

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/158

**TITLE: Horizon Airlines and Transport Workers Union of New South Wales Pilots Agreement 2003**

**I.R.C. NO:** IRC3/3313

**DATE APPROVED/COMMENCEMENT:** Approved 30 June 2003 and commenced 26 May 2003

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VARIATION:** New

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all pilots employed by Horizon Airlines Pty Ltd and shall supersede and replace any award or agreement that would otherwise apply to any pilot employed by the company.

**PARTIES:** Horizon Airlines Pty Ltd -&- the Transport Workers' Union of New South Wales

Transport Workers' Union of New South Wales

And

HORIZON Airlines Pty Ltd

## **HORIZON AIRLINES PTY LTD AND TRANSPORT WORKERS UNION PILOTS' AGREEMENT 2003**

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Clause No.      Subject Matter

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**PART 1**  
**APPLICATION AND OPERATION**

**1. Agreement Name**

This agreement shall be known as the HORIZON Airlines and Transport Workers Union of New South Wales Pilots Agreement 2003.

**2. Definitions and Interpretation**

In this Agreement:

"Arrival Time" means the time the aircraft is stationary on completion of the flight.

"CAO 48" means a direction made under the *Civil Aviation Act 1988* (CAA) about flight and duty times and issued as a Civil Aviation Order ("CAO")

"Calendar Day" means the 24 hours between midnight and the following midnight.

"Captain" means a pilot employed to act in command of an aircraft.

"CASA" means the Civil Aviation Safety Authority or its successors.

"Check Captain" means a Pilot who is approved and appointed by the Company to conduct proficiency tests for the issue and renewal of Pilot's licenses and ratings and who certifies to the competency of Pilots so tested in accordance with the grade of Check Captain approval held.

"Company" means HORIZON Airlines Pty Ltd.

"Day of Operation" means the 24 hours between midnight and the following midnight.

"Dead Head Travel" means all travel performed at the direction of the Company not associated with the actual operation of the aircraft but required for the purpose of positioning for a tour of duty or returning to home base or base of temporary transfer after a tour of duty. For the purpose of this agreement dead head travel or time will be regarded as duty time.

"Departure Time" Means the time an aircraft commences to move under its own power to commence a flight.

"Dependents" means the immediate family who rely on the financial contributions of the pilot.

"Duty time" means all time on duty in accordance with the Civil Aviation Orders and the terms of this Agreement.

"Duty Travel" includes dead head travel and travel for the purpose of taking up a new base whether permanent or temporary and any other travel for any other purpose as required by the company.

"First Class Accommodation" shall mean accommodation, which is, as a minimum, quiet and free from factors, which may reduce adequate rest and must provide a separate room for each Pilot with air-conditioning and/or heating as appropriate to the area and a private bathroom. Access to adequate food shall be available on site during the rest periods.

"First officer" means a Pilot employed to act as co-Pilot of an aircraft.

"Flight time" means time on duty as a crewmember in an aircraft and is calculated from the actual departure time to the actual arrival time.

"Home base" means the base at which a Pilot is permanently domiciled.

"Immediate family" means a: spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Pilot. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person; and a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the Pilot or spouse of the Pilot.

"IRC" means the Industrial Relations Commission of New South Wales or its successor.

"Stayover" shall mean the continuous period of time in excess of 9 hours in every 24 hour period standing alone from the time of commencement of duties that a Pilot spends free of duty between consecutive duty periods at a port other than the Pilot's home base.

"Local Day of Operation" means the calendar day during the 24 hours between midnight and the following midnight.

"Night operations" means all duty embracing more than two hours between the hours of 2000 and 0600 hours local time at departure base.

"Operational Duties" shall mean duties associated with preparation for and conduct for a flight, including normal fuelling, refuelling, handling of passenger baggage and or cargo and cabin tidiness.

"Personal illness" means illness or injury of a Pilot or illness or injury arising out of or in the course of employment, which is, compensable under workers' compensation arrangements.

"Pilots" means a Pilot or Pilots employed by the Company 'in a full-time, part-time, temporary fixed term or casual designation, but does not include a Pilot designated as a management Pilot and who is engaged under a management contract.

"Reserve Period or Reserve Duty" means a scheduled arrangement of availability for duty.

"RDO" means rostered day off.

"RDO Payment" means the amount paid to a pilot who works on an RDO

"Regular Public Transport" or "RPT" means regular public transport routes, as specified by the Civil Aviation Regulations.

"Sign Off" means the time of completion of all duties associated with a tour of duty and shall not be less than fifteen minutes after the actual aircraft arrival time where flight duty is involved.

"Sign On," means the actual sign on time for duty and where flight duty is involved shall not be less than 30 minutes prior to departure of the flight and shall be in accordance with the HORIZON policy for the flight to be performed.

"Supervisory Pilot" means a pilot holding an appointment as a training captain or higher position.

"Training Captain" means a pilot, other than a check captain, who is appointed to perform route endorsing and or line training.

"Trainee" means a Pilot who is yet to satisfactorily pass a check to line on a HORIZON aircraft.

"Union" means Transport Workers Union of New South Wales (TWU)

"HORIZON" means HORIZON Airlines Pty Ltd

"WRC" means Workplace Relations Committee

### **3. Period of Operation**

- 3.1 This agreement shall apply from the first pay period on or after the 26th May 2003 and shall remain in operation for a period of 2 years.
- 3.2 Three months prior to the expiration of the agreement the parties will commence discussions with a view to negotiating a further agreement.

### **4. Parties Bound and Area of Operation**

- 4.1 This agreement shall be binding on HORIZON Airlines Pty Ltd (hereafter referred to as "HORIZON Airlines" or the "Company" as the case may be) in respect of all Pilots employed by the company, and Transport Workers Union of NSW (hereafter referred to the "Union").
- 4.2 This Agreement and Statutory obligations shall be binding upon any successor to, or any assignee or transferee of the Company including a Corporation that has acquired or taken over the business of the Company where continuity of ownership or interest can be shown in any form through any level of ownership change.
- 4.3 Any flying involving HORIZON Airlines Pty Ltd or under the control of HORIZON shareholders or utilisation of aircraft under the operational control of HORIZON shall be flown by HORIZON Pilots.
- 4.4 HORIZON Airlines Pty Ltd acknowledges the intent of the above sub clause is to co-operate and consult to maintain, procure and develop flying for HORIZON Airlines Pty Ltd Pilots.
- 4.5 Unless mutually agreed by the WRC, there shall be no wet leasing in or sub-contracting out of the Company's flying.

- 4.6 The company reserves the right to contract out flying for the purposes of conducting international ferry flights.

### **5. Relationship to Other Industrial Instruments**

- 5.1 This agreement shall supersede all previous agreements and arrangements whether written or verbal.
- 5.2 This agreement is a comprehensive agreement and replaces any award or agreement that would otherwise apply to any pilot employed by the company.
- 5.3 No pilot shall be disadvantaged financially or otherwise by reason of this agreement.

## **PART 2**

### **AGREEMENT FLEXIBILITY AND DISPUTE RESOLUTION**

#### **6. Object of This Part of the Agreement**

- 6.1 The object of Part 2 of this Agreement is to provide for mechanisms in which disputes and other matters relating to the operation of this Agreement are resolved as quickly and as efficiently as possible.

#### **7. Facilitative Provision: Workplace Relations Committee**

- 7.1 This agreement will establish a Workplace Relations Committee ("WRC") to oversee the flexible application of this agreement to meet the commercial and employee needs of the business. Whilst the composition of the WRC will vary over time with the size, structure and needs of the business, it will comprise of no less than 4 people with an equal number of pilot and company representatives. It shall be chaired alternately by management and an employee representative.
- 7.2 The company shall nominate the company representatives. The Employee representatives shall be elected by the pilots covered by this agreement in accordance with the rules of the TWU.
- 7.3 The WRC shall meet at least once every two months or more frequently as required by any WRC member. All meetings will be minuted. An agenda for the meeting shall be published to those people attending at least 48 hours prior to the meeting.
- 7.4 The primary roles of the WRC are:
- 7.5 To decide how to handle challenges and changed circumstances that may arise due to growth or any change in the operations of the business.
- 7.6 To ensure that the provisions of this agreement are complied with.

#### **8. Facilitative Provisions**

- 8.1 Under the terms of the facilitative provisions the standard approach in this clause may be departed from by mutual agreement between The company and an employee, or the WRC, as appropriate.
- 8.2 Where the agreement of the WRC is required the agreement must be reduced to writing and shall be called a facilitative agreement.
- 8.3 The following lists the facilitative provisions and the level of agreement required:

SUBJECT MATTER	LEVEL OF AGREEMENT
Personal Leave (but not so as to diminish basic entitlements)	Individual
Duty time concessions	Individual/WRC
Part-time work	Individual/WRC

Overnight Accommodation, transport and allowances	Individual/WRC
Annual Leave, Long Service Leave and Rostering	Individual/WRC
Contract or Temporary Pilots	WRC
Contacting pilots	WRC
Classification and salaries	WRC

Promotion or transfer of pilots.	WRC
Introduction of change and new equipment	WRC
Fatigue modelling in relation to duty and flight time limitations	WRC
Other matters as agreed by the WRC	WRC

- 8.4 Facilitative agreements will be recorded in writing and must be signed off by the General Manager/ TWU representative before coming into effect. Such agreements shall be available on request.
- 8.5 If any dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure.

