

**NATIONAL JET EXPRESS PTY LTD**

**PILOT ENTERPRISE AGREEMENT  
2022 - 2026**

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This Agreement is made between, and covers:

**NATIONAL JET EXPRESS PTY LTD (ACN: 063 561 482)**  
**("Employer")**

**AND**

The Pilots employed by National Jet Express Pty Ltd ("**Employer**") who are employed in the classifications listed in Schedule 1 of this Agreement ("**Pilot**") and the TWU and the AFAP.

herein referred to as the "parties".

## **PART 1 AGREEMENT ADMINISTRATION**

### **1 Title**

This Agreement shall be known as the National Jet Express Pty. Ltd. Pilot Enterprise Agreement 2022 – 2026 ("**Agreement**").

### **2 The Legal Framework**

This Agreement is made pursuant to the *Fair Work Act 2009* ("**Act**").

### **3 Entire Understanding**

Unless a contrary intention appears within a clause of this Agreement:

- 3.1 This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 3.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards ("**NES**"). Where there is an inconsistency between this Agreement and a term of the NES, and the NES term provides a greater benefit to the employee, the NES term will apply to the extent of the inconsistency.

### **4 Period of Operation of the Agreement**

This Agreement will commence 7 days from the approval of the Agreement by Fair Work Commission in accordance with the Act ("**Operative Date**"). This Agreement has a nominal expiry date of 30 June 2026 ("**NED**").

All salary, allowances, reimbursements and additions to salary provided for in this Agreement shall take effect from 1 July 2021 as specified (unless otherwise stated) in Schedule 1, and shall apply to pilots employed by the Employer at the date the Agreement is made pursuant to s 182(1) of the Act.

- 4.1 The parties shall commence negotiations for a replacement Agreement no later than six months prior to the NED. The parties agree to:
  - a) Meet within the first 4 weeks of this period with purpose to allow each party to prepare and to set a timetable of negotiation dates.
  - b) Once dates for the negotiation meetings are set (recommended two per month), they may be altered with the agreement of the bargaining representatives so far as reasonable.
  - c) Negotiations will continue thereafter in good faith in an endeavour to reach an acceptable agreement.

The provisions above are supplementary to those required of bargaining representatives to bargain in good faith under the Act and do not in any way detract from their rights or obligations therein.

## 5 Definitions and Interpretation

In this Agreement unless a contrary definition appears:

- 5.1 **"AFAP"** mean the Australian Federation of Air Pilots.
- 5.2 **"Act"** means the Fair Work Act 2009.
- 5.3 **"All Day Layovers"** is where a pilot is required to undertake a site operation which involves more than 5 hours duty (block to block) on the ground (e.g., mine site operation)
- 5.4 **"Award"** means the Air Pilots Award 2020.
- 5.5 **"Administrative Pilot"** means a Pilot appointed by the Company to carry out specified non-flying duties as set out in Schedule 2.
- 5.6 **"Buffer Period"** A two-hour buffer period will apply to each original duty (either before, or after the original assigned duty, or a combination of both, up to a max of two hours).
- 5.7 **"CASA"** means the Civil Aviation Safety Authority Australia.
- 5.8 **"CAO"** means Civil Aviation Orders.
- 5.9 **"CAR"** means Civil Aviation Regulations.
- 5.10 **"CASR"** means Civil Aviation Safety Regulations.
- 5.11 **"Captain"** means a Pilot who holds the necessary licences, ratings and endorsements approved by CASA and employed by the Employer pursuant to this Agreement, and designated in writing, as a Pilot in command of any aircraft operated by the Employer.
- 5.12 **"Check Captain"** means any Captain nominated by the Employer, and where required approved by CASA and designated in writing to conduct flight proficiency tests and to certify the competency of Pilots for the issue and renewal of professional Pilots' licences.
- 5.13 **"Cleared to line" means any Pilot who:**
  - i has been certified by a NJE Check Captain as competent to Pilot an aircraft operated by the Company; and
  - ii holds all appropriate licences, ratings and endorsements in accordance with CAR/CASRs and CAOs and has been approved, in writing, by the Company to act as an operating crew member on a specific aircraft type operated by the Company.
- 5.14 **"Company" or "Employer"** means National Jet Express Pty Ltd.
- 5.15 **"Company Operations Manual"** means CASA approved NJE Operations Manual.
- 5.16 **"Day Free of Duty"** is a calendar day during which the Pilot has not been assigned a duty away from home base nor required to be contactable.
- 5.17 **"Dead Head Travel"** means all travel performed at the direction of the Employer not associated with the actual operation of an aircraft but required for the purpose of positioning for a tour of duty, or returning to Home Base or base of temporary transfer after a tour of duty.
- 5.18 **"Displaced Reserve"** means a reserve period which has been allocated in lieu of an originally rostered duty and has the two hour buffer period applied to it. As it is replacing an originally rostered duty, the displaced reserve period covers only those duties that fall entirely within that displaced reserve period. Any duty that falls outside this period carries the right of the Pilot to refuse, or the right to accept with an extension payment applicable.
- 5.19 **"Duty"** means any task that a flight crew member is required to carry out associated with their role and the business of the Employer. Duties include but are not limited to Flying Duties, Admin duties, Deadheading, Simulator and Training courses.

- 5.20 **"Duty Extension"** means a change to a rostered Duty that results in a Duty either starting and/or ending outside the buffer period on the original rostered Duty.
- 5.21 **"Duty Time"** means all duty time in accordance with CAO 48 and so far as the law otherwise permits, subject to this Agreement. Duty Time includes any time a Pilot spends carrying out any task or duty associated with their role and encompasses all work performed between sign on and sign off on a day of duty.
- 5.22 **"Duty Travel"** means any travel, other than as a crew member of an aircraft, which a Pilot undertakes at the Employer's direction and includes Dead Head Travel, travel for the purpose of taking up a new base (either permanent or temporary), and any other travel for any purpose required by the Employer. Duty Travel counts as duty time.
- 5.23 **"Early Sign On"** is defined as a sign on before 5:30am.
- 5.24 **"First Officer"** means a Pilot, who holds the necessary licences, ratings, and endorsements, who is employed by the Employer pursuant to this Agreement and who is designated in writing by the Employer to act as a Co-Pilot of multi-pilot aircraft operated by the Employer.
- 5.25 **"Flight Time"** means the time between when the aircraft commences pushback or first moves under its own power until the aircraft engines are shut down at the completion of the flight.
- 5.26 **"FWC"** means the Fair Work Commission.
- 5.27 **"Ground Training Duties"** means rostered duties required to obtain and/or maintain a Pilot's qualifications and/or employment standards including but not limited to Emergency Procedures Training, Human Factors, Security, Dangerous Goods and various computer based courses.
- 5.28 **"Home Base"** means the city or town corresponding to the actual residential location at which a Pilot resides in accordance with the Employer's requirements.
- 5.29 **"Late Night Period"** means between the hours of 2200 to 0530.
- 5.30 **"Mutual Agreement"** is defined as an agreement by both parties.
- 5.31 **"NES"** means the National Employment Standards as contained in the Act.
- 5.32 **"Pilot"** or **"Employee"** means a person employed by the Employer on a full time or part time basis in one of the classifications listed in Schedule 1 of this Agreement.
- 5.33 **"Pilot Roster"** means the system utilised by the Employer to allocate revenue flying, proficiency flying, simulator and Dead Head Travel and other authorised Duty to each Pilot employed by the Employer.
- 5.34 **"Reserve"** means a period during which a Pilot is rostered available to be assigned Duty. Reserve is neither duty nor time free of duty. A Pilot who is assigned Duty while on Reserve must be able to attend for Duty within two hours of being assigned such Duty. Where for operational reasons less than two hours' notice is given to a Pilot, the Pilot will report for Duty as soon as possible, but without prejudice to the Pilot. A Pilot must be contactable by telephone while on Reserve.
- 5.35 **"Rostered Day Off"** or **"RDO"** means a day (0000 to 2400) in respect of which no Duty Time is rostered for that day, or after 2200 hours the previous day, or before 0500 hours the following day.
- 5.36 **"Salary Package"** means a reflection of Employee remuneration as a total cost to the Employer of remunerating the Employee and includes salary, the cost to the Employer of the benefit provided for the Employee, any fringe benefits tax applicable to the provision of such benefit and Employer contributions to superannuation.
- 5.37 **"Senior Base Pilot"** means a Pilot, who is designated by the Employer, in writing, to act as a supervisor at base level in accordance with the approved Employer duty statement for Senior

Base Pilot.

- 5.38 **"Split Duty"** means a Duty period, or Flight Duty Period which contains a rest period during which a Pilot has access to suitable resting accommodation or suitable sleeping accommodation; and is relieved of all duties to support an increase in FDP limits in accordance with CAO48.1.
- 5.39 **"Substitute Day Off"** or SDO, means replacement day off.
- 5.40 **"Time"** means the local standard time at the point of departure of a flight.
- 5.41 **"Trainee Pilot"** means any Pilot who holds a current pilot's licence, employed by the Employer and is undergoing initial ground training.
- 5.42 **"Training Pilot"** means any Pilot who is approved, in writing, by the Employer to provide either or both ground and flight instructional training for other Pilots.
- 5.43 **"TWU"** means the Transport Workers Union of Australia.
- 5.44 **"Union"** or **"Unions"** means the AFAP and/or the TWU.
- 5.45 **"Unassigned Day" or U/A** means a period of time that the Pilot has not been assigned duty. Once that day commences the pilot is not required to be contactable unless by prior Mutual Agreement.

## 6 Consultation

### 6.1 National Jet Express Pilot Consultative Committee

The National Jet Express Pilot Consultative Committee ("**NJE PCC**") comprises of management representatives (no less than 2) and the nominated / elected pilot representatives.

#### Purpose

The NJE PCC is a formal mechanism to facilitate general communication and dialogue with Pilots on workplace issues relating to (but not limited to) those contemplated by this Agreement, operational issues, changes to policies or procedures, and work practices.

#### Pilot Representatives

Pilot representatives will be nominated / elected from each base. As a rule, each base is entitled to nominate / elect a Pilot Representative (domiciled at that base) to be part of the PCC. Each union is entitled to nominate / elect a Pilot Representative to be part of the PCC. The parties agree to support the participation and representation from all fleet types.

Where a base does not nominate or elect a Pilot representative, then:

- a) An existing PCC Pilot representative may represent this base on any matters; or
- b) A Pilot from that Base can raise matters to the PCC or can request to be rostered to attend.

The parties agree for the NJE PCC to formulate an election / nomination process to select Pilot representatives. Selection of pilot representation is of the interests to the pilot group and nominated PCC pilot representatives.

#### Attendance of PCC Meetings

Pilots who have been nominated/elected shall attend meetings of the NJE PCC.

Either the management representatives or Pilot representatives may invite other persons or representatives of organisations, including a union or an employer organisation to attend meetings as each see fit.

The NJE PCC meets every second month or as required. To this end, the Company:

- a) ensures Pilot representatives have reasonable time free from Company duties to facilitate discussion and meetings with Company representatives and Pilots (this time will be managed in a way that will not interfere with the Company's operational requirements);
- b) will facilitate communication between Company representatives and Pilots; and

- c) ensures that Pilot representatives do not incur a loss or reduction of wages, allowances or other entitlements they would have otherwise been paid but for their activities and participation as a Pilot representative.

The NJE PCC does not act as the body for, or in lieu of, the consultation process provided for herein.

## 6.2 Consultation Process

If the Company has made a definite decision to introduce workplace changes that are likely to affect a Pilot or Pilots, the Company must consult with the Union (or other nominated representative of the Pilot or Pilots) and any Pilot or Pilots affected by the decision.

