This will capture duties where currently if the first sector was on chocks at 0030 then it was not a LNO sector and the subsequent sector was not considered a LNO • Limits on number of BOC duties per week and rules on consecutive BOC duties retain as per EA18 • Additional rest (18/30 hour rule) retained as per EA18 (note the LNO definition under EA18 applied only to duties signing on at 0359 or earlier) • BOC rule introduced that permits two sectors operating (under EA18 if first sector was a LNO then second sector was only allowed to be a positioning sector • Limits on sector length so pilots cannot operate return BOC trans-con or other long sectors • First sector must be under 3 hours, allowing a "short" followed by a long BOC sector but not the reverse

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(g) Consecutive BOC Duties may only be broken by a period encompassing at least two (2) Local Nights free from these duties. This period can include a Duty that is not an Early Start Duty, or BOC Duty. 22.2 The following restrictions will apply to Charter Operation FDPs that sign on between 0400-0459 that contain more than two (2) Sectors: (a) only one (1) Charter Operation FDP with a sign on time between 0400-0459 that contains more than two (2) Sectors may be Rostered in a seven (7) day period; and (b) the Rest Period preceding the FDP must be a minimum of 15 hours.		• Clearer definition of "consecutive BOC" duties and how these duties are broken • Agreed Charter Operation BOC rules that included the enhanced rest provisions proposed by AFAP FSAG representatives and agreed in FSAG Governance
23. Callout *New Clause:* *23.6 The following order of priority will be used to callout Pilots to work on DDOs, Blank Day, Offline or Annual Leave Days:* *(a) Pilots who have nominated to work on a DDO, Blank Day or Offline Day through relevant Virgin Australia systems and tools in the following order:* *(i) Full-Time Pilots and Check & Training Pilots for duties in their own rank;* *(ii) Part-Time Pilots and Part-Time Check & Training Pilots for duties in their own rank;* *(iii) Full time Check and training pilots for duties of another rank (RHS);* *(iv) Part Time Check and Training Pilots for duties of another rank (RHS);* *(b) Pilots on a DDO, Blank Day or Offline Day:* *(v) Full-Time Pilots and Full-Time Check & Training Pilots for duties in their own rank;* *(vi) Part-Time Pilots and Part-Time Check & Training Pilots for duties in their own rank;* *(vii) Full time Check and training pilots for duties of another rank (RHS);*	• There was no order of callout provisions in EA21 this was only through internal crewing SOPs rather than the EA	• The order of Callout ensures that there is greater fairness in the way that crewing allocate drafts to plots on DDOs, Blank Days, Offline Days and Annual Leave Days and that pilots who have nominated (via the open time system or the CMS) are prioritised. • The order of callout also outlines that full time pilots should be prioritised for duties in their own rank ahead of part time pilots or ahead of check and training pilots for duties in another rank. This is consistent with the longstanding understanding between the parties that participation in PT arrangements is so that pilots who access it for lifestyle reasons have the opportunity to reduce their duty days and Pilots who access it for carers reasons have greater flexibility to manage their caring responsibilities through working less duty days.

APPENDIX 1 – WORKULES		
Clause and Title – EA24	**Summary of changes from EA21**	**AFAP Explanation/Analysis**
(viii) Part Time Check & Training Pilots for duties of another rank (RHS); *(c) Pilots on nominated leave type, Crew Tracking will seek approval from the Duty Management Captain prior to assigning duties to these Pilots; and* *(d) Pilots on non-nominated leave type, Crew Tracking will seek approval from the Duty Management Captain prior to assigning duties to these Pilots.* *Nothing in this order of priority requires Virgin Australia to prioritise the callout of a Pilot where it would result in adverse operational outcomes or additional cost to Virgin Australia. Examples of this include, but are not limited to, subsequent displacement from duty, flight cancellations, etc.*		
25. Absolute Limits on Flying Hours 25.1 The maximum flight hours for a Pilot will not exceed: (a) 900 hours in any 365 consecutive days, unless a Pilot agrees to Opt-In for up to 1000 hours in any consecutive 365 days; and/or *New clause:* 25.2 A Pilot reaching the limits in 25.1(a) and/or (b) may be placed on SOC and cannot be Assigned annual leave unless by agreement with the individual Pilot.	• Opt in only increased flight hours. • New clause.	• Opt in for pilots to agree to fly 1000 hours per annum • Clarity that a pilot reaching the limits cannot be forced to take Annual Leave
26. Cumulative Duty Hours 26.1 The maximum Duty hours for a Pilot will not exceed: (b) 100 hours in any 14 consecutive days;	• Max Duty 100 hours in 14 days (up from 95)	• Minor change to max duty hours provisions
28. Other Miscellaneous Rules 28.1 **Maximum nights away** (b) ***For flight duties that include international pairings, Virgin Australia will roster to a maximum of three (3) nights in any one (1) pairing away from Home Base. This can be extended to four (4) or five (5) nights away by agreement with Pilots who opt-in for extended pairings which will include a Trip RIG of 1:4.*** (f) For the purposes of clause 28.1(b) above, a Trip Ratio in Guarantee (RIG) accrues Credits at the rate of one (1) Credit for every four (4) hours (or part thereof) from Sign On to Sign Off in Home Base. If a Pilot is Rostered a Flight Duty Pairing which extends between Roster Periods, the RIG will be paid in the Roster Period in which the Flight Duty Pairing concludes.	• Where a pilot opts in for 5 or 6 day international pairings the Trip RIG is specified to be 1:4. • Trip RIG defined	• Trip RIG not required to be negotiated if Virgin seek EOI for 5 or 6 day international pairings • As per Haneda flying, 1:4 means 1 hours credit minimum for erach 4 hours away calculated from sign-on in Home Base to sign-off in Home Base. This is the minimum credit for the pairing with actual paid if the total credit for the pairing is higher.