### **9. Dispute Resolution Procedure**

- 9.1 Subject to the provisions of the Act, any dispute or claim shall be dealt with within the undermentioned manner:
- 9.2 The employee shall first discuss the matter with their immediate supervisor.
- 9.3 If not settled, the matter shall be discussed between the accredited Union representative and the Human Resources manager or other appropriate officer of the company.
- 9.4 If not settled, the matter shall be further discussed between the appropriate union official and appropriate representative of the company.
- 9.5 If agreement has not been reached between the parties the matter shall then be discussed between a representative of the employer and the Secretary/Treasurer of the union.
- 9.6 If the matter is not settled, it shall be referred to the Industrial Relations Commission, for conciliation and if necessary arbitration, whose decision shall, subject to any appeal in accordance with the Act, be accepted by the parties.
- 9.7 Until the matter is determined, work shall continue in accordance with the custom and practice existing prior to the grievance arising. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause (health and safety matters exempt).

## **PART 3 TERMS AND CONDITIONS OF EMPLOYMENT**

### **10. General Conditions of Employment**

- 10.1 Duties of a Pilot
- 10.1.1 Pilots will carry out such duties as are within the limits of the pilot's skill, competency and training, but not so as to promote deskilling.
- 10.1.2 Pilots' shall not be required to perform any duties other than operational duties associated with the preparation for and conduct of a flight and completion of Statutory and Company documentation in connection with a flight.

10.1.3 A pilot shall not be required to operate in an environment where their immediate safety and that of the passengers is under threat.

## 10.2 Orders to Pilots

Orders and instructions to Pilots shall normally be given or confirmed in writing. If a Pilot requests, verbal instructions shall be confirmed in writing to the Pilot no later than ninety six (96) hours after the verbal instructions are given.

## 10.3 Letter of employment

10.3.1 Each Pilot shall be issued with a Letter of Employment by the Company prior to commencing duty except where this is not practicable, in which case the Letter shall be issued within 48 hours of the Pilot commencing duty. The format of the letter is shown in Appendix C.

## 10.4 Probationary Period

10.4.1 The first 6 months of employment shall be a probation period. The company can extend the probationary period if there is any extended period of absence through the personal illness of the pilot by an amount no greater than the period of absence.

10.4.2 A Pilot's employment may be terminated during the probationary period without recourse to the dispute procedures as stated in clause 9. Where there are issues that affect ongoing employment, the company will discuss those issues with the Pilot (and a representative, if requested) with a view to resolving them before considering termination.

## 10.5 Uniforms

10.5.1 The Company shall provide each Pilot with an appropriate uniform and replace it when necessary as a result of fair wear and tear. The Pilot shall wear the uniform at all times when on duty and keep it in good order and condition.

10.5.2 The Company shall promulgate a list of uniform issue and policy.

10.5.3 If the company can not provide a uniform, the employee shall be reimbursed the cost of the uniform, by providing a receipt of expense, which is fair and reasonable.

## 10.6 Rest Facilities

10.6.1 The Company shall provide rest room facilities for Pilots at all bases. The Company shall make every endeavour to provide the following facilities: -

- Air-conditioning
- Horizontal Rest Facilities
- Facilities suitable for eating and writing
- Telephone
- Union Notice Board and Filing Cabinet

10.6.2 These facilities shall preferably be in close proximity to the airfield at which the break occurs.

10.7 In locations where conventional rest facilities are not available the provision of transportable rest facilities which include the facilities outlined above will satisfy the requirements of this clause.



10.7.1 Exclusive service

10.7.2 Unless the company gives its written consent, a Pilot will not, during the period of their employment, fly an aircraft except in the service of The Company.

10.7.3 The company shall not unreasonable deny any such request, subject to operational requirements.

10.8 Part-time Employment

10.8.1 The company will aim to maximise Full-time employment where practicable except where alternative arrangements are required to meet the needs of a pilot returning from parental leave and / or due to a medical condition which restricts the pilots ability to perform full-time duties.

10.8.2 Part-time Employment shall be available at the company's discretion, including to any full-time Pilot employed by The company.

10.8.3 Commencement on part-time work and return from part-time work to full-time work shall not break the continuity of service of employment.

10.9 Temporary employees

10.9.1 Where, having regard to the specific operational requirements of the company, as defined by WRC, the engagement of a temporary pilot is deemed necessary the company may elect to engage one or more pilots on a temporary basis after agreement by the WRC for a period not exceeding 180 days in any 365 day period.

10.9.2 A pilot engaged on a temporary basis should be paid a daily rate having regard to the band of aircraft and level of experience and competency and duties to be performed by the pilot. This rate shall be calculated by the following formula: (applicable annual salary / 46) / 5 x 1.2. In addition the temporary pilot shall be paid all incidence-based allowances.

10.10 Loss of Bid rights

10.10.1 Loss of bid rights refers only to the allocation of preferences as stated in clause 11.2 A Pilot upon initial engagement shall have no bid rights within the first twelve months of employment.

10.10.2 Pilots in their first twelve months will be expected to lodge preference forms.

10.10.3 A Pilot who successfully bids for an equipment assignment outside of Sydney base, which does not involve promotion (increase in salary), shall have no bid rights for 12 months from the time the Pilot commences, such equipment assignment.

10.10.4 A First Officer gaining command on the same aircraft type shall have no bid rights for 18 months from start of flight training.

10.10.5 A First Officer on a new aircraft type shall have no bid rights for 18 months from the start of flight training.

10.10.6 A Captain on a new aircraft type shall have no bid rights for 24 months from the start of flight training.

10.10.7 If the company requests a Pilot to remain on a current equipment assignment for operational reasons and the Pilot agrees, then the pilot is to be paid appropriate bypass

pay (in accordance with clause 11.2) and any subsequent freeze period on the next equipment assignment will be reduced by an equivalent period of time.

10.10.8 Loss of Bid rights per aircraft type may be reviewed by the WRC for that aircraft type.

10.10.9 Under special circumstances, the company may at its discretion release a Pilot from loss of bid rights.

#### 10.11 Occupational Health and Safety

10.11.1 As part of its obligations in respect of workplace health and safety the Company will facilitate the election of a workplace health and safety representative and provide for paid attendance at appropriate training courses.

10.11.2 Employees shall be provided with a cap, earplugs, safety vest, and an option of long sleeve shirts. Wet weather equipment shall be provided to all crew as required.

#### 10.12 Jeppeson Amendment Service

The company will provide each pilot with the Jeppeson Amendment Service as required.

### **11. Seniority, Promotion and Demotion**

#### 11.1 Seniority

11.1.1 The Company shall maintain the "Pilots Seniority List" which shall specify the seniority number and name of all Pilots and the date of permanent employment.

11.1.2 The Company Seniority list currently in operation shall be the seniority list, in respect of this Agreement, for all Pilots employed by the Company before the ratification of this Agreement.

11.1.3 The seniority number of a Pilot employed after ratification of this Agreement shall be decided by the date the Pilot commences permanent employment as a Pilot on the flight staff of the Company and shall apply where and as prescribed in the provisions of this Agreement.

11.1.4 Pilots employed on the same date shall have their relative seniority position decided on the basis of experience, by the chief pilot.

11.1.5 Seniority shall govern all Pilots in the case of promotions and demotions, in respect to their retention in case of reduction in force, their assignment or re-assignment due to expansion or reduction in schedules, their choice of assignments, their transfers, or change of status.

11.1.6 A Pilot once having established a seniority date hereunder, shall not lose that date except by termination of employment as a Pilot with the Company. Where a Pilot is terminated due to redundancy the Pilot shall maintain this seniority number for two years from retrenchment and shall be considered for re-employment as detailed in Clause 23 - Redundancy, if and when a vacancy occurs. It is incumbent upon the Pilot to keep the Company advised of their current address.

11.1.7 The Company, shall, within ten (10) days after July 1 of each year, post on the notice boards at each Pilot base a copy of the Pilots' Seniority List.

11.1.8 A Pilot shall be permitted a period of thirty (30) days after any posting of the Pilots' Seniority List each year in which to protest to the Company any omission or incorrect listing.

11.1.9 A Pilot on leave or away from their home base at the time of posting of the list shall have a period of thirty (30) days from the date of their return to duty at their base during which to file such protest.

## 11.2 Promotion and Demotion

11.2.1 Promotion and demotion shall be in accordance with the Seniority provisions of this Agreement except where deferred as a result of not meeting the Company's promotional criteria or for the other limitations set out in the subclause below.

11.2.2 The Company shall periodically require all Pilots to state their order of preference for permanent equipment assignments. Any Pilot may alter their preferences at any time by submitting a dated copy of the latest preference form.

11.2.3 Whenever the composition of the available equipment assignments is changed in any way the Company will call for preferences seven (7) days before awarding new equipment assignment.

11.2.4 A preference will be deemed to be effective when received by the Chief Pilot.

11.2.5 A TWU representative shall have the right to scrutinise the preferences submitted.

11.2.6 Pilot awarded a new equipment assignment shall be notified immediately by the Company of the assignment, which shall then be confirmed in writing.