As soon as practicable, the Company must discuss with the Union (or other nominated representative of the Pilot or Pilots) and relevant Pilots the introduction of change; and the effect the change is likely to have on Pilots. The Company must discuss measures to avert or mitigate the adverse effect of the change on the Pilots.

For the purposes of this discussion the Company will provide the Union (or other nominated representative of the Pilot or Pilots) and relevant Pilots in writing:

- a) all relevant information about the change including the nature of the change proposed; and
- b) information about the expected effects of the change on the Pilots; and
- c) any other matter likely to affect Pilots.

However, the Company is not required to disclose confidential or commercially sensitive information to Pilots.

The Company must give prompt and genuine consideration to matters raised about the change by the relevant Pilots.

For the purposes of clarification, a Pilot is not required to formally nominate to the Company a Union as their representative for any purpose under this Agreement, in order to be represented by the Union.

The Company must act in good faith in relation to the consultation process provided in this clause and unresolved issues are to be resolved using the dispute resolution process. In this clause: "good faith" includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

A change is likely to have a significant effect on Pilots if it results in:

- a) the termination of the employment of Pilots;
- b) major change to the composition, operation or size of the Company's workforce, or to the skills required of Pilots;
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- d) the alteration of hours of work;
- e) the need to retrain Pilots;
- f) the need to relocate Pilots to another workplace or base; or
- g) the restructuring of jobs.

## 6.3 New Aircraft and Special Equipment

When new types of aircraft or special equipment are to be introduced and a significant change to work value or responsibilities will occur, the parties shall as early as practical, commence discussions on the establishment of appropriate terms and conditions of employment in relation to operation of such aircraft or equipment. The discussions shall occur in accordance with the Consultation Process of this Agreement with disputed matters resolved in accordance with the dispute resolution process provided for under clause 8 of this Agreement.

## 6.4 Workplace Health and Safety

The Company will make every effort to ensure that the Pilots' workplace is safe. In order to achieve this and to ensure that Pilots' concerns and ideas are taken into account, the Parties



have established procedures and a workplace consultative committee.

In the case of workplace injury, an affected Pilot's return to work will be actively pursued by both the Pilot and the Company as soon as practicable, in order to facilitate early recovery and/or complete rehabilitation.

In such an event the Company will make early contact with the Pilot to make appropriate arrangements, in consultation with the Pilot's medical practitioner. Such arrangements may include the allocation of alternative duties that will not aggravate the injury, and will be the subject of regular review. However, for clarity, this clause does not relate to Personal Leave provided for under clause 35 of this Agreement.

Where appropriate, the Company will make every endeavour to allocate flying operations-related tasks within the Pilot's capability and where practicable are desirable to them.

## **7 Individual Flexibility Agreement (IFA)**

7.1 The Employer and Pilots covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

7.1.1 the Agreement deals with one or more of the following matters:

- a) arrangements about when work is performed;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) leave loading; and

7.1.2 the arrangement meets the genuine needs of the Employer and the Pilot in relation to one or more of the matters mentioned in paragraph 7.1.1; and

7.1.3 the arrangement is genuinely agreed to by the Employer and Pilot.

7.2 The Employer must ensure that the terms of the individual flexibility arrangement:

7.2.1 are about permitted matters under section 172 of the Fair Work Act 2009;

7.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

7.2.3 result in the Pilot being better off overall than the Pilot would be if no arrangement was made.

7.3 The Employer must ensure that the individual flexibility arrangement:

7.3.1 is in writing;

7.3.2 includes the name of the Employer and Pilot;

7.3.3 is signed by the Employer and Pilot and if the Pilot is under 18 years of age, signed by a parent or guardian of the Pilot;

7.3.4 includes details of:

- a) the terms of the Enterprise Agreement that will be varied by the arrangement;
- b) how the arrangement will vary the effect of the terms;
- c) how the Pilot will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

7.3.5 states the day on which the arrangement commences.

7.4 The Employer must give the Pilot a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The Employer or Pilot may terminate the individual flexibility arrangement:

7.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

7.5.2 if the Employer and Pilot agree in writing — at any time.

## **8 Settlement of Disputes Procedure**

8.1 If a dispute arises in relation to this Agreement, the NES (including subsections 65(5) or 76(4), or, any other work-related matter (including a dispute about whether a workplace right has been breached) the Dispute Resolution Procedure ("DRP") as set out below must be followed.

8.2 A Pilot who is a party to the dispute may be represented by their Union or another representative for the purposes of the procedures in this clause, and at any stage of the DRP.

8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Pilot or Pilots and relevant supervisors and/or management.

8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

8.5 The FWC may deal with the dispute in 2 stages:

8.5.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation, all of which the Parties are at liberty to accept or reject; and

8.5.2 if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

- a) arbitrate the dispute; and
- b) make a determination that is binding on the parties.

If the FWC arbitrates to determine the dispute, it may also use the powers that are available to it under the Act. The Parties have a right of appeal against the decision.

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

8.6.1 a Pilot must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

8.6.2 a Pilot must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

- a) the work is not safe;
- b) applicable occupational health and safety legislation would not permit the work to be performed;
- c) the work is not appropriate for the Employee to perform; or
- d) there are other reasonable grounds for the Employee to refuse to comply with the direction; and

8.6.3 the subject matter of the dispute shall be preserved so as to maintain the status quo pending the resolution of the dispute.

## **9 Stand Down**

9.1 Subject to clause 6.2 of this Agreement, and the following conditions, the Employer may stand down the Pilot on a day or days if the Pilot cannot be usefully employed because of any strike or stoppage of work which exceeds 24 hours for which the Employer cannot reasonably be held responsible and if the Pilot is scheduled for duty the Pilot shall lose pay which otherwise would have accrued on such day or days.

9.2 If a Pilot is stood down the Pilot shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.

- 9.3 At any time during the stand down period the Pilot may terminate their employment without notice and shall be paid within 28 days any moneys due to the Pilot at the time of termination. The day on which the Pilot exercises the right of termination without notice shall be the day on which the employment is terminated.
- 9.4 Notwithstanding the provisions of Clause 13.4, the Employer's consent for the Pilot to earn remuneration from any flying is deemed as granted immediately whenever Clause 9 is invoked by the Employer.
- 9.5 If the Pilot exercises the right to take other employment the Pilot shall be entitled to work in such other employment notice of up to one week (or as agreed) provided that the Pilot notifies the Employer of them so doing.
- 9.6 If the Employer proposes to stand down a Pilot, the Pilot may elect to take, for the period of the stand down only, any leave to which the Pilot is entitled or which is accruing and upon such election being exercised, the Pilot's accrued leave balance shall be reduced accordingly.
- 9.7 A Pilot shall not be stood down away from Home Base. However, where such cases arise, the Pilot shall be provided with accommodation of an agreed standard plus full salary and allowances by the Employer until such time as the Pilot signs off at Home Base.

## **10 Access to Records**

All human resources, personnel, training files and records related to a Pilot's employment shall be made available for inspection by that Pilot. The request must be made in writing to the Employer. The Employer shall provide such files for inspection at a mutually convenient date, time and place. Files shall be made available to the Pilot's nominated representative, where such representative is so authorised in writing by the Pilot.

## **11 Salary Records**

The Employer shall keep appropriate salary records for the Pilot, detailing the classification, salary rate, allowances (where applicable), all deductions and net salary. Pilots shall be provided with a regular pay statement in accordance with the Act.

## **12 Confidential Information**

- 12.1 A Pilot shall not at any time disclose or communicate to any person outside the Company, any genuine confidential information, obtained while employed by the Company.

Confidential information includes all information relating to the business or operational interests, its methodology, systems and affairs, financial information and anything else the Employer advises as being confidential.

- 12.2 Upon termination each Pilot will return Company confidential information and documents and copies or records of confidential information within the control of the Pilot.
- 12.3 Nothing in this Clause or in this Agreement shall be taken as in any way prohibiting or restricting disclosure of details of this Agreement by either party to any other person.
- 12.3 Notwithstanding sub-clause 12.1, a pilot may provide material genuinely deemed confidential by the Employer where necessary for the purposes of giving effect to any law and any rights under any law.

## **PART 2 DUTIES AND OBLIGATIONS**

### **13 Duties and Obligations of a Pilot**

Each Pilot (and with respect to clause 13.1 and 13.2, the Employer) will:

- 13.1 comply with all applicable legislation, both statutory and delegated, as amended relating to operational aviation matters giving preference to the rule of law in derogation of any clause, provision or instruction given under this Agreement to the contrary;
- 13.2 comply with the Employer's Operations Manuals and Procedures Manuals, systems and policies as communicated to Pilots from time to time;
- 13.3 after due consultation on terms and conditions and at the direction of the Employer, perform duties in any part of the world in which the Employer may from time to time be permitted to operate;
- 13.4 except as provided in this Agreement, not fly as Pilot for recompense except in the service of the Employer, unless the Employer so consents in writing by way of an "Other Work Approval" form signed by the Head of Flying Operations. Such consent shall not be unreasonably refused; and
- 13.5 maintain a passport with a minimum 6 months validity.

### **14 Employer Investigations and Inquiries**

- 14.1 The Employer shall have the right to hold the Pilot out of service with pay during an investigation into any matter in which the Pilot may have been involved.
- 14.2 Should an investigation or inquiry be held involving the Pilot, the Pilot shall be afforded natural justice. Without limiting the generality of this provision, natural justice will include having written notice of any complaint, terms of inquiry, alleged infringement or offence prior to any hearing.
- 14.3 If a Pilot is subject to investigation, the Pilot may nominate or be supported by a representative of their choice.
- 14.4 The Pilot shall be given access to all relevant materials relied upon in the investigation required to enable the pilot to provide a response to an allegation.
- 14.5 Prior to scheduling a meeting with the Pilot, the Employer shall confer with the Pilot's representative (if any) to agree a meeting date, time, and place. Such meetings must occur within a reasonable period of time.
- 14.6 During the investigation the Pilot and/or Pilot's representative (if any) may request from the Employer an update on the progress of the investigation, at intervals no shorter than 7 calendar days.

### **15 Advertising of Vacancies**

The Employer agrees to call for expressions of interest for all Pilot and Management Pilot vacancies. Notice of vacancies will be emailed to all Pilots at their Company email address.

### **16 Instructions to Pilots**

An operational instruction may be issued at any time and shall be issued to the Pilot's Company email address and / or relevant system. An operational instruction is deemed to be received by the pilot if they are on duty when the operational instruction is issued, or upon next sign-on to duty (if not on duty).

## 17 Seniority

- 17.1 Pilots shall be contracted initially as Captains or First Officers on a specific aircraft type. Promotions will be offered with respect to individual aircraft type as vacancies occur.
- 17.2 Seniority shall be determined by reference to the date of commencement of employment with the Employer as a Pilot and is published as a start date list agreed between the Employer and the NJE PCC. Where more than one Pilot commences on the same date, seniority shall be determined by reference to each Pilot's total relevant aeronautical experience on date of commencement.
- 17.3 For the purposes of assessing a Pilot's expression of interest for Pilot and Management Pilot vacancies, seniority shall be used to determine the successful Pilot if two or more are considered of equal merit.