APPENDIX 1 – WORKULES		
Clause and Title – EA24	**Summary of changes from EA21**	**AFAP Explanation/Analysis**
28.3 **Rosters for Check and Training Pilots** (a) Check and Training Pilots (excluding Training Captains) who opt in will be Rostered at least one (1) day of Personal Flying in a left-hand seat (or for TFOs in the right seat) with a minimum of three (3) Sectors each Roster Period. (b) Where a Check and Training Pilot takes two (2) weeks or more of approved leave the requirement in clause 28.3(a) above does not apply. (c) Full-Time Check and Training Pilots (excluding Training Captains) who opt in will be Rostered in addition to clause 28.3(a) above, a minimum of six (6) Duty days of Personal Flying distributed as evenly as possible across 13 Roster Periods. Check Captains may opt in to have the additional requirement for Personal Flying in this clause Rostered as a Day Free of Duty for administrative purposes. (d) Where a Check and Training Pilot believes that their Rostered Personal Flying is not sufficient to maintain proficiency, they can request that additional flying be provided. Such requests will not be unreasonably refused, but it may be refused where a Pilot has selected an additional Day Free of Duty in clause 28.3(c). (e) Personal Flying will not include any checking or training duties unless otherwise agreed.	• Updated personal flying provisions for all Check & Training Pilots (other than Training Captain). • 6 additional personal flying days (Check Captain may opt to have this as Days Free of Duty) • New clause • New clause • New clause	• Inclusion of the right for all Check & & Training Pilots (other than Training Captain) to opt in for personal flying of up to 19 days per annum • Check CPTs may elect to have 6 days converted to Days Free of Duty to perform additional admininstrative fucntions. DFDs do not attract credit but a pilot may agree to perform flying on this day if they wish and receive actual credits.
New clause: **31. Increase in FDP and Flight Time Limits In Augmented Crew Indian Ocean Territory Operations** 31.1 The parties recognise that while these Work Rules have not been drafted so as to apply to Augmented Crew, they are able to be applied to Augmented Crew Indian Ocean Territory (**IOT**) Operations. Any such amendment/s dealing with Augmented Crew must be agreed by the AIC. 31.2 The following clauses apply to Augmented Crew IOT Operations into Christmas Island and Cocos Island. Following review by FSAG and/or CASA, more limiting provisions may apply in addition to the below: (c) the FDP must be limited to not more than: (i) three (3) Sectors with one (1) additional Pilot; or	• Provisions included providing for IOT flying on the B737 using augmented crew consistent with the restrictions in place for VARA pilots performing this flying currently and CAO 48.1. • Outside of IOT augmented crew requries approval of the AIC	• Clause 31 has been specifically designed to enable augmented crew operations for the Indian Ocean Territories flying. This does not enable the Company to roster augmented operations anywhere else unless the AIC agrees. • The flying was historically operated by VAA as an augmented operation (prior to overnighting crew) and was transferred to VARA in late 2014 where it has continued as an augmented operation. • The B737 business class seat is able to be modified to comply with Class 3 rest requirements. • Importantly fatigue mitigations are in place in the work rules including only one IOT Operation may be Rostered within a seven day period and preceding rest must be 15 hours. All crew receive full credits for the FDP. Enabling this work captures growth through VAA.

Clause and Title – EA24	Summary of changes from EA21	AFAP Explanation/Analysis

(ii) four (4) Sectors with two (2) additional Pilots;

(d) the minimum in-flight rest must be in Class 3;

(e) there is no Flight Time limit to Augmented Crew IOT Operations within the maximum allowable FDPs in clause 31.3 below;

(f) the Rest Period preceding the FDP must be a minimum of 15 hours; and

(g) only one (1) Augmented Crew IOT Operation may be Rostered in a seven (7) day period.

Table A: Augmented IOT Flight Crew Maximum FDP – Acclimatised State

Acclimatised Time of start	Class 3	
	1 Additional Pilot	2 Additional Pilots
0700 – 1059	14	14
1100 – 1559	13	14
1600 – 0459	12	13
0500 – 0659	13	14

Table B: Augmented IOT Crew FDP – State of Unknown Acclimatised

Local Time Preceding Rest	Class 3	
	1 Additional Pilot	2 Additional Pilots
Less than 30 hours	12	13
30 hours or more	14	14