11.2.7 When a Pilot is promoted in grade or status over a more senior Pilot, the more senior Pilot shall retain his/her position on the Pilot's Seniority List that the Pilot held prior to that promotion.

11.2.8 The next most senior eligible Pilot who bids shall fill a vacancy for which a Pilot has failed to qualify on their second check subject to meeting the criteria required for the position.

11.2.9 The Company may defer a Pilot's promotion for up to 120 days and the company may defer the promotion for in excess of 120 days but only subject to prior consultation with the Pilot and their representative.

11.2.10 When a Pilot's promotion in grade or status is deferred for any reason other than the Pilot not having the promotional criteria or failing to reach the required standard of flight proficiency, or not applying for a vacancy or training vacancy and the Pilot is by-passed by a less senior Pilot, the Pilot shall be paid as from the date of that bypass, the total remuneration the Pilot would have received had the Pilot not been bypassed. By-pass pay shall commence from the date of the pilot commencing to receive the rate of pay applicable to the promotional vacancy.

11.2.11 All promotional criteria will be specified in the company's operating manuals. Any dispute regarding the content of this criteria will be dealt with as per the grievance procedures contained within this agreement.

11.2.12 When there is a reduction, phase out or withdrawal of an aircraft type. The Pilot may elect to be demoted to a band or classification attracting a lower remuneration. The Pilot shall be notified once a definite decision has been made of the demotion and paid the Pilot's existing salary for the period of two months following notification.

11.2.13 Where a pilot attempts and fails to demonstrate proficiency on previous equipment, and reasonable attempts have been made to provide the pilot with opportunities to improve,

the pilot may elect to be transferred to the next lowest classification at which proficiency can be demonstrated. The pilot shall be paid the lower salary from the date of failure to qualify.

- 11.3 Retention of Seniority Rights - Licence Cancellation on Medical Grounds
- 11.4 A Pilot on permanent hire who is unable to exercise the privilege of an ATPL on medical grounds shall retain a right to re-employment for a period of two (2) years from the date of such medical. Re-employment shall be provided to the Pilot once he or she regains a Class 1 medical certificate or higher and the necessary endorsements and ratings to make the pilot eligible for re-employment within that period.
- 11.5 The above Subclause shall apply only when a vacancy exists at the time of the licence endorsements and ratings being regained or when one arises within twelve (12) months of that time.
- 11.6 Disputes arising in relation to this clause may be dealt with under the Disputes settlement procedures in clause 9.
- 11.7 Temporary Equipment Assignments
- 11.7.1 All temporary equipment assignments shall be advertised for a period of not less than seven (7) days. All suitably qualified Pilots shall be entitled to bid for such positions. The Company shall fill such vacancies in accordance with clause 11, except that where a surplus (as agreed between the parties to this agreement) exists on a base the Company may restrict bids to that base. The Pilots and their representative shall have the right to scrutinise the bids submitted.
- 11.7.2 A temporary equipment assignment shall be no longer than 3 months.
- 11.7.3 The Company shall use a standard documentary format, which displays the relevant information on each occasion a temporary equipment assignment is advertised. The format shall include: -
- Equipment type
  - Location(s) of vacancies
  
  - Number of vacancies at each location
  
  - Closure date of bid
  
  - Commencement date of technical training
  
  - Qualifications required
- 11.7.4 A Pilot awarded a temporary equipment assignment shall be notified immediately by the Company of the agreement. This shall be confirmed in writing immediately thereafter.
- 11.7.5 Whilst on temporary equipment assignment salary shall be in accordance with clause 14 of this agreement and the conditions of clause 15 and 31 will apply where a change of base is involved.
- 11.7.6 Where the Company advertises a temporary equipment assignment in accordance with this clause and no Pilot bids for that assignment then the Company may assign to that temporary equipment assignment the most junior Pilot who currently holds a permanent equipment assignment on that aircraft type.

## **12. Training and Related Matters**

- 12.1 Training

- 12.1.1 The Company shall be responsible for arranging facilities to enable Pilots employed by it to reach and maintain proficiency in ground courses such as are required by it from time to time. If the training involves a temporary transfer, a Pilot shall receive a minimum of seven- (7) day's notice of such transfer.
- 12.1.2 Where the Company requires a Pilot to obtain an instrument rating or a type endorsement, the Company shall pay all costs associated with obtaining such rating or endorsement and the Pilot will not be required to undergo such training in their own time.
- 12.1.3 The Company shall ensure that a Pilot shall be informed of their check result immediately following a check. The Pilot shall sign a pass/fail form.
- 12.1.4 If a Pilot has concerns with the training regime or the Pilot's progress then these concerns must be raised with the appropriate fleet manager or the Chief Pilot as soon as possible and prior to the completion of the training.
- 12.1.5 Company criteria shall be included in the Operations Manual.
- 12.1.6 Unless otherwise agreed by the WRC training required for Pilots who are successful bidders will be carried out in order of seniority.
- 12.2 Failure to Qualify
- 12.2.1 A Pilot who fails to qualify for initial command, initial conversion or re-conversion training on any type shall be entitled to a second assessment, and further attempt if deemed suitable.
- 12.2.2 A Pilot who fails a second check at initial command, conversion or re-conversion training (and thus the opportunity to qualify) shall lose the assignment.
- 12.2.3 A Pilot undergoing an aircraft transition program who fails an initial check to line on type may decide to discontinue his/her training and re-apply for the assignment at a later time. Or the Pilot then may elect to have the second check carried out with a different Training and/or Check Captain. The Pilot may also elect to invite a Flight Operations Inspector from the regulatory authority to observe the second check. If the second check is commenced within 30 days the Pilot will retain the awarded assignment. Retraining and scheduling of the second check will be assessed by the Check and Training department of the company.
- 12.2.4 A Pilot who fails a second check may, at Chief Pilot's discretion, re-apply once to qualify under the procedures outlined above when the Company again advertises vacancies for the assignment on the equipment on which the Pilot failed.
- 12.2.5 Notwithstanding this clause, if at any stage during a Pilot's training the Pilot fails to qualify the Pilot shall revert to their previous equipment and status, or where the equipment is not available, to such lesser rated equipment or status for which the Pilot can qualify.
- 12.3 Supervisory appointments
- 12.3.1 The selection of Pilots for supervisory positions shall be from current captains on the aircraft type in accordance with clause 11.
- 12.3.2 The parties to this agreement acknowledge that the selection criteria for supervisory position may have significantly different criteria than those for alternative promotional positions.
- 12.3.3 Should no Pilot be deemed suitable, with prior approval of the WRC another Captain may be appointed.

### 13. Rostering and Hours of Duty

#### 13.1 Applicability of CAO Limits

- 13.1.1 The duty time, reserve time and flight time limitations of Pilots shall, subject to further beneficial entitlements contained in this Agreement or agreed in accordance with this clause, not exceed the provisions of CA048. .
- 13.1.2 Where a one off or short term amendment or dispensation or concession to CA048 is required by the Company to facilitate an unforeseen operational need and is agreed to by the Pilot or Pilots concerned (and WRC if requested by the Pilots) prior to seeking approval by CASA, the restrictions in this agreement and CA048 shall not apply, if agreed to by CASA.
- 13.1.3 Where a long term amendment or dispensation or concession to CA048 is required by the Company and is agreed upon by the WRC prior to seeking approval from CASA, the restrictions in this agreement and CA048 shall not apply, if agreed to by CASA.
- 13.1.4 Subject to this clause, any provision in this Agreement that is more restrictive than CA048 shall take precedence over CA048.

#### 13.2 Provisions applicable prior to issuing the Roster

- 13.2.1 A maximum flight time of 8 hours may be rostered
- 13.2.2 A maximum duty period of 11 hours may be rostered
- 13.2.3 A maximum reserve period of 11 hours may be rostered.
- 13.2.4 Where operational requirements arise a pilot of a HS-748 may be rostered for a maximum reserve period of 12 hours.
- 13.2.5 A maximum duty time of 90 hours in any 14-day block may be rostered
- 13.2.6 A roster shall be issued for a 28-day roster period and it shall be issued at least 7 days prior to it becoming effective. Each roster shall specify in detail each pilot's duty days and duty periods, reserve duty days, periods free of duty and leave periods;
- 13.2.7 The weekly duty period will normally consist of five days duty and two consecutive days free from all duty. By mutual agreement between the pilot and the company one day of duty can be deferred. Where a day has been deferred a substitute day, (mutually agreed) will be granted and taken within the 28 days unless further deferred agreement in writing. For the purpose of rotating the roster one two day period may be reduced to single days in each 28 day cycle.
- 13.2.8 A single rostered day off means that a pilot shall be free of duty in the pilots home base or base to which the pilot has been temporarily transferred:
- 13.2.9 From 2200 hours preceding until 0600 hours after such calendar day; and
- 13.2.10 For a period of not less than 34 consecutive hours commencing the day Proceeding and ending the day after such calendar day.
- 13.2.11 Where there is a requirement for more than one rostered day off, a Pilot shall be free of duty in the home base or the base to which the pilot has been temporarily transferred, from 2200 hours preceding until 0600 hours after such number of consecutive calendar days designated.