## 18 Insurance and Indemnity

### 18.1 Loss of Licence (Class 1 medical) cover – Employer Policy

- 18.1.1 The Employer shall provide loss of licence cover to a Pilot whilst the Pilot remains employed with the Company. The sum insured will be \$300,000 except where sub-clauses 18.1.2 or 18.1.3 apply
- 18.1.2 Where a Pilot is aged 60 years or greater, the following scale will apply as appropriate:
- \$250,000 where the Pilot is aged 60 years at the date of the claim;
  - \$200,000 where the Pilot is aged 61 years at the date of the claim;
  - \$150,000 where the Pilot is aged 62 years at the date of the claim;
  - \$100,000 where the Pilot is aged 63 years at the date of the claim;
  - \$50,000 where the Pilot is aged 64 years at the date of the claim.
- 18.1.3 In the case of a Pilot aged 65 years or later at the date of the claim, no benefit is payable and the provisions of sub-clause 18.1.1 and 18.1.2 shall not apply. Where the Pilot is unable to obtain any cover in accordance with 18.2 and produces evidence to that effect (which may include a statutory declaration), the reimbursement amount described in 18.2 will be deposited by the Employer into the Pilot's nominated superannuation fund or nominated bank account.

### 18.2 Loss of Licence Reimbursement – Additional Cover

In addition to 18.1, a Pilot shall be entitled to an annual reimbursement of up to the amount prescribed in Schedule 2 for one of the following insurance or cover per year:

- Loss of Licence Cover
- Income Protection Insurance
- Life Insurance

The Pilot must provide an invoice/receipt evidencing the taking out of the cover to the amount of reimbursement up to the amount (and as adjusted) prescribed in Schedule 2. The Pilot may only claim the reimbursement once per calendar year and must be submitted in that calendar year that the insurance is covered, i.e.: claims will not be processed retrospectively.

### 18.3 Insurances

- 18.3.1 The Employer shall fund the cost of obtaining life insurance through an agreed superannuation fund ("Fund") during the course of the Pilot's employment. The Pilot agrees to be a member of the Fund for the purpose of administering and enabling this benefit. The Fund will provide life cover of \$350,000 which, subject to the applicable terms of the Fund, will be paid by the Fund to the Pilot's estate in the event that the Pilot dies whilst employed by the Employer.
- 18.3.2 A Pilot shall not be required to operate services into a war zone as declared by the United Nations or a sovereign state, but the Employer may request volunteers for such operations. Should the Pilot be involved in such services, full insurance cover shall remain extant in accordance with sub-clause 18.3.1.

#### 18.4 Indemnity

A pilot will not be required to pay for damage or loss of aircraft or equipment used in the service nor will any lien or other claim be made by the employer upon the pilot's estate. Any claim made by any member of the public, passenger or other person upon the pilot's estate as a result of any accident or happening caused by the pilot when duly performing their nominated duty, whether efficiently or, as may be subsequently determined, negligently, will be accepted as a claim made against the employer. The Employer will be solely responsible for all claims as a result of operations by or travel in their aircraft. The foregoing will not apply to a pilot where any such claim arises out of the wilful act or omission of the pilot unless such wilful act or omission was necessitated by circumstances beyond the control of the pilot.

#### 19 Uniforms

The Employer shall provide each Pilot a uniform (other than black shoes, socks, and belt, each of which shall be provided by the Pilot). The Pilot will be responsible for maintaining the uniform. Uniforms shall be replaced by the Employer on the basis of fair wear and tear.

#### 20 Contacting Pilots

- 20.1 Each Pilot shall advise the Employer of their current residential address and contact telephone number(s). Such notification and any changes will be by email to the Flight Operations Administrator. A Pilot is required to have a telephone and be contactable as outlined in this Agreement.
- 20.2 In order to assist Flight Crew members in Fatigue Management, the Company will follow the Communication Protocol as outlined in the Company Operations Manual.
- 20.3 Flight crew should not be contacted during any Rest Period or Sleep Opportunity Period unless for urgent operational reasons or in the event of an emergency. In these circumstances, it is accepted that a text SMS be sent to the flight crew member with the intent to provide advance notice of an operational change. However, in the event of an emergency the company can contact for any reason. A response from the flight crew member is only required if they feel fit to respond and has had adequate rest.
- 20.4 When NJE OCC has a need to establish contact with a Flight Crew member, the following factors shall be considered:
  - a) The nominal Sleep Opportunity Period will be in accordance with the Company Operations Manual prior to a new Flight Duty Period for Normal Operations, or a minimum of 9 hours immediately following a Night Freight Flight Duty Period (Sleep Opportunity during a Rest period following a Night Freight Flight Duty period shall be maximised). Therefore, to maximise the Sleep Opportunity consider the urgency as to whether an attempt should be made to send an SMS to a Flight Crew member during these times;
  - b) If operational changes occur during a Flight Duty Period, the Flight Crew member shall be notified of any Flight Duty changes during the Flight Duty Period or at Sign-off;
  - c) If a Flight Crew member requires advice of a Flight Duty change outside of the required Rest Period and Sleep Opportunity duration, contact shall be left to allow uninterrupted sleep for as long as possible. Contact should be initiated with the Flight Crew member approximately 90-minutes prior to the Original Sign-on time.

#### 21 Anti-Discrimination

- 21.1 The Employer and each Pilot will respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at this enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 21.2 Any dispute concerning these provisions and their operation will be progressed initially under the DRP outlined in clause 8 of this Agreement. Nothing in these provisions allows any treatment

that would otherwise be prohibited by anti- discrimination provisions in applicable Commonwealth or State legislation.

## **22 Fatigue Management**

- 22.1 Until and if the Company implements an approved fatigue risk management system ("**FRMS**"), this Agreement and rostering requirements under CAO 48.1 (and the minor variation) will apply. The FRMS if developed will form a term of the Company Operations Manual.
- 22.2 If the Company decides to implement an FRMS, the Company agrees to consult the Pilot group through the NJEPCC regarding the proposed FRMS.

## **23 Pilot Aeronautical Documentation**

- 23.1 Each Pilot will be provided by the Company with an electronic flight bag and necessary subscriptions for all required aeronautical documents.

## **24 Australian Security Identification Card (ASIC)**

- 24.1 Pilots are required to hold an Aviation Security Identification Card (ASIC) to access Australian airport facilities to perform their work. The cost of the application fee will be borne by the employer. If applicable, the cost of the bond is the responsibility of the Pilot. The employer is not required to reimburse any costs incurred prior to the person becoming an employee of the employer.

## PART 3 HOURS OF WORK

### 25 Pilot's Roster/Hours of Duty

- 25.1 Rosters shall be for no less than a period of 28 days, and will distributed not less than 10 days prior to the commencement of the roster period. A Pilot will work in accordance with the Roster, which will be prepared and published by the Employer in accordance with this Agreement, and any Flight and Duty limitations imposed by the regulator as reflected in the Company Operations Manual.
- 25.2 Rosters will be built to maximise roster equity in each base, ensuring duties are allocated in proportional fairness to all pilots. Whilst at times it may not be possible for roster requests to be allocated, either general or specific, NJE implicitly understands the importance of flight crew lifestyle and will allocate flight crew with roster preferences where it is practicable and possible do so.
- 25.3 Rosters shall be reviewed by Flight Operations or Senior Base Pilots prior to roster publish to suggest any improvements prior to roster publish. Senior Base Pilots will be allocated administration time before roster publish to review the roster if required.
- 25.4 Should mutual agreement for a duty be required after initial roster production, contact should be initiated between Operations and the individual Flight Crew member, usually by the use of a SMS message. If the Flight Crew member does not mutually agree to the roster change, they shall contact Operations as soon as practicable. If the SMS message has not been acknowledged in an appropriate timeframe by the Flight Crew member, Operations will initiate contact by the most appropriate means.
- 25.5 Any change to the Pilots published roster (outside the buffer period) shall not be made unless Mutual Agreement is reached and it shall not be the intention that a Mutual Agreement are of a long term standing nature. Mutual Agreements are considered individually for the specific Flight Duty Period concerned.
- 25.6 The Pilot's overtime threshold is 60 hours in a 28-day roster period or 65.1 hours in a monthly roster period.
- 25.7 50% of simulator flight time shall be recognised for the purposes of the overtime threshold.
- 25.8 Pilots shall be provided business class travel for any international work-related travel purposes including, but not limited to, training, proficiency checks, instrument rating checks, positioning and ferrying where travel is four hours or greater.
- 25.9 Where there is no engineering support available at an outport; any additional duty time required of the pilots shall be accounted for in accordance with CAO 48.1.
- 25.10 Any administrative duties pertaining to any Action Group, Committee or other recognised bodies under the Company Operations Manual, this Agreement or NJE shall be rostered appropriately as Admin duty on a pilot's roster and will count towards monthly duty time.
- 25.11 Where operationally possible, two (2) consecutive RDOs will be rostered before and after a run of six (6) duties including Reserve periods unless for the purpose of rotating the roster to facilitate other duties.
- 25.12 Any Pilot who misses a rostered administrative duty to an urgent unavoidable Flight Operations requirement, NJE will endeavour to ensure the Pilot does not miss the next administrative duty of the same description.
- 25.13 Roster changes may be necessary to meet operational requirements and will be notified to provide maximum warning as possible to the Flight Crew member involved. Inevitably due to short notice changes to rosters such as illness, it will be necessary to notify Flight Crew members of roster changes. However, the Employer recognises the value of roster stability and lifestyle protection when operating from home base. As such, changes to the published roster will be minimised where possible.



- 25.14 Pilots must check for duty changes at the time of sign off. All roster changes must be acknowledged (within the buffer period) or accepted/rejected (outside the buffer period) at sign-off by the pilot.
- 25.15 Sign on times will be a minimum of 60 minutes (may be reduced to 45 minutes by mutual agreement for sickness coverage, technology advancements or operational schedule) before scheduled time of departure.
- 25.16 The CrewNet rule set is designed so that if the Flight Crew member has not signed on via either a telephone call to NJE OCC or via CrewNet, NJE Operations will receive a Crew Alert Message at Rostered Scheduled sign on plus 1 minute. However, Flight Crew members are not to delay the sign-on and not wait for an Alert Check Call from NJE OCC but should attempt to communicate via CrewNet or a telephone call. A delayed sign-on that results in NJE OCC Alert will result in a Crew Feedback Report that may lead to an investigation.
- 25.17 Any duty changes will apply that are made prior to the end of the last shift preceding a U/A including being allocated a duty.
- 25.18 In accordance with CAO 48.1, if a flight duty period is delayed after sign on or within two hours prior to sign on (Reassigned or Modified FDP), the original rostered sign on time shall be considered as the commencement of duty.
- 25.19 *Buffer Period*  
A two-hour buffer period will apply to each original duty (either before, or after the original assigned duty, or a combination of both, up to a max of two hours). If a rostered duty is extended beyond the buffer period, the Duty Extension Allowance is payable. The Company can alter the duty start or finish times within the buffer period.
- 25.20 *Altered Duty and Extension Allowance*  
A Pilot shall be paid the Duty Extension Allowance detailed in Schedule 2 where the duty is completed and under the following conditions:
- The altered duty changes the original duty by more than the two-hour buffer period; or
  - The altered duty precedes the commencement of the originally rostered reserve period; or
  - The altered duty extends beyond the Displaced Reserve; or
  - The original rostered period of Reserve is changed in respect to both its start time or finish time such that it is not within the original rostered period.
- 25.21 *Duty Extensions change from home base*  
A Duty extension will apply to a duty that was originally rostered as a duty finishing at home base that subsequently becomes a duty finishing away from Home Base. An extension allowance applies for every day that the Pilot is away from their Home Base.
- 25.22 *Duty Extensions away from home base*
- Prior to commencement of a tour of duty away from home base, the Company may change the Pilot's roster outside of the buffer periods.
  - Where a tour of duty away from home base has commenced, the Company may change the Pilot's roster outside of the buffer periods. A Pilot will be paid a Duty Extension if the changes are outside the buffer period.
  - Where a tour of duty (including simulator) away from home base is cancelled, the Pilot may be reallocated duties at home or away from home base by the Company. For all purposes the reallocated duties at home base will be subject to the buffer period.
- 25.23 *Duty extension and Displaced Reserve (DRES)*  
If a rostered duty (including a duty activated from reserve) is cancelled the crew member will be placed on Displaced Reserve. A Pilot may accept a duty change outside of the Displaced Reserve period and receive the Duty Extension Allowance.
- 25.24 *Completion of Duty*
- Once a Pilot has commenced a rostered duty they may be required to extend that duty in order to complete the intended purpose of the rostered duty, subject to CAO 48.1 (as

amended);

- b) Further to clause 25.24 (a), if a duty already commenced is extended by greater than two hours for any reason other than weather or a delayed PAX/Dead Head positioning flight, the duty extension payment applies.
- c) For clarity, the intended purpose of the rostered duty means the duty the Pilot(s) were rostered for and expecting at sign on.