- 13.2.12 A Pilot shall not be rostered for more than 5 consecutive days without an RDO except that once during a 28-day roster period the company may roster the pilot for up to 6 consecutive days without an RDO;
- 13.2.13 All attempts shall be made to ensure that in any 28-day roster period a pilot shall have at least one weekend (ie. a Saturday and a Sunday) free of all duty.
- 13.2.14 Prior to issuing the roster, WRC shall be given an opportunity to peruse the roster to consider its fairness and to suggest changes (if any);
- 13.2.15 All endeavours shall be made to ensure that a pilot will be rostered on a early finish on the day proceeding an RDO and a late start on the day following a RDO.
- 13.2.16 The minimum time free of duty between duty periods shall be not less than 9 hours or the relevant CAO limitation where it is greater than 9 hours
- 13.2.17 No reserve period shall be rostered immediately before or immediately after a duty period
- 13.2.18 The company shall provide a means for pilots to input a request to the roster. The company shall endeavour to comply with the requests, but shall not be required to implement any request
- 13.2.19 Unless otherwise permitted under the company's approved operating procedures a duty period for a flight shall be from at least 30 minutes prior to scheduled departure until 15 minutes after arrival time.
- 13.2.20 A pilot shall not be rostered for more than 8 sectors in any tour of duty except where commencing from an overnight stayover the maximum sectors shall be 5.
- 13.2.21 Proficiency checks may be carried out at commencement of a rostered tour of duty, but such proficiency checks shall not be carried out following a rostered tour of duty.
- 13.2.22 No licence renewal checks will be scheduled within 14 days of a Pilot returning from leave unless licence validity is affected.
- 13.2.23 A pilot on reserve duty must be contactable within any scheduled reserve duty period and shall report for the appointed duty no later than two hours after being contacted. The Company shall specify reserve duty period commencement and finishing times.
- 13.2.24 A Pilot engaged in non-revenue flight or simulator training shall not be required to exceed Six- (6) hours flight training in any tour of duty.
- 13.3 Rules Applicable after the Roster has been published
- 13.3.1 Other than by consent of the Pilot changes may be made by the company to the roster after it has been issued only as specified in the following clauses.
- 13.4 Changes other than on the Local Day of Operations
- 13.4.1 On other than the local day of operations any changes to the roster shall be encompassed within the originally rostered period with a buffer period of 2 hours either side, to a maximum of 11 hours. All reallocated flight duties, or displaced reserve periods, and consequent duties allocated shall be wholly contained within this buffer period as defined by the original rostered duty period. Any changes outside this buffer period must be with the consent of the pilot concerned.

### 13.5 Changes on the Local Day of Operations

13.5.1 On the day of operation the company may require a pilot to work outside the duty buffer period (ie the 2 hours either side of the rostered duty period as referred to in sub-clause 13.4 above) to accommodate operational requirements.

13.5.2 In this sub-clause "operational requirements" means disruptions to service, checking and training, when a flight is cancelled or the pilot has insufficient hours to complete a flight or as a consequence of unforeseen operational factors and may be used if no other method of crewing the flight is available.

13.5.3 If 8 hours flight time or 11 hours duty time may be exceeded due to unforeseen delays and the crew transits through home base, then a crew change shall be implemented by the company.

### 13.6 General Rules applicable after Roster has been published

13.6.1 A pilot may be placed on displaced reserve as a consequence of operational requirements.

13.6.2 A Pilot shall not be required to work on a rostered duty free day. Provided that in the event of unforeseen circumstances the Company may request a Pilot to work on a rostered duty free day. If a Pilot agrees to so work he/she shall be paid the allowance for working on a rostered Day off as specified in Appendix B.

13.6.3 If a duty period, once commenced, extends into the 34-hour period encompassing a single day off, the rest period may be reduced to 2 periods of 2200 to 0600 without incurring an RDO, claim as detailed below.

13.6.4 Where a tour of duty, rostered to terminate before 2200 hours on the day preceding the day or days rostered free of duty, is extended by delays so that it terminates after 2200 hours, the Pilot shall be regarded as having worked on a day off, and be paid the allowance specified in Appendix B in addition to any CAO requirements.

13.6.5 Any changes to the roster shall be advised to the crew as soon as they are known but the company should avoid contacting a crewmember that is on an RDO or a CAO rest period unless the changes effect the next day's duty period. All changes must be advised in writing as soon as practicable after a verbal advice. All verbal advice of duty changes must be to the pilot concerned in person.

## 14. Wages and Related Matters

### 14.1 Classifications and Salaries

14.1.1 The salaries set out in appendix B are the minimum salaries for the classifications under this Agreement.

14.1.2 A Pilot shall be classified as either a year 1,2,3,4, or 5 Pilot and shall be paid the applicable salary as set out in Appendix B and shall be increased by 3% every year on the first pay period on or after 1st May.

14.1.3 A pilot upon commencement with the Company shall be paid the training wage, for a maximum of eight (8) weeks plus incidence based allowances until cleared to line and shall then progress to year 1 for the type of aircraft being flown.

14.1.4 The training wage shall be \$27,000.00 per annum for the life of this agreement.



- 14.1.5 Progression within a band will be after performing the duties within the relevant classification level for a 12-month period.
- 14.1.6 A Pilot who is promoted from one classification to another classification shall continue to be paid at the lower rate until they pass a check to line on the higher classification.
- 14.1.7 A Pilot upgrading from First Officer to Captain or changing aircraft type shall retain their years of service for the purpose of wage classification .
- 14.1.8 Where the operations of the current HS-748 operations are expanded (i.e. introduction of RPT and/or additional charter services) salary scales shall be increased by negotiation between the parties.

14.2 Check, Training and Supervisory additions

- 14.2.1 The following percentage additions to salary shall be paid to the classification set out below for time actually spent in such designation but the initial appointment shall be for no less than 12 months and any extensions shall be for a minimum of 6 months

Check Captain	14%
Training Captain	12%
Senior Base Pilot	10%

**15. Allowances, Accommodation and Expenses Reimbursement**

- 15.1 The list of allowances is set out in Appendix A and shall increase by 3%. The rises shall take effect from 12th May every year.
- 15.2 Allowances may be annualised as calculated in appendix D.
- 15.3 In the event that operating schedule or roster changes which result in an increase in average duties being performed by pilots the allowances will be negotiated by the parties to this agreement.
- 15.4 Accommodation
- 15.4.1 When a pilot is on duty away from home base the pilot shall be provided at company expense with First Class Accommodation.
- 15.4.2 On the stay over where no First Class Accommodation is available the company shall provide the best accommodation available and pay the hard lying allowance. The payment of this allowance shall not be deemed permissive avoidance of the Company's obligations to provide First Class Accommodation.
- 15.4.3 Where single accommodation cannot or has not been provided on any night the company shall pay the pilot an allowance for that night. The payment of this allowance shall not be deemed permissive avoidance of the company's obligations to provide First Class Accommodation.
- 15.4.4 In lieu of sub-clause 15.4.1, in special circumstances to suit a pilot's convenience a pilot may arrange their own accommodation, the pilot will be paid the amount specified in appendix A plus the applicable meal allowances specified in appendix A for the period of the stayover.
- 15.4.5 On a stayover a pilot will be provided with First Class Accommodation.

15.4.6 The company may provide First Class Accommodation only and by mutual agreement with the pilot pay the specified meal and allowances.

#### 15.5 Overseas duty

15.5.1 A pilot who between sign on at home base and next sign off at home base operates into an overseas port shall be paid an overseas operation allowance as specified in Appendix A.

15.5.2 The Company shall be responsible for the provisions and finalisation prior to departure of such flights of all items to facilitate the conduct of the operation by the Pilot. These items shall include but not necessarily be limited to the requisite customs and entry documentation, accommodation, adequate currency or credit cards valid in the ports to be visited and letters of introduction or similar documentation to facilitate assistance from Australian diplomatic consular representatives or appropriate neutral representative.

15.5.3 The Company shall pay passport and vaccination expenses incurred by a Pilot to operate overseas, with no out of pocket expense to the pilot.

15.5.4 Prior to a Pilot travelling overseas on Company duty the Company via the WRC will consult to establish the terms and conditions under which the Pilot is so engaged.

#### 15.6 Transport

15.6.1 Where a pilot agrees, subject to the company's prior approval, uses their own car in the performance of the pilot's duties, the pilot shall be paid an allowance at the rate specified in appendix A.

15.6.2 Where the pilot is away from their home base, the company shall provide the pilot with suitable transport between the airport and the pilot's place of accommodation after and before duty.

15.6.3 In special circumstances to suit a pilot's convenience, the pilot may be paid, by mutual agreement with the company, an amount as specified in schedule 1 to cover the costs of transportation between the airport and the accommodation.

15.6.4 Where a Pilot in the course of their employment is required by the Company or to undertake any local travel by means of using taxi cabs or public transport, the Pilot may elect to pay their fares en route, and in such cases, the Company shall reimburse the Pilot for all reasonable expenses incurred by the Pilot in such travel.

15.6.5 A pilot will be reimbursed an amount of \$5.00 in respect of return travel between the pilots' home and the pilots' home base airport where a pilot signs on for duty or signs off for duty between the hours of 1900 and 0700 local time. This allowance will not be paid to a pilot who is either provided with transport or the cost thereof or who is being paid the kilometre allowance prescribed in Appendix A.