25.25 *Duty Extension cancelled*

- a) When a duty extension is accepted and the duty is subsequently cancelled, the Pilot may be placed back on the original rostered duty or placed on Displaced Reserve.
- b) Where the Displaced Reserve covers the extended duty, the duty extension allowance will be paid.

25.26 Notwithstanding 25.22 and 25.24, in all other cases where a duty extension allowance is applicable, the pilot has the right to refuse the duty.

25.27 A single rostered Reserve Period followed by a Duty rostered away from Home Base or consecutive Reserve Periods shall be considered as Reserve Periods for both Home Base and away from Home Base Duties.

25.28 After the roster has been issued, the Employer will not allocate duty to a Pilot on a RDO other than by a mutually agreed callout.

25.29 A Pilot shall be rostered for either:

- nine RDOs in any consecutive 28-day period consisting of three periods of two consecutive days, and one period of three consecutive days; or
- 10 RDOs in any consecutive 28-day period consisting of four periods of two consecutive days plus two separate days.

RDOs shall remain fixed for 28 days or the period of the roster. Unless agreed otherwise, a Pilot is entitled to take these RDOs at their home base.

Pilots are entitled to either two consecutive RDOs at either the commencement or end of a leave period, or one RDO at each end provided such leave is for a minimum period of one week (7 days).

25.30 A Pilot will be rostered to have RDOs for one or more weekends each roster period. Where, for operational reasons, this requirement cannot be met, every attempt shall be made to roster the Pilot RDO for as many part weekends throughout the month as the roster will allow.

25.31 Pilots can seek specific RDOs as Guaranteed Days Off (GDOs), to a maximum of three days per occasion taken between Friday and Monday, up to three times per calendar year in any combination with a maximum of nine days per calendar year. Applications for Tuesday to Thursday will be individually assessed and subject to approval. Application for approval must occur in advance of the normal roster build process and up to 12 months in advance of the requested days. A response to the application will occur within 10 days and will not be unreasonably refused. Once approved, the days can only be altered with the consent of the Pilot.

25.32 If a Pilot is unavailable for part of a roster period due to recreation leave, the Pilot may be rostered as normal for the remainder of that month except that the Pilot's overtime threshold hours, as detailed in clause 25.6, will be reduced by 2.14 hours in a roster for every day that the Pilot is on leave.

25.33 The Employer will publish simulator and line checks due as part of the Roster. These assignments will as far as practicable be scheduled in advance as for a normal rostered duty.

25.34 A Pilot may arrange mutual exchanges of rostered duty period(s) with other Pilots in which case not less than 48 hours' notice will be given to operations staff. Automatic approval of exchanged duty should not be assumed. However, provided the exchange has no effect on the current or anticipated Pilots rosters, the exchange will be approved.

25.35 Pilots will not be rostered for more than three consecutive early sign-ons in a calendar week. An

early sign on is defined as signing on prior to 05:30.

- 25.36 All training courses are to be rostered. If a training course is required before or after a flight duty, the training component will not exceed two hours. If a training course cannot be attended or is cancelled for any reason, the Pilot may be placed on the next available training course including within the current roster.
- 25.37 Immediately prior to attending a simulator session, a Pilot shall be rostered for a minimum of four days flying in a two-week period. Where currency (expiry) is not an issue, a pilot shall not be rostered for a simulator session, emergency procedures, or a line check within two weeks of returning from leave periods of two weeks or greater, unless by agreement.
- 25.38 Initial First Officer training will, where practicable, not be rostered on late night operations.
- 25.39 The Employer will maintain and operate a rostering module that allows Pilots to express their rostering preferences which will be taken into account in roster building.
- 25.40 No split duties requiring sleeping accommodation are to be rostered to a pilot from home base unless it is operationally critical to do so. In this clause operationally critical means an extraordinary situation that will force the cancellation of a flight unless the split duty is used. Any Pilot performing a split duty, where sleeping accommodation is required at home base, to increase the Maximum Flight Duty Period, will attract a Callout Allowance as listed in Schedule 2. Where an operationally critical situation persists, the Company must within the first 3 months of that period develop a rectification plan with the NJE PCC, with the objective of ceasing the rostering of split duties requiring sleeping accommodation at home base as soon as possible. In addition to any requirement to roster split duties under this sub-clause, a volunteer pool for split duties may be considered at any time prior to the duty being performed.
- 25.41 Where a Pilot is required to perform Ground Training Duties in excess of three (3) hours on any occasion, 50% of the time spent performing such duty will be credited to the Pilot's Flight Time for the purpose of Duty Limits and overtime thresholds.
- 25.42 *Duty Travel and Dead Head Travel*
  - a) Duty travel will be by the most efficient and cost effective means taking into consideration duty period hours.
  - b) Deadhead travel connections for commercial flights must have a least 60 minutes between the preceding scheduled arrival (crewing) and the commercial flight (deadheading) departure, unless NJE can accommodate a shorter period on a Company aircraft.
  - c) All positioning/Dead Head Travel duties will be accounted for in accordance with CAO 48.1 (or as amended).
  - d) Sign-on will be a minimum of 60 minutes before scheduled time of departure for a domestic flight and 120 minutes for an international flight.
  - e) Sign-off will be 30 minutes after actual time of arrival for a domestic flight and 45 minutes for an international flight. The Company has the discretion to allocate the preferred carrier.
  - f) Simulator Crew position flights for crew rest will be accordance with Company Operations Manual.
  - g) Crew positioning or ferry flights will be rostered in accordance with CAO 48.1.

## **26 Late Night Freighter Operations**

Pending implementation of an agreed FRMS the following applies:

- 26.1 Except for the purposes of deadhead travel, attending the simulator, rest or facilitated training, Pilots rostered on Late Night Freighter Operations at the commencement of a seven day period shall remain on Late Night Operations for that seven day period unless mutually agreed.

- 26.2 The start of a seven day period for the purposes of clause 26 is Monday.
- 26.3 Priority shall be given to rostering the late night training on the shortest roster period available within the base.
- 26.4 In relation to Late Night Training Operations the following applies:
  - a) A Pilot conducting Late Night Training Operations may only be rostered and carry out 30 hours of Duty in a seven day period; and
  - b) A Pilot under Training is limited to two consecutive late night operations unless agreed with the Training Captain.
- 26.5 At roster build, crew positioning or ferry flights shall not occur on the same day of commencement of a Night Freighter duty, unless mutually agreed. After roster publish, crew positioning or ferry flights may only occur on the same day of commencement of a Night Freighter duty by mutual agreement or if required to facilitate aircraft ferrying or rescue flights

## 27 Part Time Employment ("PTE")

- 27.1 The Company will provide Pilots the opportunity to work part-time in accordance with this Agreement. Nothing in this clause derogates from the parties' rights to access/seek flexible work arrangements under the provisions of the NES.
- 27.2 A part-time pilot is a pilot who is engaged to perform less than the overtime threshold hours as outlined in clause 25.6 on a reasonably predictable basis.
- 27.3 Consideration for transfer to part-time positions shall be made at the NJE Head of Flying Operations' ("HOFO") discretion or his delegate with numbers limited by both Commercial and Operational requirements. Expressions of Interest ("EOIs") for PTE positions will be sought from flight crew members no later than eight weeks prior to the commencement of the PTE arrangement. Applications will be considered on the basis of demonstrated need such as pilots who are seeking part-time employment:
  - a) In conjunction with the return from a period of parental leave;
  - b) On the basis of demonstrated carer's responsibilities; or
  - c) Other circumstances which can be agreed by the parties.
- 27.4 All appointments to part-time will be for a maximum of 24 months unless otherwise agreed (or previously contracted in writing for an undefined period) and following return from parental leave up to the child reaching five years of age. At the completion of the 24-month (or otherwise agreed) period a pilot will return to full time pilot duties or may re-apply for consideration of a further extension of up to 24 months to the part-time employment. Such applications must be received in writing by the NJE HOFO or his/her delegate not less than eight weeks prior to the completion of the term of appointment.
- 27.5 Part-time Pilots will be available to work a pro rata number of days. For example, assuming that a full-time pilot is rostered to work 19 days per 28 days (one day being the RDO):
  - a) A Pilot who undertakes a 50% load will be rostered to work for 10 days per 28 days.
  - b) A Pilot who undertakes a 60% load will be rostered to work for 12 days per 28 days.

The above is only an example and may otherwise be agreed in writing by the PTE applicant and the NJE HOFO or delegate.
- 27.6 Part-time pilots will be available to work a number of days. For the avoidance of doubt, the period of all annual and long service leave shall be consistent with that of full-time pilots but be paid on a pro rata basis.
- 27.7 Simulator training time will not count towards the maximum flight time for part time pilots. At the time of the engagement NJE HOFO or delegate and the part time pilot will agree in writing on a pattern of work and which days of the week the pilot will work.
- 27.8 Any agreed variation to the regular pattern of work will be recorded in writing.

- 27.9 If a PTE pilot is successful in an upgrade and/or conversion they may be required to relinquish the PTE position on commencement of such training unless otherwise agreed.
- 27.10 If a PTE pilot is successful in securing a base transfer, they may be required to relinquish the PTE position on commencement of flying duties at the new base unless otherwise agreed.
- 27.11 For clarity, the provisions of this clause will not impact on any existing part-time arrangements agreed between the Company and an individual Pilot prior to this Agreement coming into operation.

## PART 4 REMUNERATION

### 28 Remuneration

- 28.1 Pilots shall be entitled to a gross annual salary as specified in clause 1 of Schedule 1 of this Agreement.
- 28.2 Salary shall be paid twice per month in arrears on or prior to the 15th of the month and on the last business day of the month by electronic funds transfer to the Pilot's nominated bank account. Any mistake or omission by the Employer which results in the Pilot being underpaid shall be rectified within two business days by the Employer. The Employer may elect to change to fortnightly pay during the term of this Agreement, in which case a minimum of two calendar months' notice communicating the change will be provided.
- 28.3 Allowances will be collated at the completion of the month and paid on the last business day of the following month as per 28.2.
- 28.4 The gross annual salary of each Pilot in Schedule 1, clauses 1, 2; and allowances listed in Schedule 2 reflect the salaries and allowances payable from 1 July 2021, unless otherwise stated. Pilots shall be entitled to further increases in the Salaries and Allowances (excluding layover and meals) referred to in this clause, as follows:
- 28.4.1 On 1st July every year of this agreement commencing 1st July 2021, and as specified in Schedule 1 (July 2022, July 2023, July 2024 and July 2025) until the nominal expiry date, an increase of CPI for any positive annual movements as determined and reported by the Australian Bureau of Statistics for the March Financial Quarter - All Groups Weighted Average Eight Capital Cities Consumer Price Index ("CPI") for the preceding 12 months.
- 28.4.2 The salary increase that applies to the base salary and training and checking allowances for 1 July 2021 has been paid in advance of the Agreement being approved. Therefore, the Company has satisfied its' obligation for the increase and associated back pay for salary increases relating to 1 July 2021.
- 28.4.3 The annual wage increases outlined in this clause shall be cumulative upon the previous year(s') increase.
- 28.4.4 A Pilot who is employed by the Employer on the date that a majority yes vote approves the Agreement shall be entitled to back pay. Back pay will be payable in the first full pay period after the Operative Date.
- 28.4.5 For the avoidance of doubt, no negative CPI movements will be applied to reduce Employee entitlements.
- 28.5 The Meal and Layover Allowances listed in Schedule 2 shall be adjusted on 1 July each year in accordance with the Australian Taxation Office Taxation Determination (TD) for Reasonable Allowance Amounts issued for that financial year. For Australian allowances, Table 2 in the TD shall apply. The relevant Australian Layover percentage adjustment shall also be applied to the Combined Overnight Allowance. For International allowances, Table 7 and Table 9 of the TD shall apply.