#### 15.7 Meal Allowances

15.7.1 Where a pilot commences a tour of duty to or from a stayover port which involves a duty in excess of 30 minutes in a meal period as specified below, the pilot shall be provided with a meal or paid the appropriate allowance as specified in Appendix A.

Breakfast	0630 to 0800 hours
Lunch	1200 to 1330 hours

Dinner 1800 to 2000 hours

15.7.2 Where a Pilot is engaged in a ferry flight for 4 hours or greater, the Pilot shall be provided with adequate meals & refreshments for the flight, in addition to claiming the allowances specified in this clause.

#### 15.8 Duty Meal Allowance

15.8.1 Where a tour of duty, other than a tour of duty to or from a stayover port, a pilot is required to work in excess of 5 hours without a 30 minute meal break free from all duty, the pilot will be provided with a meal or paid the appropriate duty meal allowance as specified in Appendix A:

#### 15.9 Night Operations

15.9.1 Pilots who exceed eight (8) night operations as defined in any twenty eight(28) day duty cycle will be reimbursed for each night operation flown as a personal inconvenience allowance as stated in Appendix A.

#### 15.10 Expense Reimbursement

15.10.1 A Pilot shall be reimbursed within 21 days of submission, all expenses reasonably incurred in the course of duty;

15.10.2 Any Pilot claiming any allowances or expenses payable under this Agreement shall submit a written claim with any relevant supporting documentation to the company within 21 days of returning to their home base from any tour of duty;

15.10.3 For Pilots engaged on a charter all expenses and allowances relating to that charter are to be submitted to the company within 48 hours of returning to home base;

15.10.4 A Pilot shall not be required to pay for the costs associated with the operation of an aircraft.

15.10.5 All pilots shall receive a Telephone Allowance as specified in Appendix A or at the discretion of the company a mobile telephone to be paid for by the company.

#### 15.11 Unscheduled Overnight Allowance

15.11.1 The allowance as set out in Appendix A shall be payable to a Pilot for reimbursement of personal expenses incurred on an unscheduled overnight stop. The Pilot shall provide receipts to the company.

#### 15.12 Area Allowance

15.12.1 Prior to any pilot being permanently based outside of Sydney, conditions and allowances shall mutually agreed via the WRC.

### 16. Payment of Salaries

16.1 Salaries shall be paid on a fortnightly basis by cheque or electronic Funds transfer to the Pilots nominated bank account or other financial institution.

16.2 For each pay period Pilots shall receive a written statement, which will be in accordance with the requirements of the Act.

16.3 All outstanding entitlement shall be paid as soon as practicable following the completion of employment. Where no notice period has been given by the employer, all outstanding entitlements shall be paid on the day of termination or where agreed forwarded by registered post on the next working day.

- 16.4 In the case of a Pilot being over paid, the company and the Pilot will agree on a mutually acceptable means of repayment.
- 16.5 The Company shall keep up-to-date records in respect of each Pilot in its employ in accordance with the requirements of the Act. .
- 16.6 The records referred to above shall be maintained or made available at the Pilot's home base and shall be made available for inspection by a duly accredited representative nominated by the Pilot. Such records shall be kept for not less than seven (7) years.

#### **17. Salary Continuance Insurance**

- 17.1 In addition to all other remuneration prescribed by this agreement, the company shall provide salary continuance insurance coverage not less than 75%, up to age 65 at no cost to the Pilot. A copy of the policy document shall be made available to Pilots.
- 17.2 In lieu of the cover referred to above, the Company shall reimburse employees up to the sum specified in Appendix A, for the cost incurred for the provision of a pilots own insurance for loss of license or salary continuance, on production of receipts. This reimbursement will apply to full time employees and part time employees on a pro-rata basis

#### **18. Contacting Pilots**

- 18.1 Pilots shall advise the company of at least one contact telephone number at which they will be available when required together with a residential address.

#### **19. Pilot Indemnity**

- 19.1 In the event of any person (including the Company) making any claim against a Pilot or the estate or any other legal personal representative of a Pilot (hereinafter collectively referred to as the 'Pilot') in respect of personal injury, property damage, economic loss, or any other infringement of any right or any other loss or damage whatsoever, which injury, infringement, loss or damage is alleged to have occurred or have been suffered or incurred as a result of any act, event or omission or any other cause whatsoever occurring during the course of, or arising out, of or in any manner connected with, the Pilot's employment (and whether or not the act, event or omission or other cause was negligent or criminal or constituted some infringement or breach of either the terms of the Pilot's employment or some rule or regulation or law pertaining thereto or otherwise applying to the Pilot in connection with their employment) the Company shall:
- 19.2 Completely indemnify the Pilot and hold the Pilot safe and harmless in respect of any such claim.
- 19.3 Take-over on the Pilot's behalf the conduct of the defence of any such claim and bear all of the costs and expenses in respect thereof and indemnify the Pilot and hold the Pilot safe and harmless in respect of such costs and expenses.
- 19.4 When a pilot is required to act as a witness for another pilot or group of pilots, give such pilot a free period of duty for a time sufficient for him or her to prepare for and appear as such witness, provided that in so doing consideration is given to the operational requirements of the company. Pilots appearing as witnesses shall be paid the same rate as their normal flying duties and be provided with space available travel on company aircraft to and from any location required for this purpose.

#### **20. Access to Terms and Conditions of Employment**

The company will provide pilots with access to their terms and conditions of employment, including access to a copy of this Agreement as specified in clause 40.2.1 and to any human resources policy manual(s) that are prepared from time to time.

## **21. Accident and Incident Investigation**

- 21.1 in the Event of Any Incident, the Company May Suspend a Pilot With Full Pay at the Appropriate Classification Rate Pending Investigation of the Incident. Any Such Investigation Shall be Conducted Expeditiously as Possible.
- 21.2 Throughout any such investigation process, any person or Organisation of their choice may represent a pilot. Where appropriate, that person or Organisation may be involved in the investigation process and submit a report on the investigation that will be considered by The company in its deliberations.
- 21.3 The pilot shall have recourse to the dispute settlement procedure as detailed in clause 9.

## **22. Termination Or Suspension of Employment**

- 22.1 Should a Pilot be placed on suspension for any reason other than as specified in clause 21 of this agreement, the period of suspension shall not exceed twenty-eight (28) days and be with full pay and the Pilot shall have recourse to the disputes settlement procedures in clause 9
- 22.2 The services of a Pilot shall be terminated by either the Company or the Pilot giving twenty-eight (28) days notice in writing or by paying or forfeiting as the case may be, twenty-eight (28) days pay in lieu of such notice. Provided that this period of notice may be reduced or waived by mutual agreement and provided that nothing shall derogate from the Company's right at common law to dismiss a Pilot without notice for misconduct.
- 22.3 The requirement to give notice applies to termination for any reason, except where the termination is for conduct justifying instant dismissal. In the case of conduct justifying instant dismissal, the dismissal shall be immediate.
- 22.4 A pilot with six months service or greater who has been dismissed shall have access to the dispute resolution procedures and any relevant appeal process available under the Act. If found to have been unfairly dismissed shall be reinstated and to be paid for the period from when the termination took place until proceedings are completed.
- 22.5 If a Pilot resigns or is given notice of termination whilst the Pilot is away from home base, the Pilot, their partner and dependent children then residing with the Pilot, shall be returned to the Pilots' home base (as defined) at the Company's expense fourteen days prior to date of termination.
- 22.6 Where, during their employment with the Company, a Pilot's instrument flight rating, which the Pilot possessed when the Pilot joined the Company has lapsed through no fault of the Pilot, and then if the Pilot's employment is terminated in any manner, the Company shall meet the cost of renewing such rating. This entitlement shall not apply to Pilots with less than 6 months service with the company.

## **23. Redundancy**

- 23.1 Discussions before Termination
  - 23.1.1 Where the Company has made a definite decision that the Company no longer wishes the job the Pilot has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the Union.
  - 23.1.2 The discussions shall take place as soon' as is practicable after the Company has made a definite decision which will invoke the provisions of subclause 23.1.1 hereof and shall cover, inter alia,

any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Pilots concerned. This will include offering leave without pay to all Pilots and making voluntary redundancy available.

- 23.1.3 For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the Pilots concerned, WRC and the Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of the Pilots likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.
- 23.1.4 In addition to the period of notice prescribed for ordinary termination as outlined in clause 22 of this Agreement, and subject to further order of the Commission, a full-time or part-time pilot whose employment is terminated for reasons set out in clause 23 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

PERIOD OF CONTINUOUS SERVICE	WEEKS OF SEVERANCE
1 year or less	2 weeks
1 year and up to 2 years	4 weeks
2 years and up to 3 years	6 weeks
3 years and up to 4 years	7 weeks
4 years and up to 5 years	8 weeks
5 years and up to 6 years	9 weeks
6 years and over	10 weeks

- 23.1.5 The pro rata accrued annual leave including loading prescribed in clause 24 - Annual Leave of this Agreement and pro rata accrued long service leave prescribed in clause 29 - Long Service Leave shall be paid on redundancy.
- 23.1.6 A Pilot, whose employment has been so terminated, shall be provided with a sub-load ticket or cash equivalent for the Pilot and his/her dependents residing with the Pilot to the location of primary residence prior to commencement of employment with the company.
- 23.1.7 A pilot with more than 10 years service who takes voluntary redundancy shall maintain existing concession staff travel benefits as per company policy at the time of application for a time equivalent to their length of service.
- 23.1.8 A pilot who is involuntarily made redundant shall maintain staff travel benefits as per company policy at the time of application for 12 months.
- 23.1.9 The provisions of Clause 23 do not apply where employment is terminated as a consequence of conduct that justifies instant dismissal or in the case of casual, or probationary pilots or pilots engaged for a specific task or tasks.
- 23.1.10 The redundancy provisions in this clause shall not be payable where offers of suitable alternative employment have been made by the company and refused by the pilot. Disputes regarding the application of this clause shall be dealt with as per the dispute resolution procedures contained in this agreement.