### 29 Superannuation

Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of Employers and Pilots. Under superannuation legislation Pilots have the opportunity to choose their own superannuation fund. The rights and obligations in these clauses supplement those in superannuation legislation.

#### 29.1 Voluntary Pilot contributions

Subject to the governing rules of the relevant superannuation fund a Pilot may, in writing, authorise the Company to pay on behalf of the Pilot a specified amount from either the pre-taxation or post- taxation salary of the Pilot into the same superannuation fund as the Company makes the superannuation contributions.

A Pilot may adjust the amount the Pilot has authorised the Company to pay from the salaries of the Pilot from the first of the month following the giving of three months' written notice to the Company.

The Company must pay the amounts authorised in this clause to their clearing house no later than 30 days after the end of the month in which the authorised deduction was made.

Taxation is the responsibility of Pilots and when considering voluntary contributions, it is prudent to seek taxation advice.

## 29.2 Superannuation fund

Unless, to comply with superannuation legislation, the Company is required to make the superannuation contributions provided for in this clause to another superannuation fund that is chosen by the Pilot, the Company must make the superannuation contributions provided for and pay the amount authorised to any complying fund nominated by the Pilot.

## 29.3 Absence from work

Subject to the governing rules of the relevant superannuation fund, the Company must also make the superannuation contributions provided for in this clause and pay the amount authorised:

- **Paid leave**— while the Pilot is on any paid leave;
- **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the Pilot due to work-related injury or work-related illness provided that the Pilot:
  - i is receiving workers' compensation payments or is receiving regular payments directly from the Company in accordance with the statutory requirements; and
  - ii remains employed by the Company.

## 30 Allowances and Benefits

- 30.1 Where for reasons of rostering or unserviceability of aircraft the Employer requires a Pilot to remain overnight at a location other than the Pilot's Home Base, the Employer, at the Employer's expense, shall provide for each Pilot accommodation and the applicable meal allowance or meals of a standard as agreed in writing between the Employer and the NJE PCC. On any occasion that this standard of accommodation is not available at the overnight location accommodation of a standard as near as possible to the agreed standard may be substituted. In either event the layover allowance as prescribed in Schedule 2 shall be paid to each Pilot. Where a Pilot stays at any designated place away from their Home Base the Employer will provide the Pilot with transport, free of cost to the Pilot, between the airport and his place of accommodation and return at the required time.
- 30.2 The accommodation provided for in clause 30.1 herein shall also be provided to a Pilot if the Pilot must take a rest period of four hours or more between the hours of 0600 and 2000 or three hours or more between the hours of 2000 and 0600 during a duty period.
- 30.3 Where a Pilot is provided with accommodation in accordance with Clauses 30.1 and 30.2 the standard of accommodation provided will be appropriate having regard to the need to provide Pilots with safe, clean, comfortable, adequate and uninterrupted rest; and comprise the following minimum conditions:
- a) Quiet and free from factors which may reduce adequate rest;
  - b) A separate self-contained room for each Pilot, with private bathroom facilities\*;
  - c) Access to adequate food during rest periods on site;
  - d) Ability to adequately control room temperature through air conditioning or heating, as required; and
  - e) Ability to adequately control room light (e.g. block out curtains)

\*If in the event of unforeseen circumstances, the Company shall be granted relief from this provision relating to the quality of the accommodation. This shall also apply to ad-hoc charters and new sites in the construction phase up to a maximum period of 3 months from commencement of the contract. This does not absolve the Company of its obligation to comply with CAO 48.1; or the relevant exemption; or future amendment; or its subsequent equivalent. The provisions relating to fatigue still apply.

- 30.4 A Pilot, by giving the Employer 48 hours written notice, shall be paid the combined overnight allowance as specified in Schedule 2 in return for which the Pilot shall be responsible for securing their own accommodation and transport for which the Employer shall be deemed to have discharged its obligations under clauses 30.1 and 30.2. The combined overnight allowance shall comprise considerations for accommodation, meals, transport and layover expenses.
- 30.5 If a Pilot is on duty away from Home Base or is on Flight Deck Duty for a period of more than 30 minutes of a meal period as defined in Schedule 2 either a meal will be provided or the applicable meal allowance paid.
- 30.6 Should a Pilot be required by the Employer to operate overseas, the Pilot and immediate family members permanently resident with the Pilot shall be reimbursed for Visa, medical and any other approved expenses incurred and the cost of insurance covering approved emergency evacuation.
- 30.7 Pilots appointed by the HOFO as a Training and or Check Captain shall be entitled to the allowances specified in Schedule 2. A three month notice period is required should the pilot wish to relinquish their appointment.
- 30.7.1 Appointments will be Training Captain; Line Check Captain; or Simulator Check Captain.
- 30.7.2 For the purpose of clause 25.6, when acting in the capacity of a Simulator Check Captain, a Simulator Check Captain will receive a credit of one flight hour for each simulator hour worked.
- 30.8 Pilots appointed by the HOFO as an Administrative Pilot, shall be entitled to the allowances specified in Schedule 2.
- 30.9 Line Pilots other than appointed Check and Training Captains engaged in delivering ground training (including CRM, EPs) are to be paid the Ground Instructor allowance per day for training performed on those days, as per schedule 2. Two hours of this time each day is to be credited as flight hours.
- 30.10 Pilots engaged in late night periods for more than 30 minutes of flight time during the late night period (2200 – 0530) shall be entitled to Late Night allowance as per Schedule 2.
- 30.11 In any roster period a Pilot shall be entitled to an overtime payment in accordance with Schedule 1, for every flight hour or part thereof flown in excess of a Pilot's overtime threshold hours stated in clause 25.6.
- 30.12 If a Pilot undertakes work on a RDO or Recreational Leave day, the Pilot will be entitled to a callout allowance as per Schedule 2. The callout allowance is not payable unless the pilot performs the call out duty. For the purposes of clarification, answering the telephone in itself does not qualify as having performed a call out (and as such no allowance/entitlement has accrued). The following will also apply in regards to a callout:
- (a) Where a Pilot undertakes Dead Head Travel on a RDO or while on recreation leave, the minimum amount of callout allowance will be paid;
  - (b) Where overtime rates of pay are applicable in the addition to a callout allowance the Pilot is entitled to one allowance only of either the greater of the callout allowance or overtime rate;
  - (c) Where a duty day or activated reserve extends into a RDO or a recreation leave day the overtime rate will apply for every flight hour of the period worked from 2400, and a SDO will be rostered. If duty extends beyond 2200, but not beyond 2400 before a RDO or



recreation leave day only a SDO will be rostered.

- (d) If duty is allocated after 2400 but before 0500 after a RDO or a recreational leave day, no callout allowance will apply. However, a SDO will be rostered.
- (e) If a Pilot agrees to undertake duty on a RDO the Pilot shall receive a SDO for each day worked and reimbursement for all reasonable out-of-pocket expenses so incurred.
- (f) If a Pilot agrees to undertake duty on recreation leave the Pilot shall be reccredited or subject to agreement with the Company have the leave reallocated. The Pilot shall be reimbursed for all reasonable out-of-pocket expenses so incurred.
- (g) Where possible in the live roster, Operations will continue to work with crew to offer a SDO that is mutually agreeable to both Operations and the Crew Member. If it is not possible to find a mutually agreeable day in the live roster, the Company will provide a SDO in the subsequent rosters. When acquitting a SDO in subsequent rosters, the Company will endeavour to allocate any requested SDO through the specific bidding process which will be confirmed on roster publish. If a requested SDO cannot be achieved, the Company will acquit the SDO on a day that best meets the needs of the business.
- (h) If a pilot accepts a callout, an SDO will be rostered for CAO compliance, if necessary.

- 30.13 Where Pilots are required to be contactable, the Employer will pay each Pilot the Communication Allowance as specified in Schedule 2.
- 30.14 Where a Pilot exceeds 135 Duty Time hours in a monthly roster period (or 124.5 hrs in a 28 day roster period) they will be paid the Duty Time allowance prescribed in Schedule 2, for each hour or part thereof over the limits prescribed, . Duty and Duty Time is as defined in this Agreement.
- 30.15 Where a Pilot is required to undertake a site operation which involves more than 5 hours duty on the ground (e.g. mine site operation), the Pilot will be entitled to an All Day Site Operation Allowance in accordance with Schedule 2.

### **31 Deductions for Overpayment**

- 31.1 Subject to clause 31.2, the Employer may deduct from the pay and/or allowance(s) due to a Pilot any overpayment made of salary, allowance(s) or any authorised expense paid by the Employer on behalf of the Pilot and/or any balance outstanding of any advance of money made by the Employer provided that such deductions are advised and commence within six months after the overpayment or expense was incurred. After six months have elapsed and the overpayment has not been detected, the Employer will forfeit all rights to monies paid or expenses incurred by the Employer on behalf of the Pilot.
- 31.2 Where it is the intention of the Employer to deduct from pay an overpayment as defined at clause 31.1 the Employer shall provide four weeks' written notice to the Pilot and the deduction will be no greater than 10% of Gross Salary in any pay period or as otherwise agreed. If a Pilot has cause to dispute the Employer's decision, the Pilot shall so inform the Employer in writing within seven days and the Employer shall not make any deductions until the matter is resolved.

### **31 Workers' Compensation Make-Up Pay**

The Employer will maintain insurance pursuant to the applicable workers' compensation legislation within the jurisdiction of the Pilot's Home Base. The Employer shall pay to each Pilot any difference between the Pilot's normal salary rate and the amount the Pilot receives by way of regular payment for any absence covered by and paid for as a benefit under workers' compensation. The Employer's liability shall be for the period as specified by the applicable State or Territory legislation.

### **32 Accident Make-up Pay**

- 32.1 In addition to any statutory entitlements to workers compensation, the Pilot will be paid make-up pay.
- 32.2 Make-up pay will be an amount of money equal to the difference between the Pilot's workers

compensation entitlements and the amount of salary plus allowances that the Pilot would have received had the Pilot been at work for the period concerned.