## 23.2 Pilot leaving during notice

- 23.2.1 A Pilot whose employment is terminated for reasons set out in clause 23 hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Pilot remained with the Company until the expiry of such notice. Provided that in such circumstances the Pilot shall not be entitled to payment in lieu of notice.

- 23.2.2 During the period of notice of termination given by the Company a Pilot shall be allowed up to one day's time off without loss of pay during each week of notice for the purposes of seeking other employment.
- 23.2.3 If the Pilot has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Pilot shall, at the request of the Company, be required to produce proof of attendance at an interview or the Pilot shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 23.2.4 Where the Company offers and the redundant Pilot accepts a transfer interstate to a position with the company, the Pilot shall be entitled to receive reasonable removal expenses and allowances for both the Pilot and his or her dependents.
- 23.2.5 A Pilot whose service is terminated due to redundancy or who terminates their service whilst under notice of termination, due to redundancy, shall maintain priority for re-employment with the Company for two years after the date of redundancy.
- 23.2.6 The company shall endeavour to find adequate alternative employment opportunities for redundant Pilots.

#### **24. Annual Leave**

- 24.1 A Pilot on permanent hire shall be entitled to forty-two (42) consecutive days annual leave inclusive of - Saturdays, Sundays and public holidays on full salary for each completed year of service.
- 24.2 Where a pilot takes annual leave for 5 consecutive days or more he/she may elect to take two (2) rostered days free of duty immediately before or after or one day immediately before and one day immediately after such leave period.
- 24.3 Annual leave should be taken within 12 months of it falling due and ordinarily in at least 2-week blocks, or mutually period between employee and employer.
- 24.4 In addition to their entitlement to payment under this clause a Pilot when proceeding on recreation leave shall be paid in respect of the first four of their six weeks recreation leave falling due each year a recreation leave loading equivalent to 17½ % of their applicable salary inclusive of allowances and additions to salary. This loading is included in the wages schedule contained in Appendix B.
- 24.5 Annual recreation leave shall normally be taken in no more than three periods unless otherwise mutually agreed between the Pilot and the Company.
- 24.6 A Pilot may elect to be paid in full for the period of leave to be taken prior to commencing such leave.
- 24.7 Where a Pilot becomes ill during recreation leave, for a period of not less than seven (7) consecutive days the duration of such illness shall be counted as sick leave to the extent that the Pilot has credited sick leave.
- 24.8 The Pilot shall advise the Company as soon as practicable after the commencement of the illness and secondly produces proof of illness to the Company as soon as practicable following return to duty. Every consideration shall be given to granting the equivalent substitute recreation leave in the manner requested by the Pilot.
- 24.9 The Company shall not be entitled to recall a Pilot from recreation leave except by mutual agreement with the Pilot, and the Pilot shall receive credit for the day worked and an RDO payment as specified in Appendix A for the additional day.

- 24.10 Annual leave is cumulative and all accrued leave entitlement will be paid out upon termination.
- 24.11 Subject to prior consultation with the WRC, The company may roster Pilots annual leave. Pilots must take their annual leave in accordance with the annual leave roster as agreed by the WRC.
- 24.12 Pilots based in remote -locations shall be given every assistance in rostering to facilitate travel to a capital city for the purpose of taking recreation leave.

## 25. Personal Leave

- 25.1 Pilots are entitled to personal leave, accruing as follows:

LENGTH OF SERVICE	ADDITIONAL	CUMULATIVE
Less than 1 month	5 days	5
1 - 3 months	1 days	6
3 - 6 months	6 days	12
6 - 12 months	8 days	20
each year thereafter	15 days	Max 260 days

- 25.2 Personal leave can be used for any of the following:
- 25.2.1 Personal illness or injury (sick leave), upon supply of appropriate supporting documentation to The company where the leave is for 4 or more days per year of service in aggregate; or
- 25.2.2 Carers Leave, where the pilot is required to care for an immediate family or household member who is sick and requires care. This may also apply to a partner who is pregnant or has given birth and requires care to be given; or
- 25.2.3 For bereavement on the death of an immediate family or household member (bereavement leave).
- 25.3 The company expects pilots to notify the company as soon as is practicable that the pilot needs to take personal leave, to enable alternative arrangements to be made to cover the pilot's roster.
- 25.4 A Pilot who has exhausted his or her accumulated personal leave credits as prescribed in this clause but who would otherwise qualify for further paid sick leave may at the Company's discretion be granted additional, leave on half pay for not more than ninety (90) working days in any year of service.
- 25.5 A Pilot who has been granted paid sick leave for an illness or injury in respect of which the Pilot has consulted a medical practitioner shall remain on such leave subject to their entitlements from time to time, until such time as the Pilot is deemed to be medically fit in accordance with the relevant Civil Aviation Regulation to resume flying.
- 25.6 No Pilot shall forfeit any sick leave credits accrue up to the date of operation of this Agreement.
- 25.7 For the purpose of this section, personal leave deductions shall be made for each working day during which a Pilot is unable to report for duty as a result of sickness commencing from the first such working day.
- 25.8 There is no entitlement to paid leave of absence for any period the employee is receiving worker's compensation payments.

## 26. Additional Non-Cumulative Leave

- 26.1 In addition to the personal leave entitlements specified in this clause 25, a pilot is entitled to up to six days paid leave per annum for a disability associated with an upper respiratory tract infection. This leave



is not cumulative and is subject to the usual verification and notice requirements applicable under the company's personal leave policies. Medical certificates shall be required to be supplied to the company as proof of entitlement.

### **27. Jury Leave**

- 27.1 A pilot required to attend for jury service during their normal duty time shall be reimbursed an amount equal to the difference between the amount paid in respect of their attendance on such jury service and the amount of the salary the pilot would have received had the pilot performed their normal duties.
- 27.2 A pilot shall notify the company as soon as possible of the date upon which the pilot is required to attend for jury service.

### **28. Parental Leave**

- 28.1 Parental leave (paternity, maternity and adoption leave) is available as prescribed in legislation.
- 28.2 The standard parental leave entitlement is, for employees who have worked for at least 12 months continuously, a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child.
- 28.3 Parental leave may be taken by one parent at a time, except for the following periods:
- 28.4 Both parents may take leave for a period of one week at the time of the birth of a child; and
- 28.5 Both parents may take leave for a period of three weeks at the time of the placement of a child.

### **39. Long Service Leave**

- 29.1 Pilots will be entitled to 13 weeks long service leave on full salary after 10 years of service with The company.
- 29.2 At the request of the pilot long service leave on half pay may be granted for a period not exceeding twice the normal entitlement.
- 29.3 Long Service Leave shall be taken at a time mutually agreed between the Pilot and the Company.
- 29.4 The long service leave entitlement stated above shall be administered in accordance with the relevant state legislation for the home base of the pilot.

### **30. Other Leave**

- 30.1 Should a pilot need to take leave for any other reason, the pilot should discuss the requirement with the Human Resources Manager in the first instance. The company will attempt to accommodate reasonable additional leave requests, subject to business requirements.
- 30.2 Leave without Pay
- 30.2.1 A Pilot may, upon written request to the Company, be granted leave of absence without pay. Such leave shall not count as service.
- 30.2.2 When such leave is granted, a pilot shall retain their seniority, however should the pilot engage in other employment whilst on leave without pay without the Companies permission in writing then they shall lose their seniority date.
- 30.2.3 In the event of a National emergency, a pilot volunteering or ordered to military service, however extended shall retain their seniority.

30.2.4 The Pilot must resume on the agreed date. Should the pilot fail to resume on that date the pilot shall forfeit their re-employment rights, except due to circumstances beyond their control.

### 31. Transfers

31.1 The company operates throughout Australia and currently operates from its home base in Sydney, New South Wales.

31.2 To facilitate expansion or variations in operations the Company may request Pilots to transfer to a new base permanently or temporarily. Prior to opening any new bases the WRC shall meet and set any special allowances, if required, that should be payable to pilots at the new base taking into account the location and specific needs of the area in which the base is to be operated.

31.3 Any dispute which may arise by way of the transfer of a pilot shall be dealt with in accordance with the dispute resolution procedure as contained in this agreement.

31.4 Temporary transfers

31.4.1 Temporary Transfer means the transfer of a Pilot from the Pilots home base to another base for the purpose of being temporarily employed there for a period of time not to be less than six (6) days and not more than one hundred and eighty (180) days.

31.4.2 A Pilot who is to be temporarily transferred shall be notified as soon as possible in advance, but unless the Pilot consents to less notice, this shall in no case be later than forty-eight (48) hours prior to their scheduled departure from their home base to commence such transfer.

31.4.3 A Pilot on temporary transfer shall be provided with first class accommodation in the port to which the Pilot is temporarily transferred. Transport shall be provided to and from such accommodation as necessary and all allowances consistent with a stayover shall be paid. If the transfer is for more than 28 days the pilot may elect to find alternative accommodation in agreement with the company at the Companies cost.

31.4.4 For unusual conditions or conditions not covered 'in this agreement, the Pilot may raise for consideration at any time the terms of their temporary transfer.

31.4.5 On completion of a temporary transfer a Pilot shall be granted one day free of all duty for each week or part thereof of his or her period of transfer at his or her home base.

31.4.6 Where a Pilot is on temporary assignment away from home base the Pilot may elect to defer duty free days and in such an event the Pilot shall upon return to home base immediately receive the deferred days off.

31.4.7 If a Pilot on assignment away from home base is not required for duty on any rostered duty day, such day shall not be deemed to be a day off for the purposes of subclause 13.2.6.

31.4.8 Where a Pilot is assigned a temporary transfer for a period in excess of 28 days the Company shall provide travel for the Pilot's spouse and each of their dependent children as defined to join the Pilot. Excepting that where agreed alternative accommodation has not been found within 28 days of the commencement of the temporary transfer and provided the unexpired period of the transfer is at least a further 28 days the spouse and each of the Pilot's dependent children shall be entitled to travel and accommodation at the Company's cost.

31.4.9 If a Pilot on temporary transfer encounters special or unforeseen circumstances affecting the adequacy of either their expense arrangements or the terms of their transfer, the Pilot shall be allowed additional expenses subject to the approval of the Company, and either the Pilot or the Company may raise for attention any inadequacy of terms of the transfer.

- 31.4.10 The conditions of this clause may be varied by mutual agreement between the pilot and the company prior to commencement of a temporary transfer.
- 31.5 Permanent Transfers
- 31.5.1 Permanent Transfer means the movement of a Pilot from one home base to another home base and shall mean a period in excess of 180 days.
- 31.5.2 A Pilot transferred shall be entitled to receive payment from the Company for all reasonable expenses incurred by the Pilot for the removal of themselves and spouse and dependent children under eighteen (18) years of age and their furniture, possessions and personal effects in advance.
- 31.5.3 Where a Pilot is permanently transferred the Pilot shall be granted within 14 days of arrival at the new base such period of time as required up to a maximum of five days free of all duty (inclusive of rostered days off) to attend to personal matters arising from being so transferred.
- 31.5.4 When special circumstances arise, Pilots may be allowed additional expenses subject to the approval of the Company.
- 31.5.5 A Pilot transferred to a new home base shall be entitled to first class accommodation provided by the Company until the Pilot has obtained suitable permanent accommodation and the provision of such accommodation shall be limited to a period of up to two (2) weeks. The Pilot may negotiate alternative arrangements by mutual agreement.
- 31.5.6 A Pilot shall be given no less than forty-two (42) days written notice by the Company of an intended permanent transfer provided that within this period the Pilot shall be given at least fourteen (14) days written notice of the actual date of transfer. The company will endeavour to give longer periods of notice where possible.

### **32. Make Up Pay**

- 32.1 In addition to any statutory entitlement to workers' compensation, a pilot shall be paid make up pay.
- 32.2 Make up pay shall -
- 32.2.1 be an amount of money equal to the difference between the pilot's workers' compensation entitlements and the amount of salary plus any non-incidence based allowances that the pilot would have received had the pilot been at work for the period concerned. Provided that it shall not apply during the first five or aggregate of five working days of incapacity resulting from an injury., nor shall it apply during any period of paid leave;
- 32.2.2 be payable for a maximum period or aggregate periods in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury;
- 32.2.3 be paid through normal payroll procedures or according to alternative arrangements mutually agreed between the pilot and the Company.
- 32.3 If for the purposes of 32.2.1 above, no specific earnings figure is otherwise ascertainable, the figure used shall be the average of earnings over the previous three months or such lesser period of time during which the pilot has been employed (excluding incidence based allowances).

- 32.4 Nothing in this clause shall affect the right of the Company to terminate a pilot's employment in accordance with clause 21 of this Agreement. Provided that no pilot shall be terminated as a result of their having received make up pay or as a means of avoiding make up pay obligations.
- 32.5 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 shall cease from the date of such redemption.
- 32.6 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 shall be liable to repay to the Company the amount of make up pay which the pilot has received in respect of the said injury and shall have no further make up pay entitlements in respect of the injury.
- 32.7 This clause shall apply in respect of compensable injuries suffered on or after 30 November 1986.

### 33. Anti-Discrimination

- 33.1 The company and the Union respect and value the diversity of the workforce.
- 33.2 It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act, 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 33.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 33.4 Under the *Anti - Discrimination Act, 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 33.5 Nothing in this clause is to be taken to affect:
- 33.5.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 33.5.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 33.5.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act, 1977*; or
  - 33.5.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
  - 33.5.5 this clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### 34. Loss of Baggage

- 34.1 A pilot will be entitled to claim the sum specified in Appendix A for loss or destruction of his/her personal baggage and loss or destruction of his/her navigation flight bag whilst on a tour of duty. The pilot may be asked to produce evidence of such loss/destruction.

- 34.2 Permanent loss is deemed to have occurred if such baggage has not been recovered within 21 days from the date of loss. Any such entitlement shall not apply to circumstances in which compensation is payable under the airlines passenger insurance scheme.

### **35. Superannuation and Accident Death Insurance**

- 35.1 The Company shall pay superannuation contributions, not less than that required under the *Superannuation Guarantee (Administration) Act 1992*, on behalf of all Pilots into a complying superannuation fund.
- 35.2 The Company shall make available a salary sacrifice scheme for pilots to contribute to their superannuation fund if they so wish.
- 35.3 The TWU Superannuation fund shall be the preferred superannuation fund for all pilots, unless otherwise directed by the employee, or statutory law.

### **36. Accident Insurance**

The company will provide the employee with accident insurance for death benefit of not less than \$180,000 over and above any entitlement available under Accident Compensation Legislation.

The insurance benefit from this clause will be paid only to employee's nominated dependants or next friend or trustee and a receipt or receipts for the amount insured from such a dependant, next friend or trustee will terminate the employers obligation under this clause.

An employee's entitlement under a superannuation scheme provided by the employer, to death benefit of not less than an amount prescribed in 36.1 will satisfy the objective of this clause.

The employer may elect to reimburse employees to the sum of up to \$300 for cost incurred for the provision of the pilots own insurance for death cover of \$180,000 on production of receipts. This reimbursement will apply to full time employees and part time employees on a pro-rata basis.

### **37. Transmission of Business**

- 37.1 Where a business is before or after the date of this agreement, transmitted from the Company (in this clause called the "transmitter") to another company (in this sub-clause called the "transmittee") and a pilot who at the time of such transmission was a pilot of such transmitter in that business may elect to become a pilot employed by the transmittee:
- 37.2 the continuity of the employment of the pilot shall be deemed not to have been broken by reason of such transmission; and
- 37.3 the period of employment which the pilot has had with the transmitter or any prior transmittor shall be deemed to be service of the pilot with the transmittee.
- 37.4 In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment of succession whether by agreement or by operation of the law and "transmitted" has a corresponding meaning.

### **38. Introduction of Change Or New Equipment**

- 38.1 Employer's Duty to Notify
- 38.1.1 Where the company has made a definite decision to introduce major changes to the company that are likely to have significant effects on the Pilots, the company shall convene a WRC meeting to address the change.

38.1.2 Significant changes include termination of employment, major changes in the composition, operation or size of the employer's workforce or the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; acquisition of new aircraft types and the need for retraining or transfer of Pilots to other locations. Provided that where the agreement makes provision for alteration of any of the matters referred to an alteration shall be deemed not to have significant effect.

### 38.2 Employer's Duty to Discuss

38.2.1 The company shall discuss with the parties to this agreement the introduction of the changes referred to in clause 38.1.2, the effect the changes are likely to have on Pilots, measures to avert or mitigate the adverse effects of such changes on Pilots and shall give prompt consideration to matters raised by the parties to this agreement in relation to the changes.

38.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the company to make the changes referred to in clause 38.1.2.

38.2.3 For the purpose of such discussion, the company shall provide in writing to the parties to this agreement, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Pilots and any other matters likely to affect Pilots provided that the company shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

### 38.3 New Equipment

38.4 The Company shall give as much notice as possible of the introduction of a new aircraft type, which has not previously been operated or not operated during the previous 12 months. At least three months prior to the date that a new type of aircraft is planned to operate in the Company's fleet the WRC shall meet to agree on an implementation plan. Minimum experience requirements shall be agreed to by WRC prior to a new aircraft type being introduced to service.

38.5 Such rates of pay, rules and working conditions shall be effective as of the date the equipment is first placed in operation. WRC meetings shall begin within thirty (30) days after a request for a meeting has been made unless otherwise mutually agreed between the parties to this agreement.