- 32.3 Make-up pay will not apply during the first five or aggregate of five working days of incapacity resulting from an injury, nor will it apply during any period of paid leave.
- 32.4 Make-up pay will be payable for a maximum period or aggregate of periods in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.
- 32.5 Make-up pay will be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the Pilot and the Company.
- 32.6 If for the purpose of the above sub-clause no specific earning figure is otherwise ascertainable, the figure used will be the average of earnings over the previous three months or such less period of time during which the Pilot has been employed.
- 32.7 Nothing in this clause will affect the right of the Company to terminate the Pilot's employment in accordance with the Agreement. The Pilot's employment will not be terminated as a result of the Pilot having received make-up pay or as a means of avoiding make-up pay obligations.
- 32.8 In the event that a Pilot receives a lump sum in redemption of regular statutory compensation entitlements, the liability of the Company to pay make-up pay will cease from the date of such redemption.
- 32.9 Where the Pilot recovers damages from the Company or from a third party in respect of a compensable injury, independently of statutory entitlements, the Pilot will be liable to repay to his or her Company the amount of make-up pay which the Pilot received in respect of the said injury and will have no further make-up pay entitlements in respect of the injury.
- 32.10 Any period on worker's compensation will accrue for the purposes of accumulation on annual leave, personal/carer's leave and long service leave entitlements.

## PART 5 LEAVE

### 33 Recreation Leave

- 33.1 A Pilot shall accrue 42 calendar days recreation leave (inclusive of Saturdays, Sundays, and public holidays) for each year of service. Leave shall accrue in accordance with the NES.
- 33.2 Recreation leave will be paid twice monthly at the Pilot's normal hourly rate. Leave loading is included in the base salary.
- 33.3 On termination of employment, (regardless at who's initiative) the Pilot shall be entitled to pro rata leave in respect of the period worked.
- 33.4 The Employer will use its best endeavours to ensure that each Pilot is able to access their leave entitlements within the year that it accrues (subject to exceptional operational requirements).
- 33.5 A Pilot may state when the Pilot wishes to take recreation leave in which event the Employer shall as far as reasonably practicable arrange to suit the convenience of the Pilot.
- 33.6 In the event of the Employer being unable to grant such leave in any year, a Pilot shall take recreation leave at a time and date agreed between the Pilot and the Employer.
- 33.7 Where a Pilot accrues more than 12 weeks of annual leave, the Company will advise the Pilot accordingly and specify a minimum period of six months in which they will be entitled to take the minimum excess leave, in accordance with the NES.
- 33.8 The Employer shall not recall a Pilot for duty from Recreation Leave except by agreement with the Pilot. If a Pilot is recalled the Pilot shall be entitled to the provisions under Clauses 30.12
- 33.9 A Pilot may cash out Recreational Leave in accordance with the NES provisions of the Act.
- 33.10 If a Pilot becomes ill during a period of Recreation Leave, such illness shall be counted as sick leave to the extent that the Pilot has credited sick leave. Providing that firstly a Pilot shall advise the Employer as soon as practicable after the commencement of the illness and secondly produce a medical certificate within seven days of return to duty.

### 34 Personal and Carers Leave

- 34.1 A Pilot shall accrue Personal and Carer's leave credit on the following basis:
 

1) on date of appointment	seven days
2) on completion of 6 months' service	seven days
3) on completion of 12 months' service	seven days
4) on completion of each additional 12 months' service	21 days

Such accrual shall be cumulative.
- 34.2 The Pilot may access Personal and Carer's leave due to:
  - 1) The Pilot being not fit for work because of a personal illness or injury
  - 2) To provide care or support to a member of the Pilot's immediate family, or a member of the Employee's household, who requires care or support because of a:
    - a. personal illness, injury, or;
    - b. unexpected emergency affecting the family or household member,

The Pilot shall advise the Employer as soon as possible of such occurrence and, if known, the approximate anticipated period of absence.
- 34.3 If a Pilot is on Reserve the Pilot must advise the Employer immediately if or when the Pilot is unable to provide reserve coverage because of illness.
- 34.4 A medical certificate shall support an application for Personal and Carer's Leave for periods greater than three consecutive days, otherwise such leave shall not carry any entitlement to pay. For any

Personal and Carer's Leave applications greater than three (3) days, the Employer may request supporting evidence as per section 107 of the Fair Work Act. If it is not practical for the Pilot to provide a medical certificate, the Pilot may provide a statutory declaration. If a Pilot cannot provide a medical certificate or a statutory declaration where requested, the Employer may withhold payment for the absence.

- 34.5 In addition to the provisions of clause 35.1 a Pilot shall be granted up to an additional six working days per annum for sickness associated with Upper Respiratory Tract Infection ("URTI"). Such leave shall be non-cumulative. Any three days in each year of service may be taken without the production of a medical certificate or statutory declaration, the remaining three days must be supported by a specific medical certificate or statutory declaration.
- 34.6 When on personal leave a Pilot shall be paid at their normal rate of pay.
- 34.7 A Pilot's accrued personal leave entitlement shall be advised in accordance with the Act.
- 34.8 In addition to paid leave under this clause a Pilot may access up to two days unpaid carer's leave to care for an immediate family member on each occasion he or she requires it in the event that they have exhausted their paid personal/carer's Leave entitlement.

### **35 Parental Leave**

- 35.1 The following provisions supplement the NES. Nothing in this clause shall be taken to reduce any right or entitlement that a Pilot has under the NES.
- 35.2 If a Pilot completes 12 months continuous service with the Employer prior to the expected date of birth of a child the Pilot shall be entitled to take or share with her/his spouse unpaid parental leave of up to 52 weeks to care for that new child (either natural or adopted) at home on a full-time basis in the child's first year without detriment to the Pilots' employment and accrued entitlements. Subject to Employer agreement a Pilot may elect to work on a permanent part-time basis with pro-rata remuneration and conditions up to the child's second birthday or for two years from the child's date of adoption.  
  
Where both a Pilot and his/her partner (the employee couple) wish to take leave, the provisions of the NES will apply as per s.72 of the Act,
- 35.3 Female Pilots required to cease flying from 31 weeks into the pregnancy in accordance with CASA requirements shall, if they so elect and subject to medical advice, be provided with paid ground duties for four weeks from 31 weeks of the pregnancy.
- 35.4 Should a pregnancy be terminated for any reason a Pilot shall return to duty as soon as passed medically fit. In extenuating circumstances, a Pilot may seek the Employer's approval to resume duty at some other time.
- 35.5 Female Pilots who have completed 12 months continuous service with the Company, shall be entitled to eight weeks paid Maternity Leave in accordance with this clause, in addition to any statutory entitlement (paid and unpaid).
- 35.6 A Pilot may extend parental leave once only within the 52 week period provided notice is given to the Employer. Further extensions within or after the 52 week period shall be subject to approval by the Employer. Where recreation leave and/or long service leave is taken in combination with parental leave, the total period away from work for a Pilot and her/his spouse shall not exceed 52 weeks.
- 35.7 A Pilot may apply for recreational leave or long service leave as desired or leave without pay for a period of up to two weeks. This leave shall be granted by the Employer.
- 35.8 A female Pilot who resumes duty following birth or termination of a pregnancy but is unable to resume her career on medical grounds as evidenced by a certificate from a medical practitioner, shall be granted paid sick leave to the extent of her current sick leave credit.
- 35.9 Pilots taking parental leave shall retain their position and classification that existed immediately prior to taking such leave. While on parental leave a Pilot may apply for advertised vacancies provided the Pilot is available to take up any resultant appointment or training on the nominated date(s) at the commencement of duty.

35.10 A Pilot applying for Parental Leave shall be required to provide the Employer with:

35.10.1 a medical certificate giving the expected date of birth at least 16 weeks before that date;

35.10.2 four weeks' notice of intended leave date; and

35.10.3 a statutory declaration detailing her/his spouse's leave arrangements and an assurance that work inconsistent with their own employment shall not be undertaken.

35.11 If a Pilot intends to resume duty after a period of parental leave the Pilot shall inform the Employer of that intention with a minimum of six weeks' notice.

### **36 Bereavement Leave**

The Employer shall grant up to five days bereavement leave per occasion in respect to a member of the Pilot's household or immediate family who develops a personal illness or injury that poses a serious threat to their life or dies. Normally only a maximum of three days should be taken for each occasion. However up to five days may be approved to accommodate extensive travel if necessary.

### **37 Compassionate Leave**

Where Compassionate Leave is required and clause 37 does not apply, a Pilot may be granted up to three days Compassionate Leave without pay per year of service on written application.

### **38 Defence Forces Leave**

38.1 If a Pilot is a member of the Australian Defence Forces Reserve the Pilot shall receive two weeks leave to attend annual training camp. For this period, such Pilot shall be reimbursed by the Employer an amount equal to the difference between the amounts paid in respect of such attendance and the Pilot's base annual salary.

38.2 Such leave shall not be regarded as breaking continuity of service and shall count as qualifying service for Long Service Leave and Annual Leave, but not otherwise.

### **39 Long Service Leave**

The Long Service Leave entitlement of each Pilot shall be consistent with the *Long Service Leave Act 1987* (SA).

Pilots shall be entitled to access Long Service Leave for double the time at half pay subject to operational requirements.

### **40 Community Services Leave**

40.1 A Pilot shall be entitled to Community Services Leave in accordance with the NES.

40.2 If a Pilot is called for Jury Duty the Pilot shall advise the Employer of the details immediately they become known.

40.3 If a Pilot attends for Jury Service during normal duty periods the Pilot shall be entitled to be paid the difference (where applicable) between the payment for such service and the Pilot's normal salary rate.

### **41 Leave of Absence Without Pay**

A Pilot may upon written request be granted leave of absence without pay. When such leave is granted the provisions to apply shall be in writing. Leave of absence without pay shall not break continuity of the Pilot's service but shall not be counted as service for any purpose.

### **42 Domestic Violence Leave**

Domestic Violence Leave is provided in accordance with the National Employment Standards.

## PART 6 TRAINING

### 44 Command Potential and/or Aircraft Type Change Assessment

- 44.1 The command potential and/or suitability for aircraft type change of a Pilot who has expressed interest in a command position or aircraft type change will be assessed by the Employer.
- 44.2 The assessment program shall take place in accordance with criteria established and published in Company Operations Manual and shall be based on Pilot suitability, qualifications, experience, skill, operational performance and seniority.
- 44.3 If a Pilot fails to meet the requirements specified in this command potential and/or aircraft type change assessment the Employer will advise the Pilot of the action the Employer intends to take. A Pilot may request a review of the Employer's decision. The review shall include consideration of the Pilot's suitability for further training or whether the Pilot's employment should be continued at its present status.

### 45 Upgrade and/or Conversion Training

- 45.1 When vacancies occur within the Employer's operations the Employer may offer a Pilot a conversion, re-conversion or upgrade in accordance with the Training and Development Bonds clause of this Agreement clause 46. After accepting such an offer and whilst undertaking any associated training, the Pilot shall maintain his existing salary until the date of successful completion of their check to line. The appropriate salary for the new position shall be effective from that date.
- 45.2 Where a Pilot elects for conversion, re-conversion or upgrade training and subsequently fails such training, then the Employer will advise the Pilot of the action the Employer intends to take. A Pilot may request a review of the Employer's decision. The review shall include consideration of the Pilot's suitability for further training or whether the Pilot's employment should be continued at its present status.
- 45.3 If a Pilot is directed by the Employer to undergo conversion, re-conversion or upgrade training and subsequently fails such training the Pilot shall be reinstated to the previous position or aircraft type or to a position as close as possible if the position is not available.
- 45.4 A Pilot may be given the opportunity to make two attempts at a clearance to line. A suitable period of training may be given after a failed check. A Pilot may request a change of his Training Pilot and/or Check Captain on any subsequent check. Should a second check result in a failure the Employer will advise the Pilot of the action the Employer intends to take. A Pilot may request a review of the Employer's decision. The review shall include consideration of the Pilot's suitability for further training, or alternatively whether the Pilot's employment should be continued at its present status.

### 46 Training and Development Bonds

- 46.1 This clause applies to new Pilots requiring initial training and endorsement on the Employer's aircraft types or where a Pilot undertakes training as outlined in this clause, pursuant to Part 6 ("Training"). This clause does not apply where the Employer directs the Pilot to undertake the Training, which includes a situation where the Pilot's substantive position becomes redundant and as a consequence the Pilot is redeployed onto another aircraft type.
- 46.2 If an existing Pilot does not undertake the Training the Pilot's employment will continue with the Employer in the Pilot's current classification.
- 46.3 Training Bonds
  - 46.3.1 The training bond must be agreed between the employer and an individual pilot.
  - 46.3.2 The training bond must be in writing, specify the amount of the bond, and be signed by the pilot prior to commencing training.
  - 46.3.3 The training bond term will be 2 years for turbo prop aircraft and 3 years for jet aircraft.

In recognition of the Pilot's previous service contribution, the bond term shall be

reduced by 1 year for every 5 years of completed service as a pilot at the Employer.

46.3.4 The training bonds are as follows:

<b>Aircraft Type</b>	<b>Domestic / International Simulator</b>	<b>Type Rating</b>	<b>Command Upgrade or Differences Course</b>
BAe146	International	\$30,000	\$14,000
	Domestic	\$25,000	\$8,000
Embraer EJET	International	\$28,000	\$14,000
	Domestic	\$21,000	\$8,000
Dash 8 Q400	International	\$25,000	\$9,000
	Domestic	\$20,000	\$4,000

Command Upgrade (different type) = Aircraft Type Rating

Differences Course = Q400 only

- 46.3.5 The training bond period will commence the day following successful completion of the type rating / command upgrade and the amount will reduce on a monthly pro rata basis over the term of the training bond.
- 46.3.6 A pilot can be subject only to one training bond at a time. Where a pilot is subject to one training bond, and subsequently enters into another, the bonds are not cumulative and the highest value training bond will apply.
- 46.3.7 The employer can recover an amount payable under a training bond only where the pilot resigns, or, subject to the provisions of clause 46.3.8 the pilot's employment is terminated for serious misconduct.
- 46.3.8 No amount can be recovered in the case of redundancy, resignation while stood down (as per clause 9) for a consecutive period greater than one month in duration, loss of medical licence by the pilot, termination of employment by the employer (except where the termination is because of serious misconduct and there is no later finding by a court or tribunal, or acceptance by the employer, that the employee did not engage in the serious misconduct on which the termination was based) or where the pilot fails the training course.
- 46.3.9 Any Pilots subject to a Training Bond covered by the previous Agreement will be deemed to have been entered into as if under this agreement.

## PART 7 TRANSFER/TERMINATION OF EMPLOYMENT

### 47 Transfers

- 47.1 A Pilot when transferring from one base to another at the Pilot's request will bear all expenses associated with that transfer. However, at the request of the Pilot the Employer may meet all such costs incurred and subsequently recover such costs by salary sacrifice of a mutually agreed amount.
- 47.2 If a Pilot is either posted to a base on appointment or is transferred from one base to another at the direction of the Employer the Pilot shall be provided with suitable accommodation by the Employer for a maximum period of 14 days or until permanent accommodation is obtained, whichever is the lesser. While occupying such accommodation the Pilot shall be paid meal and layover allowances to a maximum of seven days at the rate prescribed in clauses 1 and 2 of Schedule 2. Where the Employer proposes to transfer a pilot from one base to another, the proposal shall be regarded as a Significant Change and will invoke the provisions of clause 6.2, in these circumstances the Employer will exhaust all reasonable options before a forced transfer is invoked.
- 47.3 A Pilot when transferring from one base to another at the Employer's direction shall receive payment from the Employer for expenses resulting from the removal as follows:
- 47.3.1 all personal effects, household goods and furniture;
  - 47.3.2 two cars owned by the Pilot or spouse;
  - 47.3.3 storage of goods and furniture where required for up to 30 days;
  - 47.3.4 removal and storage insurance for the possessions noted above for up to 30 days;
  - 47.3.5 penalties associated with the early termination of a residential rental lease;
  - 47.3.6 economy class airfares for the Pilot, spouse including de facto and dependent children to the Pilot's new base; and
  - 47.3.7 actual out-of-pocket expenses for fuel, accommodation and meals where the Pilot elects to self-drive up to two (2) vehicles as provided for at clause 47.3, except that the amount of reimbursement to the Pilot shall be no greater than the Employer's obligation to the Pilot under clauses 47.3.2 and 47.3.6.
  - 47.3.8 Provided that the cost is not unreasonable, the cost of moving any additional belongings (e.g. animals, boats, additional vehicles etc.) will at the request of the Pilot be paid by the Employer and subsequently recovered from the Pilot by salary sacrifice of a mutually agreed amount in accordance with the relevant legislation.
- 47.4 Any Pilot required by the Employer to transfer base a second time within a 12 month period shall be reimbursed all legal fees, agents fees, mortgage transfer fees, title fees and stamp duty incurred in the sale of his or her residence at the old Home Base, and/or the purchase of a residence at the new Home Base. Where also as a result of base transfers under this clause a Pilot who incurs out-of-pocket expenses in respect of non-refundable school fees for dependent children, shall be reimbursed all such expenses on the production of evidence of such expenditure to the Employer.
- 47.5 The Employer will roster the Pilot additional time free of duty on his first day at the new base following a transfer. The Employer will also use its best endeavours to roster sufficient ordinary Rostered Days Off in consultation with the Pilot to facilitate the Pilot's transfer and settlement in the new base.
- 47.6 The Employer will pay the removal costs in accordance with clause 47.3 where a Pilot is required to return to Australia for reason of their Visa/work or residential permit being revoked or refused for reasons other than a criminal conviction.
- 47.7 The Employer will support and not oppose a transfer request by a pilot to an associated entity of the Employer.



- 45.8 Where a pilot is on tour or temporarily transferred away from their home base for a period of more than 14 consecutive days the Pilot will receive a Rostered Day Off rather than a Substitute Day Off during that time away provided that an EOI was issued for the role. Allowances will apply to the RDO as if it were a work day. This arrangement also applied to new hires completing type endorsements. If there are no applicants willing to take up the temporary transfer and a pilot is rostered a temporary transfer at the Company's direction, then the pilot is entitled to both an RDO and SDO.

## **48 Redundancy**

### **48.1 Interpretation**

For the purpose of this clause, a termination on the grounds of redundancy is a termination by the Employer based on its decision that the job being performed by the Pilot is no longer required to be performed by anyone and that this decision is not due to the ordinary and customary turnover of labour.

### **48.2 Application**

This clause shall not apply where employment is terminated as a consequence of conduct that justifies dismissal (in which case clause 49 applies) or in the case of Pilots engaged for a specific task or tasks. A Pilot shall not be deemed to be redundant by virtue of the expiration of any fixed term period of service.

### **48.3 Consultation and Mitigation of Effects**

Prior to any decision to make a Pilot's position redundant the Employer will consult with the Pilots affected and the Union or other representative of the pilot which may include the NJE PCC.

Matters to be discussed will include efforts to avoid or mitigate the potential effects including:

- taking outstanding leave greater than 12 weeks unless mutually agreed;
- taking leave without pay;
- temporarily converting to PTE;
- natural attrition;
- alternative duties;
- transfer and secondment;
- early retirement;
- demotion;
- voluntary redundancy; and
- redeployment to other related entities as provided below in clause 48.4.

Compulsory redundancy will be a last resort only to be implemented after all reasonable alternatives as described above have been genuinely discussed and considered.

### **48.4 Redeployment and Re-employment**

In the event of a potential redundancy, affected Pilots shall be offered transfer of employment within the Group provided that a suitable vacancy exists. Training where required will be at the Employer's cost in order to allow the Pilot to become proficient on relevant aircraft type. If necessary, this will include mobility of employment across aircraft types.

Pilots who are made redundant will have priority interviews with the Employer for a period of 18 months following termination of employment, provided they maintain their contact details with the Employer and meet the minimum mandatory requirements.

#### 48.5 Severance Pay

In addition to the period of notice prescribed for ordinary termination in Clause 49 a Pilot whose employment is terminated for reasons set out in Clause 48.1 shall be entitled to the following severance pay in respect of continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

Note: "Weeks' pay" in this clause means the ordinary time rate of pay for the Pilot concerned.

#### 48.6 Cessation of Employment by Pilot during Notice

A Pilot whose employment is terminated on the grounds of redundancy may cease employment during the period of notice and be entitled to the same benefits and payments under this clause as if the Pilot remained with the Employer until the expiry of such notice.

#### 48.7 Severance Pay on Obtaining Alternative Employment

The Employer, in a particular redundancy case, may by agreement with the Pilot and his or her representative which may include the Union and/or NJE PCC, vary the minimum prescribed severance pay, where the Employer obtains acceptable alternative employment for the Pilot.

#### 48.8 Time Off for Seeking Alternative Employment

During the period of notice of termination given by the Employer a Pilot shall be given time off as agreed without loss of pay for the purpose of seeking alternative employment.

### 49 Termination

49.1 Notwithstanding any other provision under this Agreement the Pilot's employment may, subject to Clause 9, be terminated by either the Employer or the Pilot:

- 49.1.1 during the first six months of service, by providing the other party seven days' notice in writing;
- 49.1.2 after six months of service, by providing the other party one month's notice in writing, or five weeks' notice in writing in the case of a Pilot with more than two years continuous service and who is aged 45 years or more; or
- 49.1.3 by payment to the Pilot of notice in lieu;
- 49.1.4 the period of notice set out in this clause may be reduced or waived by agreement provided nothing shall derogate from the Employer's right to terminate a Pilot's employment without notice for serious and wilful misconduct.

49.2 - The first six months of employment shall be probationary employment. - -

### 50 Company Property

On termination of employment at either party's initiative the Pilot shall return to the Employer all Company property.

## PART 8 SIGNATORIES

## 51 Signatories

SIGNED FOR AND ON BEHALF of )

  
 \_\_\_\_\_
National Jet Express Pty Ltd  
(ACN: 063 561 482)) Name: CHRIS HINE) Position: MANAGING DIRECTOR) Address: 1 NATIONAL DRIVEADELAIDE AIRPORT SA 5950Dated: 27/10/2023

in the presence of: )

  
 \_\_\_\_\_

Witness

) Name: ROBIN LEIGH FARBER) Address: 1 NATIONAL DRIVEADELAIDE AIRPORT, SADated: 27/10/23.



SIGNED FOR AND ON BEHALF of )

the Transport Workers Unions

) Name: Nick McIntosh

) Position: National Assistant Secretary

) Address: Level 9, 447 Kent Street

SYDNEY NSW 2000

Dated: 25 / 10 / 2023



in the presence of: )

Witness

) Name: Lorraine Biviano

) Address: Level 9, 447 Kent Street

SYDNEY NSW 2000

Dated: 25 / 10 / 2023

SIGNED FOR AND ON BEHALF of



the Australia Federation of Air Pilots

Name: James Mattner

Position: Senior Industrial Officer

Address: 33 Montpelier Road  
Bowen Hills Queensland

Dated: 24/10/2023

in the presence of:



*Witness*

Name: Jared Marks

Address: 33 Montpelier Road  
Bowen Hills Queensland

Dated: 24 / 10/ 2023

37  
SCHEDULE 1

**PILOT SALARIES AND OVERTIME RATES**

**1 Base Salary**

Pilot Base Salaries effective from 1 July 2021 will apply according to the following table:

	01/07/2021 (Increase and back pay, paid by Company in advance)	01/07/2022	01/05/2023	1/7/2023	01/07/2024 & 25
Increase	1.1%	5.1%	\$800	7%	CPI
<b>Captain</b>					
146 & EJET	\$186,474.30	\$195,984.49	\$196,784.49	\$210,559.40	
Q400	\$138,614.39	\$145,683.72	\$146,483.72	\$156,737.58	
<b>First Officer – 146 &amp; EJET</b>					
Level 1 (0 - 1 years)	\$102,560.86	\$107,791.47	\$108,591.47	\$116,192.87	
Level 2 (1 - 4 years)	\$111,884.58	\$117,590.69	\$118,390.69	\$126,678.04	
Level 3 (>4 years)	\$121,208.29	\$127,389.92	\$128,189.92	\$137,163.21	
<b>First Officer – Q400</b>					
Level 1 (0 - 1 years)	\$76,237.91	\$80,126.05	\$80,926.05	\$86,590.87	
Level 2 (1 - 4 years)	\$83,168.63	\$87,410.23	\$88,210.23	\$94,384.95	
Level 3 (>4 years)	\$90,099.35	\$94,694.42	\$95,494.42	\$102,179.03	

**2 Overtime Rates**

The overtime rate effective from 1 July 2021 will be:

	01/07/2021	01/07/2022	1/7/2023	01/07/2024 & 25
Increase	1.1%	5.1%	7%	CPI
<b>Captain</b>				
146 & EJET	\$331.02	\$347.90	\$372.25	
Q400	\$246.07	\$258.62	\$276.72	
<b>First Officer – 146 &amp; EJET</b>				
Level 1 (0 - 1 years)	\$182.07	\$191.36	\$204.76	
Level 2 (1 - 4 years)	\$198.61	\$208.74	\$223.35	
Level 3 (>4 years)	\$215.17	\$226.14	\$241.97	
<b>First Officer – Q400</b>				
Level 1 (0 - 1 years)	\$135.51	\$142.42	\$152.40	
Level 2 (1 - 4 years)	\$147.66	\$155.19	\$166.05	
Level 3 (>4 years)	\$159.95	\$168.11	\$179.88	

IN THE FAIR WORK COMMISSION

FWC Matter No.: Not Yet Assigned

Applicant:  
National Jet Express Pty Limited

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Paula Tran, Human Resources Manager, have the authority given to me by National Jet Express Pty Limited to give the following undertaking with respect to the *National Jet Express Pty Ltd. Pilots Enterprise Agreement 2022-2026 (Agreement)*:

### 1. Schedule 1

The table inserted under the heading Table 1 - Base Salary is to be replaced with the following table which includes an increased salary for Level 1 (0 – 1 years), First Officers for aircraft BAE146 and EJET (E190).

	01/07/2021 (Increase and back pay, paid by Company in advance)	01/07/2022	01/05/2023	1/7/2023	01/07/2024 & 25
Increase	1.1%	5.1%	\$800	7%	CPI
<b>Captain</b>					
146 & EJET	\$186,474.30	\$195,984.49	\$196,784.49	\$210,559.40	
Q400	\$138,614.39	\$145,683.72	\$146,483.72	\$156,737.58	
<b>First Officer – BAE 146 &amp; EJET (E190)</b>					
Level 1 (0 - 1 years)	\$105,483.84	\$110,863.52	\$111,663.52	\$120,000.00	
Level 2 (1 - 4 years)	\$111,884.58	\$117,590.69	\$118,390.69	\$126,678.04	
Level 3 (>4 years)	\$121,208.29	\$127,389.92	\$128,189.92	\$137,163.21	
<b>First Officer – Q400</b>					
Level 1 (0 - 1 years)	\$76,237.91	\$80,126.05	\$80,926.05	\$86,590.87	
Level 2 (1 - 4 years)	\$83,168.63	\$87,410.23	\$88,210.23	\$94,384.95	
Level 3 (>4 years)	\$90,099.35	\$94,694.42	\$95,494.42	\$102,179.03	

This undertaking is provided on the basis of a potential BOOT issue identified by National Jet Express Pty Limited in preparing the application before the Fair Work Commission.

On behalf of National Jet Express Pty Limited



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Signed by Paula Tran  
Human Resources Manager, Rex

26.10.23

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Date



## SCHEDULE 2

## ALLOWANCES

(1) **Meal and Layover Allowance:**

- Australian Allowances:  
Meal periods and allowances as per TD Table 2. Increase in accordance with clause 26.5:

Type	Period	01/07/21 TD 2021/6	01/07/22 TD 2022/10	01/07/23 TD 2023/3
Breakfast	0630 - 0800	\$31.80	\$32.55	\$34.95
Lunch	1200 - 1330	\$45.00	\$46.00	\$49.35
Dinner	1800 - 2000	\$63.00	\$64.50	\$69.20
Layover	per night	\$29.45	\$30.50	\$32.90

- International Allowances: as per Australian Tax Office Tax Determination Table 7.  
Australian Overseas Territories are included in this category.

(2) **Combined Overnight Allowance:**

Pilot elected combined overnight allowance. Increase in accordance with clause 26.5:

	01/07/2021	01/07/2022	01/07/2023
Increase	0.9%	3.6%	7.6%
Amount	\$173.96	\$180.22	\$193.92

(3) **Callout Allowance:**

Callout allowance for all Pilots shall be paid at a minimum rate of four hours at the overtime rate of pay applicable to the Pilot prescribed in Schedule 1. Should the flight time of the callout exceed four hours the Pilot shall be paid at the overtime rate for each hour or part thereof.

(4) **Administrative Pilot Allowance:**

- A Pilot who is appointed as a Senior Base Pilot shall be paid an annual allowance based on the number of Pilots that the Senior Base Pilot directly supervises at their base. The number of Pilots will be determined by reference to the Pilot base listing issued at the commencement of each month.

Base Numbers	01/07/2021	01/07/2022	01/07/2023
less than 10 Pilots	\$5,258.02	\$5,526.18	\$5,913.01
between 10 and 20 Pilots	\$7,723.52	\$8,117.42	\$8,685.63
between 21 and 30 Pilots	\$10,297.64	\$10,822.82	\$11,580.41
between 31 and 40 Pilots	\$11,585.30	\$12,176.15	\$13,028.48
more than 41 Pilots	\$12,871.75	\$13,528.21	\$14,475.18

- A Pilot who is appointed as an Assistant Senior Base Pilot shall be paid an allowance of 75% of the Senior Base Pilot at his/her base. Normal practice will be to appoint an Assistant Senior Base Pilot when Pilot numbers are greater than 50.
- A Pilot appointed as an Administrative Pilot shall receive an annual allowance as described below for the duties that they are appointed to perform:

Appointed Duty	01/07/2021	01/07/2022	01/07/2023
LOSA Duty	\$3,401.26	\$3,574.72	\$3,824.95
SAG Chair	\$1,700.63	\$1,787.37	\$1,912.48
FDAP Duties	\$10,045.29	\$10,557.60	\$11,296.63

(5) **Training & Checking Allowances:**

The training and checking allowances effective from 1 July 2022 will be as follows:

Appointment – All Fleets	Percentage (%) of Base Salary
Training Captain	15.0 %
Line Check Captain	17.5 %
Simulator Check Captain	25.0 %

(6) **Ground Instructor Allowance:**

When rostered to facilitate a ground-based course an appointed Ground trainer/instructor/facilitator will be paid the following per day .

	01/07/2021	01/07/2022	01/07/2023
Amount	\$240.74	\$253.02	\$270.73

(7) **Late Night Allowance:**

More than 30 minutes Flight Time between 2200 and 0530 per night.

	01/07/2021	01/07/2022	01/07/2023
Amount	\$60.58	\$63.67	\$68.12

(8) **Communication Allowance:**

This per annum allowance was included into the Base Salary prescribed in Schedule 1 from 1 May 2023 at the agreed value.

	01/07/2021	01/07/2022
Amount	\$1,179.61	\$1,239.77

(9) **Insurance Reimbursement:**

An annual loss of licence cover or insurance reimbursement to a maximum value per annum.

	01/05/2023	01/07/2023
Amount	\$1200.00	\$1284.00

(10) **Duty Extension Allowance:**

	01/07/2021	01/07/2022	01/07/2023
Captain			
146 & EJET	\$353.23	\$371.25	\$397.23
Q400	\$264.38	\$277.86	\$297.31
First Officer			
146 & EJET	\$229.61	\$241.32	\$258.21
Q400	\$171.85	\$180.61	\$193.25

(11) **Duty Time Allowance:**

Position	01/07/2021	01/07/2022	01/07/2023
Captain	\$15.17	\$15.94	\$17.05
First Officer	\$10.11	\$10.63	\$11.37

(12) **Site Operation Allowance:**

Where a Pilot is required to undertake an All Day Site Operation the following will be paid per occasion.

	01/07/2021	01/07/2022	01/07/2023
Amount	\$108.79	\$114.34	\$122.34

## SCHEDULE 3

TRAINING BOND AGREEMENT

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I [*Pilot Name*] have applied to undertake training of a total value as described. In consideration for and as a return of this investment by the Company, I agree to remain employed and render service to the Company faithfully and diligently in accordance with my employment obligations and duties at least for the bonded service period described. I acknowledge and agree that I will pay back any amount owing on a pro-rata basis as per the conditions outlined in clause 46 of the National Jet Express Pilot Enterprise Agreement 2022-2026.

(X divided by Y) multiplied by V where

- X = the number of months service not completed in the service period from commencement of Training
- Y = the total number of months agreed to be served (the Service Period) as part of the bond as defined in this bonding agreement.
- V = the Agreed Bonded Value of the T&D as defined on this bonding agreement (see below).

I irrevocably authorise that any amounts owed to me by the Company upon my departure such as salary or outstanding leave entitlements can/will be deducted from the amount calculated using the formula above and by executing this bonding agreement irrevocably authorise the Company to make such deduction from amounts owed to me consequent upon termination of my employment as provided in this bonding agreement. I further acknowledge and agree that the pro rata calculation of any remaining amount or any shortfall remaining after the deductions provided for above are made will be a personal debt due and owing by me to the Company immediately on termination of my employment payable within 14 days of my separation date.

In the event that I default in payment of any amount arising under this bonding agreement due and owing by me to the Company I acknowledge that the Company may sue for recovery of the amount as a debt and that this bonding agreement may be pleaded by the Company as evidence of the debt so due and owing by me to the Company in any court of competent jurisdiction.

This bonding agreement shall be governed and construed in accordance with the laws of the State of South Australia.

<b>Employee Details</b>	
Employee Name:	Staff Number:
Position Title:	Base / Location:
<b>Training Details</b>	
Description of Training:	
Agreed Bonded Value of Training: (AUD\$):	
<b>Bond Details</b>	
Bonded Service Period (years):	Commencement Date of Bond: <i>Date of successful completion of the type rating / command upgrade training.</i>
<b>Other Comments / Notes</b>	
<b>Approvals</b>	
Employee Signature:	Manager Signature:
General/Executive Manager Signature:	Payroll Process Signature:

In the above Bond Agreement, the Value "V" will be determined by the following table:

Aircraft Type	Domestic / International Simulator	Type Rating	Command Upgrade or Differences Course
BAe146	International	\$30,000	\$14,000
	Domestic	\$25,000	\$8,000
Embraer EJET	International	\$28,000	\$14,000
	Domestic	\$21,000	\$8,000
Dash 8 Q400	International	\$25,000	\$9,000
	Domestic	\$20,000	\$4,000

Command Upgrade (different type) = Aircraft Type Rating  
Differences Course = Q400 only.