38.6 Upon the introduction of a new aircraft type or the acquisition of a contract involving unique operations the parties to this agreement will consult to determine the manner in which the aircraft or the operation is introduced.

38.7 In the event of the introduction of new equipment, other than additional equipment, by the Company:

38.8 All Company Pilots shall maintain their existing base assignments.

38.9 Where there is a need to vary from the current company requirements the parties shall discuss the minimum experience requirements for the new equipment to agree that they are fair and reasonable.

38.10 The Company may employ contract pilots to facilitate the introduction of new equipment, however prior consultation and agreement with the WRC must be obtained before any contract pilots are employed. All contract pilots will be employed for a set time as determined by the WRC but normally not longer than 6 months.

38.11 The loss of bid rights referred to in Clause 10.10 of this agreement may be reviewed by the WRC during the term of this agreement.

## 39. Travel, Duty and Personal

- 39.1 A pilot and or his or her dependents travelling at the company's direction where an agreement for discounted fares exists between the company and another airline the company shall ensure that where practicable business class or above is provided except where economy class is the only class provided.
- 39.2 Where a disruption to service occurs affecting the pilots travel then the pilot may elect to travel in other than the above stated class. Disruptions to service for the purpose of this clause can occur only as a result of the substitution of smaller capacity aircraft for a larger capacity aircraft due to unforeseen circumstances, etc., but shall not include overbooking, failure to book or other administrative errors or omissions.
- 39.3 Where a Pilot is travelling with his/her family at Company direction and if a Pilot or his/her dependents are off-loaded overnight the Company shall provide transport to and from the airport and first class accommodation and meals on each such occasion.
- 39.4 Personal travel entitlements for Pilots and his or her dependents shall be in accordance with the HORIZON Pilot Travel Policy.
- 39.5 All travel arrangements, including accommodation shall be made by the Company prior to the departure of the Pilot from the home base and all such arrangements shall be known to the Pilot prior to such departure.
- 39.6 A pilot working for the company shall be entitled to travel at a discount rate on company aircraft according to company policy at the time of application.
- 39.7 A Pilot with fifteen-(15) years service or more shall, on retirement on medical grounds or on early retirement, or normal retirement, be entitled to space available travel at the concession rate applicable to serving Pilots.

#### **40. Union Related Matters**

- 40.1 Personal Files
- 40.1.1 Any personal file, training file or check report of a Pilot shall be open to inspection by the Pilot in the presence of the Chief Pilot, or the TWU delegate by appointment.
- 40.1.2 On the written authority of the Pilot the TWU representative may peruse that Pilot's files.
- 40.2 Posting of Agreement
- 40.2.1 A copy of this agreement and any variation thereto shall, as soon as the official print is available, be posted by the company in a prominent place where it is easily accessible to the Pilots.
- 40.3 Right of Entry
- 40.3.1 For the purpose of interviewing Pilots on legitimate union business the union organiser/ representative shall have the right to enter the workplace. The company shall not unreasonable obstruct or refuse this process. The union shall not obstruct the operations of the company during the interviewing of pilots.
- 40.4 Pilot Representatives
- 40.4.1 The Company shall provide for the duly elected Pilot representatives to attend any meeting, hearing, conference, and negotiations as required which may affect the terms and conditions of employment. This shall include reasonable preparation time.
- 40.5 Pilot Notice Board

40.5.1 The Company shall erect a notice board in the crew rest room for the purpose of posting any notice thereon in connection with union business; such notice board shall be in a prominent position.

#### 40.6 Representative Training Leave

40.6.1 A union delegate or elected employee workplace representative shall, upon application in writing be granted up to five days leave with pay each calendar year to attend courses conducted or approved by the relevant union which are designed to promote good industrial relations and industrial efficiency within the company.

### APPENDIX A

#### List of General Allowances

	26TH MAY 2003	1ST MAY 2004
	\$	\$
Hard Lying Allowance	61.70	61.70
No Single Accommodation	42.5	42.50
Own Accommodation Allowance	90.00	90.00
Overseas Allowance	23.55	23.55
Meal Allowances		
Breakfast	20.00	20.60
Lunch	18.00	18.54
Dinner	40.00	41.20
Duty Meal	20.00	20.60
Night Operations	7.50	7.73
Transport Allowance	0.52	0.54
Loss Of Baggage		
Flight Bag	1495.00	1495.00
Personal Baggage	332.00	332.00
Telephone Allowance*	50.00	51.50
Unscheduled Overnight Allowance**	35.00	35.00
Loss of Licence Insurance	1100.00	1100.00
Allowances shall be paid \$1100 on the first pay period after the 1st April.		

\* Per month

\*\* Up to this amount subject to receipts being provided.

### APPENDIX B

Pay Scales and duty based allowances.

METRO PILOT	AT 26TH MAY 2003	AT 1ST MAY 2004
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	CAPTAIN	FIRST OFFICER	CAPTAIN	FIRST OFFICER
	\$	\$	\$	\$
Year 1	50,000.00	35,000.00	51,500.00	36,050.00
Year 2	51,875.00	36,315.00	53,431.25	37,404.45
Year 3	53,750.00	37,625.00	55,362.50	38,753.75
Year 4	55,625.00	38,940.00	57,293.75	40,108.20
Year 5	57,500.00	40,250.00	59,225.00	41,457.50
RDO Work	350.00	250.00	360.50	257.50
HS-748 PILOT				
	CAPTAIN	FIRST OFFICER	CAPTAIN	FIRST OFFICER
Year 1	66,000.00	47,500.00	67,980.00	48,925.00
Year 2	68,000.00	48,875.00	70,040.00	50,341.25
Year 3	70,000.00	50,250.00	72,100.00	51,757.50
Year 4	72,000.00	51,625.00	74,160.00	53,173.75
Year 5	74,000.00	53,000.00	76,220.00	54,590.00
RDO Work	350.00	250.00	360.50	257.50

APPENDIX C

LETTER OF APPOINTMENT

Letter of Employment

Each Pilot shall be issued with a Letter of Employment by the Company prior to commencing duty except where this is not practicable, in which case the Letter shall be issued within 48 hours of the Pilot commencing duty.

The letter on HORIZON Airlines letterhead shall contain the following minimum information and detail:

- Date of Letter
- Pilot's Full Name
- Residential Address

Dear (Name),

Letter of Employment

We formally confirm your employment with this Company under the following conditions:

The date on which you are to commence employment is:

The first six-(6) months will be a probationary period.

You are employed under the HORIZON Airlines Pilots' Agreement 2003.

Your seniority number will be.....

Your classification of duties on commencement will be:

Your salary on commencement will be \$27000.00 pa. until checked to line. Then you will commence on level 1 applicable to your type.

The Transport Workers Union is the industrial organisation, which represents the pilots within HORIZON Airlines and is able to represent you in all employment matters.

Yours faithfully,

Signed (Officer of the Company).

Signatories  
For and On Behalf of HORIZON  
Airlines Pty Ltd.

Date

Witness Signature:

#### APPENDIX D

#### ANNUALISATION OF ALLOWANCES

##### METRO PILOTS

Calculations are based on an average of 3 duty meal claims per pilot per week and 6 overnights at two crews each per week. It is assumed that half of the overnights will incur a lunch allowance.

Duty Meals	\$20.00 x 3 duties per week	= \$60.00 per pilot per week
Overnight Meals		
Breakfast	\$20.00 x 12 pilots per week	= \$240 per week total
Dinner	\$40.00 x 12 pilots per week	= \$480 per week total
Breakfast	\$18.00 x 6 pilots per week	= \$108 per week total
<b>TOTAL</b>		<b>= \$828 per week total</b>

\$828 per week / 18 pilots	\$46 per pilot per week
Transport Allowance	\$15.00 per pilot per week
Annual Allowance	\$121.00 per pilot per week \$6,292 per annum
Telephone Allowance	\$600.00 per annum per pilot \$11.53 per pilot per week
<b>TOTAL ANNUALISED ALLOWANCE</b>	<b>\$6892.00 per annum</b>

##### HS-748 PILOTS

Calculations are based on an average of 3 night freight duties per pilot per week\*

Duty Meals	\$20.00 x 3 duties per week	= \$60.00 per pilot per week
Night Operation	\$7.50 x 3 duties per week	= \$22.50 per pilot per week
Transport Allowance		= \$15.00 per pilot per week
<b>ANNUAL ALLOWANCE</b>		<b>= \$97.50 per pilot per week = \$5,070 per pilot per annum</b>
Telephone Allowance		<b>= \$600 per pilot per annum = \$11.53 per pilot per week</b>
<b>TOTAL ANNUALISED ALLOWANCE</b>		<b>= \$5,670 per pilot per annum</b>

If HS-748 pilot perform additional charter or RPT flights allowances may be claimed in addition to annualised allowance.

#### SIGNATORIES

For and behalf of )  
Horizon Airlines Pty Ltd )  
In the presence of: )  
) .....  
) Mr Trevor Douglas  
) General Manager  
) Horizon Airlines Pty Ltd  
..... ) Date:

For and behalf of )  
Transport Workers Union of Australia )  
NSW Branch )  
In the presence of: )  
) .....  
) Mr Anthony Sheldon  
) Secretary,  
) Transport Workers Union of Australia  
) NSW Branch  
..... ) Date: